

Form 51-102F3

Material Change Report

Item 1 Name and Address of Company

Titanium Transportation Group Inc. (“Titanium” or the “Company”)
32 Simpson Road
Bolton, ON L7E 1G9

Item 2 Date of Material Change

January 14, 2026

Item 3 News Release

A news release, announcing the material change, was issued on January 15, 2026, and disseminated through the facilities of Globe Newswire and subsequently filed on SEDAR+ at www.sedarplus.ca.

Item 4 Summary of Material Change

On January 14, 2026, the Company entered into an arrangement agreement (the “**Arrangement Agreement**”) with TTNM Management Acquisition Limited in its capacity as the purchaser (the “**Purchaser**”) and Trunkeast Investments Canada Limited, a longstanding significant shareholder of the Company (“**Trunkeast**”). Pursuant to a statutory plan of arrangement (the “**Transaction**”) under the *Canada Business Corporations Act* (the “**CBCA**”), the Purchaser will acquire all of the issued and outstanding common shares of the Company (the “**Common Shares**”), other than the Common Shares held by Ted Daniel (President, Chief Executive Officer and a director), Lu Galasso (Chair), Alex Fu (Chief Financial Officer), Trunkeast and its affiliated companies, along with Vic De Zen, family members of Vic De Zen and certain key employees of the Company (collectively, the “**Rolling Shareholders**”), for cash consideration of \$2.22 per Common Share (the “**Consideration**”). Common Shares held by Rolling Shareholders will be exchanged for equity interest in the capital of the Purchaser. In addition, certain key employees of the Company may be invited to join the group of Rolling Shareholders for up to a maximum of an additional 5.0% of the outstanding Common Shares.

Given the makeup of the Rolling Shareholders, a special committee of independent directors of the Company (the “**Special Committee**”) conducted all Transaction negotiations on behalf of the Company. Following an extensive review process and after receiving independent legal and financial advice, the Special Committee unanimously recommended that the Company’s board of directors (the “**Board**”) approve the Transaction. The Transaction was subsequently unanimously approved by the Board (with conflicted directors abstaining).

The consummation of the Transaction is subject to the approval of the Transaction at a special meeting of the Company’s shareholders (the “**Meeting**”) by: (i) at least two-thirds of the votes cast by the Company’s shareholders; and

(ii) a simple majority of the votes cast by the Company's shareholders (other than the Rolling Shareholders and any other Company shareholder required to be excluded for the purpose of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”). The Meeting is expected to be held on March 10, 2026.

Trunkeast, the Company's largest shareholder that owns directly or indirectly through its affiliates approximately 38.8% of the outstanding Common Shares and each of the Company's directors and officers, have entered into voting and support agreements, pursuant to which they have agreed to vote their Common Shares in favour of the Transaction. Collectively and on a non-diluted basis, the Common Shares subject to these agreements represent approximately 50.7% of outstanding Common Shares.

Capitalized terms used but not defined herein have the respective meanings given to them in the Arrangement Agreement.

Item 5 Full Description of Material Change

Overview of the Transaction and the Arrangement Agreement

On January 14, 2026, the Company, the Purchaser and Trunkeast entered into the Arrangement Agreement pursuant to which, on the terms and subject to the conditions set forth therein, the Purchaser agreed to acquire, by way of a statutory plan of arrangement under the CBCA, all of the issued and outstanding Common Shares of the Company for the Consideration, other than the Common Shares held by the Rolling Shareholders, which will be exchanged for equity interests in the capital of the Purchaser.

Treatment of Equity Incentives

In connection with the Transaction, each option to purchase Common Shares (“**Company Option**”), whether vested or unvested, that is outstanding immediately prior to the Effective Time will be surrendered by the holder thereof to the Company in exchange for a cash payment (without interest and less applicable withholding) from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Option, multiplied by the number of Shares subject to such Company Options, and each such Company Option will immediately be cancelled and terminated; provided that, where such amount is zero or negative for any option, such Company Option shall be cancelled without any consideration.

Conditions to the Transaction

The Transaction is structured as a statutory plan of arrangement under the CBCA. The consummation of the Transaction is subject to the approval of the Transaction at the Meeting by: (i) at least two-thirds of the votes cast by the Company's shareholders; and (ii) a simple majority of the votes cast by the Company's shareholders (other than the Rolling Shareholders and any other Company shareholder required to be excluded for the purpose of MI 61-101).

If approved at the Meeting, the Transaction is expected to close shortly thereafter, subject to obtaining the approval of the Ontario Superior Court of Justice

(Commercial List), obtaining applicable regulatory approvals or clearances, including under the *Competition Act* (Canada) and the *Canada Transportation Act* (“**Regulatory Approvals**”) and other customary closing conditions, including as it relates to the accuracy of each party’s representations and warranties and each party’s compliance with its covenants and agreements contained in the Arrangement Agreement (in each case, subject to certain qualifications). The Transaction is not subject to any financing condition.

Certain Other Terms of the Arrangement Agreement

The Company expects to hold the Meeting to consider and vote on the Transaction on March 10, 2026. If approved at the Meeting, the Transaction is expected to close shortly thereafter, subject to court approval, the Regulatory Approvals and other customary closing conditions. Following closing of the Transaction, the Common Shares are expected to be delisted from the Toronto Stock Exchange and the Company is expected to submit an application to cease being a reporting issuer under applicable Canadian securities laws.

The Special Committee negotiated a break fee in the amount of \$2.0 million payable by the Company, which is reasonable in the circumstances and only payable in limited circumstances, such as where the Arrangement Agreement is terminated as a result of a change in the Board’s recommendation.

The Arrangement Agreement includes customary deal-protection provisions. The Company is subject to non-solicitation provisions, which are subject to customary “fiduciary out” provisions that entitle the Company to terminate the Arrangement Agreement in favour of an unsolicited superior proposal, subject to the payment of the break fee described above and subject to a right of the Purchaser to match such superior proposal.

Formal Valuation and Fairness Opinion

The Special Committee retained National Bank Capital Markets (“**National Bank**”) as financial advisor and independent valuator to prepare a formal valuation of the Common Shares in accordance with MI 61-101. National Bank has delivered an opinion that, as at January 14, 2026, and subject to the assumptions, limitations and qualifications to be set out in its written formal valuation, the fair market value of the Common Shares is in the range of \$2.20 to \$2.70 per Common Share. In addition, National Bank has provided a fairness opinion to the Special Committee that as at January 14, 2026, and based upon and subject to the various assumptions, limitations and qualifications set forth therein, the Consideration to be received by shareholders of the Company (other than the Rolling Shareholders) pursuant to the Transaction is fair, from a financial point of view, to such shareholders.

Voting Recommendations

Both the Special Committee and the Board determined that the Transaction is in the best interests of the Company and that the Consideration to be received by shareholders of the Company (other than the Rolling Shareholders) is fair, from a financial point of view, to such shareholders. The Board (excluding conflicted directors), on the unanimous recommendation of the Special Committee,

unanimously recommended that shareholders of the Company vote in favour of the Transaction at the Meeting.

Voting and Support Agreements

In connection with the Transaction, the Company's largest shareholder, Trunkeast, and its affiliates, have entered into voting and support agreements, pursuant to which they have agreed to vote their Common Shares in favour of the Transaction at the Meeting. The directors and executive officers of the Company have also entered into a voting and support agreement to vote their Common Shares in favour of the Transaction.

The Common Shares subject to voting and support agreements represent approximately 50.7% of outstanding Common Shares (on a non-diluted basis).

Additional Information

The foregoing descriptions of the Transaction, the Arrangement Agreement and voting and support agreements do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Arrangement Agreement and such voting and support agreements. Additional information regarding the terms and conditions of the Arrangement Agreement, the Transaction (including the background to the Transaction), the aforementioned formal valuation and fairness opinion, the rationale for the recommendations made by the Special Committee and the Board, the applicable voting requirements for the Transaction, and how shareholders can vote at the Meeting will be provided in the information circular for the Meeting, which will be filed under the Company's SEDAR+ profile at www.sedarplus.ca. Copies of the Arrangement Agreement, voting and support agreements, and related documents will also be available under the Company's SEDAR+ profile at www.sedarplus.ca.

Item 6 **Reliance on subsection 7.1(2) of National Instrument 51-102**

Not applicable.

Item 7 **Omitted Information**

Not applicable.

Item 8 **Executive Officer**

The name and business telephone number of the officer of the Company who is knowledgeable about the material change and this report is:

Ted Daniel, Chief Executive Officer

Tel: (905) 266-3011

Item 9 **Date of Report:**

January 23, 2026.

Forward-looking statements and forward-looking information

Certain statements contained in this material change report constitute forward-looking information within the meaning of Canadian securities laws. Forward-looking statements are provided for the purposes of assisting the reader in understanding Titanium's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. Forward-looking information may relate to Titanium's future outlook and anticipated events, and may include statements regarding the financial position, business strategy, budgets, litigation, projected costs, capital expenditures, financial results, taxes and plans and objectives of or involving Titanium. Particularly, forward-looking information includes, but is not limited to, statements with respect to the Transaction, including the expected timing of the Transaction and the Meeting, closing and various other steps to be completed in connection with the Transaction, the expected de-listing of the Common Shares following closing of the Transaction, the expectation that the Company will cease to be a reporting issuer under applicable Canadian securities laws following closing of the Transaction, performance, achievements, prospects or opportunities for Titanium or the industry in which it operates, and other statements that are not historical facts. In some cases, forward-looking information can be identified by terms such as "may", "might", "will", "could", "should", "would", "occur", "expect", "plan", "anticipate", "believe", "intend", "seek", "aim", "estimate", "target", "project", "predict", "forecast", "potential", "continue", "likely", "schedule", or the negative thereof or other similar expressions concerning matters that are not historical facts. Information contained in forward-looking statements is based upon certain material assumptions that were applied in drawing a conclusion or making a forecast or projection, including management's perceptions of historical trends, current conditions and expected future developments, as well as other considerations that are believed to be appropriate in the circumstances.

A variety of factors, many of which are beyond the Company's control, affect the operations, performance, achievements and results of the Company and its business, and could cause actual results, including those relating to the Transaction, as well as the Company's ability to advance its objectives and strategic priorities, to differ materially from current expectations of estimated or anticipated events or results. Such information is based on numerous assumptions, including assumptions regarding the ability to complete the Transaction on the contemplated terms or at all, that the conditions precedent to closing of the Transaction can be satisfied, and assumptions regarding present and future business strategies, local and global economic conditions, and the environment in which the Company operates.

Although the Company believes that the forward-looking information contained in this material change report is based on information and assumptions that are current, reasonable and complete, this information is by its nature subject to a number of factors, many of which are beyond the Company's control, that could cause actual results to differ materially from management's expectations and plans as set forth in such forward-looking information, including, without limitation, the following factors, the effects of which can be difficult to predict: (a) the possibility that the Transaction will not be completed on the terms and conditions, or on the timing, currently contemplated, and that it may not be completed at all due to a failure to obtain or satisfy, in a timely manner or otherwise, required shareholder, regulatory and court approvals or satisfy other conditions of closing necessary to complete the Transaction or for other reasons; (b) the possibility of adverse reactions or changes in business relationships resulting from the announcement or completion of the Transaction; (c) risks relating to the retention of key personnel during the interim period; (d) the possibility of litigation relating to the Transaction; (e) risks related to the diversion of management's attention from the Company's ongoing business operations; and (f) other risks inherent to the Company's business and/or factors beyond its control which could have a material adverse effect on the Company or the ability to consummate the Transaction. The Company cautions that the foregoing list is not exhaustive of all possible factors that could impact the Company's results.

The forward-looking statements made herein are dated, and relate only to events or information, as of the date of this material change report. Except as specifically required by law, Titanium undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.