Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

1983173 ONTARIO LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 <u>Specific Performance and other Equitable Rights</u>

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

1983173 ONTARIO LIMITED

Per: (signed) *"Sergio De Zen"*
Name: Sergio De Zen
Title: Authorized Signatory

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
1983173 Ontario Limited	*[Redacted - Address]* *[Redacted - Email Address]*	585,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

ALEX FU (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Alex Fu"*

_____

ALEX FU

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Alex Fu	*[Redacted - Email Address]*	115,391 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

ANGELINA DE ZEN (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Angelina De Zen"*

_____

ANGELINA DE ZEN

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Angelina De Zen	*[Redacted - Address]* *[Redacted - Email Address]*	365,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

BRITTANY DE ZEN-MARTINS (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) "*Brittany De Zen-Martins"*

_____

BRITTANY DE ZEN-MARTINS

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Brittany De Zen-Martins	*[Redacted - Address]* *[Redacted - Email Address]*	50,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

CARMINE IMBROGNO (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Carmine Imbrogno"*

CARMINE IMBROGNO

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Carmine Imbrogno	*[Redacted - Address]* *[Redacted - Email Address]*	1,935,619 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

COLBY DE ZEN (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Colby De Zen"*

COLBY DE ZEN

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Colby De Zen	*[Redacted - Address]* *[Redacted - Email Address]*	88,400 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

DAVID BRADLEY (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and –

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder, solely in his or her capacity as a shareholder and not in his or her capacity as an officer or director of the Corporation, covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity, provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and

(d) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.4 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible

securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(b) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(c) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(d) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party

or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(e) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement may, and in the case of Section 4.1(c) shall, be terminated:

(a) at any time upon the mutual written agreement of the parties hereto;

(b) by the Shareholder, when not in material default of his or her performance of any of his or her obligations under this Agreement that have not been remedied or cured within five (5) Business Days of written notice of such default, upon delivery of written notice of termination to the Purchaser, and without prejudice to any of its rights hereunder and in its sole discretion, if the Purchaser: (i) decreases or changes the form of the Consideration payable per (or in respect of a) Subject Share pursuant to the Arrangement; or (ii) without prior written consent of the Shareholder, otherwise substantially varies the Arrangement or any terms or conditions thereof, in each case, in a manner that is material and adverse to the Shareholder; or

(c) automatically upon the earliest to occur of: (i) the Effective Time; or (ii) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business

Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A" with a copy (which shall not constitute notice) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, Ontario
M5H 3S1

Attention: Jonathan Tong / Florind Polo
Email: jtong@millerthomson.com / fpolo@millerthomson.com

and

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Brad Ross / Emily Hamovitch
Email: bross@goodmans.ca / ehamovitch@goodmans.ca

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario

L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"David Bradley"*

Name: David Bradley

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
David Bradley	*[Redacted - Email Address]*	334,100 Options

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

DE ZEN INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of Canada (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

DE ZEN INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
De Zen Investments Canada Limited	*[Redacted - Address]* *[Redacted - Email Address]*	478,205 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

DONNA GALASSO (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Donna Galasso"*

DONNA GALASSO

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Donna Galasso	*[Redacted - Address]* *[Redacted - Email Address]*	41,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

FLORA POON (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and –

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder, solely in his or her capacity as a shareholder and not in his or her capacity as an officer or director of the Corporation, covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity, provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and

(d) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.4 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible

securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(b) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(c) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(d) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party

or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(e) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement may, and in the case of Section 4.1(c) shall, be terminated:

(a) at any time upon the mutual written agreement of the parties hereto;

(b) by the Shareholder, when not in material default of his or her performance of any of his or her obligations under this Agreement that have not been remedied or cured within five (5) Business Days of written notice of such default, upon delivery of written notice of termination to the Purchaser, and without prejudice to any of its rights hereunder and in its sole discretion, if the Purchaser: (i) decreases or changes the form of the Consideration payable per (or in respect of a) Subject Share pursuant to the Arrangement; or (ii) without prior written consent of the Shareholder, otherwise substantially varies the Arrangement or any terms or conditions thereof, in each case, in a manner that is material and adverse to the Shareholder; or

(c) automatically upon the earliest to occur of: (i) the Effective Time; or (ii) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business

Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A" with a copy (which shall not constitute notice) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, Ontario
M5H 3S1

Attention: Jonathan Tong / Florind Polo
Email: jtong@millerthomson.com / fpolo@millerthomson.com

and

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Brad Ross / Emily Hamovitch
Email: bross@goodmans.ca / ehamovitch@goodmans.ca

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario

L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Flora Poon"*

Name: Flora Poon

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Flora Poon	*[Redacted - Email Address]*	44,588 Common Shares 40,000 Options

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

FORTUNATO BORDIN, IN TRUST (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 <u>Specific Performance and other Equitable Rights</u>

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

FORTUNATO BORDIN, IN TRUST

Per: (signed) *"Andrew Bordin"*
Name: Andrew Bordin
Title: Executor

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Fortunato Bordin, in Trust	*[Redacted - Address]* *[Redacted - Email Address]*	207,500 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

GRACE PALOMBO (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and –

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder, solely in his or her capacity as a shareholder and not in his or her capacity as an officer or director of the Corporation, covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity, provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and

(d) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.4 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible

securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(b) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(c) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(d) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party

or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(e) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement may, and in the case of Section 4.1(c) shall, be terminated:

(a) at any time upon the mutual written agreement of the parties hereto;

(b) by the Shareholder, when not in material default of his or her performance of any of his or her obligations under this Agreement that have not been remedied or cured within five (5) Business Days of written notice of such default, upon delivery of written notice of termination to the Purchaser, and without prejudice to any of its rights hereunder and in its sole discretion, if the Purchaser: (i) decreases or changes the form of the Consideration payable per (or in respect of a) Subject Share pursuant to the Arrangement; or (ii) without prior written consent of the Shareholder, otherwise substantially varies the Arrangement or any terms or conditions thereof, in each case, in a manner that is material and adverse to the Shareholder; or

(c) automatically upon the earliest to occur of: (i) the Effective Time; or (ii) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business

Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A" with a copy (which shall not constitute notice) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, Ontario
M5H 3S1

Attention: Jonathan Tong / Florind Polo
Email: jtong@millerthomson.com / fpolo@millerthomson.com

and

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Brad Ross / Emily Hamovitch
Email: bross@goodmans.ca / ehamovitch@goodmans.ca

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario

L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Grace Palombo"*

Name: Grace Palombo

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Grace Palombo	*[Redacted - Email Address]*	150,900 Options

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

JAMES DE ZEN FAMILY TRUST #1 (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

JAMES DE ZEN FAMILY TRUST #1

Per: (signed) *"Sergio De Zen"*
Name: Sergio De Zen
Title: Trustee

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
James De Zen Family Trust #1	*[Redacted - Address]* *[Redacted - Email Address]*	280,500 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

JAMES DI GIORGIO (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"James Di Giorgio"*

_____

JAMES DI GIORGIO

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
James Di Giorgio	*[Redacted - Address]* *[Redacted - Email Address]*	35,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

KE ZHONG (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Ke Zhong"*

KE ZHONG

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Ke Zhong	*[Redacted - Address]* *[Redacted - Email Address]*	18,433 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

LUCIANO GALASSO (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(*signed) "Luciano Galasso"*

LUCIANO GALASSO

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Luciano Galasso	*[Redacted - Address]* *[Redacted - Email Address]*	150,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

MARILYN DANIEL (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and –

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder, solely in his or her capacity as a shareholder and not in his or her capacity as an officer or director of the Corporation, covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity, provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and

(d) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.4 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible

securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(b) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(c) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(d) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party

or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(e) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement may, and in the case of Section 4.1(c) shall, be terminated:

(a) at any time upon the mutual written agreement of the parties hereto;

(b) by the Shareholder, when not in material default of his or her performance of any of his or her obligations under this Agreement that have not been remedied or cured within five (5) Business Days of written notice of such default, upon delivery of written notice of termination to the Purchaser, and without prejudice to any of its rights hereunder and in its sole discretion, if the Purchaser: (i) decreases or changes the form of the Consideration payable per (or in respect of a) Subject Share pursuant to the Arrangement; or (ii) without prior written consent of the Shareholder, otherwise substantially varies the Arrangement or any terms or conditions thereof, in each case, in a manner that is material and adverse to the Shareholder; or

(c) automatically upon the earliest to occur of: (i) the Effective Time; or (ii) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business

Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A" with a copy (which shall not constitute notice) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, Ontario
M5H 3S1

Attention: Jonathan Tong / Florind Polo
Email: jtong@millerthomson.com / fpolo@millerthomson.com

and

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Brad Ross / Emily Hamovitch
Email: bross@goodmans.ca / ehamovitch@goodmans.ca

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario

L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Marilyn Daniel"*

Name: Marilyn Daniel

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Marilyn Daniel	*[Redacted - Email Address]*	50,000 Common Shares 150,000 Options

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

SERGIO DE ZEN (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Sergio De Zen"*

SERGIO DE ZEN

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Sergio De Zen	*[Redacted - Address]* *[Redacted - Email Address]*	4,348,430 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

SYDNEY DE ZEN (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(*signed) "Sydney De Zen"*

_____

SYDNEY DE ZEN

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Sydney De Zen	*[Redacted - Address]* *[Redacted - Email Address]*	50,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

TED DANIEL (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) "Ted Daniel"

_____

TED DANIEL

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Ted Daniel	*[Redacted - Address]* *[Redacted - Email Address]*	3,397,123 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

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5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 <u>Specific Performance and other Equitable Rights</u>

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Trunkeast Investments Canada Limited	*[Redacted - Address]* *[Redacted - Email Address]*	10,967,282 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

VIC DE ZEN and **ANGELINA DE ZEN** (collectively, the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder are jointly the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by

the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 Additional Covenants of Shareholder

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both

would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations

hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity

as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim

in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,

Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Vic De Zen"*

VIC DE ZEN

(signed) *"Angelina De Zen"*

ANGELINA DE ZEN

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Vic De Zen and Angelina De Zen	*[Redacted - Address]* *[Redacted - Email Address]*	367,700 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

VIC DE ZEN (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"Vic De Zen"*

VIC DE ZEN

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
Vic De Zen	*[Redacted - Address]* *[Redacted - Email Address]*	14,000 common shares

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

WILLIAM CHYFETZ (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and –

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder, solely in his or her capacity as a shareholder and not in his or her capacity as an officer or director of the Corporation, covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity, provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; and

(d) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.4 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible

securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(b) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(c) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(d) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party

or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(e) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement may, and in the case of Section 4.1(c) shall, be terminated:

(a) at any time upon the mutual written agreement of the parties hereto;

(b) by the Shareholder, when not in material default of his or her performance of any of his or her obligations under this Agreement that have not been remedied or cured within five (5) Business Days of written notice of such default, upon delivery of written notice of termination to the Purchaser, and without prejudice to any of its rights hereunder and in its sole discretion, if the Purchaser: (i) decreases or changes the form of the Consideration payable per (or in respect of a) Subject Share pursuant to the Arrangement; or (ii) without prior written consent of the Shareholder, otherwise substantially varies the Arrangement or any terms or conditions thereof, in each case, in a manner that is material and adverse to the Shareholder; or

(c) automatically upon the earliest to occur of: (i) the Effective Time; or (ii) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business

Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A" with a copy (which shall not constitute notice) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, Ontario
M5H 3S1

Attention: Jonathan Tong / Florind Polo
Email: jtong@millerthomson.com / fpolo@millerthomson.com

and

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Brad Ross / Emily Hamovitch
Email: bross@goodmans.ca / ehamovitch@goodmans.ca

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario

L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *"William Chyfetz"*

Name: William Chyfetz

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
William Chyfetz	*[Redacted - Email Address]*	347,100 Options

Execution Version

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 14th day of January, 2026.

AMONG:

ZZEN GROUP OF COMPANIES LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Shareholder**")

- and -

TRUNKEAST INVESTMENTS CANADA LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Parent**")

- and -

TTNM MANAGEMENT ACQUISITION LIMITED, a corporation incorporated under the laws of the Province of Ontario (the "**Purchaser**)

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Subject Securities (as defined herein) in the capital of Titanium Transportation Group Inc., a corporation existing under the laws of Canada (the "**Corporation**");

AND WHEREAS the Shareholder understands that, concurrently with the execution and delivery of this Agreement, the Corporation, the Parent and the Purchaser are entering into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby the Purchaser proposes to acquire all of the issued and outstanding Shares other than the Rollover Shares;

AND WHEREAS the Corporation, the Purchaser, the Parent and the Rollover Shareholders intend to enter into a unanimous shareholders' agreement effective on the Effective Time in respect of certain matters following the consummation of the Arrangement;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to the Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide their support for the completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS the Shareholder acknowledges that the Parent and the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to the Shareholder and such Subject Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly through one or more Persons, Controls, is Controlled by or is under direct or indirect common Control with such first Person;

"**Arrangement**" means an arrangement under Section 192 of the *Canada Business Corporations Act* in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, in accordance with the terms of the Interim Order (once issued), or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among the Purchaser, the Parent and the Corporation (including the Schedules thereto) dated January 14, 2026 as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Control**" (and any derivatives thereof, including "**Controlled**") means: (i) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting shares of such Person carrying more than 50% of the voting rights attaching to all voting shares of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (ii) in relation to a Person that is a partnership, limited partnership, trust or other unincorporated entity (A) the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person, or (B) the ownership of other interests or the holding of a position (such as general partner of a limited partnership or trustee of a trust) entitling the holder to exercise control and direction over the activities of such Person; and

"**Rollover Shareholders**" mean the shareholders of the Corporation in accordance with Schedule E of the Arrangement Agreement.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.3 Appendices

The following Appendices attached hereto constitute an integral part of this Agreement:

Appendix "A" - Subject Securities

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of the Corporation at which the Shareholder or any registered or beneficial owner of the Subject Securities are entitled to vote in favour of the approval of the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement); or (ii) in any action by written consent of the securityholders of the Corporation, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement.

2.2 Restrictions with Respect to Subject Securities

The Shareholder covenants and agrees that, from the date of this agreement until the termination of this Agreement in accordance with Article 4, the Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group of Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than (i) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to the Parent and the Purchaser, to be bound by all of the terms of this Agreement with respect to the Subject Securities; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (A) the Effective Time; and (B) the termination of this Agreement in accordance with Article 4 or (ii) a sale by the Shareholder to

satisfy withholding taxes payable in connection with the vesting, settlement or exercise of convertible securities of the Corporation. Any purported transfer of any Subject Securities or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Subject Securities, except for any proxies granted to vote in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approval of any kind as to any Subject Securities;

(c) not vote or cause to be voted any Subject Securities in favor of, and vote or cause to be voted all Subject Securities against, any Acquisition Proposal or any proposed action, transaction or agreement by or involving the Corporation or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation of the Shareholder under this Agreement; or (ii) prevent, hinder, delay, discourage or adversely affect the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Subject Securities will not be subject to any agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Subject Securities; and

(e) irrevocably waive to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement, the transactions contemplated by the Arrangement Agreement or any other matter or alternative transaction necessary for the completion of the Arrangement.

2.3 <u>Additional Covenants of Shareholder</u>

Shareholder covenants to the Parent and Purchaser that from the date of this Agreement until the termination of this agreement in accordance with Article 4, Shareholder shall not:

(a) in the event that any transaction is presented for approval of, or acceptance by, the Corporation, whether or not it may be recommended by the board of directors of the Corporation, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities or any other Shares of the Corporation which it may then beneficially own or control or direct, and the Shareholder will, if requested by the Purchaser, publicly affirm its commitment to vote in favour of the Arrangement;

(b) directly or indirectly, or, if applicable, through any Person that it controls or any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, directly or indirectly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent, their respective affiliates or any Representative of the foregoing) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, approve, endorse or recommend, or publicly propose to approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal;

(iv) except in the Shareholder's capacity as a director or officer of the Corporation to the extent permitted by the Arrangement Agreement, withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement or this Agreement, or make any statements which may reasonably be construed as being opposed to the Arrangement or other transactions contemplated thereby or any aspect thereof nor bring or threaten to bring any suit, proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, impeding, delaying or varying the Arrangement or any aspect thereof, including not exercising any securityholder rights or remedies available at law;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal;

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal; and

(viii) directly or indirectly, release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder (or any Person that it controls) and any such third party are parties.

If the Shareholder is a corporation, the Shareholder shall ensure that its officers, directors and employees are aware of the provisions of this Agreement, and it shall be responsible for any breach of this Agreement by any such persons.

2.4 Voting of the Subject Securities

The Shareholder hereby agrees with the Purchaser and the Parent that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation in respect of the Arrangement or any transactions contemplated in connection with the Arrangement Agreement, duly complete form(s) of proxy or voting instruction form(s), as applicable, in respect of all of his, her or its Subject Securities, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all applicable Subject Securities are voted in favour of approving) the Arrangement and any other matter necessary for the consummation of the Arrangement or any other transaction contemplated in connection with the Arrangement Agreement, and will not withdraw the form(s) of proxy or voting instruction form(s), as applicable except as expressly otherwise provided in this Agreement. The Shareholder further agrees that it will, on or before the tenth Business Day prior to any meeting of any of the securityholders of the Corporation called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to the Purchaser and the Parent in accordance with Section 5.11 of this Agreement, a copy or screenshot of the duly completed and signed form(s) of proxy or voting instruction form(s), as applicable described in the preceding sentence. The Shareholders hereby agree to name those individuals in such proxy or proxies, or voting instruction form(s), as are designated by the Parent and the Purchaser, from time to time.

2.5 Meaning of Subject Securities

The term "**Subject Securities**" means that number of Shares and convertible securities of the Corporation set forth opposite the Shareholder's name in Appendix "A" hereto, being all of the securities of the Corporation owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises direct or indirect control or discretion, and will be deemed to also include (a) any Shares and convertible securities of the Corporation issued to the Shareholder pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or convertible securities of the Corporation on, of, or affecting the Subject Securities on or after the date of this Agreement and (b) any Shares and convertible securities of the Corporation acquired by the Shareholder on or after the date of this Agreement, or issued to the Shareholder, on or after the date of this Agreement (including pursuant to the exercise of any securities of the Corporation that are exercisable for Shares (including all Subject Securities) or the vesting or granting of securities of the Corporation), and all such acquired Shares and convertible securities of the Corporation shall be deemed Subject Securities and subject to the terms of this Agreement as though owned by the Shareholder as of the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with the Purchaser and the Parent as follows, and acknowledge that the Purchaser and the Parent are relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding agreement enforceable by the Purchaser and the Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Subject Securities. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Subject Securities set out opposite the Shareholder's name at Appendix "A", with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of the Corporation other than the Subject Securities. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Subject Securities is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of the Corporation or give consents or approvals of any kind, except pursuant to this Agreement.

(e) No Violation. None of the execution and delivery by the Shareholder of this Agreement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Subject Securities or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Subject Securities.

3.2 Representations and Warranties of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby, jointly and severally represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) the Purchaser and the Parent is each a corporation duly incorporated and validly existing under the laws of jurisdiction of incorporation and each of the Purchaser and the Parent has the requisite corporate power, authority and capacity to enter into this Agreement and to perform their respective obligations hereunder;

(b) this Agreement has been duly executed and delivered by each of the Purchaser and the Parent and constitutes a legal, valid and binding agreement enforceable by the Shareholder against the Purchaser and the Parent in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the compliance by the Purchaser or the Parent with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any organizational documents of the Purchaser or the Parent; (ii) any contract to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser or the Parent to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement; and

(d) there are no legal proceedings in progress or pending against or, to the knowledge of the Purchaser and the Parent, threatened against the Purchaser or the Parent, respectively or any of their respective Affiliates that would adversely affect in any manner the ability of the Purchaser or the Parent to enter into this Agreement and to perform their respective obligations hereunder or that would reasonably be expected to prevent or materially delay the completion of the Arrangement.

3.3 Covenants of the Purchaser and the Parent

Each of the Purchaser and the Parent hereby jointly and severally covenants to the Shareholder that from the date of this Agreement until the termination of this agreement in accordance with Article 4, it shall take such steps as may be required of the Purchaser and the Parent under the Arrangement Agreement to cause the Arrangement to occur in accordance with the terms of and subject to the conditions set forth in the Arrangement Agreement.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the Effective Time; or

(b) the Arrangement Agreement is terminated in accordance with its terms.

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and the Purchaser and the Parent and (i) for greater certainty, the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given in respect of his or her Subject Shares and (ii) no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Each of the Purchaser and the Parent agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of the Corporation. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Shareholder from properly fulfilling or taking any action required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Corporation.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the Purchaser or the Parent may

reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Investigations

No investigations made by or on behalf of any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

The Shareholder hereby consents to the disclosure of the substance of this Agreement in any management information circular/proxy circular or any press release or other public disclosure document prepared and disclosed by the Corporation, the Parent or the Purchaser in accordance with applicable Law and to a copy of this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable securities laws in connection with the Arrangement.

5.5 Assignment

Other than as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of the Purchaser and the Parent. Neither the Purchaser nor the Parent may assign this Agreement to any third parties, except that Purchaser or the Parent may assign all or any portion of its rights under this Agreement to any of its or Parent's affiliates, but no such assignment will relieve Purchaser of its obligations hereunder.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof.

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and e-mail address the date and time of transmission, and acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to any Shareholder, to the Shareholder at the address indicated opposite to the name of the Shareholder in Appendix "A"

b. in the case of a notice to the Purchaser addressed to it at:

TTNM Acquisition Limited
32 Simpson Rd,
Bolton, Ontario
L7E 1G9

Attention: Ted Daniel
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

c. in the case of a notice to the Parent addressed to it at:

Trunkeast Investments Canada Limited
100 Zenway Blvd
Woodbridge, Ontario
L4H 2Y7

Attention Lu Galasso
E-mail: *[Redacted - Email Address]*

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

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario
M5H 3P5

Attention: Allan J. Ritchie / Matthew Grant
Email: aritchie@ln.law / mgrant@ln.law

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 <u>Specific Performance and other Equitable Rights</u>

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at

law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

ZZEN GROUP OF COMPANIES LIMITED

Per: (signed) *"Sergio De Zen"*
Name: Sergio De Zen
Title: Authorized Signatory

TRUNKEAST INVESTMENTS CANADA LIMITED

Per: (signed) *"Vic De Zen"*
Name: Vic De Zen
Title: Authorized Signatory

TTNM MANAGEMENT ACQUISITION LIMITED

Per: (signed) *"Ted Daniel"*
Name: Ted Daniel
Title: President

APPENDIX "A"

Subject Securities

Name of Shareholder	Address and Email of Shareholder	Number and Type of the Corporation Securities held, directly or indirectly, by Shareholder
ZZEN Group of Companies Limited	*[Redacted - Address]* *[Redacted - Email Address]*	50,000 common shares