

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended

MOTION RECORD OF THE RECEIVER

(Auction Sale Approval and Lien Discharge Order returnable May 16, 2025)

May 7, 2025

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

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**NOTICE OF MOTION
(Auction Sale Approval and Lien Discharge Order)**

BDO Canada Limited (“**BDO**”), in its capacity as receiver and manager (the “**Receiver**”), over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”), will make a Motion to the Honourable Justice Osborne on Friday May 16, 2025 at 12:00 p.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

In writing under subrule 37.12.1(1) because it is on consent;

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

In person;

- [] By telephone conference;
- [X] By video conference.

THE MOTION IS FOR:

- (a) An Order substantially in the form found at Tab 3 of the Receiver's Motion Record (the "**Auction Sale Approval and Lien Discharge Order**"), among other things:
- (i) abridging the time for service of the Motion herein, if necessary, and validating service thereof;
 - (ii) approving the agreement between Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Auctioneer**") and the Receiver (the "**Auction Agreement**") as appended to the Receiver's Second Report dated May 7, 2025 (the "**Receiver's Second Report**"), to permit the Auctioneer to conduct a sale of the Vehicles (as defined below) described in Schedule "A" to the Auction Sale Approval and Lien Discharge Order;
 - (iii) providing a mechanism for the Receiver to update Schedule "A" of the Auction Sale Approval and Lien Discharge Order from time to time upon notice to and with the consent or deemed consent of the relevant stakeholders, in each case in accordance with the terms of the Auction Agreement and the Auction Sale Approval and Lien Discharge Order;
 - (iv) upon the Auctioneer's delivery of a bill of sale to a purchaser, vesting all of the right, title and interest of the Debtor in the Vehicle identified in the bill

of sale in and to the purchaser, free and clear of and from any security, charge or other encumbrance;

(v) discharging and releasing any Lien Claim (as defined in the Auction Sale Approval and Lien Discharge Order) registered against a Vehicle upon the closing of a sale of such asset, provided, among other things, that the Receiver deposits Lien Security (as defined below) for the Lien Claim in a non-interest bearing trust account (the “**Lien Security Trust Account**”); and

(vi) sealing the unredacted Auction Agreement attached as the Confidential Appendix to the Receiver’s Second Report (the “**Confidential Appendix**”), until the Vehicles are otherwise sold or disposed of pursuant to the Auction Agreement, or subject to further Order of the Court; and

(b) Such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

(a) The grounds for this motion are set out in greater detail in the Receiver’s Second Report;¹

¹ Capitalized terms used and not defined herein have the meanings given to them in the Receiver’s Second Report.

- (b) The Debtor is a privately-held freight shipping, transport and logistics management company incorporated under the *Canada Business Corporations Act* and extra-provincially registered in Ontario. The Debtor operates under the business names of AMG Global and GFS Logistics;
- (c) The Debtor's primary assets consist of a fleet of tractor-trailer trucks and trailers either owned or leased by the Debtor (the "**Vehicles**"), as well as related equipment used by the Debtor in its day-to-day operations. The search results for registrations made against the Debtor under the *Personal Property Security Act* (Ontario) ("**PPSA**") disclose registrations by creditors, including Canadian Western Bank ("**CWB**") and various financiers, for approximately 109 unique Vehicle Identification Numbers ("**VINs**") for trucks, trailers, a forklift, and other vehicles. Further, based on the PPSA search results, searches for vehicles registered under the Registrant Identification Numbers of the Debtor, and communications from creditors, the Receiver believes, through its own calculations, that AMG may have owned or financed approximately 218 trucks and trailers;
- (d) Narinder Shoker is the sole Director and Chief Executive Officer/Manager of the Debtor. The Debtor operated from leased premises municipally known as 425 Gibraltar Drive, Mississauga, Ontario ("**425 Gibraltar**");
- (e) Following defaults under loan documents, on October 18, 2024, CWB filed a Notice of Application for the appointment of BDO as Receiver of the Debtor's Property;

- (f) On December 4, 2024, BDO was appointed as Receiver over the Debtor's Property pursuant to an Order of the Honourable Justice W.D. Black of this Court (the "**Receivership Order**");
- (g) On January 16, 2025, Justice Black granted the Amended and Restated Receivership Order (the "**A&R Receivership Order**"), at the request of the Receiver and on consent of the Debtor and CWB. The A&R Receivership Order gave the Receiver the authority to examine under oath Mr. Shoker, as well as other persons who may be reasonably thought to have knowledge of the business and affairs of the Debtor, and granted certain related relief with respect to notices of examination served in connection with examinations under oath;
- (h) On February 28, 2025, the Receiver brought a motion returnable March 11, 2025, seeking, among other relief:
 - (i) an order finding the Debtor and Mr. Shoker in breach of the A&R Receivership Order and in contempt of court (the "**Contempt Order**");
 - (ii) a bankruptcy assignment order, authorizing the Receiver to assign, or cause the Debtor to be assigned, into bankruptcy and appointing BDO as trustee in bankruptcy (the "**Bankruptcy Assignment Order**");
 - (iii) an asset recovery order, compelling the occupants of certain Lots and Locations upon which any of the Property of the Debtor is or is reasonably believed to be located to provide the Receiver with access to such Lots and Locations and authorizing the Receiver to take possession of and remove

any Property of the Debtor from those premises (the “**Asset Recovery Order**”); and

- (iv) an examination and production order, among other things, authorizing the Receiver to examine under oath (i) Mrs. Jasvir Kaur Shoker (“**Jasvir**”), (ii) Ms. Manmeet Kaur Shoker (“**Manmeet**”), and (iii) Mr. Inderjit Walia (“**Walia**”); compelling Shoker to answer the undertakings given at the examination under oath held on January 24, 2025 and deliver to the Receiver the Property of the Debtor; and compelling the Connected Entities (as defined in the Examination and Production Order) to, among other things, produce various books and records of the Debtor and disclose the location of and deliver to the Receiver all vehicles, trailers, and other Property used in or in any way connected to the operation of the Debtor’s business (the “**Examination and Production Order**”);

- (i) On March 11, 2025, the Honourable Justice Penny of this Court granted the Bankruptcy Assignment Order, the Asset Recovery Order, and the Examination and Production Order, and adjourned the hearing of the Contempt Order to April 8, 2025;

- (j) On March 19, 2025, the Debtor was assigned into bankruptcy and BDO was appointed as trustee of the Debtor’s bankruptcy estate (in such capacity, the “**Trustee**”). The first meeting of creditors was held on April 9, 2025 and the appointment of BDO as Trustee was affirmed;

- (k) The Receiver has been advised by Mr. Shoker that the Debtor ceased active business operations in 2024 before the issuance of the Receivership Order;

The Receiver's Asset Recovery Efforts

- (l) Since December 2024, the Receiver has undertaken various steps to attempt to obtain possession of the Debtor's Property, particularly the Vehicles, review the relevant ownership documentation, and store the Repossessed Vehicles (defined below) in a secure location to prepare for sale;
- (m) As of May 7, 2025, the Receiver has recovered twenty-five (25) vehicles (the "**Repossessed Vehicles**") through the following efforts:
 - (i) Between December 4-14, 2025, the Receiver recovered fourteen (14) Vehicles at 425 Gibraltar, including trailers that Shoker returned to 425 Gibraltar to deliver to the Receiver;
 - (ii) Pursuant to the Asset Recovery Order, in March 2025, the Receiver's bailiff (the "**Bailiff**") recovered six (6) vehicles that were located at 7388 Guelph Line, Campbellville, Ontario (the "**Guelph Line Lot**") and has located but been unable to remove three (3) vehicles from the Guelph Line Lot, due to poor ground conditions;
 - (iii) Pursuant to the Asset Recovery Order, in March 2025, the Bailiff recovered four (4) vehicles that were located at 6950 Kenderry Gate, Mississauga, Ontario (the "**Kenderry Lot**"); and

- (iv) Based upon information received from Mr. Shoker on April 30, 2024, the Receiver recovered an additional vehicle located in Flamborough, Ontario;
- (n) The Receiver's recovery efforts remain ongoing;
- (o) The Peel Regional Police (the "**Police**") are conducting ongoing investigations into re-vinned vehicles that were found at the Kenderry Lot. As part of its investigations, the Police have seized property, including trucks and trailers, that were located at the Kenderry Lot. The Police have not yet released to the Receiver the vehicles that were seized at those premises;
- (p) The Receiver seeks approval of a process to sell certain of the Repossessed Vehicles, in order to begin realizing on value for the secured creditors on these depreciating assets;

The Auction Sale Approval and Lien Discharge Order

- (q) The Receiver seeks the Auction Sale Approval and Lien Discharge Order that approves the Auction Agreement for the sale of the Vehicles listed on Schedule "A" thereto, which schedule may be updated by the Receiver as additional Vehicles are recovered and upon notice to the Interested Parties (as defined below);
- (r) The Receiver and the Auctioneer have negotiated the Auction Agreement pursuant to which the Auctioneer has agreed to sell the Vehicles at an unreserved public auction scheduled to take place on May 21, 2025 in Ontario, and at any such future

auction as approved by the Receiver, including by way of internet auction (the **“Auction”**);

- (s) The Auction will begin as soon as the Auction Agreement is approved, and the Auctioneer will place the vehicles listed under Schedule “A” to the draft Sale Auction Approval and Lien Discharge Order in the Auction scheduled to take place on May 21, 2025;
- (t) As the Receiver anticipates that it will recover additional vehicles, the Auction Sale Approval and Lien Discharge Order provides a mechanism whereby the Receiver may update the listing of Vehicles in Schedule “A” to include additional recovered Vehicles (the **“Recovered Vehicles”**), summarized as follows:
 - (i) the Receiver shall provide notice (each a **“Recovered Vehicles Notice”**) to relevant parties who have a registered security interest in the applicable Recovered Vehicles, have informed the Receiver that they are asserting an interest therein or are the registered owner or lessor of the applicable Recovered Vehicles, other than the Debtor (the **“Interested Parties”**);
 - (ii) Interested Parties may elect within two weeks of delivery of a Recovered Vehicles Notice (the **“Recovery Notice Period”**) to either consent to the addition of the Recovered Vehicles under Schedule “A” or submit a request to the Receiver for the return of such Vehicles, accompanied by supporting documentation in form and substance acceptable to the Receiver in respect of the interest being asserted;

- (iii) the Recovered Vehicles shall be added to Schedule “A” if:
 - (1) the applicable Interested Party consents to the addition of the Recovered Vehicles under Schedule “A”; or
 - (2) within the Recovery Notice Period, the applicable Interested Party has not notified the Receiver that it opposes the addition of the Recovered Vehicles to Schedule “A”; and
- (iv) with respect to Recovered Vehicle(s) that an Interested Party has requested the Receiver return to the Interested Party:
 - (1) if the Receiver determines that the Interested Party is entitled to the return of the Recovered Vehicle(s), the Receiver shall coordinate such return with the Interested Party at the cost of the Interested Party; and
 - (2) if, upon review of the supporting documentation provided by an Interested Party and taking into consideration any other claims asserted in respect of the applicable Recovered Vehicle(s), the Receiver determines that the Interested Party is not entitled to the return of the Recovered Vehicle(s), the Receiver shall return before the Court to seek an Order to add such Recovered Vehicle(s) to Schedule “A”;

- (u) The Auction Sale Approval and Lien Discharge Order provides for the transfer of each of the Vehicles to the applicable purchaser thereof, free and clear of all liens, claims and encumbrances and provides for the transfer of such liens, claims and encumbrances to the proceeds of the sales of the Vehicles (the “**Net Proceeds**”), and that any dispute as to priority of the Net Proceeds shall be determined at a later date;
- (v) The Net Proceeds will be deposited into a trust account (the “**Net Proceeds Trust Account**”). The Net Proceeds from the Auction will be held by the Receiver pending the determination and resolution of any claims in respect of the Vehicles sold at Auction and any distributions of Net Proceeds will be subject to further Order of the Court;
- (w) As the Receiver anticipates that possessory liens under the *Repair and Storage Liens Act* (Ontario) (“**RSLA**”) may be registered against the Vehicles as they are recovered, the Auction Sale Approval and Lien Discharge Order provides a mechanism whereby such liens may be discharged upon the Receiver posting security into a trust account (the “**Lien Security Trust Account**”);
- (x) The Auction Agreement is fair and commercially reasonable in the circumstances;
- (y) The Receiver is of the view that a public auction is the most commercially reasonable means of realization and will optimize the chances of encouraging competitive offers and securing the best return for the Vehicles;

- (z) The notice process provided under the Auction Sale Approval and Lien Discharge Order strikes an appropriate balance between an efficient auction process and respecting the interests of Interested Parties, and any such sales are without prejudice to the ability of, among others, Interested Parties to assert priority to or entitlement in the Net Proceeds;
- (aa) The Auction Sale Approval and Lien Discharge Order will maximize recovery and is in the best interest of all stakeholders;

Sealing of the Confidential Appendix

- (bb) The Auction Agreement contains information related to the commission structure of the Auctioneer, a structure which is also based upon the potential realizable value of the Vehicles;
- (cc) The Receiver requests that these commission terms be sealed until the end of the Auction or at such time as the Vehicles are sold, whichever is later;
- (dd) There is no prejudice to any party in sealing the commission terms of the Auction Agreement, and the limit on the open court principle is minimal in light of the limited redactions to the Auction Agreement;

Other grounds

- (ee) Sections 183(1) and 243(1) of the *Bankruptcy and Insolvency Act*;
- (ff) Section 136 of the *Courts of Justice Act*;

(gg) Rules 1.04, 1.05, 2.01, 2.03, 3.02, and 37 of the *Rules of Civil Procedure*; and

(hh) Such further and other grounds as counsel may advise and this Court may permit.

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

(ii) The Receiver's Second Report, and the appendices thereto; and,

(jj) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 7, 2025

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CANADIAN WESTERN BANK

Applicant

-and- 8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**NOTICE OF MOTION
(AUCTION SALE APPROVAL AND LIEN DISCHARGE
ORDER)**

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TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

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Applicant

- and -

8438048 CANADA INC.

Respondent

**SECOND REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS COURT APPOINTED
RECEIVER AND MANAGER OF 8438048 CANADA INC.**

May 7, 2025

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INTRODUCTION AND PURPOSE OF REPORT

Introduction

1. On December 4, 2024, on application by Canadian Western Bank (“**CWB**”), BDO Canada Limited (“**BDO**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, over all of the assets, undertakings and properties (the “**Property**”) of 8438048 Canada Inc. (“**843**”, “**AMG**” or the “**Debtor**”) pursuant to an order of the Honourable Justice W.D. Black (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. On January 16, 2025, the Court issued an Order (the “**A&R Receivership Order**”) that expanded the Receiver’s powers to examine under oath Narinder Shoker (“**Shoker**”), the principal of AMG, and other persons reasonably thought to have knowledge of the affairs of AMG, and granted certain related relief in connection with notices of examination served for such examinations. A copy of the A&R Receivership Order is attached hereto as **Appendix “B”**.
3. AMG carried on business as a freight shipping, transport, and logistics management company. The Debtor carried on business from a leased property, municipally known as 425 Gibraltar Drive, Mississauga, Ontario.
4. Based on a review of the PPSA Search Results, the Registrant Identification Numbers (“**RINs**”) of AMG, and other materials provided by AMG’s creditors, the Receiver believes that AMG may have owned or financed approximately 218 trucks and trailers (“**AMG’s Vehicles**”).
5. Shoker is the sole director and officer of the Debtor.
6. On February 28, 2025, the Receiver brought a motion, returnable March 11 , 2025 (the “**March 11 Motion**”), seeking, among other relief, the following orders:
 - (a) an order finding AMG and Shoker in breach of the A&R Receivership Order and in contempt of court (the “**Contempt Order**”);
 - (b) a bankruptcy assignment order, authorizing the Receiver to assign the Debtor, or cause the Debtor to be assigned, into bankruptcy and appointing BDO as trustee in bankruptcy (the “**Bankruptcy Assignment Order**”);

- (c) an asset recovery order, compelling the occupants of certain Lots (as defined therein), including GFS International Inc. (“**GFS International**”), AMG Warehousing & Distribution Inc. (“**AMG Warehousing**”), Lion Force Transport Inc. (“**Lion Force**”), AMG Global Forwarding Inc. (“**AMG Global Forwarding**”), 14713737 Canada Inc. (“**147 Canada**”) and any other person or other entity occupying those Lots or any Locations (as defined therein) upon which any of the Property of the Debtor is or is reasonably believed to be located, to provide the Receiver with access to the Lots and Locations and authorizing the Receiver to take possession of and remove any Property of the Debtor located at the Lots and Locations (the “**Asset Recovery Order**”). The Asset Recovery Order also directed local police enforcement to assist the Receiver or its agents in enforcing the Asset Recovery Order; and
- (d) an examination and production order, among other relief, authorizing the Receiver to examine under oath (i) Mrs. Jasvir Kaur Shoker (“**Jasvir**”), (ii) Ms. Manmeet Kaur Shoker (“**Manmeet**”), and (iii) Mr. Inderjit Walia; compelling Shoker to answer the undertakings given at the examination under oath held on January 24, 2025 and deliver to the Receiver the Property of the Debtor; and compelling the Connected Entities (as defined in the Examination and Production Order) to, among other things, produce various books and records of the Debtor and disclose the location of and deliver to the Receiver all vehicles, trailers, and other Property used in or in any way connected to the operation of the Debtor’s business (the “**Examination and Production Order**”).
7. The Receiver served and filed a First Report to the Court dated February 28, 2025 (the “**First Report**”) in support of the March 11 Motion, which contained detailed background information in support of the relief sought at the March 11 Motion. A copy of the First Report, without appendices, is attached hereto as **Appendix “C”**. On March 10, 2025, the Receiver filed a Supplement to the First Report (the “**First Supplemental Report**”), which described, among other things, the Receiver’s findings pertaining to its review of AMG’s financial records, including the apparent transfer of funds from AMG’s accounts to Shoker’s personal accounts, as well as the details of the purported transfer of certain of AMG’s Vehicles from AMG to B.J.S. Transport Ltd. (“**B.J.S. Transport**”). These transfers were completed without the knowledge of Canadian Western Bank (“**CWB**”) or other financiers of AMG (together with CWB, the “**Financiers**”), and without any funds being deposited in AMG’s bank accounts in connection with the purported transfers. A copy of the First Supplemental Report, without appendices, is attached hereto as **Appendix “D”**.
8. On March 11, 2025, the Honourable Justice Penny granted the Bankruptcy Assignment Order, the Asset Recovery Order, and the Examination and Production Order (collectively, the “**March 11 Orders**”). Justice Penny adjourned the hearing of the Contempt Order to April 8, 2025.

9. Copies of the March 11, 2025 Orders and the related Endorsement of Justice Penny are attached hereto as **Appendix “E”**, **Appendix “F”**, **Appendix “G”**, and **Appendix “H”**, respectively.
10. On March 19, 2025, the Receiver assigned AMG into bankruptcy pursuant to the Bankruptcy Assignment Order, and BDO was appointed as trustee in bankruptcy (“**Trustee**”). The first meeting of creditors was held on April 9, 2025 and the appointment of BDO as Trustee was affirmed. Attached as **Appendix “I”** is a copy of the Notice of Bankruptcy and Creditors Package.
11. On April 4, 2025, the Receiver filed a Second Supplement to the First Report (the “**Second Supplemental Report**”, and together with the First Report and the First Supplemental Report, the “**Reports**”), which described, among other things, the steps taken pursuant to the Asset Recovery Order, recovery of AMG’s Vehicles recovered with the assistance of the police, the police’s ongoing investigation due to the discovery of the re-vinning of several vehicles, and additional findings with respect to financial transactions and payments to related parties. A copy of the Second Supplemental Report, without appendices, is attached hereto as **Appendix “J”**.
12. As described in greater detail in the Second Supplemental Report, the Second Bailiff attended the Kenderry Lot (each as defined in the Second Supplemental Report) pursuant to the Asset Recovery Order, but was denied entry by parties located on those premises. The Second Bailiff returned with the Peel Regional Police (the “**Police**”) and demanded entry. Upon entering the premises, the Second Bailiff and the Police discovered that the original VIN plates had been removed and replaced with different VIN plates on certain vehicles, which is commonly referred to as a vehicle being “re-vinned”. The Second Bailiff also observed that certain re-vinned vehicles had fake ownership documents. Upon these discoveries, the Police attending at the Kenderry Lot became suspicious of possible fraud being perpetuated on those premises, and called their Organized Crime Unit to attend the Kenderry Lot. The Police ultimately seized all property located at the Kenderry Lot, locked down the premises, and coordinated the removal and repossession of the vehicles onsite. The Receiver understands that the Police arrested Shoker at the Kenderry Lot. It is the Receiver’s understanding, through discussions with the Police and publicly available information, that Shoker has been charged criminally in connection with the aforementioned discoveries.
13. On April 8, 2025, the Receiver returned to Court to seek the Contempt Order against AMG and Shoker. At that hearing, AMG, Shoker and the Receiver agreed to an Order of the Honourable Justice Conway, (the “**April 8 Order**”), requiring Shoker to, by no later than May 6, 2025, among other things, provide to the Receiver: (i) delivery of the Missing Vehicles (as defined in the April 8 Order); (ii) exact locations and contact information for people with information regarding the Missing Vehicles; (iii) an explanation as to what happened with each Missing Vehicle; and (iv) details with respect to the transfer of any Missing Vehicles. Attached hereto as **Appendix “K”** is a copy of the April 8 Order and the corresponding Endorsement.

14. The Receiver's motion to seek the Contempt Order was adjourned to a hearing on May 20, 2025, which will be heard if Shoker's compliance with the April 8 Order is not satisfactory to the Receiver.
15. Copies of the material documents pertaining to these receivership proceedings are available on the Receiver's case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/8438048-canada-inc>.
16. Capitalized terms used but not otherwise defined in this Second Report have the meaning ascribed to them in the A&R Receivership Order, the Reports, or the Auction Sale Approval and Lien Discharge Order (defined below).

Purpose of the Second Report

17. The purpose of this Second Report of the Receiver dated May 7, 2025 (the "**Second Report**") is to provide information to the Court in support of the Receiver's request for an Order (the "**Auction Sale Approval and Lien Discharge Order**"), among other things:
 - (i) approving the Auction Services Agreement between Ritchie Bros. Auctioneers (Canada) Ltd. ("**Auctioneer**") and the Receiver, substantially in the redacted form attached as **Appendix "L"** to this Second Report (the "**Auction Agreement**") and the unredacted form attached as the Confidential Appendix to this Second Report, whereby the Auctioneer will sell the Vehicles, as defined in the Auction Sale Approval and Lien Discharge Order and set out in Schedule "A" of the Auction Sale Approval and Lien Discharge Order as agent for the Receiver by way of auction;
 - (ii) vesting each of the Vehicles in the corresponding purchaser, free and clear of encumbrances, upon the Auctioneer's delivery of a bill of sale to the purchaser;
 - (iii) effective upon the delivery of a bill of sale and the Receiver posting Lien Security for the Lien Claims (each as defined in the Auction Sale Approval and Lien Discharge Order) in a designated non-interest bearing trust account, discharging any Lien Claims registered on the applicable Vehicle;
 - (iv) approving a process for the Receiver to add any Vehicles that it may recover following the entry of the Auction Sale Approval and Lien Discharge Order to Schedule "A" thereof, on notice to the Interested Parties; and
 - (v) sealing the Confidential Appendix to the Second Report until the Vehicles are otherwise sold or disposed of pursuant to the Auction Agreement, or subject to further Order of the Court.

18. For the reasons described in greater detail throughout the Second Report, the Receiver recommends that this Court grant the above-noted relief.

Disclaimer and Terms of Reference

19. In preparing this Second Report, the Receiver has relied upon limited unaudited financial information available to the Receiver, the Debtor's books and records, and other information provided to it (collectively, the "**Information**"). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. The Receiver has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook and, as such, the Receiver expresses no opinion or other form of assurance in respect of the Information. An examination of the Debtor's financial forecasts in accordance with the Chartered Professional Accountants of Canada Handbook has not been performed.
20. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

21. Since the Second Supplemental Report, the Receiver has:
 - (a) arranged for insurance over all of the Repossessed Vehicles (as defined below);
 - (b) requested and arranged for the Auctioneer, an experienced auctioneer and liquidator of trucks and trailers, to provide estimated realizable values for the Repossessed Vehicles;
 - (c) requested the relevant security documents, including lease agreements, from the Financiers who have registered security interests in the Repossessed Vehicles;
 - (d) engaged a bailiff to assist in locating and seizing AMG's Vehicles pursuant to the Asset Recovery Order;
 - (e) engaged in discussions and correspondence with various parties including CWB, Financiers, suppliers, landlords, legal counsel for Shoker, Walia, Jasvir, and Manmeet;
 - (f) co-operated with the Police amidst their ongoing investigation into the re-winning of vehicles found at the Kenderry Lot;

- (g) worked with the Auctioneer to store the Repossessed Vehicles and negotiate auction terms;
- (h) identified and contacted various financial institutions that provided banking services to AMG to obtain information with respect to bank account balances and historical transactions; and
- (i) prepared this Second Report.

UPDATE ON ASSET RECOVERY EFFORTS

Status of Repossessed Vehicles

22. As of the date of this Second Report, and through the efforts described in the Receiver’s Reports, the Receiver has recovered twenty-five (25) Vehicles (the “**Repossessed Vehicles**”). Of those Repossessed Vehicles, the following fifteen (15) appear in the PPSA Search Results and the corresponding Financiers listed below have registered security interests in the Repossessed Vehicles:

VIN	Description	Financier
1FUJGLD5XELFN9273	2014 FREIGHTLINER CASCADIA CA125SLP	Equirex, A Division of Bennington Financial Corp.
3H3V532KXNJ304081	2022 HYUNDAI REEFER THERMOKING G-600	Canadian Western Bank
4V4NC9EH4NN297675	2022 VOLVOVN	Canadian Western Bank
527SR5328PL146902	2023 CMC REEFER TRAILER	Canadian Western Bank
5V8VC5322RT401789	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5323RT401445	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5325RT401446	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5328RT401716	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC532XRT401717	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC532XRT401720	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5327RT401447	2024 Vanguard VXP53 53 ft Van Trailer	Canadian Western Bank
1GRAA0629GW700610	2016 GREAT DANE REEFER TRAILER	Equirex, A Division of Bennington Financial Corp. Bodkin, A Division of Bennington Financial Corp.
1UYVS3532P6804202	2023 UTILITY TRAILER	Daimler Truck Financial Services Canada
4V4NC9EH1KN904918	2019 VOLVO 760	Equirex, A Division of Bennington Financial Services Canada Concentra Bank
5KJJBHDR3MLMT5821	2021 WESTERN STAR 5700 XE	Canadian Western Bank Mercedes-Benz Financial Services Canada Corporation Daimler Truck Financial

23. Three (3) of the Repossessed Vehicles that are secured to CWB, namely the 2024 Vanguard VXP 53' bearing VIN 5V8VC5323RT401445, the 2024 Vanguard VXP 53' bearing VIN 5V8VC5325RT401446, and the 2024 Vanguard VXP 53' bearing VIN 5V8VC5328RT401716, were amongst the twelve (12) trailers that were purportedly transferred by AMG to B.J.S. Transport pursuant to an alleged transaction between AMG and B.J.S. Transport (the "**B.J.S. Vehicle Transaction**"). According to VIN history searches, AMG is the registered owner of those vehicles, despite them being subject to a purported sale.

24. As described in greater detail in the First Supplemental Report and noted above, Shoker did not notify CWB that AMG sold vehicles subject to registrations under the *Personal Property Security Act* (Ontario) in CWB's favour. The Receiver has reviewed AMG's bank statements and has not located deposits that appear to represent payment from B.J.S. Transport to AMG in respect of those vehicles. For these reasons, the Receiver believes that the B.J.S. Vehicle Transaction was designed to defeat the interests of AMG's creditors.

25. Ten (10) remaining Repossessed Vehicles do not appear in the PPSA Search Results, as detailed below:

VIN	Description
4V4NC9EH5DN146262	2013 Volvo VNL T/A Sleeper Truck Tractor
1GCGG25C181144767	2008 Chevrolet Express 2500 Cargo Van
1FUJBCKX7LW97377	2007 Freightline Columbia Highway Tractor
4V4NC9EHXHN963930	Volvo D13
3AKJGLD62ESFV1682	2014 Freightliner Cascadia
4V4NC9EH6EN162259	2014 Volvo VN VNL Highway Tractor
4VANC9E3XFN174676	2015 Volvo VNL T/A Sleeper Truck Tractor
4V4NC9EH8HN963523	Volvo Truck
1FUJA6CK55LN90440	2005 Truck
1GRAA0620BW702982	2011 GREA Freight Van

26. The Receiver is making efforts to determine ownership of the Repossessed Vehicles that do not appear in the PPSA Search Results by conducting VIN history searches and through verifying other relevant information, including the periodic information received from Shoker.

27. As of the date of this Second Report, the Receiver has confirmed that AMG is the registered owner of the 2005 Truck bearing VIN 1FUJA6CK55LN90440 and the 2008 Chevrolet Express 2500 Cargo Van bearing VIN 1GCGG25C181144767. Through VIN history searches, the Receiver had identified that GFS Haulers, an entity controlled by Manmeet, is the registered owner of the 2008 Chevrolet Express 2500 Cargo Van bearing VIN 1GCGG25C181144767 (the "**Cargo Van**") and the 2014 Volvo VN VNL Highway Tractor bearing VIN 4V4NC9EH6EN162259 (the "**Highway Tractor**"). The Receiver also identified through VIN history searches that B.J.S. Transport, an entity controlled by

Jasvir, is the registered owner of the 2011 GREA Freight Van bearing VIN 1GRAA0620BW702982 (the “**Freight Van**”)¹, and that the registered lessee is AMG Warehousing, an entity controlled by Jasvir. However, correspondence from counsel for AMG received on April 30, 2025 indicated that the Cargo Van, Highway Tractor, and Freight Van are three of ten vehicles that Shoker has previously described as being “paid off” vehicles of AMG. On this basis, based on the representations from Shoker, the Receiver understands that these vehicles are the property of AMG.

28. Through its external legal counsel, Fasken, the Receiver has contacted Bennington, Daimler, and Mercedes-Benz Financial Services Canada Corporation (“**Mercedes**”) to request their relevant security documents, including leasing agreements. On May 1, 2025, Bennington replied to Fasken and provided their relevant leasing agreements. Among other things, Bennington also confirmed that it is not asserting an interest in the 2014 Freightliner Cascadia bearing VIN 3AKJGLD62ESFV1682. The Receiver, with the assistance of its legal counsel, is reviewing the relevant documents provided by Bennington.
29. As of the date of the Second Report, the Receiver has not received a response from Daimler or Mercedes.
30. As discussed in the Second Supplemental Report, the Receiver was aware that, as part of their investigations, the Police had seized property, including trucks and trailers, located at the Kenderry Lot, which may include Property of AMG. The Police investigations remain ongoing and, as of the date of this Second Report, the Police have not yet released any of the seized property to the Receiver.
31. The Receiver is further aware that, during the Police investigations, assets that may belong to AMG were towed from the Kenderry Lot and are currently being stored at various repair or mechanic shops. Based on experiences in other similar matters, the Receiver understands that towing rates typically range between \$500-\$800. The Receiver is aware that one towing company is charging \$8,220.75 for the costs of towing and storage, which it will require be paid prior to the vehicle being released.
32. The Receiver understands that bailiffs and towing companies may register liens against vehicles in their possession pursuant to the *Repair and Storage Liens Act* (Ontario) (“**RSLA**”). The Receiver also understands that repair and mechanic shops may also register liens under the RSLA in respect of repairs; however, if they are holding vehicles and accruing storage costs, they may only release those vehicles in their possession subject to the party seeking to recover the vehicles paying significant sums of money. The Receiver understands that such registrations could occur in the future, and as additional Missing Vehicles may be recovered. As described in greater detail below,

¹ The Receiver located the Freight Van in Flamborough, Ontario, following the correspondence received from counsel for Shoker on April 30, 2025.

the Receiver is seeking a mechanism in the Auction Sale Approval and Lien Discharge Order to vacate any liens (the “**Lien Claims**”) against Vehicles being sold pursuant to that Order, with the proceeds to be held in trust (the “**Lien Claim Trust**”) by the Receiver pending resolution of the validity and enforceability of those liens, or further Order of the Court.

Asserted Interests in the Repossessed Vehicles

33. The Receiver understands that the Auctioneer had begun to advertise certain of the Repossessed Vehicles on its website in advance of the Auction.
34. On April 10, 2025, the Auctioneer received a letter from counsel for B.J.S. Transport that, among other things, asserted that nine trailers listed for sale on the Auctioneer’s website were the property of B.J.S. Transport (“**April 10 B.J.S. Counsel Letter**”). A copy of the April 10 B.J.S. Counsel Letter is attached hereto as **Appendix “M”**.
35. On April 11, 2025, the Auctioneer received an additional letter from counsel for B.J.S. Transport (the “**April 11 B.J.S. Counsel Letter**”) and together with the April 10 B.J.S. Counsel Letter, the “**B.J.S. Counsel Letters**”). Among other things, counsel reiterated the position that the trailers listed in the April 10 B.J.S. Counsel Letter are the property of B.J.S. Transport and requested their return to B.J.S. Transport without delay. A copy of the April 11 B.J.S. Counsel Letter is attached hereto as **Appendix “N”**.
36. On April 15, 2025, counsel for the Receiver responded by letter to counsel for B.J.S. Transport, advising, among other things, that the Auctioneer was in possession of only one of the nine (9) trailers listed in the B.J.S. Counsel Letters and that the trailers are subject to prior ranking security interests registered against AMG (the “**April 15 Letter**”). A copy of the April 15 Letter is attached hereto as **Appendix “O”**.
37. It appears that the Auctioneer inadvertently posted some of AMG’s Vehicles for sale on its website that the Receiver is not in possession of. The website has since been updated with current information on the Vehicles to be sold at the auction.
38. The VINs listed in the April 10 B.J.S. Counsel Letter, the corresponding lessor of the trailer to B.J.S. Transport, and the corresponding Financiers, as appears in the PPSA Search Results, are set out in the below table:

VIN	Lessor to B.J.S. Transport	Financier with registered security interest against AMG
3H3V532K2NJ304074	Breadner	CWB
3H3V532KXNJ304078	Breadner	CWB
3H3V532K1NJ304079	Breadner	CWB
3H3V532KXNJ304081	Breadner	CWB
3H3V532K1NJ304082	Breadner	CWB
3H3V532K3NJ304083	Breadner	CWB
3H3V532C5MT400017	Breadner	Breadner
1UYVS3532P6804202(the "Daimler Vehicle")	Daimler	Daimler
527SR5328PL146902	Daimler	CWB

39. As set out in the April 15 Letter, of the vehicles listed in the B.J.S. Counsel Letters, the Receiver is only in possession of the Daimler Vehicle. The Daimler Vehicle is not one of the Repossessed Vehicles currently listed in Schedule "A" of the Auction Sale Approval and Lien Discharge Order, which is set out below.

AUCTION SALE AND AUCTION SERVICES AGREEMENT

40. The Receiver seeks to begin the process of selling the Repossessed Vehicles at auction to be conducted by the Auctioneer. Subject to the approval of this Court, the Receiver and the Auctioneer have negotiated an Auction Agreement² pursuant to which the Auctioneer has agreed to sell AMG's, subject to the terms and conditions therein.

41. Key terms of the Auction Agreement include:

- a. the Auctioneer will sell the Vehicles that appear on the Schedule "A" of the Auction Sale Approval and Lien Discharge Order, as may be amended from time to time (and described below);

² The Auction Agreement appended to this Second Report is in form and substance satisfactory to both the Auctioneer and the Receiver, and is currently in the process of being executed by the parties.

- b. the Vehicles will be sold beginning at the auction scheduled to take place on May 21, 2025 in Ontario and at any such future auction as approved by the Receiver, including by way of internet auction (collectively, the “**Auction**”);
 - c. a bill of sale will be provided by the Auctioneer to any purchaser in connection with the Auction, and upon delivery of the bill of sale, title to the applicable asset(s) will vest in such purchaser of the Vehicles listed in the bill of sale free and clear of all liens and encumbrances; and,
 - d. the Auction Agreement is conditional on the Receiver obtaining the Court approval of same.
42. The Receiver is of the view that the terms of the Auction Agreement are fair and reasonable. Beginning to sell at Auction will allow the Receiver to quickly monetize the Debtor’s assets and reduce the cost of holding and storing depreciating assets.
43. At this time, the Receiver is only seeking include the following fifteen (15) of the Repossessed Vehicles (the “**Current Schedule “A” Vehicles**”) in the Auction, which are either subject to PPSA financing registrations in favour of CWB, or that the Receiver has reasonable grounds to believe are the property of AMG:

VIN	Description	Party with PPSA Registration in VIN (if applicable)
3H3V532KXNJ304081	2022 HYUNDAI REEFER THERMOKING G-600	Canadian Western Bank
4V4NC9EH4NN297675	2022 VOLVOVN	Canadian Western Bank
527SR5328PL146902	2023 CMC REEFER TRAILER	Canadian Western Bank
5V8VC5322RT401789	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5323RT401445	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5325RT401446	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5328RT401716	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC532XRT401717	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC532XRT401720	2024 VANGUARD VXP 53'	Canadian Western Bank
5V8VC5327RT401447	2024 Vanguard VXP53 53 ft Van Trailer	Canadian Western Bank
1FUJA6CK55LN90440	2005 Truck	
4VANC9E3XFN174676	2015 Volvo VNL T/A Sleeper Truck Tractor	
4V4NC9EH6EN162259	2014 Volvo VN VNL Highway Tractor	
3AKJGLD62ESFV1682	2014 Freightliner Cascadia	
1GRAA0620BW702982	2011 GREA Freight Van	

44. The Current Schedule "A" Vehicles are secured to CWB either through specific security registrations against the applicable VINs, or they are subject to CWB's security interests in all present and after acquired property of AMG created by the General Security Agreement dated as of July 24, 2023 executed by AMG in favour of CWB. As well, with respect to the 2014 Freightliner Cascadia bearing VIN 3AKJGLD62ESFV1682, as noted above, Bennington has confirmed that it is not asserting an interest in this Vehicle.
45. The Receiver expects that additional Missing Vehicles (as defined in the First Report) will be recovered at future dates, including as the Police further their investigations. In such circumstances, it is possible that the Receiver may wish to sell AMG's Vehicles recovered at future dates, that Financiers with security interests registered in the respective AMG's Vehicles may ask the Receiver to arrange for their sale on their behalf, or for which Financiers may consent to such sales or seek the return of their collateral.
46. The Receiver believes that, instead of returning to Court each time the Receiver recovers Missing Vehicles, the additional authority to sell those Missing Vehicles may be achieved by updating the list of Vehicles included in Schedule "A" of the Auction Sale Approval and Lien Discharge Order, upon notice to all Interested Parties that may have an interest in the Vehicles. The Order will also contain a mechanism for parties to dispute the Receiver's authority to sell the Missing Vehicles, in which case the Receiver will either negotiate a consensual resolution with the affected party or return to Court to seek a further Order authorizing it to sell the Vehicles in question.
47. In particular, the Auction Sale Approval and Lien Discharge Order provides that, upon the Receiver recovering additional vehicle(s) (the "**Recovered Vehicles**"):
 - a. The Receiver shall, as soon as commercially reasonable, provide notice in writing to: (i) any PPSA Claimants (as defined therein) with a security interest in the applicable Recovered Vehicle(s), (ii) any other party who has informed the Receiver that it is asserting an interest in the applicable Recovered Vehicle(s), and (iii) any registered owner or lessor of the Vehicle(s) (collectively, the "**Interested Party**" or "**Interested Parties**"), that it is in possession of the Recovered Vehicle(s) (the "**Recovered Vehicle(s) Notice**"). The Recovered Vehicle shall identify the Recovered Vehicle(s) by VIN;
 - b. Interested Parties shall have two (2) weeks from the date of the Recovered Vehicle(s) Notice (the "**Recovery Notice Period**") to advise the Receiver, in writing, if
 - a. they consent to the addition of the Recovered Vehicle(s) to Schedule "A" of the Order and the sale of the applicable Recovered Vehicle(s) by the Auctioneer.; or

- b. they are seeking the return of the Recovered Vehicle(s), identified by VIN, to the applicable Interested Party, in which case they shall provide to the Receiver within the Recovery Notice Period any supporting documentation, supporting their request for the return of the Recovered Vehicle(s) (the “**Requested Turn-Over Vehicle(s)**”);
 - c. Upon the expiry of the Recovery Notice Period, the Recovered Vehicle(s) shall be added to Schedule “A” of the Auction Sale Approval and Lien Discharge Order if:
 - a. the applicable Interested Parties consent to the addition of the Recovered Vehicle(s) to Schedule “A” of the Order; or
 - b. no applicable Interested Party has notified the Receiver of its opposition to the inclusion of the Recovered Vehicle(s) to Schedule “A” of the Order;
 - d. If the Receiver receives a Requested Turn-Over Vehicle(s) request from an Interested Party prior to the expiry of the Recovery Notice Period, the Receiver shall evaluate the information provided in respect of the Requested Turn-Over Vehicle(s) and:
 - a. if the Receiver determines that the Interested Party is entitled to the return of the Requested Turn-Over Vehicle(s), it shall coordinate such return with the Interested Party, which return shall be at the cost of the Interested Party, including reimbursing the Receiver for certain related recovery costs; or
 - b. if the Receiver determines that the Interested Party is not entitled to the return of the Requested Turn-Over Vehicle(s), it shall return to Court to seek an Order to add the Recovered Vehicle(s) to Schedule “A” of this Order, on notice to the Interested Party.
48. The Receiver will post any updates to Schedule “A” of the Auction Sale Approval and Lien Discharge Order on the Receiver’s website, and it is contemplated that the provisions of that Order, will apply to the sale of any Recovered Vehicle(s) without further Order of the Court.

49. The Current Schedule "A" Vehicles includes only those vehicles that are either subject to PPSA financing registrations in favour of CWB, or that the Receiver has reasonable grounds to believe are the property of AMG. As additional Missing Vehicles are recovered, the Receiver intends to add them to Schedule "A" in accordance with the terms of the Auction Sale Approval and Lien Discharge Order. In addition, the Police have advised the Receiver that due to tampering with the Identifying Marks on certain of the vehicles they seized, it is difficult to conclusively identify certain of the vehicles that the police have seized to date. The Receiver will continue to work with the Police, the vehicle manufacturers, and the Ministry of Transportation ("MTO") to narrow down the possible Identifying Marks to a range of VINs that coincide with the timing of production for a specific make and model of vehicle. If the Receiver determines that any of the VINs registered under the PPSA or RIN searches conducted against AMG fall within the range of VINs provided by the vehicle manufacturers, the Receiver intends to work with MTO to have the VIN plate reprinted such that the vehicle can be sold pursuant to the procedures set out in the Auction Sale Approval and Lien Discharge Order.
50. The Auction Sale Approval and Lien Discharge Order also provides a mechanism whereby Lien Claims registered against a Vehicle are discharged and released upon the closing of a sale of such asset upon the Receiver depositing security for the Lien Claim into the Lien Claim Trust Account. Upon such discharge, the Receiver will deliver a Discharge Notice in the manner prescribed in the Auction Sale Approval and Lien Discharge Order to the corresponding Lien Claimant.
51. The Net Proceeds and the Lien Claim Security will be held in their respective trust accounts pursuant to the Auction Sale Approval and Lien Discharge Order. Any distribution of proceeds from the sale of Vehicles pursuant to that Order will be subject to further Order of the Court.

Confidentiality of the Commission Structure in the Auction Agreement

52. The Auction Agreement includes, among other things, the commission structure for the Auctioneer in respect of any Vehicles sold at Auction. This is sensitive commercial information that could reveal potential valuation of the Vehicles and could potentially influence bids received for the Vehicles at Auction. The Auction Sale Approval and Lien Discharge Order seeks to seal the unredacted Auction Agreement attached as the Confidential Appendix to this Second Report, until the Vehicles are sold to Purchasers or until such further Order of this Court.

AUCTION SALE APPROVAL AND LIEN DISCHARGE ORDER

53. The Receiver respectfully recommends that this Court authorize the Receiver to enter into the Auction Agreement and approve the Auction Sale Approval and Lien Discharge Order for the following reasons:

- (a) the Receiver requires the Auction Sale Approval and Lien Discharge Order to deal with PPSA registrations and liens in a timely manner in order to close sale transactions with prospective purchasers and deliver clear title to the prospective purchasers;
- (b) the commercial terms of the Auction Agreement are reasonable and consistent with industry standards;
- (c) the commission structure provided for in the Agreement is favourable to the Debtor's estate and creditors;
- (d) the Auctioneer is experienced with selling similar vehicles. The Receiver is of the view that engaging a different liquidator would only delay the sale of the Vehicles, drive up costs, and impair available recoveries;
- (e) the notice mechanism under the Auction Sale Approval and Lien Discharge Order will provide the Receiver with a fair and efficient process by which the Receiver will notify the parties on the Service List of its intention to auction additional vehicles as they are recovered, in accordance with the process described above, which will not require the Receiver to expend the time and resources involved with returning to Court for subsequent sale approval orders;
- (f) there is an upcoming Auction that will allow the Receiver to quickly monetize the Vehicles currently in its possession;
- (g) the Auction Sale Approval and Lien Discharge Order will be the most efficient path forward to sell vehicles subject to RSLA registrations, while preserving claimants' rights;
- (h) the process of depositing the Net Proceeds and posting security into the Trust Account will respect the rights and interests of PPSA and RSLA claimants, as neither amounts will be released from the Trust Account until these claims are reviewed, assessed, and finally determined, on notice to the relevant stakeholders, and any such sale will be without prejudice to the ability of the Receiver, Interested Parties, or affected creditors to assert or dispute the priority of and entitlement to the Net Proceeds; and
- (i) the proposed sealing of the Confidential Appendix is appropriate, as the Auction Agreement is available to the public with limited redactions, no party would be prejudiced by sealing this information, and disclosure to the public at large would serve no significant public interest.

54. CWB currently has first ranking security interests in the Current Schedule "A" Vehicles, and has consented to these Vehicles being sold by the Auctioneer at Auction.
55. The Receiver is continuing to work with the balance of secured creditors to either include their respective vehicles subject to their security in the Auction or to arrange for these creditors to repossess the vehicles subject to their security. If there is any dispute between the Receiver and such creditors regarding the inclusion of the assets subject to their security in the Auction, the Receiver will return to Court to address same, in accordance with the terms of the Auction Sale Approval and Lien Discharge Order.

SUMMARY AND RECOMMENDATIONS

56. Based on the foregoing, the Receiver respectfully requests that the Court grants the relief described in paragraph 17 above, and substantially in the form of Order found in the Receiver's Motion Record.

All of which is respectfully submitted this 7th day of May, 2025

BDO CANADA LIMITED
in its capacity as Receiver of 8438048 Canada Inc. and not in its personal capacity

Per:



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

APPENDIX A

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

THE HONOURABLE) WEDNESDAY, THE 4TH DAY
)
JUSTICE W.D. BLACK) OF DECEMBER, 2024
)

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Canadian Western Bank (the “**Applicant**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 8438048 Canada Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the “**Property**”), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Jay Hamblin sworn November 14, 2024 and the Exhibits thereto, the Supplementary Affidavit of Jay Hamblin sworn November 28, 2024 and the Exhibits

thereto and on hearing the submissions of counsel for the Applicant and such other counsel and parties listed on the Participant Information Form, no one else appearing, although duly served as appears from the affidavits of service of Alec Hoy sworn November 22, 2024 and November 29, 2024 and on reading the consent of BDO to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and the method of service validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of the Property.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreement (including any amendment and modification thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons from time to time (each, a “**Professional Advisor**”) and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver’s name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion, and with the Applicant’s consent, may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to consult with the Applicant on all matters relating to the Property and the receivership from time to time and to provide such information to the Applicant as may be reasonably requested;
- (o) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at their standard rates and charges;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, and all other persons acting on its instructions or behalf, (iii) 14713737 Canada Inc., and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons, including, for greater certainty, any corporation or entity that licenses to the Borrower the use of fleet-management software, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records and any other papers, records and information and cloud-based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting

of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

7. **THIS COURT ORDERS** that, upon receiving a request by the Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada are hereby directed to provide the Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order

shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens,

charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificate**") for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ●.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. **THIS COURT ORDERS** that the Receiver and its counsel are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtor, the Debtor's creditors or other interested parties and their advisors.

GENERAL

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

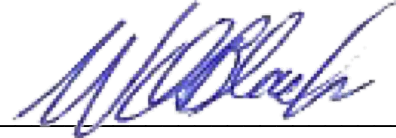
31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective and are enforceable without the need for entry and filing.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties, including real property, of 8438048 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated _____, 2024 made in an application having Court file number CV-24-00729834-00CL (the "**Order**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2024.

**BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per: _____

Name:

Title:

Canadian Western Bank
Applicant

and 8438048 Canada Inc.
Respondent

Court File No. CV-24-00729834-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING RECEIVER)**

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Lawyers for the Applicant, Canadian Western Bank

APPENDIX B



Court File No. CV-24-00729834-00CL

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

THE HONOURABLE) THURSDAY, THE 16TH DAY
JUSTICE W.D. BLACK) OF JANUARY, 2025

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**AMENDED AND RESTATED ORDER
(Amending and Restating Order (Appointing Receiver) dated December 4, 2024)**

THIS APPLICATION made by Canadian Western Bank (the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 8438048 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the "**Property**"), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Jay Hamblin sworn November 14, 2024 and the Exhibits thereto, the Supplementary Affidavit of Jay Hamblin sworn November 28, 2024 and the Exhibits thereto, and the Aide Memoire of the Receiver dated January 14, 2025 and on hearing the submissions of counsel for the Receiver, and such other counsel and parties listed on the Participant Information Form, no one else appearing, although duly served as appears from the affidavits of service of Alec Hoy sworn November 22, 2024 and November 29, 2024, and on reading the consent of BDO to act as the Receiver and the consents of the Applicant and the Debtor dated January 14, 2025,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and the method of service validated so that this application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that references in this Order to the “date of this Order” or similar phrases refer to the date the Order (Appointing Receiver) of this Court was originally granted in these proceedings, being December 4, 2024.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of the Property.

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreement (including any amendment and modification thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons from time to time (each, a "**Professional Advisor**") and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion, and with the Applicant's consent, may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

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- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to consult with the Applicant on all matters relating to the Property and the receivership from time to time and to provide such information to the Applicant as may be reasonably requested;
- (o) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at their standard rates and charges;

- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) to examine under oath Narinder Shoker and any other person reasonably thought to have knowledge of the affairs of the Debtor or any person who is or has been an agent, an officer, a director, a shareholder and/or an employee of the Debtor, respecting the Debtor or the Debtor's dealings or property, with all of procedures for examination and the rights and powers afforded to a trustee under section 163 of the BIA;
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, and all other persons acting on its instructions or behalf, (iii) 14713737 Canada Inc., and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons, including, for greater certainty, any corporation or entity that licenses to the Borrower the use of fleet-management software, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records and any other papers, records and information and cloud-based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent

service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

8. **THIS COURT ORDERS** that, upon receiving a request by the Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada are hereby directed to provide the Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

9. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

10. **THIS COURT ORDERS** that any person referred to in paragraph 4(t) hereof who fails to present themselves for examination or to produce on their examination any book, document, paper or electronic file relating to the matters referred to in paragraph 4(t) hereof in accordance with a notice of examination issued to them by the Receiver may be compelled by further order of this Court to attend and testify, and to produce on their examination any such book, document, paper or electronic file.

NO PROCEEDINGS AGAINST THE RECEIVER

11. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

12. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract”

as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

14. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

16. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

17. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

18. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

23. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “A”** hereto (the “**Receiver’s Certificate**”) for any amount borrowed by it pursuant to this Order.

27. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

28. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/8438048-canada-inc.>

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

30. **THIS COURT ORDERS** that the Receiver and its counsel are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these

proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtor, the Debtor's creditors or other interested parties and their advisors.

GENERAL

31. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

33. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

35. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security

or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

37. **THIS COURT ORDERS** that this Order and all of its provisions are effective and are enforceable without the need for entry and filing.

A handwritten signature in blue ink is positioned above a solid horizontal line. The signature is cursive and appears to read 'M. Black'. The line extends across the width of the signature.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties, including real property, of 8438048 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated _____, 2024 made in an application having Court file number CV-24-00729834-00CL (the "**Order**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2024.

**BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per: _____

Name:

Title:

Canadian Western Bank

Applicant

and

8438048 Canada Inc.

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AMENDED AND RESTATED ORDER
(Amending and Restating Order (Appointing Receiver) dated
December 4, 2024)

FASKEN MARTINEAU DuMOULIN LLP

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Lawyers for the Receiver, BDO Canada Limited

APPENDIX C

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

**FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS COURT APPOINTED RECEIVER
AND MANAGER OF 8438048 CANADA INC.**

February 28, 2025

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XX.	Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 6, 2025
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ZZ.	Email from Michael Cassone to Fasken Martineau DuMoulin LLP dated January 23, 2025
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BBB.	Excerpts of Report of David Wiebes enclosing photos
CCC.	Letter from Fasken Martineau DuMoulin LLP to GFS International Inc. dated February 14, 2025
DDD.	Letter from Fasken Martineau DuMoulin LLP to B.J.S. Transport Ltd. dated February 14, 2025
EEE.	Letter from Fasken Martineau DuMoulin LLP to AMG Global Forwarding Inc. dated February 14, 2025
FFF.	Letter from Fasken Martineau DuMoulin LLP to AMG Warehousing & Distribution Inc. dated February 14, 2025
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INTRODUCTION AND PURPOSE OF REPORT

Introduction

1. On December 4, 2024, on application by Canadian Western Bank (“**CWB**”), BDO Canada Limited (“**BDO**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, over all of the assets, undertakings and properties (the “**Property**”) of 8438048 Canada Inc. (“**843**”, “**AMG**” or the “**Debtor**”), pursuant to an order of the Honourable Justice W.D. Black (the “**Receivership Order**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. On January 16, 2025, the Court issued an Order (the “**A&R Receivership Order**”) that, as explained in greater detail below, expanded the Receiver’s powers to examine under oath Narinder Shoker (“**Shoker**”) and other persons reasonably thought to have knowledge of the affairs of AMG, and granted certain related relief in connection with notices of examination served for such examinations. A copy of the A&R Receivership Order is attached hereto as **Appendix “B”**.
3. Copies of the material documents pertaining to these receivership proceedings are available on the Receiver’s case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/8438048-canada-inc>.

Purpose and Summary of Conclusions

4. The purpose of this First Report of the Receiver (the “**First Report**”) is to:
 - (a) update the Court on the Receiver’s activities since the date of its appointment;
 - (b) report on the efforts of the Receiver to take possession of the assets, property and books and records of the Debtor, including the examination under oath of Narinder Shoker held on January 24, 2025, and the challenges encountered by the Receiver as a result of the Debtor’s lack of cooperation with the Receiver; and,
 - (c) provide information to the Court in support of the Receiver’s request for the following Orders:
 - (i) an Order (the “**Contempt Order**”) finding AMG and Shoker in breach of the A&R Receivership Order and in civil contempt of court, and scheduling a hearing with respect to the sentencing of AMG and Shoker;
 - (ii) an Order (the “**Bankruptcy Assignment Order**”) authorizing but not obligating the Receiver to assign, or cause the Debtor to be assigned, into bankruptcy and appointing BDO as trustee in bankruptcy;
 - (iii) an Order (the “**Asset Recovery Order**”), among other things:

- (i) compelling GFS International Inc. (“**GFS International**”) and AMG Warehousing & Distribution Inc. (“**AMG Warehousing**”) to provide the Receiver or its agents and representatives with immediate access to 455 Gibraltar Ave, Mississauga, Ontario (the “**Gibraltar Lot**”);
 - (ii) compelling Lion Force Transport Inc. (“**Lion Force**”) to provide the Receiver or its agents and representatives with immediate access to 6950 Kenderry Gate, Mississauga, Ontario (the “**Kenderry Lot**”);
 - (iii) compelling AMG Global Forwarding Inc. (“**AMG Global Forwarding**”) and 14713737 Canada Inc. (“**147 Canada**”) to provide the Receiver or its agents and representatives with immediate access to 7372 Guelph Line Milton, Ontario and 7388 Guelph Line Milton, Ontario (the “**Guelph Line Lot**”, and together with the Gibraltar Lot and the Kenderry Lot, the “**Lots**”);
 - (iv) compelling any other person or other entity occupying any real property, premises, or structures upon which any of the Property of the Debtor is or is reasonably believed to be located (the “**Locations**”) to provide the Receiver or its agents and representatives with immediate access to the Locations;
 - (v) authorizing the Receiver or its agents and representatives to take possession of and remove any Property of the Debtor located at the Lots and Locations;
 - (vi) prohibiting any person from moving, relocating, transporting or concealing any Property of the Debtor from the Receiver; and,
 - (vii) instructing the local police force or peace officers to assist the Receiver in implementing the Asset Recovery Order, as requested by the Receiver;
- (viii) an Order (the “**Examination and Production Order**”), among other things:

- (i) compelling Shoker to (i) answer the undertakings given at the examination under oath held on January 24, 2025, (ii) deliver to the Receiver the Property of the Debtor, (iii) cease, among other things, accessing, logging into, and manipulating any email accounts used in connection with or relating to the Debtor's business, and (iv) cease operating and/or holding themselves out as the Debtor or operating the business and affairs of the Debtor under any other entity;
 - (ii) authorizing the Receiver to examine under oath (i) Mrs. Jasvir Kaur Shoker ("**Jasvir**"), Shoker's spouse, (ii) Ms. Manmeet Kaur Shoker ("**Manmeet**"), Shoker's daughter, and (iii) Inderjit Walia ("**Walia**"), the former logistics manager of AMG, all of whom are reasonably thought to have knowledge of the affairs of the Debtor and the Debtor's Property;
 - (iii) compelling GFS International, AMG Warehousing, AMG Global Forwarding, B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. (altogether, the "**Connected Entities**") to, among other things, forthwith produce all of the books, records, and documents of the Debtor; (ii) produce a detailed listing of any transactions between the Debtor and these entities that occurred within the eighteen (18) month period preceding the A&R Receivership Order; and (iii) disclose the location of and deliver to the Receiver all vehicles, trailers, and other Property used in or in any way connected to the operation of the Debtor's business; and,
 - (iv) compelling Five Star Insurance Brokers Ltd. ("**Five Star**") and Bhanu Rana to produce to the Receiver the expired insurance policy binder with the insurance policies held by AMG (the "**Policy Binder**").
5. For the reasons described in greater detail throughout the Report, the Receiver recommends that this Court grant the above-noted relief.

Disclaimer and Terms of Reference

6. In preparing this First Report, the Receiver has relied upon limited unaudited, draft, and/or internal financial information, certain of the Debtors' books and records, the court materials filed in respect of these proceedings, as well as information gathered from discussions with various parties, including representatives of the Debtor, agents retained by the Receiver, and various stakeholders (collectively, the "**Information**").

7. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, as such, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. An examination of the Debtors’ financial forecasts in accordance with the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information reported on or relied upon in this First Report is based upon assumptions regarding future events; actual results achieved may vary from forecast and such variations may be material.
8. BDO assumes no responsibility or liability for loss or damage occasioned by any party as a result of the circulation, publication, re-production or use of this First Report. Any use that any party, other than the Court, makes of this First Report or any reliance on or a decision made based upon it is the responsibility of such party.
9. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
10. Capitalized terms used but not otherwise defined in this First Report have the meaning ascribed to them in the A&R Receivership Order.

BACKGROUND

Overview of AMG’s Operations

11. AMG is incorporated pursuant to the *Canada Business Corporations Act* and extra-provincially registered in Ontario. AMG carried on business as a freight shipping, transport, and logistics management company. According to the Federal Corporate Profile Report and the Ontario Corporate Profile Report (the “**Corporate Profile Reports**”), Shoker is the sole director and officer of AMG. The 2023 corporate income tax return for AMG states that Shoker is the sole shareholder of AMG. The Ontario Corporate Profile Report states that, among other names, AMG has operated under the business names of “AMG Global” and “GFS Logistics”. Copies of the Corporate Profile Reports are attached hereto as **Appendix “C”**.
12. AMG operated from leased premises municipally known as 425 Gibraltar Drive, Mississauga, Ontario (“**425 Gibraltar**”). The Corporate Profile Reports indicate that the Debtor’s principal place of business is 6 Darou Crescent, Brampton, Ontario (“**6 Darou**”). The Receiver understands that 6 Darou was Shoker’s personal residence.

13. As explained in greater detail below, the Receiver was advised that AMG ceased operations around the fall of 2024. The Receiver was advised that AMG was asked to vacate 425 Gibraltar as of December 1, 2024.
14. AMG's primary assets consisted of a fleet of trucks and trailers and related equipment used by AMG in its day-to-day operations in providing transportation services to its customers. The results from registrations against AMG under the *Personal Property Security Act* (Ontario) ("**PPSA Search Results**") disclose financing statement registrations by various creditors, including CWB and vehicle financing entities (the "**Financiers**"), for approximately 109 unique Vehicle Identification Numbers ("**VINs**"). There are also certain VINs with multiple registrations by multiple creditors.
15. The Receiver understands that the majority of the financing statements relate to vehicle loans to AMG or equipment financing leases between AMG and the various Financiers. Set out below is a table summarizing the Financiers with registrations appearing in the PPSA Search Results and the number of unique trucks and trailers, as evidenced by their VINs, for which these entities have registered financing statements:

Financier	Number Trucks/Trailers Registrations in PPSA Search Results
Add Capital Corp.	2
Big Rig Trailers & Leasing Inc.	3
Bodkin, A Division of Bennington Financial Corp. Concentra Bank Equirex, A Division of Bennington Financial Corp.	5
BVD Equipment Finance Inc.	12
Canadian Western Bank	51
Daimler Truck Financial Services Canada Mercedes-Benz Financial Services Canada	21
Flex-Cap Inc.	1
Meridian OneCap Credit Corp.	1
Mitsubishi HC Capital Canada Leasing Inc.	1
Paul Motor Leasing	3
R&S Trailer Leasing Limited (o/a Breadner Trailers)	5
Riordan Car and Truck Rentals Inc./Riordan Leasing Inc.	6
TFG Financial Corporation	2
Trac Lease Inc. and Affiliated Companies	1
Vault Credit Corporation	1

16. Based on a review of the PPSA Search Results, the Registrant Identification Numbers¹ (“**RINs**”) of AMG, and other materials provided by AMG’s creditors, the Receiver believes, through its own calculations, that AMG may have owned or financed approximately 218 trucks and trailers (the “**Vehicles**”).

Defaults on CWB Loans

17. As of November 12, 2024, AMG was indebted to CWB in an aggregate total of approximately CAD\$6,399,155 and USD\$515,958, inclusive of accrued interest and costs (collectively, the “**Indebtedness**”). The Affidavit of Jay Hamblin, Assistant Vice President in the Special Asset Management Unit of CWB, sworn November 14, 2024, sets out in detail the various loans provided by CWB to AMG (the “**Hamblin Affidavit**”).
18. As security for the Indebtedness, CWB holds a general security agreement dated July 24, 2023 in respect of all of the present and after-acquired property of AMG, security agreements in respect of the equipment and motor vehicles that were financed pursuant to certain equipment loans made available to AMG, and a personal guarantee from Shoker dated July 28, 2023 guaranteeing payment to CWB of all Indebtedness.
19. As set out in the Hamblin Affidavit, as a result of various defaults by AMG in relation to the Indebtedness, including granting security interests to other creditors without CWB’s prior written consent, on September 26, 2024, CWB issued demand letters and Notices of Intention to Enforce Security under section 244 of the BIA to AMG. By way of a notice of application issued on October 18, 2024, CWB commenced an application against AMG for the appointment of the Receiver.
20. On December 4, 2024, Justice Black issued the Receivership Order, among other things, appointing the Receiver over the Property of the Debtor. On consent of CWB and AMG, on January 16, 2025, Justice Black granted the A&R Receivership Order, which amended the Receivership Order to:
 - (a) expand the Receiver’s powers to examine, under oath, Shoker and any other person reasonably thought to have knowledge of the affairs of the Debtor or any person who is or has been an agent, an officer, a director, a shareholder and/or an employee of the Debtor, respecting the Debtor or the Debtor’s dealings or property, with all of procedures for examination and the rights and powers afforded to a trustee under section 163 of the BIA; and

¹ A RIN is a unique nine-digit number that identifies a business in Ontario’s motor vehicle registration system. Businesses require a RIN to register vehicles and obtain licence plates and driving permits.

- (b) compel, by further order of the Court, any person who fails to present themselves for examination or to produce on their examination any book, document, paper or electronic file in accordance with a notice of examination issued to them by the Receiver to attend and testify and to produce on their examination any such book, document, paper or electronic file.

ACTIVITIES OF THE RECEIVER

21. Following the issuance of the Receivership Order and as explained in greater detail throughout this Report, the Receiver has taken the following actions:

- (a) repeatedly attended 425 Gibraltar and inventoried the trucks and trailers located on the premises;
- (b) took possession of the Debtor's computers located at 425 Gibraltar;
- (c) seized fourteen (14) of the Vehicles that were found at 425 Gibraltar and relocated them to a secure location (the "**Recovered Vehicles**");
- (d) investigated the location of Vehicles that were not located at 425 Gibraltar (the "**Missing Vehicles**"), including engaging the services of bailiffs to assist in locating the Missing Vehicles;
- (e) communicated on numerous occasions with Shoker in order to understand AMG's affairs, the location of AMG's books, records, and bank accounts, as well as the location of the Missing Vehicles;
- (f) wrote to the equipment Financiers who had PPSA registrations and requested each to provide documentation and information pertaining to Vehicles relating to their registrations, including information pertaining to the return of the Vehicles subject to their respective security and efforts made by the Financiers to seize or locate the Vehicles;
- (g) contacted the Ontario Ministry of Transportation to freeze AMG's RINs, in order to halt unauthorized future transfers of any of the Vehicles;
- (h) obtained insurance coverage for the Recovered Vehicles;
- (i) issued demand letters and made receivable collection calls to customers;
- (j) investigated diverted customer payments;
- (k) held discussions with the Canada Revenue Agency ("**CRA**") and requested they conduct source deductions and HST trust audits;

- (l) reviewed the working papers provided to the Receiver by AMG's external accounting firm;
- (m) opened a new bank account in the name of the Receiver;
- (n) identified and contacted various financial institutions that provided banking services to AMG to obtain information with respect to bank account balances and historical transactions, to make arrangements to freeze all accounts, and to transfer any cash held in the bank account to the Receiver;
- (o) executed mail redirections;
- (p) assisted with and attended at the examination of Shoker conducted by external legal counsel for the Receiver, Fasken Martineau DuMoulin LLP ("**Fasken**");
- (q) issued the statutory notices required by section 245 of the BIA; and
- (r) prepared this First Report.

RECEIVER'S EFFORTS TO TAKE POSSESSION OF THE VEHICLES

22. Following the issuance of the Receivership Order, on December 4, 2024, the Receiver attended 425 Gibraltar for the purposes of meeting with Shoker, taking possession of AMG's assets and books and records, and securing the premises. Upon arriving at 425 Gibraltar, the Receiver interacted with the onsite security company, Eagle Vision Security ("**Eagle Vision**"). Eagle Vision refused the Receiver access to the premises and triggered the security alarm each time the Receiver attempted to enter the premises.
23. The Receiver eventually entered the premises and, specifically, entered the office space located on the premises in an effort to speak with employees of AMG. The Receiver observed individuals packing up computer equipment. Shoker was not observed in the office and it was later determined that he was not on the premises.
24. Walia was present at the office and identified himself to the Receiver as a manager of GFS International. According to the Corporate Profile Report, the sole director of GFS International is Manmeet who, as noted above, is Shoker's daughter. Shoker is identified in the Corporate Profile Report as an individual with significant control of GFS International, which, according to the Corporate Profile Report, means he owns at least 75% of the shares in GFS International. A copy of the Corporate Profile Report for GFS International is attached as **Appendix "D"**.

25. The Receiver was advised by Walia that AMG no longer occupied 425 Gibraltar and that the premises were being sub-leased from AMG and occupied by GFS International. Walia did not explain why GFS International was occupying 425 Gibraltar, but explained to the Receiver that the landlord of 425 Gibraltar required all tenants to vacate the property as of December 1, 2024. Walia represented to the Receiver that the vehicles onsite were not AMG's property and he was not aware of a location or separate office space occupied by AMG, whether onsite or otherwise. The Receiver was also advised by Walia that the operations and property of GFS International were separate and apart from those of AMG. At the time, the Receiver did not remove any of the property or the books or records from the office on the premises, nor did the Receiver catalogue the vehicles on the premises, in light of Walia's representations.
26. On December 4, 2024, the Receiver contacted Shoker by phone to arrange to meet with Shoker the following day at 425 Gibraltar. During the Receiver's phone conversation, Shoker advised that the operations of AMG had ceased several months prior to the Receivership Order, that AMG did not have any employees, and that the assets and operations located at 425 Gibraltar were related to other legal entities.
27. Following the Receiver's attendance at 425 Gibraltar, Fasken sent a letter to Dhanbir Jaswal, legal counsel to AMG (the "**December 4 Letter**"). Among other things, the letter advised that the Receiver would be reattending 425 Gibraltar on December 5, 2025, and requested that Shoker cooperate with the Receiver and provide the Receiver with the following information and documents:
 - (a) The current location of all of the vehicles that are, or were, owned or leased by AMG;
 - (b) Details and supporting documentation in connection with any transfer of title or lease of any vehicles to third parties;
 - (c) Details of the purported sub-lease agreements between AMG and GFS International, including a copy of the sub-lease agreement and any other relevant agreements; and,
 - (d) Any other information that would assist the Receiver in understanding these matters to assist the Receiver in locating the collateral of the various secured lenders.
28. The December 4 Letter concluded by stating:

We refer you to paragraph 4 of the Receivership Order that requires AMG and any of its current and former directors, officers, employees, agents, and legal counsel, among others, forthwith advise the Receiver of the existence of any Property in such Person's possession or control, grant immediate and continued access to the Property to the Receiver, and deliver all such Property to the Receiver upon the Receiver's request.

29. A copy of the December 4 Letter is attached hereto as **Appendix "E"**.

The December 5 Meeting and December 6 Response from AMG's Legal Counsel

30. On December 5, 2024, the Receiver met with Shoker at 425 Gibraltar. The meeting with Shoker was held in an office in the building on the premises that was different from the one the Receiver entered on the prior day. An employee of AMG provided the Receiver with access to a computer and login information for the Xpert Dispatch system, which the Receiver understands is an integrated dispatching, accounting, and maintenance software used by logistics companies. The Receiver was able to download information pertaining to AMG's accounts receivable from that system.
31. During the meeting with Shoker, the Receiver requested certain information and documentation from Shoker pertaining to employee records, the various financial records of AMG including those relating to CRA accounts for HST, source deductions, and corporate taxes, as well as bank statements and insurance policies. The Receiver also requested access to AMG's email accounts and information pertaining to the GPS location of the Vehicles. Shoker advised that the majority of the books and records were being held with AMG's accountant/bookkeeper. He refused to provide the name or contact information for that individual but advised the Receiver that he would provide the information requested. He also advised the Receiver that AMG was not using a GPS tracking system for the Vehicles. Shoker refused to discuss any of the Vehicles other than those secured by CWB and advised that all other Vehicles were repossessed by the various secured creditors and their respective bailiffs.
32. That same day, the Receiver completed an inventory of the vehicles located at 425 Gibraltar. The Receiver identified three (3) trucks and ten (10) trailers onsite believed to be owned by AMG. Shoker advised the Receiver that there were an additional ten (10) Vanguard trailers secured to CWB that were being stored offsite. He refused to provide the location of the trailers, but agreed to have them moved back to 425 Gibraltar for the Receiver to take possession. Shoker returned six (6) of the ten (10) Vanguard trailers to 425 Gibraltar, but never returned the remaining four (4) Vanguard trailers to the premises.
33. On December 5, 2024, the Receiver made arrangements with Ritchie Bros. Auctioneers ("**Ritchie**") to attend at the premises and move the vehicles to Ritchie's secure location.
34. On December 6, 2024, the Receiver followed up with Shoker requesting he produce copies of the corporate records and other documents and that he provide the Receiver with access to AMG's emails. Shoker responded and advised that he would provide the requested documents and access by the afternoon of Monday December 9, 2024.

35. On December 6, 2024, Mr. Jaswal responded to the December 4 Letter (the “**December 6 Letter**”), stating that:
- (a) The current location of all of the vehicles, leased by AMG, is 425 Gibraltar Drive, Mississauga, Ontario. We have attached the ownerships of the vehicles to this letter. All other vehicles leased from BVD and Daimler have been returned to their respective lessors, or were seized by their appointed bailiffs. I was advised that BDO Canada Limited, in its capacity as Court-Appointed Receiver and Manager of AMG (the “Receiver”) that the vehicles at the premises were going to be towed from the premises.
 - (b) AMG does not recall any title or lease transfers of any vehicles since entering into the lending agreement with Canadian Western Bank.
 - (c) There was no formal/express sublease between AMG and GFS.
36. The letter enclosed copies of 10 vehicle ownerships. Mr. Jaswal states in his letter that he “advised Mr. Shoker of paragraph 4” of the Receivership Order and its disclosure obligations. A copy of the December 6 Letter is attached hereto as **Appendix “F”**.
37. The Receiver never received the requested documents or email access by December 9, 2024 as promised. The Receiver followed up with Shoker via email on December 10, 2024 and again on December 12, 2024. Shoker responded on December 12, 2024 providing copies of the 2023 T4s for the employees and advised that he was working on providing the remaining documentation requested. Shoker has not provided the remaining documentation or access to emails, contrary to his representation.

The Receiver Reattends 425 Gibraltar to Take Possession

38. On December 6, 2024, the Receiver returned to 425 Gibraltar and observed that certain of the vehicles on the premises the prior day had been removed without the Receiver’s permission.² The Receiver asked Shoker about the vehicles that had been removed and he refused to confirm who had done so. The Receiver also asked about any security camera footage from the premises to confirm who removed the vehicles, but was advised by Shoker that Eagle Vision had dismantled the security system and was no longer monitoring the premises.

² The four (4) vehicles onsite on December 5, 2024 but that had been removed from the premises were:

2022 HYUNDAI REEFER THERMOKING G-600	3H3V532K1NJ304082
2022 HYUNDAI REEFER THERMOKING G-600	3H3V532K2NJ304074
2022 HYUNDAI REEFER THERMOKING G-600	3H3V532K3NJ304083
2022 HYUNDAI REEFER THERMOKING G-600	3H3V532KXNJ304078

39. On or around December 6 and 7, 2024, the Receiver was able to take possession of the following fourteen (14) Recovered Vehicles from 425 Gibraltar, which are currently being securely held by Ritchie:

Year	Make/Model	VIN #
2014	Freightliner Cascadia CA125SLP	1FUJGLD5XELFN9273
2022	Volvo	4V4NC9EH4NN297675
2024	Vanguard VXP 53'	5V8VC5322RT401789
2024	Vanguard VXP 53'	5V8VC5323RT401445
2024	Vanguard VXP 53'	5V8VC5325RT401446
2024	Vanguard VXP 53'	5V8VC5328RT401716
2024	Vanguard VXP 53'	5V8VC532XRT401717
2024	Vanguard VXP 53'	5V8VC532XRT401720
2013	Volvo VNL T/A Sleeper Truck Tractor	4V4NC9EH5DN146262
2008	Chevrolet Express 2500 Cargo Van	1GCGG25C181144767
2017	Volvo VNL T/A Sleeper Truck Tractor	4V4NC9EHXHN963930
2014	Freightliner Cascadia	3AKJGLD62ESFV1682
2024	Stoughton Trailer	1DW1A5320RSB32332
2015	Volvo VNL T/A Sleeper Truck Tractor	4VANC9E3XFN174676

The Receiver’s Subsequent Observations at 425 Gibraltar and Related Properties

40. In previous visits to 425 Gibraltar, the Receiver had observed AMG-logoed vehicles entering the Kenderry Lot and a truck pulling an AMG-logoed trailer parked on those premises. The Receiver understands that the Kenderry Lot is operated and occupied by Lion Force Logistics Inc. (“**Lion Force**”).
41. On December 9, 2024, the Receiver attended the Kenderry Lot and requested that it be permitted to walk the premises to identify AMG’s vehicles. Walia was at the Kenderry Lot and denied the Receiver’s request.
42. The Receiver was unable to observe a VIN on the truck that was pulling the AMG-logoed trailer but observed a US Department of Transportation (“**US DOT**”) number that was visible on the truck. A search of the US DOT indicated that the truck is registered to B.J.S. Transport Ltd. (“**B.J.S. Transport**”). According to the Corporate Profile Report for B.J.S. Transport, one of the directors and the sole officer of B.J.S. Transport is Jasvir, who the Receiver understands is Shoker’s spouse, and who has been separated from Shoker since July 2024. The Corporate Profile Report also lists

The Receiver subsequently determined that these are amongst the VINs for which registrations have been made against both AMG (by CWB) and B.J.S. Transport (by Breadner Trailers).

active business names for B.J.S. Transport of “GFS The Group of AMG” and “GFS Groups”. A copy of the Corporate Profile Report for B.J.S. Transport is attached hereto as **Appendix “G”**.

43. The Receiver reattended 425 Gibraltar on December 13, 2024 and located a trailer that was not there when the Receiver previously attended the premises.³ The Receiver witnessed personnel onsite in the process of removing the trailer. The Receiver has since observed that this trailer was moved to the Kenderry Lot.

The Receiver Engages the First Bailiff

44. To aid in locating the Missing Vehicles, the Receiver engaged the services of TRB Bailiff (the “**First Bailiff**”) to monitor certain locations where the Receiver believed that the Vehicles were located.
45. On December 13, 2024, the First Bailiff attended the Kenderry Lot and attempted to gain access and determine whether any AMG vehicles were located on the premises. The First Bailiff was also denied entry to the premises. The First Bailiff took photos of the Kenderry Lot which show two (2) AMG-logoed trailers, two (2) GFS-logoed trucks, and two (2) GFS-logoed trailers. Attached hereto as **Appendix “H”** are the photos provided by the First Bailiff.
46. On December 19, 2024, the First Bailiff attended the Kenderry Lot to attempt to recover the trailer that the Receiver had observed on those premises. The First Bailiff spoke with an individual who identified themselves as a representative of “GFS”, who claimed there is currently no connection to AMG. The representative advised that “GFS” previously occupied space at 425 Gibraltar, but was operating out of 455 Gibraltar while their main premises at the Kenderry Lot was under construction. While at the Kenderry Lot, the First Bailiff observed 5 AMG-logoed vehicles, one of which the Receiver confirmed is a vehicle listed in the PPSA Search Results.⁴ The First Bailiff also observed nine (9) GFS-logoed Vehicles at the Kenderry Lot and advised the Receiver that it appeared that some VIN plates had been removed from those vehicles. A copy of the First Bailiff’s email to the Receiver dated December 23, 2024 reporting on his attendance at the Kenderry Lot on December 19, 2024 (the “**December 23 Email**”) is attached hereto as **Appendix “I”**.
47. In the December 23 Email, the First Bailiff states that he identified 14 vehicles with AMG or GFS branding summarized as:
- (a) Two (2) AMG-logoed trailers;
 - (b) Three (3) AMG-logoed trucks;
 - (c) Two (2) GFS-logoed trailers; and,
 - (d) Seven (7) GFS branded trucks.

³ VIN #3H3V532C7MT400018.

⁴ VIN #3H3V532K8NJ304077.

48. Without access to the Kenderry Lot, the First Bailiff was not able to view the VIN plates for the vehicles. However, as noted in the December 23 Email, the First Bailiff was able to photograph one VIN plate on a trailer at the Kenderry Lot. The VIN is #H3V532K8NJ304077 and is a vehicle secured to Breadner Trailers, according to the PPSA Search Results. Shoker had informed the Receiver that he had returned this trailer to Breadner.
49. The Receiver also requested that the First Bailiff attend the Guelph Line Lot. As explained in the Hamblin Affidavit, Shoker is a director of 147 Canada. CWB understands that 147 Canada used funds made available by Farm Credit Canada to purchase the Guelph Line Lot. The Guelph Line Lot is registered in the name of 147 Canada. Copies of the Corporate Profile Report for 147 Canada and the Title Searches for the Guelph Line Lot (as found in the Hamblin Affidavit) are attached hereto as **Appendices “J”** and **“K”**, respectively.
50. On December 18, 2024, the First Bailiff conducted a drone fly-over of the Guelph Line Lot. The drone took pictures of the trucks and trailers and the First Bailiff was able to drive onto the Guelph Line Lot to take additional photos of the trucks and trailers on the premises. The First Bailiff observed three (3) GFS-logoed vehicles on the premises, including a Vanguard trailer with a “GFS The Group of AMG” logo and an identifying number of 24711.⁵ The Receiver was in possession of ownership documents for a Vanguard trailer with the same identifying number identifying AMG as the owner of the trailer. Copies of the photos taken by the First Bailiff of the Guelph Line Lot and the vehicle ownership are attached hereto as **Appendices “L”** and **“M”**, respectively.
51. Despite the clear presence of AMG and GFS-logoed Vehicles on the Kenderry Lot, the Receiver and its agents have been denied access to that lot. This has frustrated the Receiver’s attempts to locate the Property.

Communications with Just Trux

52. During the week of December 16, 2024, the Receiver also called Just Trux, an autobody and mechanic repair shop that completed work on AMG’s trucks and trailers in the past, requesting a listing of any assets related to AMG or GFS in their possession. Just Trux advised that they would review their records at their premises and advise. The Receiver made follow up calls the same week and was not provided with any response.

Requesting Details about the Location of the Missing Vehicles and the Receiver’s Communications with the Financiers

53. On December 17, 2024, Fasken sent a letter to Mr. Jaswal regarding AMG’s lack of cooperation in providing requested books and records and providing the location of the Missing Vehicles (the

⁵ VIN #5V8VC5320RT40712.

“December 17 Letter”). The December 17 Letter challenged Shoker’s response to the Receiver’s information requests as of that date and requested that Shoker provide accurate information regarding AMG’s Property. Specifically, the December 17 Letter listed the following instances of Shoker not cooperating with the Receiver:

1. In the December 6 Letter, you advised that all vehicles leased by AMG are located at 425 Gibraltar Drive, Mississauga, Ontario, and purported to attach the ownership for all leased vehicles. To date, the Receiver has recovered only 13 vehicles (trucks and trailers), despite there being approximately 109 registrations in respect of specific vehicles under the Ontario *Personal Property Security Act* (“**PPSA**”) which appear to have been financed by various secured lenders. Your client has not provided the Receiver with information regarding the location of the missing vehicles.
2. In the December 6 Letter, you advised that the vehicles over which Daimler Truck Financial Services Canada Corporation (“**Daimler**”) has asserted a security interest had been returned to Daimler or seized by its appointed bailiff. Daimler confirmed that your client’s statement is false and that your client has not allowed Daimler to pick up or remove the vehicles and has not cooperated with Daimler in disclosing the locations of the vehicles.
3. Your client has failed or refused to provide the Receiver with accurate information regarding the location of the vehicles against which Canadian Western Bank has registrations under the PPSA. Canadian Western Bank has 51 PPSA registrations in respect of specific vehicles, and to date, the Receiver has only recovered 7 of those vehicles.
4. Your client has failed to provide the Receiver with information about AMG’s employees or the location of its books and records.

A copy of the December 17 Letter is attached here to as **Appendix “N”**.

54. The December 17 Letter reiterated that Shoker’s non-cooperation interfered with the Receiver’s court-ordered mandate and is contrary to his obligations under the Receivership Order. The letter requested that Shoker immediately disclose the location of the Missing Vehicles or make himself available for an examination under oath.
55. On December 20, 2024, Mr. Jaswal sent to Fasken an Excel spreadsheet with comments regarding the locations of the vehicles listed on the PPSA Search Results (the “**Excel Spreadsheet**”). A copy of the Excel Spreadsheet is attached hereto as **Appendix “O”**.
56. The comments in the Excel Spreadsheet are summarized as follows:

Shoker's Comments	# of vehicles
Vehicles returned to Financiers (60) or repossessed by Daimler's Bailiff (20)	80
Vehicles for which the Receiver took possession	9
Located at Vintage Logistics in Laredo, Texas USA	9
Shoker could not locate details of the unit and is unaware of the location	8
Shoker believes the Vehicle to be with a third-party carrier	2
Seized by Canadian Border Services Agency	1
Total Vehicles	109

57. Following receipt of the Excel Spreadsheet, the Receiver made inquiries with several of the Financiers to determine whether they had recovered their respective vehicles, as indicated in the Excel Spreadsheet. As explained below, a number of the Financiers have confirmed that only some or none of their respective vehicles were recovered by them or their bailiffs:
- (a) David Powrie, legal counsel for TFG Financial Inc. advised the Receiver that it had not recovered its vehicles, and advised that it had commenced a Statement of Claim in the Superior Court against AMG and Shoker seeking recovery of its vehicles. A copy of the email from David Powrie dated December 17, 2024 enclosing the Statement of Claim is attached hereto as **Appendix "P"**.
 - (b) BVD Equipment Finance Inc. ("**BVD**") advised the Receiver that it had repossessed only some of its vehicles leased to AMG. A copy of the email from BVD to the Receiver dated December 18, 2024, enclosing an Excel spreadsheet identifying those vehicles that had been recovered and those which BVD was unable to locate, is attached hereto as **Appendix "Q"**.
 - (c) Mitsubishi HC Capital Canada ("**Mitsubishi**") advised the Receiver that its bailiff had attempted to recover its vehicles from AMG but was unsuccessful in doing so. A copy of the email from Mitsubishi to the Receiver dated January 8, 2025 is attached hereto as **Appendix "R"**.
 - (d) Graham Phoenix, legal counsel for Daimler Truck Financial Services ("**Daimler**") advised Fasken that none of its vehicles leased to AMG have been returned to Daimler. Daimler's legal counsel reiterated that the location of those vehicles remained unknown. Prior to the issuance of the Receivership Order, Daimler had obtained a judgment against AMG dated September 23, 2024 ordering AMG to return the vehicles to Daimler. A copy of the email from Graham Phoenix to Fasken dated January 8, 2025, enclosing the judgment against AMG, is attached hereto as **Appendix "S"**.

- (e) Breadner Trailers (“**Breadner**”) informed the Receiver that there was “nothing here so far” in response to the Receiver asking Breadner whether it had any of its trucks or trailers in its possession. A copy of the email exchange between Breadner and the Receiver dated January 8, 2025 is attached hereto as **Appendix “T”**.
- (f) Vault Credit Corporation (“**Vault**”) advised the Receiver that it did not have its asset, a forklift, in its possession. A copy of the email exchange between Vault and the Receiver dated January 7, 2025 is attached hereto as **Appendix “U”**.
- (g) Ariel Dorfman, legal counsel for Flex-Cap Inc. (“**Flex-Cap**”) advised the Receiver that it was unable to obtain possession of its vehicle. Flex-Cap had also obtained a judgment against AMG and Shoker ordering them to deliver possession of its vehicle. A copy of the email exchange between Ariel Dorfman and the Receiver dated January 8, 2025 enclosing the judgment is attached hereto as **Appendix “V”**.
- (h) Equirex, A Division of Bennington Financial Corp., and Concentra, A Division of Bennington Financial Corp. (“**Bennington**”) advised the Receiver that they were able to recover vehicles under one of four leases with AMG and that all other vehicles had been deemed unrecoverable by their bailiffs.⁶ A copy of the letter from Bennington to the Receiver dated January 8, 2025 is attached as **Appendix “W”**.

58. While the Receiver is in possession of certain vehicles identified by Shoker, as listed above, one of the vehicles identified as having been recovered by the Receiver in the Excel Spreadsheet was not repossessed by the Receiver and has since been located at the Guelph Line Lot.⁷

EVENTS LEADING UP TO THE A&R RECEIVERSHIP ORDER AND EXAMINATION OF SHOKER UNDER OATH

- 59. As noted above, the Receiver requested that Shoker provide his availability for an examination under oath, in light of the challenges that the Receiver was facing in acquiring complete and accurate information about the Missing Vehicles and AMG’s affairs, more generally.
- 60. Shoker agreed to attend an examination under oath scheduled for January 10, 2025. The Receiver served on Shoker a Notice of Examination dated January 7, 2025 requesting he produce at the examination a number of documents (the “**January 7 Notice**”). A copy of the January 7 Notice is attached hereto as **Appendix “X”**.

⁶ By email dated January 9, 2025, Bennington advised Fasken that one of the assets under Lease 20006454 was removed from the lease and that Bennington no longer has an interest in such vehicle.

⁷ VIN #5V8VC5320RT40712.

61. Given Shoker's history of non-cooperation with the Receiver, the Receiver sought to amend the Receivership Order to provide the express authority for the Receiver to conduct the examination and to require that Shoker deliver the documents requested in the January 7 Notice. Both AMG and CWB consented to the issuance of the A&R Receivership Order.
62. AMG agreed to adjourn the examination pending obtaining the A&R Receivership Order. By letter dated January 9, 2025 (the "**January 9 Letter**"), Fasken confirmed this arrangement with Mr. Jaswal and reiterated that the Receiver intended to proceed with the examination as soon as possible after the A&R Receivership Order was issued. In addition, Fasken reiterated that Shoker remained in breach of the Receivership Order as he failed or refused to adequately respond to the Receiver's information and document requests, which were required to allow the Receiver to fulfil its mandate.
63. The January 9 Letter requested that Shoker produce the documents requested in the January 7 Examination and that he provide the Receiver with the following information by January 15, 2025:
 - a. A complete list of all trucks, trailers, and other vehicles that are owned, leased, or otherwise financed by AMG;
 - b. A complete list of any other capital assets of AMG;
 - c. A list of bank accounts held by AMG, including account, institution, and branch numbers, as well as the login credentials for any online banking accounts associated with these accounts;
 - d. The location of all computers, including laptops, other electronic devices and email platforms used by AMG and login credentials for same, including login credentials for any cloud-based software or other external servers used by AMG;
 - e. AMG's login credentials for its Quickbooks software and any other billing software used by AMG;
 - f. The login credentials for any GPS or other logistics software used by AMG to track the location of its fleet;
 - g. All Registration Identification Numbers associated with AMG;
 - h. A complete list of all employees of AMG, including their names, address, social insurance numbers, and start dates;
 - i. A complete listing of any outstanding wages, vacation pay, or other amounts owing to employees of AMG; and
 - j. A complete list of all subcontractors of AMG and their contact information; and,
 - k. All Customs Documentation, including but not limited to eManifestos, pertaining to the outstanding invoices listed in the enclosed Receivable Invoices.

A copy of the January 9 Letter is attached hereto as **Appendix “Y”**.

64. On January 16, 2025, Justice Black issued the A&R Receivership Order and an accompanying Endorsement (the “**Endorsement**”). In the Endorsement, Justice Black stated:

The Receiver has advised that Mr. Shoker has thus far not provided the documentation that the Receiver requires him to provide (and which is set out in the Notice of Examination that the Receiver has recently served). I confirm the court’s expectation that the requested documentation will be produced in advance of the examination.

A copy of the Endorsement is attached hereto as **Appendix “Z”**.

65. Following the issuance of the A&R Receivership Order, the examination of Shoker was rescheduled for January 24, 2025. On January 20, 2025, Fasken sent another letter to Shoker’s counsel advising that Shoker had not produced any of the documents listed in the Notice of Examination dated January 7, 2025 (the “**January 20 Letter**”). The January 20 Letter enclosed an updated Notice of Examination dated January 20, 2025 (the “**January 20 Notice**”) in connection with the rescheduled examination, which repeated and added to the document production request in the January 7 Notice. The January 20 Letter again advised that Shoker was in breach of the A&R Receivership Order by repeatedly failing or refusing to adequately respond to the Receiver’s information requests, and requested that he produce the requested documents in advance of his examination. A copy of the January 20 Letter is attached hereto as **Appendix “AA”**.

EXAMINATION UNDER OATH OF SHOKER

66. Shoker was examined under oath on January 24, 2025, by Fasken (the “**Shoker Examination**”). A copy of the transcript from the Shoker Examination is attached hereto as **Appendix “BB”**.
67. At Shoker’s request, an interpreter was present to translate questions posed to him from English to Punjabi and to translate Shoker’s responses from Punjabi to English. The Receiver objected to the attendance of the interpreter on the basis that, leading up to the examination, the Receiver had numerous conversations with Shoker in English and it appeared that Shoker was able to effectively understand, and communicate in, English. When asked whether he spoke English, he advised “I can understand sometime, but I need interpreter”.⁸ The examination began with the interpreter interpreting the questions and answers but, at a certain point, Shoker began answering the questions in English without the aid of the interpreter. It became evident that Shoker was conversant in English,

⁸ Transcript of the examination under oath of Narinder Shoker held on January 24, 2025 [“**Examination Transcript**”], p 8 lines 21-24.

did not need the interpreter for the examination, and all parties agreed that the interpreter was no longer needed. The interpreter left the examination around the midway point.⁹

68. At the examination, Shoker brought only a small number of documents that were responsive to the January 20 Notice, together with some of the login credentials requested in the January 9 Letter.
69. During the examination, Shoker gave 84 undertakings and agreed to respond to the undertakings by January 31, 2025.

Shoker's Evidence and the Receiver's Investigation into such Evidence

70. The examination of Shoker took place over approximately eight hours and canvassed a number of topics relevant to the receivership proceedings, including the location of the Vehicles, the nature of AMG's operations, and AMG's relationship with related entities such as B.J.S. Transport. The evidence provided at the examination contradicted much of the information that Shoker had previously provided to the Receiver in the Excel Spreadsheet.
71. Of note, during his examination, Shoker testified that:
 - (a) Walia assisted Shoker in preparing the comments regarding the location and return of AMG's Vehicles in the Excel Spreadsheet.¹⁰ Shoker represented that Walia was responsible for logistics and was a manager of AMG,¹¹ from which the Receiver understands that Walia was a logistics manager.
 - (b) It was possible that drivers who were not paid by AMG took some of AMG's vehicles, and, as a result, Shoker is unaware of the location of all of AMG's Vehicles.¹²
 - (c) It was likely that the bailiffs for the various Financiers had repossessed the Missing Vehicles on behalf of the Financiers but did not return those Vehicles to the Financiers and instead sold them for their own personal gain.¹³
 - (d) Shoker never reported any of the Missing Vehicles as stolen to the police or to his insurer. He further asserted that the insurance policies for the Vehicles had been canceled due to non-payment, but that AMG continued to drive the Vehicles.¹⁴

⁹ Examination Transcript, p 198 line 23.

¹⁰ Examination Transcript, p 203.

¹¹ Examination Transcript, p 203.

¹² Examination Transcript, p 205.

¹³ Examination Transcript, p 230.

¹⁴ Examination Transcript, p 208.

- (e) When asked when he noticed that some of the Vehicles were missing, Shoker responded that he only became aware that they were not under his control when the Receiver provided him an itemized listing of the VINs in the PPSA Search Results and requested details of their location.¹⁵
 - (f) When asked whether there was any security footage of the bailiffs seizing the vehicles, Shoker advised he had footage at the time the vehicles were seized but the data is only stored for one month and now is no longer available.¹⁶
 - (g) He did not have any knowledge of whether VIN plates were removed from any of the Vehicles.¹⁷
 - (h) Despite indicating in the Excel Spreadsheet that assets secured to Vault had been returned to the leasing entity, he later indicated during his examination that the forklift secured to Vault may be located at the Gibraltar Lot.¹⁸
72. During the examination, Shoker, for the first time, revealed that the physical books and records, as well as at least one computer, of AMG were located at his personal residence at 6 Darou. At no time prior to the examination did Shoker advise the Receiver of the existence of these items at his residence. He undertook to produce those books, records, and computer to the Receiver. However, the Receiver was subsequently advised that these items were allegedly destroyed in a fire at 6 Darou that occurred on or around January 20, 2025 and they were never produced to the Receiver.
73. Following the examination, the Receiver reviewed the evidence of Shoker, investigated a number of the assertions made by Shoker, and has identified a number of statements made by Shoker for which the Receiver has identified contradictory or inconsistent information. These statements and the corresponding contradictory or inconsistent information are set out in the chart included in **Schedule "A"** of this First Report. The more egregious instances of Shoker's evidence and the Receiver's knowledge of contradictory information is also described below and throughout the remainder of this First Report. Information from the examination regarding the Connected Entities and 147 Canada is set out in greater detail later in this First Report.

¹⁵ Examination Transcript, p 209.

¹⁶ Examination Transcript, p 233.

¹⁷ Examination Transcript, p 305.

¹⁸ Examination Transcript, p 290-292.

The Location of the Missing Vehicles

74. During the examination, Shoker advised that Walia used a “Google sheet” to document the location of vehicles.¹⁹ In response to an undertaking to produce the Google sheet and/or the login credentials for the account used to create the Google sheet, Shoker advised that the Google sheet no longer existed. Shoker also advised that his dispatchers used a whiteboard to track the location of the vehicles, but the whiteboard was no longer available as of the date of the Receivership Order, as AMG had vacated the office at 425 Gibraltar. Shoker also advised that AMG had a GPS tracking system for which service was discontinued due to non-payment.²⁰
75. Shoker maintained that, despite the correspondence to the contrary from the Financiers described above, several of the Financiers had recovered their respective vehicles.²¹ For example:
- (a) In respect of BVD, Shoker testified that the vehicles secured to BVD were delivered by AMG to BVD six to eight months prior to the examination. AMG did not receive any release or acknowledgement documents from BVD confirming that all vehicles had been returned.²² Fasken presented to Shoker correspondence from BVD stating that BVD has not yet received all vehicles secured by them. In response, Shoker stated: “They are lying.”²³
 - (b) Shoker advised that a trailer secured to TFG was located in Tracy, California and that he had been advised of same by Caramex Logistics.²⁴ Shoker advised that Caramex wanted Shoker to report the vehicle stolen with a police report in order to recover the vehicle. He further stated he made no efforts to recover the vehicle or contact the police because: “What I can do with now make a report? It’s no sense. My company is no running. I don’t have any vehicle to bring them back. I can just tell them, ‘Your trailer is there’”.²⁵ Shoker also stated he did not advise TFG that the trailer was located in Tracy, California because the trailer was not insured.²⁶ Shoker also asserted that the other TFG vehicle was destroyed in a fire and was not reported to his insurer as the policy had lapsed.²⁷ In response to the undertakings, Shoker advised that the trailer was located at a lot in Lodi, California, not in Tracy, California. The Receiver contacted the operator of the lot in Lodi, California who advised that they do

¹⁹ Examination Transcript, p 213

²⁰ Examination Transcript, p 202; p 267-270 (Mitsubishi); p 275, 278, 280-282 (Breadner Trailers).

²¹ Examination Transcript, p 201.

²² Examination Transcript, p 201.

²³ Examination Transcript, p 244.

²⁴ Examination Transcript, p 252-254.

²⁵ Examination Transcript, p 260.

²⁶ Examination Transcript, p 260-261.

²⁷ Examination Transcript, p 254-255.

not have the trailer in their possession. At the date of this First Report, Caramex has not responded to the Receiver's inquiries regarding AMG's vehicles.

- (c) Shoker advised that the vehicles secured by Riordan were seized by its bailiff.²⁸ Following the examination, Regan Hoskin of Riordan swore an affidavit (the "**Hoskin Affidavit**") indicating that Riordan's bailiff had attempted to but was unsuccessful in recovering all of Riordan's vehicles. The Hoskin Affidavit is included in the Receiver's Motion Record.
- (d) Shoker represented that there was one vehicle secured to Flex-Cap that was "broken" and seized by Flex-Cap's bailiff. Following the examination, Gail Gilmour of Flex-Cap swore an affidavit (the "**Gilmour Affidavit**") indicating that Flex-Cap's bailiff was unsuccessful in recovering Flex-Cap's vehicle. The Gilmour Affidavit is included in the Receiver's Motion Record.
- (e) In respect of Daimler, when asked about the correspondence from the lawyer indicating that Daimler had not recovered its vehicles, Shoker stated that Daimler's bailiff must have seized the vehicles and sold them for the bailiff's benefit.²⁹

76. Shoker stated during his examination that various bailiffs, repair shops, and garages have a practice of placing liens on vehicles and if the lien or invoice is not paid after 40 days, the entities will sell the vehicle or change the ownership of the vehicle and place the vehicle's title into their own name. Shoker asserted this may have occurred in AMG's case.³⁰ BDO spoke with an individual from Ontario Legal Recovery, the bailiff service retained by Riordan, Flex-Cap, Breadner, and Mitsubishi. The individual advised that with the exception of one trailer secured to Riordan, they were unsuccessful in recovering any other assets from AMG.

77. Shoker also testified that he believed that two trailers are with a third-party carrier and that one of the trailers is secured to CWB. Shoker advised that "we keep calling them. Sometimes they answer us, sometimes not. They said he's sick". He later asserted that he spoke to this carrier who acknowledged he needed to return the trailer.³¹ Shoker provided the name and number of the individual for one of the two trailers. The Receiver's attempts to contact this individual were not successful. For the second trailer, Shoker undertook to provide details of the party who is in possession but, at the date of this First Report, Shoker has not provided the information.

²⁸ Examination Transcript, p 263.

²⁹ Examination Transcript, p 229-232.

³⁰ Examination Transcript, p 230-239.

³¹ Examination Transcript, p 222-223.

78. Shoker advised that there were Vehicles located at Vintage Logistics in Laredo, Texas and at a yard operated by Just Trux in Oakville, Ontario.³² The Receiver immediately contacted Vintage Logistics who advised that they did not have any AMG vehicles on their premises, nor did they have any knowledge of Shoker or AMG. Vintage Logistics offered for the Receiver to visit their yard in Texas to confirm. The Receiver was unable to locate Just Trux's operations in Oakville. The Receiver contacted the phone number found online to confirm the yard's address but received no answer. The Receiver attended 1093 Lorimar Drive, Mississauga, Ontario, the last known address for Just Trux, and was unable to identify any AMG branded vehicles on the property. When speaking with the various businesses onsite, the Receiver was advised that Just Trux had moved to an unknown location in Oakville.
79. When asked whether Shoker made attempts to locate the missing vehicles, he responded that he did not try to locate them and that he had nowhere to put them, because he had no yard at which to store the vehicles.³³ This is despite his spouse and daughter occupying the adjacent property at 455 Gibraltar and Shoker having access to the Guelph Line Lot where the Receiver and its bailiffs observed AMG and GFS-logoed vehicles.

The Incomplete Responses to Undertakings

80. On January 31, 2025, Shoker provided a partial response to the undertakings. In particular, of the 84 undertakings, 41 have either not been responded to or the responses are superficial or incomplete. A copy of the responses to the undertakings is attached hereto as **Appendix "CC"**.
81. On February 11, 2025, Fasken sent Mr. Jaswal a letter reiterating that Shoker had failed to comply with the undertakings given as his examination as a number of his responses remained incomplete or outstanding (the "**February 11 Letter**"). The February 11 Letter provided a number of examples of Shoker's failure to produce the undertakings and reminded counsel that Shoker has been on notice since the issuance of the Receivership Order of his obligations to provide the Receiver with AMG's Property and Records and to cooperate with the Receiver.
82. The February 11 Letter reminded Mr. Jaswal that:

³² Examination Transcript, p 162-164.

³³ Examination Transcript, p 207.

... over the course of the almost two-month period between the issuance of the Receivership Order and his examination under oath, the Receiver made numerous requests of your client to produce substantially all of the documents and information covered by the Notice of Examination and the undertakings given at his examination. Those requests were repeatedly unanswered or inadequately answered, with no meaningful explanation. The failure to respond to the undertakings is yet another instance of your client failing to comply with his obligations in the context of this Receivership, with the effect of frustrating the Receiver's ability to carry out its mandate under the Receivership Order.

A copy of the February 11 Letter is attached hereto as **Appendix "DD"**.

83. Attached as an appendix to the February 11 Letter is a listing of undertakings from the Examination together with their status. As of the date of the First Report, Shoker has not provided responses to the outstanding or incomplete undertakings.

RELATIONSHIPS WITH RELATED ENTITIES

84. During the course of gathering information about AMG's business, affairs, and Property, the Receiver has identified several entities that appear to be related to AMG. As described in greater detail below, the majority of these entities operate in the transportation business with either Shoker or a member of Shoker's immediate family as a director. Many of these entities have legal names or trade names that are similar to AMG. As noted in the list below, some of these entities also share the initials of "AMG", which Shoker indicated are the initials of his daughters' first names. Some of these entities also share the initials of "GFS", which Shoker indicated during the examination are his son's initials.
85. The Receiver's investigation into these related entities continues and the Receiver expects that it will return to Court to seek relief against some or all of these entities.
86. The related entities are:
- (a) GFS International;
 - (b) B.J.S. Transport;
 - (c) AMG Global Forwarding;
 - (d) AMG Warehousing;
 - (e) Royal Bhatti Transport Inc. ("**Royal Bhatti**") (and together with GFS International, B.J.S. Transport, AMG Global Forwarding, and AMG Warehousing, the "**Connected Entities**");

- (f) 2181626 Alberta Inc. (“**218 Alberta**”);
- (g) 15452074 Canada Inc. (“**154 Canada**”);
- (h) Ardor Logistics Inc. (“**Ardor**”);
- (i) Kaizen Translines Inc. (“**Kaizen**”);
- (j) 2778735 Ontario Inc. (“**277 Ontario**”);
- (k) Gurfateh Truck and Trailer Repairs Inc. (“**Gurfateh**”) (together with 218 Alberta, 154 Canada, Ardor, Kaizen, and 277 Ontario, the “**Other Related Entities**”); and,
- (l) 147 Canada.

87. Attached as **Appendix “EE”** is a diagram prepared by the Receiver outlining the relationships between the entities listed above. The Receiver’s understanding of each of these entities is described in further detail below.

The Connected Entities

GFS International

88. Manmeet is the sole director of GFS International and the Corporate Profile Report identifies Shoker as an individual with significant control of GFS International. As noted above, GFS International was occupying 425 Gibraltar on the date of the Receivership Order. The registered office address of GFS International is the Gibraltar Lot.
89. The Receiver has observed that emails sent from AMG email addresses include the GFS logo in the signature block. A sample is attached hereto as **Appendix “FF”**.
90. The Receiver observed, both directly and through its bailiffs, vehicles with the GFS logo located at 425 Gibraltar, the Kenderry Lot, and the Guelph Line Lot. During his examination, Shoker asserted that he never put a GFS logo on any of AMG’s vehicles.³⁴ Shoker also asserted that GFS International is no longer operating and that Manmeet is a university student.³⁵

³⁴ Examination Transcript, p 197.

³⁵ Examination Transcript, p 124-125.

91. Shoker initially confirmed that he was a shareholder with significant control of GFS International³⁶ but then stated that he was no longer a shareholder, because: "I gave the company. I gave the company.....It was a brokerage company. I was not making any profits, so there was nothing – no benefit in it."³⁷
92. Shoker asserted that he sold the shares in GFS International to Manmeet approximately two to four months prior to his examination.³⁸ Shoker undertook to produce share transfers or share sale documents in connection with his sale of his shares in GFS International. In his responses to his undertakings, he stated that there was no formal documentation evidencing the share sale.

B.J.S. Transport

93. As indicated above, one of the directors and the sole officer of B.J.S. Transport is Jasvir, who the Receiver understands is Shoker's spouse. The Receiver also understands that B.J.S. Transport rented a portion of the premises of 425 Gibraltar from AMG.³⁹
94. On January 6, 2025, Velocity Logistics, one of AMG's customers, advised the Receiver via email that in their interactions with AMG, they were told that AMG had changed their name to B.J.S. Transport. A copy of the email is attached hereto as **Appendix "GG"**.
95. The Receiver is also aware that after the issuance of the Receivership Order, an email from an AMG email account (accounting@amgfleets.ca) was sent by an AMG employee named Babita and successfully diverted monies due to AMG in contravention of the Receivership Order. On February 10, 2025, Monaghan Mushrooms advised the Receiver that all outstanding invoices due to AMG had been paid on December 13, 2024 by cheque. Monaghan Mushrooms stated that someone from AMG attended at Monaghan Mushrooms to pick up the cheque. In addition, Monaghan Mushrooms provided email correspondence from Babita originating from an AMG email which directed Monaghan Mushrooms to make the cheque payable to B.J.S Transport. A copy of the email and cheque are attached hereto as **Appendix "HH"**.
96. Based on the foregoing, the Receiver has grounds to believe that AMG was continuing to operate beyond when Shoker advised its operations had ceased and, in particular, after the issuance of the Receivership Order, and that AMG intentionally diverted property from the Receiver.

³⁶ Examination Transcript, p 37 lines 8-10, p 38 lines 5-10.

³⁷ Examination Transcript, p 38 lines 11 to 25.

³⁸ Examination Transcript, p 39.

³⁹ Response to Undertaking #40.

97. The Receiver conducted various searches of publicly available information, including searches of the website called Inside Transport (<https://insidetransport.com>). In a number of posts on Inside Transport, participants include extracts of communications they have seen or received from AMG. In a post dated September 4, 2024, the Receiver believes there is a screenshot of an email sent to AMG's customers, appearing as follows:

They are now operating under MC 969008 - BJS Transport Ltd. See email explanation below from them;

Please be advised that AMG has recently purchased another company called BJS Transport and due to high insurance costs at AMG we have decided to change everything to BJS- AMG Group of companies. We can provide you with our new carrier package and we can get set up under that company asap. I am adding my carrier package attached to this email.



98. As noted in the above screenshot, the signature block indicates that the email is from “AMG GROUPS” with a registered address of 425 Gibraltar, and includes the AMG and GFS logo.
99. Shoker advised during his examination that AMG previously planned to purchase B.J.S. Transport, but due to significant insurance claims and loan defaults he did not purchase the company.⁴⁰ He also stated that he did not believe that Jasvir still worked for B.J.S. Transport. This is inconsistent with a January 25, 2025 posting on www.jobspider.com for B.J.S. Transport, which lists Jasvir as the contact point, as well as the Corporate Profile Report for B.J.S. Transport, which lists Jasvir as a Director.
100. During his examination, Fasken provided Shoker with the email from Velocity Logistics, in which Velocity Logistics advised that AMG had changed its name to B.J.S. Transport. Shoker denied that AMG changed its name to B.J.S. Transport.⁴¹ Shoker also represented that he believed six (6) or seven (7) of AMG's drivers went to work for B.J.S. Transport after the closure of AMG. He further stated that these drivers are owner-operators who have their own vehicles but continue to drive under license plates owned by AMG for provincial insurance purposes.⁴² The Receiver notes that

⁴⁰ Examination Transcript, p 128-132.

⁴¹ Examination Transcript, p 142-145.

⁴² Examination Transcript, p 135-140.

this is inconsistent with Shoker’s assertion that AMG’s insurance policies had lapsed due to non-payment.

101. The Receiver conducted a PPSA search for B.J.S. Transport, a copy of which is attached hereto as **Appendix “II”** (the **“B.J.S. Transport PPSA Search Results”**). Based on the Receiver’s review, there are VINs that appear in both the PPSA Search Results and the B.J.S. Transport PPSA Search Results as being registered against both AMG and B.J.S. Transport by different creditors, as follows:

Year	Make/Model	Serial Number	Secured Creditor - AMG PPSA	Secured Creditor - BJS PPSA
2022	FREIGHTLINERFM2	1FUJHHR4NLWX0762	CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES DAIMLER TRUCK FINANCIAL	Vdfreight
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K1NU304082	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K2NU304074	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K3NU304083	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K4NU304075	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K6NU304076	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAIREEFER THERMOKING G-600	3H3V532K8NU304077	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K8NU304080	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K9NU304078	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K9NU304081	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)

102. The Receiver also observes that certain entities have made registrations in respect of specific VINs under the *Repair and Storage Liens Act* (Ontario) (**“RSLA”**) against both AMG and B.J.S. Transport after the issuance of the Receivership Order.

AMG Global Forwarding

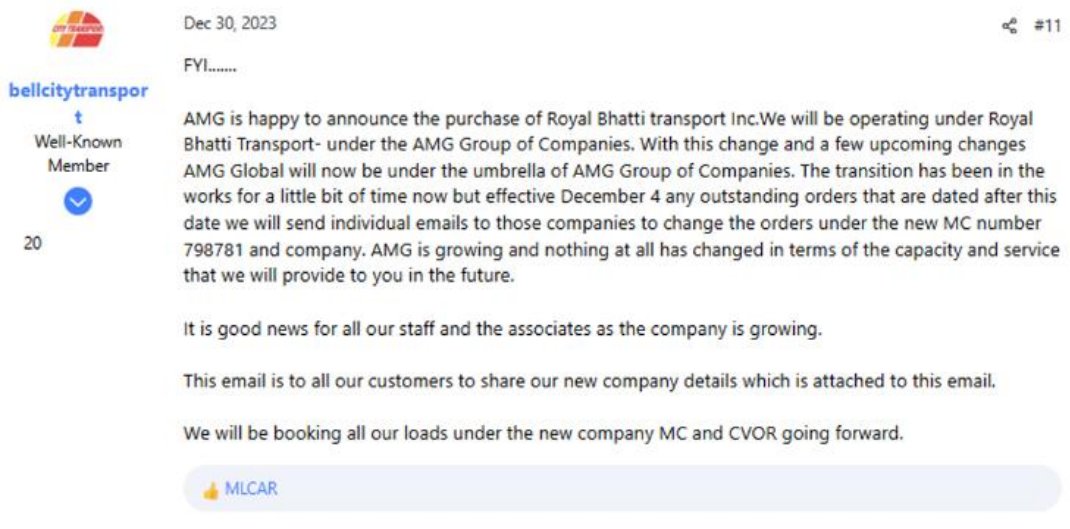
103. The Corporate Profile Report for AMG Global Forwarding (**“AMG Global Forwarding Corporate Profile Report”**) lists Manmeet as its sole director. The registered head office address for AMG Global Forwarding is 7388 Guelph Line, one of the addresses of the Guelph Line Lot. A copy of the AMG Global Forwarding Corporate Profile Report is attached hereto as **Appendix “JJ”**.

AMG Warehousing

104. According to the Corporate Profile Report, Jasvir is the sole director of AMG Warehousing. The registered head office address for AMG Warehousing is 455 Gibraltar, the same registered address of GFS International. A copy of the Corporate Profile Report for AMG Warehousing is attached hereto as **Appendix “KK”**.
105. While reviewing the financial records of AMG, the Receiver identified transactions between AMG Global Forwarding and AMG, and AMG Warehousing and AMG, evidencing transfers of funds to and from these entities for various sums. These are described below. The Receiver was not able to determine why the funds were transferred between these entities.

Royal Bhatti

106. According to the Corporate Profile Report, the sole director of Royal Bhatti is Beant Singh Bhatti. The registered head office address is 24 Mellowood Avenue, Brampton, Ontario. The Corporate Profile Report demonstrates that Royal Bhatti has an active business name of “AMG The Group of Companies”. A copy of the Corporate Profile Report for Royal Bhatti is attached hereto as **Appendix “LL”**.
107. Based on the evidence given by Shoker at his examination, the Receiver understands that AMG purchased Royal Bhatti and inserted Manmeet as its director, but AMG subsequently “gave the Company back” upon discovering involvement in criminal activities.
108. In his examination, Shoker stated that he was familiar with the webpage Inside Transport and that it was used by the industry to communicate information about the industry and publish complaints.⁴³ During the examination, Shoker was provided with an excerpt posted on Inside Transport in respect of Royal Bhatti. The webpage contained a post stating:



109. Shoker acknowledged that the above was an excerpt from an email sent by AMG to its customers to advise of the change in operating name⁴⁴ and to change their orders to Royal Bhatti. He also advised that the only thing that changed operationally was a name change and that the banking arrangements for payments had not changed.⁴⁵ The email specifically states that AMG will be

⁴³ Examination Transcript, p 155.

⁴⁴ Examination Transcript, p 157-159.

⁴⁵ Examination Transcript, p 159.

operating under Royal Bhatti and that customers with any outstanding orders after December 4 are directed to change their orders to Royal Bhatti.

110. Shoker advised during his examination that seven (7) or eight (8) of AMG's vehicles that were "paid-off" were "put in" Royal Bhatti.⁴⁶

The Other Related Entities

111. In addition to the Connected Entities, the Receiver has identified the following entities for which Shoker or a related person is a director, and/or entities that share similar business names to AMG:

- (a) 218 Alberta: The corporation search, a copy of which is attached hereto as **Appendix "MM"**, lists the sole director as Jasvir. The trade partner names associated with 218 Alberta include "AMG Fleets" and "AMG Freight."
- (b) 154 Canada: The Corporate Profile Report, a copy of which is attached hereto as **Appendix "NN"**, lists the directors as Shoker and Khushdeep Kumar Kanwar. The address for service for 154 Canada is 7388 Guelph Line.
- (c) Ardor: According to the Corporate Profile Report, a copy of which is attached hereto as **Appendix "OO"**, Shoker and Jashanpreet Kaur are the directors of Ardor. During his examination, Shoker testified that this entity never had any active business operations but was intended to be a brokerage company.
- (d) Kaizen: The Corporate Profile Report, a copy of which is attached hereto as **Appendix "PP"**, lists Shoker and Harjinder Singh Sidhu as the directors of Kaizen. During his examination, Shoker testified that this entity never had any active business operations but was intended to be a trucking company.
- (e) 277 Ontario: The Corporate Profile Report, a copy of which is attached hereto as **Appendix "QQ"**, lists Manmeet and Amar Shahzad as its directors. The current active business names for 277 Ontario include, among others, "GFS Haulers", and expired or cancelled business names include, among others, "AMG Groups". The registered head office address for 277 Ontario is 7388 Guelph Line.

⁴⁶ Examination Transcript, p 162 lines 22-25.

- (f) Gurfateh: According to the Corporate Profile Report, a copy of which is attached hereto as **Appendix “RR”**, the registered head office address of Gurfateh is 425 Gibraltar and Shoker advised the Receiver that Gurfateh was renting space at the premises from AMG. During his examination, Shoker testified that his son’s name is Gurfateh.⁴⁷

147 Canada

112. The registered office address of 147 Canada is 425 Gibraltar. The Corporate Profile Report lists as directors Shoker, Manmeet, Daniel Piszko, Azad Singh Goyat and Charalambos Keketisids. Shoker identified Daniel Piszko as an employee and dispatcher for AMG. In his responses to the undertakings, Shoker produced a resignation letter evidencing his resignation as a director of 147 Canada.
113. The December 31, 2023 financial statements prepared by ND LLP (the “**2023 Financial Statements**”) included as an asset of AMG a receivable due from a related party in the amount of \$2,507,000 (the “**147 Indebtedness**”). The notes for the 2023 Financial Statements state that the amount is due from 147 Canada. The 2023 Financial Statements are attached hereto as **Appendix “SS”**.
114. The unaudited internally prepared financial statements of AMG as at August 31, 2024 indicate a loan receivable of \$1,554,814, which the Receiver believes to be due from 147 Canada, as the Receiver’s review of the Debtor’s bank statements do not show a repayment from 147 Canada. A copy of the unaudited internally prepared financial statements as at August 31, 2024 is attached hereto as **Appendix “TT”**
115. On January 10, 2025, the Receiver directed its counsel to demand on 147 Canada repayment of the 147 Canada Indebtedness (the “**147 Repayment Demand**”). A copy of the 147 Repayment Demand is attached hereto as **Appendix “UU”**.
116. As of the date of this First Report, there has been no response to the 147 Repayment Demand.
117. During his examination, Shoker asserted that the 147 Indebtedness as presented on the 2023 Financial Statements is not accurate and that his accountant from ASK Associates falsely included the amount due from 147 Canada on the financial statements in support of seeking an increased line of credit from CWB.⁴⁸

⁴⁷ Examination Transcript, p 113 lines 12-16.

⁴⁸ Examination Transcript, p 317-320 lines 15-20.

118. As indicated above, 147 Canada is the registered owner of the Guelph Line Lot. During his examination, Shoker represented that AMG leased the Guelph Line Lot owned by 147 Canada for use as a mechanic shop.⁴⁹ The First Bailiff retained by the Receiver found numerous vehicles with AMG and GFS logos at the Guelph Line Lot, including a trailer Shoker represented was released to the Receiver.⁵⁰
119. Shoker also advised that he never met the external accountant from ND LLP who was involved in preparing the 2023 Financial Statements that disclose the loan receivable.⁵¹ A representative of ND LLP advised the Receiver that they had telephone conversations with Shoker and other representatives of AMG, and met with Shoker in person.

THE ESTOPPEL LETTERS

120. As set out in the Hamblin Affidavit, the Receiver understands that prior to advancing its loans, CWB was provided with letters from various Financiers to determine the Financiers' security interest in the various Vehicles registered to AMG (the "**Estoppel Letters**"). Those Estoppel Letters were attached as Exhibit "W" to the Hamblin Affidavit. Copies of these Estoppel Letters are attached hereto as **Appendix "VV"**. They include, among others, Estoppel Letters purportedly authored by Flex-Cap (the "**Flex-Cap Letter**"), Farm Credit Canada (the "**FCC Letter**"), Daimler (the "**Daimler Letter**"), BVD (the "**BVD Letter**"), and Bennington (the "**Bennington Letters**").
121. Some of the Financiers have been contacted to confirm the authenticity of their respective Estoppel Letters, and have advised the Receiver and/or Fasken as follows:
- (a) Ariel Dorfman, legal counsel for Flex-Cap, advised Fasken that it authored the Flex-Cap Letter. A copy of the email exchange between Ariel Dorfman and Fasken dated January 6, 2025 and enclosing the aforementioned estoppel letter is attached hereto as **Appendix "WW"**.
 - (b) Graham Phoenix, legal counsel for Daimler, advised Fasken that the Daimler Letter was not delivered by Daimler. Counsel also advised that the purported author of the letter, Ms. Zagraoui, confirmed that she did not sign the Daimler Letter nor does it include her signature or her handwriting. A copy of the email from Graham Phoenix to Fasken dated January 6, 2025 is attached hereto as **Appendix "XX"**.

⁴⁹ Examination Transcript, p 27.

⁵⁰ VIN# 5V8VC5320RT401712.

⁵¹ Examination Transcript, p 318.

- (c) Pathik Baxi, legal counsel for BVD, advised Fasken that the purported author of the letter did not sign the BVD Letter. A copy of the email from Pathik Baxi to Fasken dated January 22, 2025 is attached hereto as **Appendix “YY”**.
- (d) Michael Cassone, legal counsel for FCC, advised that FCC suspects that the FCC Letter is a forgery and that the purported author of the letter left FCC prior to the date of the letter. A copy of the email from Michael Cassone dated January 23, 2025 is attached hereto as **Appendix “ZZ”**.
- (e) Bennington advised that letters were provided to AMG but that the version of the letters included in Exhibit “W” of the Hamblin Affidavit had been altered. In particular, the Bennington Letters were altered from stating “Please be advised that as of July 27, 2023, we have no further interest with respect to the following equipment”, to instead state “Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment” (emphasis added). A copy of the email exchange with Bennington dated January 9, 2025, the original letters is attached hereto as **Appendix “AAA”**.

122. During his examination, Shoker testified that he could not recall seeing the Estoppel Letters and was not familiar with their contents.

RECEIVER’S SUBSEQUENT EFFORTS TO LOCATE THE MISSING VEHICLES

Retaining the Second Bailiff

- 123. In light of the challenges with locating the Missing Vehicles and some of the additional information obtained leading up to and at the examination, the Receiver subsequently retained the services of an additional bailiff, David Wiebes (the “**Second Bailiff**”) to assist the Receiver.
- 124. On January 24, 2025, the Second Bailiff attended the Kenderry Lot and observed several vehicles arriving and departing the premises, including an AMG-logoed truck and three AMG-logoed trailers.
- 125. On February 9, 2025, the Second Bailiff attended the Guelph Line Lot. The Second Bailiff confirmed that the VIN of the Vanguard trailer identified on the premises by the First Bailiff, which bore a GFS logo, in fact belonged to a trailer listed in the PPSA Search Results and for which CWB had registered a security interest. The Bailiff has advised the Receiver that the trailer had no rims or tires and that the landing gear was frozen into the ground, meaning that additional efforts would need to be made to remove that trailer from the Guelph Line Lot. The Second Bailiff also advised the Receiver that he observed various vehicles at the Guelph Line Lot with serial numbers removed, stripped engines, and no rims and tires. Excerpts of the Second Bailiff’s Reports to the Receiver containing copies of the photos taken by the Second Bailiff are attached hereto as **Appendix “BBB”**.

Requests to the Connected Entities

126. Following the examination, the Receiver believed that the Connected Entities may be in possession of Property of AMG or have knowledge of the affairs of AMG. As such, on February 14, 2025, Fasken sent letters to the Connected Entities setting out the Receiver's understanding of the links between each of the Connected Entities and AMG, and requesting that the Connected Entities, among other things, deliver to the Receiver any of AMG's Property in its possession or control, including any of AMG's Vehicles and produce a detailed listing of the transactions between AMG and the Connected Entities in the eighteen (18) months preceding the A&R Receivership Order. Copies of the letter from Fasken to GFS International, B.J.S. Transport, AMG Global Forwarding, AMG Warehousing, and Royal Bhatti are attached hereto as **Appendices "CCC", "DDD", "EEE", "FFF", and "GGG"**, respectively.
127. Fasken received responses to the letters from GFS International, AMG Warehousing, and AMG Global Forwarding. B.J.S. Transport and Royal Bhatti have not responded to the letters.

The GFS International Reply

128. By email dated February 17, 2025 (the "**GFS International Reply**"), Manmeet responded on behalf of GFS International to the letter from Fasken. Among other things, she asserted that GFS International is operating a load brokerage company only, and has operations distinct from AMG. However, she also indicated that she paid AMG for advertising logos on AMG's trucks and trailers in situations where "it was required to have a truck and trailer with my company's logo". Manmeet wrote:

I (Manmeet Shoker) am the owner for GFS International Inc. and FYI this company is only a brokerage company and doesn't have any assets in this company. You might have seen my father's name on some places because he helped me in establishing this company. This company has nothing to take with AMG Global, AMG was my father's company, and I was not a part of that company since beginning to end.

I was working as a load broker with my own team in GFS International Inc. and we do a small business with different customers.

There is no registered vehicles on the name of GFS International. I have paid AMG for advertising logos on their trucks and trailers. They were doing some of my loads where it was required to have a truck and trailer with my company's logo.

129. A copy of the GFS International Reply is attached hereto as **Appendix "HHH"**.

130. In response to the request for clarification regarding Shoker's sale of GFS International's shares to Manmeet, she wrote the following:

As I told you in the beginning of this mail, he was helping me to establish my business because of his experience and market relations.

There might be his name in the beginning of the corporation, but he is no more part of GFS International any more.

131. This did not address what happened to the shares purportedly sold back to Manmeet.
132. The GFS International Reply includes the GFS logo in the signature block identical to the GFS logo in the signature block from the AMG emails.
133. Manmeet indicated that she would send GFS International's financial records and bank statements in a few days. As of the date of this First Report, Manmeet has not provided that information.

The AMG Warehousing Reply

134. By email dated February 18, 2025, Jasvir replied to Fasken on behalf of AMG Warehousing (the "**AMG Warehousing Reply**"). Among other things, Jasvir indicated that despite the similar name, AMG Warehousing does not have any ties to AMG and never purchased vehicles for the entity, and does not have in its possession any of AMG's Property. Jasvir indicated that AMG "might" have delivered loads for AMG Warehousing and used its storage space. Jasvir also enclosed AMG Warehousing's bank statements. A copy of the AMG Warehousing Reply (without the attachments) is attached hereto as **Appendix "III"**.

The AMG Global Forwarding Reply

135. By email dated February 18, 2025, Manmeet replied to Fasken on behalf of AMG Global Forwarding (the "**AMG Global Forwarding Reply**"). She advised that there are no ties between the two entities and the similarity in names was "just a coincidence":

There is no ties between AMG Global and AMG Global Forwarding Inc. else than AMG Global has been awarded loads because of the better rates given by them in the bid or they had booked some loads with my team. Yes, Mr. Narinder Shoker is my father, but our businesses are separate. He was in transportation (trucking) business whereas I am doing only Transportation (Load Brokerage) business. Yes he might have used the property sometimes to park trucks and trailers. I have office for brokerage purposes in this location. My team operates from this location (7388 Guelph line, Campbellsville, ON). Sharing a similar name is just a coincidence and you can find 100's of other companies with the name of AMG. I have added a

snapshot of the AMG near me. This is just a small list of AMG named companies within 20 km near me. There are different vendors with different businesses.

Manmeet also provided copies of AMG Global Forwarding's bank statements. A copy of the AMG Global Forwarding Reply (without the attachments) is attached hereto as **Appendix "JJJ"**.

136. The Receiver notes that the suggestion that AMG "sometimes" parked trucks and trailers at 7388 Guelph Line is inconsistent with the evidence of Shoker in his examination stating that AMG rented space at 7388 Guelph Line for use as a mechanic shop.⁵²

Information Requests to Third Parties

137. The Receiver has also made numerous information requests to third parties, including financial institutions, insurance companies, and realty and property management companies for information relating to AMG's affairs.
138. Amongst others, the Receiver has communicated with Five Star, the insurance company who held AMG's Policy Binder. The Receiver understands that the insurance policies have lapsed.
139. The Receiver contacted Five Star on at least eight (8) separate occasions, beginning on December 12, 2024, requesting a copy of the Policy Binder. The Receiver was directed to Amrit Brar ("**Brar**") who advised that AMG's broker at Five Star was Bhanu Rana ("**Rana**"). The Receiver spoke with Rana who advised he was leaving Five Star but would provide the Policy Binder prior to his departure. Rana provided an email address for Safe Bound Insurance for future correspondence. The Receiver has yet to receive the Policy Binder from Five Star despite following up with Brar and Rana on several occasions.
140. On February 11, 2025, the Receiver instructed Fasken to send a demand letter to Five Star and Rana requesting production of the Policy Binder in accordance with the A&R Receivership Order, failing which the Receiver would bring a motion to compel Five Star and Rana to produce same. A copy of the letter to Five Star and Rana is attached hereto as **Appendix "KKK"**. To date, there has been no response to this letter and the Receiver has not obtained a copy of the Policy Binder.

REVIEW OF FINANCIAL TRANSACTIONS

141. As set out herein, the Receiver's activities to date have disclosed known or potential transactions that may be transfers at undervalue, preferential payments or other attackable transactions which could result in realizations to the receivership estate. These include the following:

⁵² Examination Transcript, p 27.

- (a) AMG made substantial dividend payments to Shoker, as presented in the 2023 Financial Statements;
 - (b) As the Receiver has been unable to locate the Missing Vehicles and Shoker has made representations suggesting that the vehicles that were not leased and unencumbered do not need to be turned over to the Receiver, the Receiver believes there is a potential that some of the vehicles may have been transferred to related and unrelated parties;
 - (c) The Receiver's preliminary review of the bank statements shows the following payments made to related parties: Royal Bhatti (\$4,000), AMG Forwarding (\$234,500), AMG Warehousing (\$17,000), and 147 Canada (\$105,000);
 - (d) The Receiver is investigating other transactions including payments to a realtor (\$100,000), payments made to a property management firm (\$84,417), and various transfers in the bank statements with limited descriptions (\$306,195); and,
 - (e) The Receiver has received confirmation from the CRA that in the four (4) month period prior to the Receivership Order, AMG received \$707,185 in HST refunds. The Receiver has not been able to confirm the deposit of those refunds into any of AMG's bank accounts that have been disclosed to the Receiver. On this basis, the Receiver believes that these funds may have either been deposited into a bank account held by AMG that has not been disclosed to the Receiver, or that the HST refunds have been diverted to Connected Entities or retained by Shoker, personally.
142. The Receiver requires the authority to assign, or cause to assign, AMG into bankruptcy so that it can investigate these transactions, including potential transfers at undervalue, and benefit from the lookback period under the BIA.

SHOKER'S PERSONAL BANKRUPTCY

143. On February 7, 2025, Shoker made a voluntary assignment in bankruptcy. Sheriff Sole & Madej Inc. ("**Sheriff**") was appointed as trustee. The Receiver received a copy of the Creditor Package. Upon review, the Receiver identified that the Statement of Affairs did not disclose any business interests, personal assets, or income. A copy of the Creditor Package is attached hereto as **Appendix "LLL"**.
144. On February 24, 2025, Sheriff held a first meeting of creditors. At that meeting, a special resolution vote was held and passed to substitute BDO as Trustee of Shoker's bankruptcy estate. A copy of the Minutes of the meeting of creditors is attached hereto as **Appendix "MMM"**.

145. BDO has been in contact with Sheriff to obtain the bankruptcy estate documentation in connection with Shoker's estate.

SUMMARY AND RECOMMENDATIONS

146. The Receiver believes that the above-noted Orders are necessary and appropriate in order to allow the Receiver to fulfil its mandate pursuant to the A&R Receivership Order and attempt to maximize recovery for all stakeholders. In summary:

- (a) As of the date of this First Report, the Receiver has only recovered and secured fourteen (14) of the Vehicles that the Receiver believes are or were owned or otherwise leased by AMG. The Receiver believes that its attempts to secure possession of the Vehicles, and more broadly AMG's Property and Records, have been hindered by the repeated instances of non-cooperation of Shoker and his continued attempt to defeat the Receiver's efforts to recover the Debtor's assets. He has provided the Receiver with information about the Property that the Receiver has reason to believe is not accurate, including, without limitation, the following:
 - (i) Shoker has insisted that he has released all of the vehicles to Financiers, with the exception of those recovered by the Receiver, but a number of the Financiers have confirmed to the Receiver that this is not true.
 - (ii) Shoker asserted that operations ceased in September or October 2024 due to poor financial performance and liquidity issues; however, customer payments and information provide by customers show that services were provided to customers into December 2024. Further, the 2022, 2023 and interim financial statements which were provided by Shoker to CWB and the Receiver presents that AMG was profitable.
 - (iii) Shoker asserts that there is no relationship between AMG and GFS International; however, emails from AMG to its customers include the GFS logo and communications to customers indicate that GFS International is part of the AMG group of entities.

- (b) As set out above, the Receiver has repeatedly communicated with Shoker's counsel and examined Shoker under oath to recover AMG's Property and obtain accurate information. Despite these efforts, Shoker has not cooperated with the Receiver and has not provided the entirety of the information and documents requested to date.⁵³
 - (c) The Receiver is aware that certain of the Vehicles are located at the Kenderry Lot and the Guelph Line Lot and has reason to believe that there are also Vehicles located at the Gibraltar Lot. The First Bailiff and Second Bailiff have been unable to enter the Kenderry Lot to date, and have been obstructed by Walia, a representative of GFS International, in attempting to locate the Property. The occupants of the Lots could still deny the Receiver access to the premises. Given the difficulties that the Receiver has faced to date in recovering the Vehicles, and the fact that the majority of the Vehicles are still missing, the Receiver believes that it requires the assistance of this Court in confirming the Receiver's access to these Lots, as well as other Locations.
 - (d) The Receiver has reason to believe that the Connected Entities have knowledge of and may be in possession of the Property of AMG, in light of the close relationships of their directors with AMG, and, in the case of B.J.S. Transport and Royal Bhatti, the previous business relationships between these entities and AMG. The Receiver also believes that it would be beneficial to examine under oath Manmeet, Jasvir, and Walia, as the Receiver has grounds to believe that these individuals have knowledge of the affairs of AMG and it appears that they may have information about the whereabouts of the Missing Vehicles.
 - (e) During the course of reviewing the financial records of AMG, the Receiver has identified a number of transactions between AMG and related entities, as well as payments of dividends to Shoker in the year leading up to the A&R Receivership Order. The Receiver believes that these transactions may represent transfers at undervalues and, consequently, would benefit from the applicable lookback periods and investigation powers afforded to trustees in bankruptcy under the BIA.
147. Based on the foregoing, the Receiver respectfully requests that the Court grants the relief described in paragraph 4(c) of the First Report, described above, and in the form of Orders contained within the Receiver's Motion Record.

⁵³ Examination Transcript, p 20-24.

All of which is respectfully submitted this 28th day of February, 2025

BDO CANADA LIMITED
in its capacity as Receiver of 8438048 Canada Inc. and not in its personal capacity

Per:



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT

Title: Senior Vice President

SCHEDULE “A”

Summary of Inaccurate Information Provided by Shoker

Shoker’s Comment	Receiver’s Findings
AMG was not using a GPS tracking system for the Vehicles.	In his examination under oath, Shoker advised that the GPS system had been disabled due to non-payment. ⁵⁴
Vehicles were repossessed by bailiff’s engaged by Daimler	In an email dated January 8, 2025, Daimler represents that they were unsuccessful in locating and repossessing their collateral.
9 vehicles were located at Vintage Logistics (“Vintage”) ⁵⁵	In emails dated between January 24, 2025 and January 28, 2025, Vintage advised of their attempts to determine whether any of the Vehicles were stored at their facility and advised that AMG’s vehicles were not at Vintages premises, nor had they ever been stored there.
Vehicles were returned to the leasing companies	On January 8, 2025, Flex-Cap advised that their collateral had not been located or returned. On January 8, 2025, Mitsubishi advised that their collateral had not been located or returned. On January 8, 2025, Breadner advised that their collateral had not been located or returned. On December 17, 2024 TFG advised that their collateral had not been returned. On December 18, 2024 BVD advised that only a portion of their collateral had been returned.
Vehicle with VIN #5V8VC5320RT401712 was released to the Receiver	The Receiver’s bailiffs located this vehicle at the Guelph Line Lot.
Vehicle with VIN #H3V532K8NJ304077 was returned to Breadner	The First Bailiff observed this vehicle at the Kenderry Lot.
Operations ceased in September or October 2024	The Receiver found invoices and shipping documents indicating that AMG was making deliveries into December 2024. The Receiver found that HST returns were filed for the months of October 2024 and November 2024 with reported monthly sales of \$763,067.24 and \$810,936.63, respectively.
AMG held bank accounts at CWB, RBC and Scotia Bank	During the January 25 Examination, Shoker advised of accounts with The Toronto Dominion Bank. ⁵⁶
As of January 24, 2025, he resides at 6 Darou Crescent	On or around January 20, 2025, the residence at 6 Darou Court was destroyed in a fire. Shoker advised the Receiver of the fire on January 31, 2025

⁵⁴ Examination Transcript, p 202.

⁵⁵ Examination Transcript, p 73-79.

⁵⁶ Examination Transcript, p 83 lines 13-20.

He never met or had direct correspondence with the external accountants, ND LLP.	ND LLP advised that they had communications with Shoker.
AMG did not make any loans to 147 Canada and that his external accountant advise that Shoker should put the loan on the balance sheet to seek increased credit from CWB.	ND LLP confirmed the loan detail with Shoker and that Shoker advised that 147 Canada had the ability to repay the loan.
Provided login information for Border Connect software	The login information provided was not accurate.
The majority of customers listed on the receivables listing are bankrupt	The Receiver had discussions with certain customers listed on the receivables listing and advised that payment had been made to AMG. Monahan Mushrooms advised that they were directed to change the payee from AMG to B.J.S. Transport. An AMG representative attended at Monahan Mushroom to obtain and cash the cheque.
Walia was the dispatcher from AMG	Walia asserted that he was an employee of GFS.
Ahmad Jamal is a dispatcher based in India	ND LLP's working papers indicate that Ahmad Jamal is the company's accountant. ⁵⁷
AMG was profitable before 2022 but not profitable in the last 2 years ⁵⁸	The financial statements for 2022 and 2023 shows that the company generated net income of \$1,600,818 and \$1,134,954, respectively. AMG generated sufficient profitability to pay dividends of \$250,000 and \$300,000 in 2022 and 2023, respectively. The unaudited interim financial statements for the 8 months ended August 31, 2024 provided by Shoker shows net income of \$564,148 and retained earnings of \$6,108,515.
He did not purchase vehicles from Big Rig Trailers and Leasing in the amount of \$704,125.60 as presented on the Big Rig invoice dated December 31, 2023. ⁵⁹	A review of the bank statements show payments to Big Rig Trailers and Leasing in the amounts of \$704,125.60 on January 25, 2024.
All HST refunds were deposited in bank accounts held at TD Bank, ⁶⁰ But later advised that the HST refunds were only deposited in the TD account during July, August and September and prior to this period were deposited in a Scotiabank account ⁶¹ .	The Receiver's review of the TD Bank statements do not show any deposits relating to HST refunds.
GFS International was not operating and closed its operations 2 or 3 months prior to his examination. ⁶²	This is inconsistent with the information provided by Manmeet in the GFS Reply where she states: "I am running only a load brokerage company", that she will send her financial records and bank statements within a few days as "there are holidays and the staff will be coming back on the 19th."

⁵⁷ Examination Transcript, p 54 lines 1-7.

⁵⁸ Examination Transcript, p 55 lines 21-25.

⁵⁹ Examination Transcript, p 65-67.

⁶⁰ Examination Transcript, p 86-88.

⁶¹ Examination Transcript, p 111-114.

⁶² Examination Transcript, p 124-125.

<p>Mr. Jaswal advised that there was no formal sub-lease with GFS International for 425 Gibraltar.</p>	<p>A lease agreement between AMG and GFS was subsequently provided to the Receiver. The agreement is signed by Shoker on behalf of AMG and Walia on behalf of GFS.</p>
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APPENDIX D

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

**SUPPLEMENT TO THE FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS COURT
APPOINTED RECEIVER AND MANAGER OF 8438048 CANADA INC.**

March 10, 2025

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Appendices	
A.	Bills of Sale from the B.J.S. Vehicle Transaction
B.	VIN History Reports
C.	Corporate Profile Report of 1683643 Ontario Ltd.
D.	Corporate Profile Report of 2463611 Ontario Inc.

Overview

1. This report is a supplemental report to the First Report (the “**Supplemental First Report**”). The purpose of this Supplemental Report is to provide the Court with further information that has come to the Receiver’s attention regarding fund transfers from AMG to Shoker’s personal bank accounts and the transfer of certain Vehicles by AMG to B.J.S. Transport.
2. This Supplemental First Report should be read in conjunction with the First Report and is subject to the restrictions and limitations described therein. Capitalized terms used and not defined in the Supplemental First Report have the meanings given to them in the First Report.

Review of Financial Transactions

3. On February 25, 2025, the Receiver received additional banking information with respect to AMG’s accounts held with Scotiabank, including details of certain transactions. The Receiver has reviewed this information and identified that between February 2024 to August 2024, Shoker transferred a net total of CAD\$255,000 and USD\$57,050 from the AMG Scotiabank accounts to his own personal bank account with Scotiabank.

Sale of Vehicles to B.J.S. Transport

4. On February 28, 2025, Canada Revenue Agency (“**CRA**”) advised the Receiver that AMG had informed the CRA that it sold twelve (12) trailers to B.J.S. Transport between July 2024 and September 2024 (the “**B.J.S. Vehicle Transaction**”). On March 5, 2025, CRA provided the Receiver with twelve (12) Bills of Sale that document the B.J.S. Vehicle Transaction (the “**Bills of Sale**”). Copies of the Bills of Sale are attached hereto as **Appendix “A”**.
5. The Receiver has reviewed the Bills of Sale to identify, among other things, whether the trailers subject to the B.J.S. Vehicle Transaction appear in the PPSA Search Results and, if so, by whom they were secured, and whether the Receiver has recovered any of those trailers. Set out below is a table summarizing the Bills of Sale:

Date	VIN	Description	Price	HST	Total	Secured lender	Location per BDO
16-Sep-24	5V8VC5323RT401445	2024 VANGUARDVXP 53'	\$ 81,000	10,530	91,530	CANADIAN WESTERN BANK	BDO in possession
16-Sep-24	5V8VC5328RT401716	2024 VANGUARD VXP 53	81,000	10,530	91,530	CANADIAN WESTERN BANK	BDO in possession
16-Sep-24	5V8VC5325RT401446	2024 VANGUARD VXP53'	81,000	10,530	91,530	CANADIAN WESTERN BANK	BDO in possession
18-Jul-24	527SR5328PL148827	2023 CIMC	81,000	10,530	91,530		Not located
16-Sep-24	5V8VC5323RT401784	2024 VANGUARDVXP 53'	81,000	10,530	91,530	CANADIAN WESTERN BANK	Not located
18-Jul-24	527SR5328PL268207	2023 CIMC	81,000	10,530	91,530		Not located
20-Jul-24	527SR5328PL168236	2023 CIMC	81,000	10,530	91,530		Not located
22-Jul-24	527SR5328PL236857	2023 CIMC	81,000	10,530	91,530		Not located
16-Sep-24	25HSR5327RS508563	2023 CMC THERMO KING G-	78,000	10,140	88,140	CANADIAN WESTERN BANK	Not located
17-Jul-24	527SR5328PL148214	2023 CMCREEFER TRAILER	78,000	10,140	88,140	CANADIAN WESTERN BANK	Not located
16-Sep-24	527SR5323PL136855	2023 CMC REFFER TRAILER	78,000	10,140	88,140	CANADIAN WESTERN BANK	Not located
16-Sep-24	527SR5328PL146852	2023 CMC REEFER TRAILER	78,000	10,140	88,140	CANADIAN WESTERN BANK	Not located
Total			960,000	124,800	1,084,800		

6. Of the twelve (12) trailers included in the B.J.S. Vehicle Transaction, Shoker had arranged for three (3) to be driven to 425 Gibraltar on December 5, 2024. The Receiver has been unable to recover the remaining nine (9) trailers subject to the B.J.S. Vehicle Transaction, as noted in the above table.
7. The Receiver has reviewed AMG's bank statements for its accounts held with the Royal Bank of Canada, Scotiabank, and CWB (the "**Bank Statements**") for the purpose of identifying whether AMG received and deposited payment for any of the trailers subject to the B.J.S. Vehicle Transaction in AMG's accounts with those financial institutions that have been disclosed by Shoker to the Receiver. There are no deposits in the Bank Statements that appear to represent payments from B.J.S. Transport to AMG, or any other party, in respect of the B.J.S. Vehicle Transaction. To date, the Receiver has not been provided with statements from TD Bank with respect to AMG's accounts held at that financial institution, but intends to review those statements, when received, for the same purpose.
8. The Receiver obtained VIN History Reports from the Ministry of Transportation for the trailers subject to the B.J.S. Vehicle Transaction (the "**VIN History Reports**"). Copies of the VIN History Reports are attached hereto as **Appendix "B"**.
9. The VIN History Reports identify the current registered owner, together with the date the license plate was registered to a vehicle. The following table summarizes the owner and date registration for each trailer subject to the B.J.S. Vehicle Transaction:

VIN	Description	Location per BDO	Owner per VIN History	Plate Registration	
					Date
5V8VC5323RT401445	2024 VANGUARDVXP 53'	BDO in possession	8438048 Canada Inc.		27-Nov-24
5V8VC5328RT401716	2024 VANGUARD VXP 53	BDO in possession	8438048 Canada Inc.		27-Nov-24
5V8VC5325RT401446	2024 VANGUARD VXP53'	BDO in possession	8438048 Canada Inc.		27-Nov-24
527SR5328PL148827	2023 CIMC	Not located	1683643 Ontario Ltd (o/a Carry 4 U)		3-Mar-25
5V8VC5323RT401784	2024 VANGUARDVXP 53'	Not located	8438048 Canada Inc.		27-Nov-24
527SR5328PL268207	2023 CIMC	Not located	1683643 Ontario Ltd (o/a Carry 4 U)		3-Mar-25
527SR5328PL168236	2023 CIMC	Not located	2463611 Ontario Inc. (dba Magg Logistics)		7-Feb-25
527SR5328PL236857	2023 CIMC	Not located	1683643 Ontario Ltd (o/a Carry 4 U)		3-Mar-25
2SHSR5327RS508563	2023 CMC THERMO KING G-	Not located	BJS Transport Ltd (o/a GFS Groups)		27-Nov-24
527SR5328PL148214	2023 CMCREEFER TRAILER	Not located	1683643 Ontario Ltd (o/a Carry 4 U)		3-Mar-25
527SR5323PL136855	2023 CMC REFFER TRAILER	Not located	8438048 Canada Inc.		27-Nov-24
527SR5328PL146852	2023 CMC REEFER TRAILER	Not located	BJS Transport Ltd (o/a GFS Groups)		27-Sep-24

10. As presented above:
 - a. The three (3) trailers that are in the possession of the Receiver are each registered to AMG;
 - b. Two (2) trailers that the Receiver has not been able to recover are registered to AMG;
 - c. Four (4) vehicles are registered to 1683643 Ontario Ltd., operating as Carry 4 U ("**Carry 4 U**");

- d. Two (2) vehicles are registered to B.J.S Transport, operating as “GFS Groups”; and
 - e. One (1) vehicle is registered to 2463611 Ontario Inc. operating as MAGG LOGISTICS (“Magg”).
11. According to the Corporate Profile Report, Walia is the President and sole director of Carry 4 U. Its registered head office is 70 Pennsylvania Ave., Brampton, Ontario (“**70 Pennsylvania**”). A copy of Carry 4 U’s Corporate Profile Report is attached as **Appendix “C”**.
 12. Similarly, according to the Corporate Profile Report, Walia is the President and sole director of Magg. Its registered head office is also 70 Pennsylvania. A copy of Magg’s Corporate Profile Report is attached as **Appendix “D”**.
 13. A Google search identifies that Carry 4 U has operations at 115 East Dr, Brampton, Ontario, which appears to be a warehouse (the “**East Lot**”). The Receiver requests that the Asset Recovery Order be expanded to include access to the East Lot. Further, the Receiver seeks under the Asset Recovery Order the authority to take possession of the trailers subject to the B.J.S. Vehicle Transaction, notwithstanding the purported transfers of these trailers. As explained in greater detail below, the Receiver believes that the Debtor may have transferred these trailers with the intention to defeat its creditors. The Receiver believes that it is necessary to take possession of those vehicles and hold them until the Receiver may determine whether they were properly transferred to B.J.S. Transport and subsequently retitled to, among others, Carry 4 U and Magg.
 14. During his examination, Shoker was asked if he sold any vehicles prior to the Receivership. As noted in the Examination Transcript attached to the First Report as **Appendix “BB”**,¹ he responded “No, no.”² He further stated that bailiffs repossessed the leased vehicles for non-payment.³ Additionally, Shoker stated that he did not believe he needed to release any unencumbered vehicles to the Receiver.⁴
 15. Based upon the foregoing, it is the Receiver’s view that Shoker sold vehicles that are subject to registrations under the *Personal Property Security Act* (Ontario) in favour of CWB to a third party. CWB confirmed that Shoker did not notify it of these transactions. Shoker also failed to disclose these transfers during his examination under oath. It appears that these actions, among others, were designed to defeat the interests of AMG’s creditors.
 16. As detailed in the First Report, Walia was a logistics manager of AMG and previously identified

¹ Examination Transcript, p 168-171 ([E588-E591](#)).

² Examination Transcript, p 169 line 16 ([E589](#)).

³ Examination Transcript, p 170 ([E590](#)).

⁴ Examination Transcript, p 169 lines 16-25 ([E589](#)).

himself to the Receiver as the manager of GFS International. Jasvir is a director of B.J.S. Transport and Shoker's spouse, with whom he has separated. In addition, the B.J.S. Transport PPSA Search Results shows that there are ten (10) VINs that appear in both the PPSA Search Results and the B.J.S. Transport PPSA Search Results as being registered against both AMG and B.J.S. Transport by different creditors. These ten (10) VINs are different from those of the trailers subject to the B.J.S. Vehicle Transaction.

17. Accordingly, to date, the Receiver believes that at least twenty-two (22) of the Vehicles have been transferred to B.J.S. Transport without the knowledge of CWB or the Financiers, and for which Shoker has previously asserted were released to bailiffs or the Receiver. Of those Vehicles, only three (3) have been recovered by the Receiver.

All of which is respectfully submitted this 10th day of March, 2025

BDO CANADA LIMITED
in its capacity as Receiver of 8438048 Canada Inc.
and not in its personal capacity

Per:



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

APPENDIX E



Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 11TH

JUSTICE PENNY

)

DAY OF MARCH, 2025

)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER
(BANKRUPTCY ASSIGNMENT ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

- 2 -

ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer's Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

BANKRUPTCY ASSIGNMENT

1. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to:
 - (a) assign the Debtor, or cause the Debtor to be assigned, into bankruptcy (upon such assignment, the "**Bankrupt**"); and,
 - (b) to act as trustee in bankruptcy in respect of the Bankrupt (in such capacity, the "**Trustee**"), take possession and control of the assets of such Bankrupt for the purposes of this Receivership, and to pay the costs of such a bankruptcy from the proceeds of the Receivership, including, without limitation, the fees and disbursements of the Trustee.

- 3 -

GENERAL

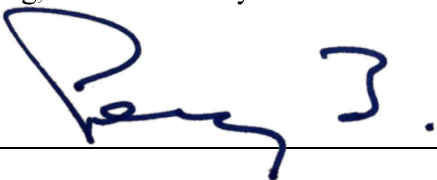
2. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

3. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

4. **THIS COURT HEREBY REQUESTS** the aide and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee and its agents as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

6. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.



CANADIAN WESTERN BANK

-and-
Applicant

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(BANKRUPTCY ASSIGNMENT ORDER)

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Lawyers for the Receiver, BDO Canada Limited

APPENDIX F



Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 11TH

JUSTICE PENNY

)

DAY OF MARCH, 2025

)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER
(ASSET RECOVERY ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

- 2 -

ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer's Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

1. **THIS COURT ORDERS** that GFS International Inc. and AMG Warehousing & Distribution Inc. (the parties occupying the property municipally known as 455 Gibraltar Ave, Mississauga, Ontario (the "**Gibraltar Lot**")), any other occupants of the Gibraltar Lot, and any other person in power, possession or control of the Gibraltar Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the Gibraltar Lot.

2. **THIS COURT ORDERS** that any parties occupying the property municipally known as 6950 Kenderry Gate, Mississauga, Ontario (the "**Kenderry Lot**"), any other occupants of the Kenderry Lot, and any other person in power, possession or control of the Kenderry Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the Kenderry Lot.

3. **THIS COURT ORDERS** that AMG Global Forwarding Inc. and 14713737 Canada Inc. (the parties occupying the property municipally known as 7372 Guelph Line and 7388

- 3 -

Guelph Line, Campbellville, Ontario (the “**Guelph Line Lot**”)), any other occupants of the Guelph Line Lot, and any other person in power, possession or control of the Guelph Line Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the Guelph Line Lot.

4. **THIS COURT ORDERS** that 1683643 Ontario Ltd. operating as Carry 4 U (the party occupying the property municipally known as 115 East Dr, Brampton, Ontario (the “**East Lot**”, and together with the Gibraltar Lot, the Kenderry Lot, and the Guelph Line Lot, the “**Lots**”)), any other occupants of the East Lot, and any other person in power, possession or control of the East Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the East Lot.

5. **THIS COURT ORDERS** that any person or other entity acting in any capacity whatsoever occupying or in power, possession, or control of (any “**Person**”) any real property, premises, or structures, whether fixed or temporary, upon which any Property of the Debtor is or is reasonably believed to be located (the “**Locations**”) shall provide the Receiver or its agents and representatives or any other party authorized by the Receiver, with immediate access to the Locations.

6. **THIS COURT ORDERS** that the immediate access provided for in paragraphs 1-5 includes allowing and/or facilitating the Receiver or its agents or representatives to enter into any locked premises, garages, and/or gated yards, and to remove any equipment that may be blocking the recovery of Property by the Receiver or its agents or representatives or any other party authorized by the Receiver.

- 4 -

7. **THIS COURT ORDERS** that the Receiver or its agents or representatives, or any other party authorized by the Receiver, are hereby authorized to enter the Lots and Locations and take immediate possession of and remove any Property from the Lots and Locations identified by the Receiver as owned or leased by the Debtor.

8. **THIS COURT ORDERS** that, for greater certainty, the authority under the above paragraph 7 includes taking immediate possession of and removing trailers bearing or reasonably believed to bear Vehicle Identification Numbers 527SR5328PL148827, 5V8VC5323RT401784, 527SR5328PL268207, 527SR5328PL168236, 527SR5328PL236857, 2SHSR5327RS508563, 527SR5328PL148214, 527SR5323PL136855, and 527SR5328PL146852 (the “**Transferred Trailers**”), and, if recovered, will be held by the Receiver pending further order of this Court.

9. **THIS COURT ORDERS** that except as required to comply with any other Order of this Court to deliver Property to the Receiver, no person or entity, other than the Receiver or its agents and representatives, or any other party authorized by the Receiver, may move, relocate, transport, or conceal from the Receiver any Property or Transferred Trailers in any manner whatsoever.

10. **THIS COURT ORDERS** that the Receiver shall not be required to make any payments to GFS International Inc., Lion Force Transport Inc., AMG Global Forwarding Inc., AMG Warehousing & Distribution Inc., 14713737 Canada Inc., 1683643 Ontario Ltd., or any Person, in respect of costs incurred or that may be incurred to facilitate the entry into the Lots and Locations and/or recovery of the Property or the Transferred Trailers by the Receiver or its agents or representatives or any other person authorized by the Receiver.

- 5 -

11. **THIS COURT ORDERS** that any local police or peace officers shall assist the Receiver or its agents or representatives in implementing the Amended and Restated Receivership Order of this Court dated January 16, 2025 and this Order, including by assisting the Receiver or its agents in gaining access to the Lots and Locations and recovering the Property or the Transferred Trailers, as requested by the Receiver or its agents or representatives.

12. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

13. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.



A handwritten signature in blue ink, appearing to read "P. J. 3", is written over a horizontal line.

CANADIAN WESTERN BANK

-and-
Applicant

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(ASSET RECOVERY ORDER)

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Lawyers for the Receiver, BDO Canada Limited

APPENDIX G



Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 11TH

JUSTICE PENNY

)

DAY OF MARCH, 2025

)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER
(EXAMINATION AND PRODUCTION ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

- 2 -

ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 (the “**Receiver’s First Report**”) and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer’s Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

1. **THIS COURT ORDERS** that Narinder Shoker shall:
 - (a) respond in full to the undertakings found at Appendix “CC” of the Receiver’s First Report by no later March 25, 2025. For greater certainty, this includes but is not limited to producing the documents and records set forth in the Notice of Examination dated January 20, 2025;
 - (b) disclose the location of all vehicles and trailers used in the operation of the Debtor’s business;
 - (c) deliver possession of any of the Debtor’s Property to the Receiver, including but not limited to any vehicles or trailers, including any keys and ownership documents for those vehicles or trailers, that were used in the operation of the Debtor’s business; and,

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(d) cease accessing, logging into, manipulating, altering, deleting or attempting to access, log into, manipulate, alter or delete any email accounts, electronic messaging systems and/or electronic database accounts used in connection with or relating to the business of the Debtor or by any officer, director, employee or representative of the Debtor.

2. **THIS COURT ORDERS** that Narinder Shoker and any other director, officer, employee, or representative of the Debtor shall cease operating and/or holding themselves out as the Debtor or operating the business and affairs of the Debtor under any other entity.

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to conduct examinations under oath of Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker. For greater certainty, nothing in this paragraph shall be construed as in any way limiting or altering the authority of the Receiver to conduct examinations under oath in accordance with paragraph 4(t) of the Amended and Restated Receivership Order dated January 16, 2025.

4. **THIS COURT ORDERS** Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker to attend any examination under oath that the Receiver may wish to conduct of any of them within seventy-two (72) hours of the Receiver issuing a notice of examination.

5. **THIS COURT ORDERS** that GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. shall forthwith:

(a) produce all books, records and documents of, or in any way related to or connected with, the Debtor, wherever located, including, without limitation, all financial

- 4 -

records, bank account statements, accounts receivables listings, customer invoices, supplier invoices and fleet and equipment leases, acquisitions and dispositions;

- (b) produce a list detailing the date, transaction type, relevant vehicle identification number, consideration paid and copies of all relevant documentation, such as invoices, receipts, service records and any other pertinent paperwork of all vehicle purchases, transfers, services, maintenance activities and any other related transactions between the Debtor and GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., that occurred within the eighteen (18) month period preceding the date of this Order;
- (c) disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of the Debtor's business; and,
- (d) deliver possession of any of the Debtor's Property to the Receiver, including but not limited to any vehicles or trailers, including any keys for those vehicles or trailers, that are being used by GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. in the operation of their respective businesses or otherwise in their possession or control.

6. **THIS COURT ORDERS** that, within seven (7) days of the date of this Order, Five Star Insurance Brokers Ltd. and Bhanu Rana produce to the Receiver a copy of the expired insurance policy binder for the insurance policies held by the Debtor.

- 5 -

7. **THIS COURT ORDERS** that if the Narinder Shoker, Inderjit Walia, Manmeet Kaur Shoker, Jasvir Kaur Shoker, GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., Royal Bhatti Transport Inc., Five Star Insurance Brokers Ltd., and Bhanu Rana fail to comply with this Order, the Receiver may apply to this Court for appropriate sanctions to be imposed against them.

8. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

9. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.

A handwritten signature in blue ink is written over a horizontal line. The signature appears to be "Raj S." with a stylized flourish at the end.

CANADIAN WESTERN BANK

-and-
Applicant

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(EXAMINATION AND PRODUCTION ORDER)

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6

Dylan Chochla (621371)
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Tel: +1 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

APPENDIX H



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00729834-00CL

DATE: March 11, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: CANADIAN WESTERN BANK v. 8438048 CANADA INC.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jeremy Bornstein	Counsel for the Applicant, Canadian Western Bank	jbornstein@cassels.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Dhanbir Jaswal	Counsel for the Respondent, 8438048 Canada Inc.	djaswal@jaswallaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jennifer L. Caruso Dylan Chochla	Counsel for the Receiver, BDO Canada Limited	jcaruso@fasken.com dchochla@fasken.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] The Receiver brings an omnibus motion for various heads of relief. The Receiver seeks orders: 1) finding that 8438048 Canada Inc. (the “Debtor”) and its principal, Narinder Shoker, have breached the Amended and Restated Receivership Order dated January 16,

2025 and, therefore, are in civil contempt of court, (2) granting the Receiver the authority to assign the debtor into bankruptcy; 3) enhancing the Receiver's authority to gain access to, and to seize certain property subject to the secured claims of the Canadian Western Bank; and 4) for the examination of, and production of documents from, third parties who would appear to have information relevant to fulfilling the Receiver's mandate under the Receivership Order.

- [2] The Debtor carried on business as a freight shipping, transport, and logistics management company. There are financing statement registrations by various creditors, including CWB and vehicle financing companies for approximately 109 unique Vehicle Identification Numbers relating to vehicle loans to the Debtor or equipment financing leases between the Debtor and various Financiers. The Debtor may have owned or financed up to 218 trucks and trailers.
- [3] Since this receivership began in December 2024, the Receiver has been stymied in its search for the Debtors assets. These efforts are detailed in the Receiver's reports and in the supporting affidavits. Suffice to say that the Receiver has not received the level of co-operation and forthright response one might reasonably expect to its enquiries from the Debtor and its principal, Mr. Shoker. Mr. Jaswal was acting for the Debtor but not for Mr. Shoker.
- [4] The material for this motion was served on the afternoon of February 28, 2025. Recently, Mr. Jaswal has been advised that he is being replaced; Mr. Dimonte is being retained by the Debtor and Mr. Shoker.
- [5] Mr. Dimonte submitted a letter indicating he is involved in a motion for summary judgment and is unable to attend. He asks for an adjournment of all of the relief sought on the motion today.
- [6] The request for an adjournment was strongly opposed by counsel for the Receiver and CWB. They submit that the recoveries of the Debtor's property have been actively thwarted by the conduct of Mr. Shoker and various others acting under his direction. They say that proper realizations cannot be pursued because of Mr. Shoker's prevarications and refusal to provide documents and other information. They further submit that the eleventh hour adjournment request is nothing more than a continuation of the delay tactics and obfuscation they have been experiencing to date.
- [7] The remedy of contempt is quasi-criminal in nature. A finding of contempt has serious consequences. Penalties for contempt can, and frequently do, involve terms of incarceration. Further, although I agree that time is of the essence, there is nothing particularly "urgent" about the contempt proceeding itself. This is especially so given that the Receiver itself is proposing, in the event of a finding of contempt, a subsequent period during which the Debtor and Mr. Shoker may purge their contempt.

[8] It is for these reasons that I order the adjournment of the contempt portion of the motion to April 8, 2025 at 10:00 A.M. for half a day. This adjournment is preemptory on the Debtor and Mr. Shoker. The motion shall proceed, therefore, with or without counsel.

[9] The respondents must provide all material in response to the contempt motion in a timely manner so as to ensure the motion proceeds, as scheduled, in an orderly manner.

[10] The remaining relief is somewhat urgent. No excuse has been offered for why no material has been provided or for why these issues should not be decided today. The third parties were served with the material, filed no response and did not attend.

[11] I am satisfied that the bankruptcy order is warranted in the circumstances. That order shall issue in the form signed by me this day.

[12] I am likewise satisfied that the requested third party examinations and document production is appropriate and necessary in the circumstances. The order that Mr. Shoker answer undertakings within two weeks is also appropriate and necessary. Order to issue in the form signed by me this day.

[13] Finally, and most importantly, I am satisfied that the Receiver must be granted immediate access to certain premises where, the evidence is, the Debtor's property has been located. If property subject to CWB's security is located, it must be preserved pending further proceedings to determine any disputes over priorities and/or entitlements. This order shall issue in the form signed by me this day.



Penny J.

APPENDIX I

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

Take notice that:

1. 8438048 Canada Inc. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against 8438048 Canada Inc.) on the 19th day of March 2025 and the undersigned, BDO Canada Limited / BDO Canada Limitée, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 9th day of April 2025 at 11:00 AM at Conference Call or 1-833-215-3238 Conference ID #724 507 984.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 19th day of March 2025.

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency
Trustee



20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

District of: Ontario
 Division No. 09 - Mississauga
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Corporate Bankruptcy)
 (Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
 8438048 Canada Inc.
 of the City of Mississauga, in the Province of Ontario

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the data of the bankruptcy, on the 19th day of March 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the bankrupt is a corporation, or by yourself, in other cases.

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Negative market conditions; | <input type="checkbox"/> Foreign Exchange Fluctuations; | <input type="checkbox"/> Economic Downturn; | <input type="checkbox"/> Poor Financial Performance; | <input type="checkbox"/> Legal Matters (Provide details); |
| <input type="checkbox"/> Lack of Working Capital/Funding; | <input type="checkbox"/> Competition; | <input type="checkbox"/> Legislated or Regulatory Restrictions; | <input type="checkbox"/> Natural Disaster; | <input type="checkbox"/> Increased Cost of Doing Business; |
| <input type="checkbox"/> Overhead Increasing; | <input type="checkbox"/> Faulty Infrastructure or Business Model; | <input type="checkbox"/> Unsuccessful Marketing Initiatives; | <input type="checkbox"/> Personal Issues; | <input type="checkbox"/> Poor Management; |
| <input type="checkbox"/> Faulty Accounting; | <input type="checkbox"/> Tax Liabilities; | <input type="checkbox"/> Labour; | <input checked="" type="checkbox"/> Other (Please specify). | |

Provide relevant details:

[Other] Financial Mismanagement

ASSETS <small>(totals from the list of assets as stated and estimated by bankrupt/debtor)</small>	LIABILITIES <small>(totals from the list of liabilities as stated and estimated by bankrupt/debtor)</small>
1. Cash on hand 0.00	1. Secured creditors 8,046,957.00
2. Deposits in financial institutions 0.00	2. Preferred creditors, securities, and priorities 0.00
3. Accounts receivable and other receivables	3. Unsecured creditors 7,034,186.77
Total amount 10,610.00	4. Contingent, trust claims or other liabilities estimated to be provable for 0.00
Estimated realizable value 10,610.00	Total liabilities 15,081,143.77
4. Inventory 0.00	Surplus 7,034,186.77
5. Trade fixtures, etc. 0.00	
6. Livestock 0.00	
7. Machinery and equipment 0.00	
8. Real property or immovables 0.00	
9. Furniture 0.00	
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.) 0.00	
11. Vehicles 0.00	
12. Securities (shares, bonds, debentures, etc.) 0.00	
13. Other property 8,036,347.00	
Total of lines 1 to 13 8,046,957.00	
If bankrupt is a corporation, add:	
Amount of subscribed capital 0.00	
Amount paid on capital 0.00	
Balance subscribed and unpaid 0.00	
Estimated to produce 0.00	
Total assets 8,046,957.00	
Deficiency -7,034,186.77	
Total value of assets located outside Canada included in lines 1 to 13 0.00	

FORM 78 – Continued

List of Assets

Arrange by Nature of asset and number consecutively

No	Nature of asset ¹	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification)
501	Other personal property	n/a	<input type="checkbox"/>	Other - Various Trucks and Trailers	100.00	6,481,533.00	6,481,533.00	0.00	<input type="checkbox"/>
502	Other personal property	n/a	<input type="checkbox"/>	Other - Loan Receivable	100.00	1,554,814.00	1,554,814.00	0.00	<input type="checkbox"/>
1301	Accounts receivable	500 - 20 Wellington St. E., Toronto, ON, M5E 1C5	<input type="checkbox"/>	Debts Due - Business - Accounts Receivable	100.00	10,610.00	10,610.00	0.00	<input type="checkbox"/>
Total						8,046,957.00	8,046,957.00		

¹ Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Livestock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.

~~Harinder Choker~~

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Place-holder values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	ADD Capital Corp. Attn: Mike F.	2 - 500 Cochrane Drive Markham ON L3R 8E2	Other	Other	12-Mar-2025	16,895.12	0.00	0.00	0.00	16,895.12			-16,895.12	<input type="checkbox"/>
2	Big Rig Trailers & Leasing Inc.	100 Whybank Dr. Brampton ON L7A 0N7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
3	Bodkin Leasing Corporation	102 - 1465 North Service Rd E Oakville ON L6H 1A7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
4	BVD Equipment Finance Inc.	8177 Torbram Road Brampton ON L6T 5C5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
5	Canadian Western Bank Attn: Credit Risk Management	300, 606 4 Street SW, Calgary AB T2P 1T1	Other	Other	12-Mar-2025	0.00	6,616,533.94	0.00	0.00	6,616,533.94	1301,501.502		0.00	<input type="checkbox"/>
6	Concentra Bank	333 - 3 Avenue North Regina SK S4P 3G8	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
7	CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	Other	Source Deductions	12-Mar-2025	0.00	109,779.08	0.00	0.00	109,779.08	1301,501.502		0.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

Reinder Steiner

FORM 78 – Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
8	CRA - Tax - Ontario	Shawiniga n-Sud National Verification and Collection Centre 4695 Shawiniga n-Sud Blvd Shawiniga n-Sud QC G9P 5H9	Other	HST		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
9	Dalmer Truck Financial Attn: Collections and Loss Recovery	202 - 2680 Matheson Blvd Mississauga ON L4W 0A5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
10	England Carriers Services	PO Box 27568 Salt Lake City UT 84127 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
11	Equirex Leasing Corp.	101 - 1465 North Service Rd E Oakville ON L6H 1A7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
12	Farm Credit Canada	104 1133 St. George Boulevard Moncton NB E1E 4E1	Other	Other	12-Mar-2025	6,747,893.55	1,320,643.98	0.00	0.00	8,068,537.53	1301,502		-6,747,893.55	<input type="checkbox"/>
13	Flex-Cap Inc.	9 Ruedes Toumols Blainville QC J7C 4Y2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
14	Just Trux	1093 Lorimar Dr. Mississauga ON L5S 1M5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
15	Mercedes-Benz Financial Services Canada Corporation Attn: Customer Service	500 - 2680 Matheson Blvd E Mississauga ON L4W 0A5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

~~Narinder Shoker~~

FORM 78 – Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
16	Meridian OneCap Credit Corp	Suite 1500, 4710 Kingsway Burnaby BC V5H 4M2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
17	Mitsubishi HC Capital Canada Leasing Inc.	301-3390 South Service Road Burlington ON L7N 3J5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
18	Paul Motor Leasing	4009 Rue De Verdun Montreal QC H4G 1L1	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
19	Penske Truck Leasing Canada	Route 10 Green Hills, PO Box 791 Reading PA 19603	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
20	R&S Trailer Leasing Limited	5185 Fountain Street North Breslau ON N0B 1M0	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
21	Riordan Leasing Inc. Attn: Accounts Receivable	1158 King St E Kitchener ON N2G 2N4	Other	Other	12-Mar-2025	89,414.23	0.00	0.00	0.00	89,414.23			-89,414.23	<input type="checkbox"/>
22	TFG Financial Attn: Patrick Jakubowski	500 - 4180 Loughheed Highway Burnaby BC V5C 6A7	Other	Other	12-Mar-2025	179,965.87	0.00	0.00	0.00	179,965.87			-179,965.87	<input type="checkbox"/>
23	Trac Lease Inc. and Affiliated Companies	750 College Road East Princeton NJ 08540 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
24	Vault Credit Corporation	5 - 41 Scarsdale Rd Toronto ON M3B 2R2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Horvath-Shoker

Date

Total	7,034,186.77	8,046,957.00	0.00	0.00	15,081,143.77
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² Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

³ Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

I, Narinder Shoker, of the City of Brampton in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 19th day of March 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the City of Toronto in the Province of Ontario, on this 19th day of March 2025.

Parisi,
Josie

Digitally signed by Parisi, Josie
DN: cn=Parisi, Josie,
email=JP@bdo.ca
Date: 2025.03.19 11:11:56 -
04'00'



Stephanie Burrowes, Commissioner of Oaths
For the Province of Ontario
Expires November 21, 2025

Narinder Shoker

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

Stephanie Anne Burrowes, a Commissioner,
etc., Province of Ontario, for BDO Canada
Limited.

Expires November 21, 2025.

Court No.

File No.

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

Form 78 (8R22)
Statement of affairs (Business bankruptcy)

Trustee: Josie Parisi
License: 3267
Email: jparisi@bdo.ca

BDO Canada Limited / BDO Canada Limitée -
Licensed Insolvency Trustee
20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31

Proof of Claim

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8),
102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(h) of the Act)

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: _____
Facsimile: _____
Email: _____
Contact person name or position: _____
Telephone number for contact person: _____

In the matter of the bankruptcy of 8438048 Canada Inc. of the City of Mississauga in the Province of Ontario and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above named debtor (or that I am _____ (state position or title) of _____, (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 19th day of March 2025, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of bankruptcy.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the ____ day of _____, and that the last payment, if any, on this debt by the debtor to the creditor was made on the ____ day of _____, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the ____ day of _____, as follows:

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

A. Unsecured claim of \$ _____

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:

(Check appropriate description)

Regarding the amount of \$ _____, I do not claim a right to a priority.

District of Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31 --- Continued
In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6F below)
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 01) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 02) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 1) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(g) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act

(Set out on an attached sheet details to support priority claim)

- B. Claim of Lessor for disclaimer of a lease of \$ _____**

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

- C. Secured claim of \$ _____**

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

- D. Claim by Farmer, Fisherman or Aquaculturist of \$ _____**

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts)

- E. Claim by Wage Earner of \$ _____**

- That I make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

- F. Claim by Pension Plan for unpaid amount of \$ _____**

- That I make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I make a claim under subsection 81.6 of the Act in the amount of \$ _____,

- G. Claim against Director of \$ _____**

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim including the calculations upon which the claim is based)

- H. Claim of a Customer of a Bankrupt Securities Firm of \$ _____**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31 --- Concluded
In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at _____, this _____ day of _____.

Signature of creditor or representative

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 36

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to
be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____

Witness

Individual Creditor

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

20 Wellington St E, Suite 500
Toronto ON M5E 1C5

CHECKLIST FOR PROOFS OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and, where required, proxy form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

- ▶ The signature of a witness is required;
- ▶ The claim must be signed personally by the individuals;
- ▶ If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
- ▶ Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

- ▶ Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

- ▶ State the date of bankruptcy, proposal of receivership and the amount of your claim;
- ▶ A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
- ▶ A statement of account is not complete if it begins with an amount brought forward;
- ▶ The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

- ▶ An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
- ▶ A secured creditor must check subparagraph C. You must insert the value at which you assess each of your securities and provide a certified true copy of the security documents as registered.

PARAGRAPH 5

Strike out "are" or "are not" as applicable to you. You would be considered a related person if:

- ▶ You are related to blood or marriage to the debtor;
- ▶ If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

- ▶ Within the 3 months preceding the bankruptcy or proposal, if the creditor and the debtor are not related;
- ▶ Within 12 months preceding the bankruptcy or proposal, if the creditor and debtor are related.

In the case of an individual's bankruptcy only, you may request some or all of the items stated after paragraph 6.

GENERAL PROXY

A creditor may appoint a proxy by completing the proxy form, if the creditor is a corporation, the proxy form must be completed in the corporate name and signature witness.

NOTES

- ▶ Only creditors who have filed claims in the proper manner before the time appointed for the meeting of creditors are entitled to vote;
- ▶ A creditor may vote either in person or by proxy;
- ▶ A debtor may not be appointed a proxy at any meeting of his creditors;
- ▶ The trustee may be appointed as a proxy to for any creditors;
- ▶ A corporation may vote by an authorized agent at the meeting of creditors;
- ▶ In order to have the right to vote, a person must himself be a creditor or be the holder of a property executed proxy showing the name of the creditor;
- ▶ Only creditors who filed claims in the proper form with the trustee are entitled to share in any distribution that may be made.

APPENDIX J

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

**SECOND SUPPLEMENT TO THE FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS
COURT APPOINTED RECEIVER AND MANAGER OF 8438048 CANADA INC.**

April 4, 2025

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B.	Asset Recovery Order issued March 11, 2025
C.	Examination and Production Order issued March 11, 2025
D.	Endorsement of Justice Penny dated March 11, 2025
E.	Correspondence between the Receiver and the Second Bailiff
F.	Letter from counsel for 1000938708 Ontario Inc. dated March 21, 2025
G.	Lease Agreement for the Kenderry Lot and deposit cheques
H.	8438048 Canada Inc. o/a AMG Global Creditors Package
I.	Undertakings chart received on March 28, 2025 with highlighted additional responses

Overview

1. This report is a second supplemental report to the First Report (the “**Second Supplemental Report**”). The purpose of this Second Supplemental Report is to provide the Court with an update on the activities of the Receiver following the hearing of the Receiver’s motion on March 11, 2025 before the Honourable Justice Penny (the “**March 11 Motion Hearing**”) and, in particular, recent developments with respect to asset recoveries by the Receiver and its agents.
2. This Second Supplemental Report should be read in conjunction with the First Report and the Supplemental First Report and is subject to the restrictions and limitations described therein. Capitalized terms used and not defined in the Second Supplemental Report have the meanings given to them in the First Report and the Supplemental First Report.

The Orders Granted at the March 11 Motion Hearing

3. On February 28, 2025, the Receiver brought a motion returnable March 11, 2025 seeking the following Orders:
 - (a) the Contempt Order;
 - (b) the Bankruptcy Assignment Order;
 - (c) the Asset Recovery Order; and,
 - (d) the Examination and Production Order.
4. At the March 11 Motion Hearing, Justice Penny adjourned the hearing of the Contempt Order to April 8, 2025 and granted the remaining Orders sought by the Receiver. Copies of the Bankruptcy Assignment Order, the Asset Recovery Order, and the Examination and Production Order issued on March 11, 2025, as well as the Endorsement of Justice Penny issued in connection with these Orders, are attached hereto as **Appendices “A”, “B”, “C”, and “D”**, respectively.

Steps Taken Pursuant to the Asset Recovery Order

Kenderry Lot

5. On March 12, 2025, the Second Bailiff attended the Kenderry Lot with a copy of the Asset Recovery Order in order to enter and inventory the assets located on the premises and to take possession and remove any Vehicles from those premises.

6. An unknown individual immediately denied the Second Bailiff access to the Kenderry Lot. Consequently, and in accordance with the Asset Recovery Order, the Receiver contacted and engaged the assistance of the Peel Regional Police (the “**Police**”) to enter the Kenderry Lot. The Police attended at the Kenderry Lot and, with their oversight, the Second Bailiff began inventorying the assets on site and cross-checking VIN plates to license plates and other identifiers on engines (the “**Identifying Marks**”) in order to verify whether any of the assets were AMG’s Property.
7. While the Second Bailiff was completing the inventory of the property at the Kenderry Lot, Shoker appeared at the Kenderry Lot and began directing the vehicles that were arriving at the Kenderry Lot to not enter the premises and to leave, circumventing the inventorying efforts. The Second Bailiff requested that the Police pursue those vehicles.
8. During the inventory of vehicles, the Second Bailiff discovered inconsistencies in their Identifying Marks and brought this to the Police’s attention. The Police discovered that the original VIN plates had been removed and replaced with different VIN plates, which is commonly referred to as a vehicle being “re-vinned”. The Second Bailiff also observed that certain re-vinned vehicles had fake ownership documents.
9. Upon these discoveries, the Police attending at the Kenderry Lot became suspicious of possible fraud being perpetuated on those premises, and called their organized crime unit to attend the Kenderry Lot. The Police ultimately seized all property located at the Kenderry Lot, locked down the premises, and coordinated the removal and repossession of the vehicles onsite.
10. The Receiver understands from the Second Bailiff that the Police arrested Shoker at the Kenderry Lot. It is the Receiver’s understanding, through discussions with the Police and publicly available information, that Shoker has been charged criminally in connection with the aforementioned discoveries.
11. Through the efforts of the Second Bailiff and the Police, the Receiver was able to recover the following four (4) Vehicles from the Kenderry Lot that have been positively identified as AMG’s Vehicles:

VIN	Description	Financier/Registered Owner
1FUJBBCKX7LW97377	2007 Freightliner Columbia Highway Tractor	2778735 Ontario Inc. o/a GFS Haulers
4V4NC9EH6EN162259	2014 Volvo VN VNL Highway Tractor	2778735 Ontario Inc. o/a GFS Haulers
527SR5328PL146902	2023 CMC Reefer Trailer	Canadian Western Bank
3H3V532KXNJ304081	2022 Hyundai Reefer Thermoking G-600	Canadian Western Bank

12. The Receiver also understands that the investigations have been escalated to the Provincial Auto Theft Team. The Receiver understands that additional vehicles have been recovered by that team but is not aware of the specific details of those investigations, nor is the Receiver in a position to disclose additional information about those investigations that could potentially be compromising or otherwise interfere with those investigations.
13. To date, the Receiver has not received an inventory of the vehicles that have been seized by the Police; however, it is the Receiver's understanding that numerous vehicles have been seized from multiple locations. As various vehicles were re-vinned and deconstructed for parts, neither the Receiver nor the Police have visibility as to how many seized vehicles are the Property of AMG.
14. The Receiver has been in frequent communication with the Police and continues to co-operate with the Police amidst their ongoing investigations.

Guelph Line Lot

15. On March 14, 2025, the Second Bailiff attended the Guelph Line Lot with the Ontario Provincial Police ("OPP") and gained access to the premises pursuant to the Asset Recovery Order.
16. The Second Bailiff was able to recover the following six (6) Vehicles from the Guelph Line Lot:

VIN	Description	Financier/Registered Owner
1GRAA0629GW700610	2016 Great Dane Reefer Trailer	Equirex, A Division of Bennington Financial Corp. Bodkin, A Division of Bennington Financial Corp.
1UYVS3532P6804202	2023 Utility Trailer	Daimler Truck Financial Services Canada
1FUJA6CK55LN90440	Truck	8438048 Canada Inc. o/a AMG Global
5KJJBHDR3MLMT5821	2021 Western Star 5700XE	Canadian Western Bank Mercedes-Benz Financial Services Canada Corporation Daimler Truck Financial
4V4NC9EH1KN904918	2019 Volvo 760	Equirex, A Division of Bennington Financial Corp. Concentra Bank
4V4NC9EH8HN963523	Volvo Truck	Mitsubishi HC Capital Canada Inc.

17. The Second Bailiff located but was unable to remove the following three (3) Vehicles from the Guelph Line Lot due to poor ground conditions at the time of attendance, and will make arrangements to do so at a later date:

VIN	Description	Financier/Registered Owner
1UYVS2537CU444571	53' Trailer	B.J.S. Transport Ltd. o/a GFS Groups
1GRAA0620CW700845	53' Great Dane Trailer	B.J.S. Transport Ltd. o/a GFS Groups
5V8VC5320RT401712	2024 Vanguard VXP 53'	Canadian Western Bank

18. In summary, to date, through the Asset Recovery Order, the Receiver has been able to recover ten (10) Vehicles, with three (3) additional Vehicles to be moved once ground conditions improve. Of the ten (10) Vehicles recovered from the Kenderry Lot and the Guelph Line Lot, Shoker had previously advised the Receiver that four (4) of the Vehicles had been repossessed or returned to the applicable Financier and one (1) of the Vehicles was located at Vintage Logistics in Laredo, Texas.
19. The Receiver and its agents have not yet attended the Gibraltar Lot or the East Lot, which are the two other locations identified in the Asset Recovery Order, but intends to make efforts to do so in the coming weeks.

Vehicle Transfers to B.J.S. Transport

20. The Receiver has become aware that certain of AMG's Vehicles were transferred to B.J.S. Transport and those assets are currently in the possession of the Police. One of these Vehicles is a 2017 Mercedes-Benz Brabus, VIN# WDCYC5FF2HX280553 (the "**Brabus**"). Paul Motor Leasing registered a security interest in the Brabus on March 7, 2023, as appears in the PPSA Search Results. As part of the additional responses to the undertakings received on March 28, 2025, noted below, the Receiver was provided with a lease entered into on December 12, 2024 between Paul Motor Leasing and B.J.S. Transport for the lease of the Brabus. As of February 12, 2025, Paul Motor Leasing had not registered an interest in the Brabus against B.J.S. Transport, as appears under the B.J.S. Transport PPSA Search Results.
21. The Receiver has been advised that Shoker, directly and through his counsel, has contacted the Police and the Second Bailiff to have certain Vehicles released. The Receiver has advised the Second Bailiff and the Police that no assets should be released without the prior consent of the Receiver or order of the Court. Attached as **Appendix "E"** is a copy of the correspondence received from the Second Bailiff.

The Kenderry Lot Lease

22. On March 21, 2025, the Receiver received correspondence from counsel for 1000938708 Ontario Inc., the landlord of the Kenderry Lot, advising that AMG had defaulted on the terms of its lease agreement for the lease of those premises (the "**March 21 Lease Letter**"). A copy of the March 21 Lease Letter is attached hereto as **Appendix "F"**.

23. The lease was signed by Shoker on behalf of AMG and is dated September 20, 2024, with the leasing period specified as January 1, 2025 to December 31, 2027. Two (2) bank drafts were provided to Royal LePage Flower City Realty as a deposit for the lease. The first deposit was in the amount of \$100,000, paid with funds that were not yet cleared in AMG's CWB account on August 29, 2024. The second deposit was in the amount of \$86,450, provided by Jasvir on August 30, 2024. A copy of the lease and bank drafts are attached as **Appendix "G"**.
24. Prior to receiving the March 21 Lease Letter, the Receiver was not aware that AMG had leased the Kenderry Lot or that AMG was occupying those premises. Further, despite AMG being the tenant of the Kenderry Lot, the Receiver's Bailiffs were continuously denied access by the occupants of the premises. Shoker failed to advise the Receiver of AMG's lease at the Kenderry Lot, further frustrating the Receiver's attempts to recover AMG's assets.

Financial Transactions

25. The Receiver has received additional bank statements from various financial institutions where AMG held accounts, along with additional information pertaining to certain transactions. The Receiver's review of the statements showed the following total payments made to related parties:

Related Entity	Amount	Currency	Date Range Received
AMG Forwarding	\$ 589,600.00	CAD	September 2024 - December 2024
AMG Warehousing	\$ 17,000.00	CAD	September 2024 - October 2024
B.J.S. Transport	\$ 11,000.00	CAD	January 2025
Royal Bhatti	\$ 4,000.00	CAD	October 2025
Shoker	\$ 296,500.00	CAD	February 2024 - August 2024
Shoker	\$ 57,050.00	USD	February 2024 - August 2024

26. Further investigation into the nature and business reason(s) in support of the above transactions will be completed by BDO in its capacities as Receiver of AMG and as Trustee of the bankrupt estates of AMG and Shoker.

Assignment in Bankruptcy

27. On March 19, 2025, the Receiver assigned AMG into bankruptcy pursuant to the Bankruptcy Assignment Order, and BDO was appointed as trustee in bankruptcy ("**Trustee**"). The first meeting of creditors is scheduled for April 9, 2025. Attached as **Appendix "H"** is a copy of the creditors package.

Additional Responses to Undertakings

28. The Examination and Production Order required that Shoker provide complete responses to the undertakings given at his examination under oath on January 24, 2025, by March 25, 2025.
29. On March 28, 2025, the Receiver received additional responses to the undertakings. A copy of the responses to the undertakings, including the documents produced in response to the undertakings, is attached as Exhibit "A" to the Affidavit of Narinder Shoker sworn April 3, 2025.
30. The additional responses have been added to the undertakings chart that was delivered on January 31, 2025. Attached hereto as **Appendix "I"** is a copy of the undertakings chart that highlights the new information received on March 28, 2025. It is the Receiver's view that little to no new additional material information has been provided; Shoker continues to withhold information about the location of the Vehicles from the Receiver, and has provided very little, if any, detailed information in his responses.
31. In the Receiver's view, the only material new information provided in the additional responses to undertakings is the following:
 - (a) AMG disclosed that Breadner repossessed ten (10) vehicles from AMG and entered into new lease agreements with B.J.S. Transport in respect of those vehicles, and that Breadner sold five (5) trailers to 277 Ontario, which were the subject of registrations under the *Personal Property Security Act* ("**PPSA**") against AMG. The Receiver has contacted Breadner to confirm the accuracy of these statements, but as of the date of this Second Supplemental Report, the Receiver has not received a response from Breadner.
 - (b) AMG disclosed that the three vehicles which are the subject of PPSA registrations by Paul Motor Leasing have since been leased to B.J.S. Transport. The Receiver is investigating these lease arrangements.
32. In the Receiver's view, Shoker continues to frustrate the Receiver's ability to recover the property of AMG and remains in breach of the A&R Receivership Order. The limited recovery of assets to date has only been possible through extraordinary efforts of the Receiver, the Bailiffs engaged by the Receiver, and the involvement of the Police.

All of which is respectfully submitted this 4th day of April, 2025

BDO CANADA LIMITED
in its capacity as Receiver of 8438048 Canada Inc.
and not in its personal capacity

Per:



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

APPENDIX K



Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE
JUSTICE CONWAY

)
)
)

TUESDAY, THE 8TH
DAY OF APRIL, 2025

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”), seeking an Order finding the Debtor and Narinder Shoker (the

- 2 -

“**Respondents**”) in contempt of court was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver dated February 28, 2025, the Supplemental Motion Record of the Receiver dated March 10, 2025, and the Second Supplemental Motion Record of the Receiver dated April 4, 2025 (altogether, the “**Motion Records**”), including the First Report of the Receiver dated February 28, 2025, the Supplemental First Report of the Receiver dated March 10, 2025, and the Second Supplemental Report of the Receiver dated April 4, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer’s Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, March 10, 2025, April 4, 2025, and April 7, 2025,

SERVICE

1. **THIS COURT ORDERS** that the service of and time for service of this Notice of Motion and the Motion Records are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that by no later than May 6, 2025, the Respondents shall provide the following to the Receiver, in form and substance satisfactory to the Receiver, in respect of all of the vehicles listed in: (i) the summary of search results of the Vehicle Identification Numbers (“**VINs**”) listed in registrations under the *Personal Property Security Act* (Ontario) (“**PPSA**”) against the Debtor attached as Exhibit “V” to the Affidavit of Jay Hamblin, sworn

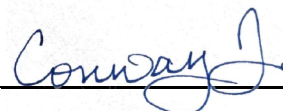
- 3 -

November 14, 2024, or any updated PPSA search results; and (ii) the search results for VINs registered under the Registrant Identification Numbers 187029608 and 184721081 listing the Debtor as the registrant (collectively, the “**Missing Vehicles**”):

- (a) delivery of the Missing Vehicles to the Receiver, including any keys and ownership documents for those vehicles;
- (b) the exact location of the Missing Vehicles and the contact information of the person with ownership or control of the premises and permission from that party for the Receiver to retrieve the Missing Vehicles;
- (c) an explanation, with verifiable information from third party sources, as to what happened with each Missing Vehicle; or
- (d) details with respect to the transfer of any Missing Vehicles, including the date of transfer, the name of the transferee, the purchase price, copies of all relevant documentation, and information with respect to where the proceeds are located.

3. **THIS COURT ORDERS** that if the Respondents fail to comply with paragraph 2 of this Order, the hearing of the motion, will proceed on May 20, 2025, subject to the availability of the Court, which shall be preemptory on the Respondents. The parties shall advise the Court if the hearing date is no longer required.

4. **THIS COURT ORDERS** that this Order shall take effect on the date of this Order without the need for entry or filing.



CANADIAN WESTERN BANK

-and-
Applicant

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

FASKEN MARTINEAU DUMOULIN LLP
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Lawyers for the Receiver, BDO Canada Limited



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00729834-00CL

DATE: April 8 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: CANADIAN WESTERN BANK v. 8438048 CANADA INC

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jeremy Bornstein	Counsel for the Applicant, Canadian Western Bank	jbornstein@cassels.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Patrick Di Monte	Counsel for the Respondent, 8438048 Canada Inc.	patdimonte@on.aibn.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jennifer L. Caruso Dylan Chochla	Counsel for the Receiver, BDO Canada Limited	jcaruso@fasken.com dchochla@fasken.com

ENDORSEMENT OF JUSTICE CONWAY:

- [1] The Receiver's contempt motion commenced before me today. During the hearing and with the court's input, counsel agreed on terms that would result in a practical resolution of the issues with respect to the "Missing Vehicles" (as defined in the order).

- [2] Counsel have now provided me with a draft of a consent order that incorporates those terms. The order is acceptable to me and I have signed it. Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.
- [3] Paragraph 3 of the order states “if the Respondents fail to comply with paragraph 2 of this Order, the hearing of the motion, will proceed on May 20, 2025, subject to the availability of the Court, which shall be preemptory on the Respondents. The parties shall advise the Court if the hearing date is no longer required.”
- [4] Accordingly, if this matter does not resolve in accordance with the terms of the consent order, the motion will resume before me on **May 20, 2025 at 10 a.m. (in person, half day, confirmed with the Commercial List office).**

A handwritten signature in blue ink, appearing to read "Conway J.", is located below the text of the fourth paragraph.

APPENDIX L

AUCTION SERVICES AGREEMENT

DATED May __, 2025

BETWEEN:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD., having its head office at 9500 Glenlyon Parkway, in the city of Burnaby, in the province of British Columbia, V5J 0C6
Web Site: www.rbauction.com

(the “**Auctioneer**”)

OF THE FIRST PART

AND:

BDO Canada Limited (“**BDO**”), solely in its capacity as Receiver and Manager (in such capacity, the “**Receiver**”) over the assets, undertakings and properties of 8438048 Canada Inc. (o/a AMG Global) (the “**Debtor**”) having a place of business at 20 Wellington Street East, in the City of Toronto, in the Province of Ontario.

Telephone No. 416-369-6031
E-Mail Address jparisi@bdo.ca

(the “**Receiver**” and together with the Auctioneer, the “**Parties**”)

OF THE SECOND PART

WHEREAS pursuant to the Order of the Honourable Justice Black of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 4, 2024, as amended by the Order of the Honourable Justice Black made on January 16, 2025 (the “**Receivership Order**”), BDO was appointed as the Receiver, without security, of all the assets, undertakings, and properties of the Debtor, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) (such proceedings, the “**Receivership Proceedings**”);

AND WHEREAS the Debtor has been assigned into bankruptcy and BDO was appointed as licensed insolvency trustee of the Debtor’s estate (in such capacity, the “**Trustee**”);

AND WHEREAS the Receiver has brought a motion in the Receivership Proceedings seeking an Auction Sale Approval and Lien Discharge Order appointing the Auctioneer as agent for the Receiver to sell the Property pursuant to the terms and conditions of this Agreement;

AND WHEREAS, the Receiver and the Auctioneer have agreed to enter into this Agreement respecting the sale by the Auctioneer on behalf of the Receiver of the equipment leased or purchased by the Debtor, including the equipment described on Schedule “A” attached hereto (the “**Equipment**”), which schedule may be amended from time to time, in accordance with the

Initials _____

Auction Sale Approval and Lien Discharge Order (defined below) and on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. APPOINTMENT OF AUCTIONEER

1.01 Agent – The Receiver hereby appoints the Auctioneer, and the Auctioneer hereby agrees to serve as the Receiver’s exclusive agent and mandatary for the limited purpose of conducting the Auction (as defined below) in accordance with the terms and conditions of this Agreement. The Auctioneer hereby acknowledges that it will not hold itself out as agent of the Receiver except as specifically provided for in this Agreement and that the Auctioneer’s authority as agent for the Receiver is limited to the powers specifically provided for in the Agreement

1.02 Conduct of the Auction - The Auctioneer shall, as Agent of the Receiver, offer the Equipment for sale at an unreserved public auction on or about the May 21, 2025 at the City of Orangeville (Amaranth) in the Province of Ontario, and on such other dates as the Receiver and the Auctioneer may agree (the “**Auction**”).

1.03 Internet Bidding and Timed Auction Lot System – The Auctioneer may in its sole discretion offer certain lots for sale, in conjunction with the Auction, to registered bidders using its proprietary online bidding service or using its silent “timed auction lot” system. The Auctioneer shall use its best effort to ensure that such technologies and systems are available at all auctions for which they have been advertised, however at any given sale:

- (a) only those lots which the Auctioneer deems appropriate shall be offered using such technologies and systems, and
- (b) certain circumstances concerning the Internet and the technology in use are beyond the Auctioneer’s control, and such systems may not be available at any given time or auction.

The Receiver agrees that the Auctioneer shall be held harmless from any and all claims, demands, suits, actions, causes of action, damages, costs or charges arising from the Auctioneer’s decision whether or not to use such technologies or systems or its failure to offer such systems at any time.

1.04 Prohibition of Pre-Sale – Neither the Auctioneer nor the Receiver shall sell or offer for sale any part of the Equipment prior to the Auction without the written permission of the other.

1.05 Use of Equipment – The Receiver authorizes the Auctioneer to operate the Equipment for purpose of setting up and demonstrating it at the Auction.

1.06 Lots – The Auctioneer shall divide the Equipment into such lots as it may in its absolute discretion deem desirable for sale at the auction. The Auctioneer shall not be liable for any loss or damages claimed in respect of the manner in which the Equipment is divided into lots nor in respect of any failure to divide the Equipment into lots.

1.07 Other – The Auctioneer shall:

- (a) comply with all legislation, regulations, or requirements of any authority of competent jurisdiction relating to the sale of the Equipment; and
- (b) be responsible for the payment of any tax or duty whatsoever that may legally be construed as being the responsibility of the Receiver from the proceeds of sale.

SECTION 2. PAYMENT AND CLOSING OF SALES

2.01 Payment – The Auctioneer shall pay to the Receiver, within twenty-one (21) calendar days after the Auction, the amount due and owing to the Receiver from monies collected from the sale of the Equipment after making all deductions permitted under this Agreement (collectively, the “**Receiver’s Payment**”).

2.02 Commission – [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.03 Collection of Proceeds – The Auctioneer shall collect the full proceeds from the sale of the Equipment and the Receiver assigns to the Auctioneer:

- (a) the amount required to discharge and satisfy all federal and provincial sales taxes on the sale of the Equipment; and
- (b) all amounts payable to the Auctioneer hereunder, including commission, which shall be repayable at the time of the sale.

For greater certainty, the Auctioneer shall be solely responsible for collecting any applicable federal and provincial sales tax exigible in connection with the sale of the Equipment (the “**Taxes**”) and shall remit all such Taxes to the proper governmental authorities when due. The Auctioneer shall indemnify and save harmless the Receiver from and against any and all sales tax, penalties, costs and/or interest (including but not limited to legal fees on a full indemnity basis) which may become payable by or assessed against the Receiver under the applicable laws in connection with the purchase and sale of the Equipment pursuant to this Agreement. Within sixty (60) days of each Auction, the

Auctioneer shall provide the Receiver in writing with confirmation that all Taxes have been paid.

2.04 Record and Reporting – The Auctioneer shall:

- (a) allow the Receiver access to records concerning the sale of the Equipment at the Auction;
- (b) within ten (10) days from the conclusion of an Auction, deliver a preliminary accounting to the Receiver outlining expected net proceeds from each Auction;
- (c) supervise the preparation and organization of the Auction;
- (d) provide auctioneers and accountants required for an Auction of this type;
- (e) provide listing catalogs of the lots offered for sale to potential buyers at the Auction;
- (f) use its best efforts to maximize the proceeds of sale from the Equipment and the amount payable to the Receiver; and
- (g) collect and remit Federal and Provincial sales tax arising upon the sale of the Equipment at the auction.

2.05 Uncollected Proceeds – The Auctioneer may, as it deems necessary, re-auction any part of the Equipment not sold or paid for at the Auction and the Receiver acknowledges that no monies shall be payable by the Auctioneer to the Receiver for any part of the Equipment until it has been paid for in full by the purchaser thereof.

2.06 Transaction Fee – The Auctioneer may charge purchasers a transaction fee based on the selling price of the Equipment, which shall be added to the sale price of the Equipment and charged separately to purchasers.

SECTION 3. REPRESENTATIONS AND WARRANTIES

3.01 The Receiver's Representations and Warranties – The Receiver represents and warrants that:

- (a) Capacity and Due Authorization: Subject to the Court issuing the Auction Sale Approval and Lien Discharge Order, the Receiver and its signatories are duly authorized to enter into this Agreement.
- (b) Auction Sale Approval and Lien Discharge Order: Before the date of the first Auction scheduled for May 21, 2025, the Receiver shall obtain an order of the Court, among other things: (i) authorizing it to enter into this Agreement; and (ii) upon delivery by the Auctioneer to the ultimate purchaser of a bill of sale or similar evidence of purchase and sale (the “**Bill of Sale**”) for all or some of the Equipment, vesting all of the Debtor’s rights, title and interest in and to the purchased assets

described in the Bill of Sale in the purchaser free and clear of and from any and all security interests (the “**Auction Sale Approval and Lien Discharge Order**”).

- (c) Condition of Equipment: To the best of the Receiver’s knowledge, the description of the Equipment is accurately set forth on Schedule “A” attached, and in the case of all motor vehicle Equipment, such Equipment has never been re-built, salvaged or glidered except as disclosed to the Auctioneer. For greater certainty, the Receiver makes no representation or warranty as to the operating condition of the Equipment or the mileage or usage of the Equipment.
- (d) Advertising: The offering for sale, advertising or selling of the Equipment will not contravene or infringe upon any patent, copyright, trademark, agreement or similar right of any third party.

3.02 The Auctioneer’s Representations and Warranties – The Auctioneer represents and warrants that:

- (a) Corporate Existence: The Auctioneer is a corporation incorporated and existing under the laws of the Province of British Columbia.
- (b) Capacity and Due Authorization: The Auctioneer has the necessary capacity to enter into this Agreement and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement. The execution, delivery and performance by the Auctioneer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Auctioneer.
- (c) Brokers: Unless as expressly set out in this Agreement, no agent, broker, person or firm acting on behalf of the Auctioneer is, or will be, entitled to any commission or brokers’ or finders’ fees from the Auctioneer or from any affiliate of the Auctioneer, in connection with this Agreement or the transaction contemplated hereby.

3.03 Conditions of Equipment – Except as set forth in section 3.01(c) of this Agreement, the Auctioneer acknowledges and agrees that it has entered into this Agreement on the basis that the Receiver has not guaranteed and will not guarantee title to or marketability, use or quality of the Equipment. The Auctioneer acknowledges that the Receiver is delivering the Equipment on an “as is, where is” basis as they will exist on the date of delivery. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Equipment, or the right to sell, assign, convey or transfer same, save and except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale*

of Goods Act, R.S.O. 1990, c. S.1, *Consumer Protection Act (Ontario)*, or similar legislation do not apply hereto and/or have been waived by the Auctioneer.

SECTION 4. RECEIVER'S OBLIGATIONS AND RESPONSIBILITIES

- 4.01 Risk of Loss, Insurance** – The Receiver shall maintain customary insurance and shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of the negligence of the Auctioneer, its agents or employees, until the earliest of:
- (a) the removal of the Equipment from the auction site by the purchaser; or
 - (b) receipt by the Receiver of all proceeds from the sale of the Equipment.
- 4.02 Refurbishing** – The Receiver shall reimburse the Auctioneer for the following costs, which shall require the pre-approval of the Receiver for any costs exceeding \$250:
- (a) welding, sandblasting, painting, cleaning, and refurbishing (the “**Refurbishing**”) of any part of the Equipment, and reimburse the Auctioneer for these costs plus ten percent (10%) of such costs, except with the express prior written authorization of the Receiver, and
 - (b) cost of fuel and batteries as the Auctioneer deems necessary for demonstration and sale of the Equipment.
- 4.03 Power of Attorney** – The Receiver hereby assigns Power of Attorney to the Auctioneer for the limited purpose of executing on the Receiver’s behalf, all documents required to transfer title to, and permit registration or ownership of, any part of the Equipment by the purchaser thereof.
- 4.04 No Buybacks, Unreserved Auction Sale** – The Receiver shall not bid, directly or indirectly, nor allow any other person to bid on the Receiver’s behalf or for the Receiver’s benefit, by agency or otherwise, on the Equipment or any part thereof at the Auction. The Receiver further acknowledges that the Auction is unreserved and the Auctioneer shall have no obligation or duty to withdraw the Equipment or any part thereof from the Auction or to cancel the Auction. The Equipment shall be sold to the highest bidder on the date of the Auction.
- 4.05 Unsold Equipment** – The Receiver and the Auctioneer agree that any unsold Equipment shall: (i) at the Receiver’s request, be included in the next Auction to be conducted by the Auctioneer; or (ii) be repossessed by the Receiver at no further cost to it, other than any

costs previously approved by the Receiver in writing with respect to such unsold Equipment.

4.06 No Guarantee – The Receiver acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment at the Auction.

4.07 Searching and Title Documents – The Receiver:

- (a) authorizes the Auctioneer to conduct whatever title searches are deemed necessary by the Auctioneer, however in no case shall the Auctioneer have a duty to conduct such searches, nor be responsible for the result thereof;
- (b) shall pay a lien search fee of \$70 per unit of Equipment; and
- (c) shall pay a document administration fee of \$115 per unit for each item of Equipment requiring title or registration documents.

SECTION 5. TERMINATION

5.01 Termination by Mutual Consent – This Agreement may be terminated at any time by mutual written consent of the Receiver and the Auctioneer.

5.02 Termination by the Receiver

- (a) If the Auctioneer fails to comply with any of the provisions of this Agreement in any material respect, the Receiver shall be entitled at its option to terminate this Agreement, but only if the Receiver provides the Auctioneer with three (3) days to remedy such failure and the Auctioneer has not done so. In such event, any of the Equipment not sold may, at the Receiver’s option, be sold or resold by the Receiver in such manner and on such terms and conditions as the Receiver, in its sole discretion, determines.
- (b) If the Auction Sale Approval and Lien Discharge Order has not been granted by May 21, 2025, the Receiver may elect to terminate this Agreement without penalty if the Receiver and the Auctioneer do not agree to an extension of time to obtain the Auction Sale Approval and Lien Discharge Order.

5.03 Termination by Auctioneer

- (a) If the Receiver fails to comply with any of its material obligations under this Agreement, the Auctioneer shall be entitled at its option to terminate this Agreement, but only if the Auctioneer provides the Receiver with three (3) days to remedy such failure and the Receiver has not done so.
- (b) If the Auction Sale Approval and Lien Discharge Order has not been granted by May 21, 2025, the Receiver may elect to terminate this Agreement without penalty if the Receiver and the Auctioneer do not agree to an extension of time to obtain the Auction Sale Approval and Lien Discharge Order.

SECTION 6. MUTUAL AGREEMENTS

6.01 Entire Agreement – This Agreement:

- (a) constitutes the entire agreement between the Parties and supersedes and takes the place of all prior agreements, understandings, representations or warranties;
- (b) may not be amended except in writing. For greater certainty, there are no understandings, agreements, promises, terms, conditions, or warranties expressed or implied, whether orally or by law, statute or trade usage, other than as specifically stated herein; and
- (c) shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

6.02 Timeliness – Time is of the essence of this Agreement.

6.03 Payment of Funds by Auctioneer – All funds due and owing to the Receiver hereunder shall be paid by way of certified cheque, money order or wire payable to the order of BDO Canada Limited, in Trust.

6.04 Waiver – A waiver by either party of any breach of any of the provisions herein shall be limited to such particular instance and shall not operate as a waiver of, or be deemed to waive, any other or future breaches of the same or any other provisions hereof.

6.05 Indemnity – The Auctioneer shall and hereby agrees to defend, indemnify, and hold harmless the Receiver and any of its representatives from and against any and all claims for damages, losses or injury resulting from a breach of its obligations under this Agreement and for damages, losses or injury caused to property or persons due to the negligence or misconduct of the Auctioneer.

6.06 Force Majeure – Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage property, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities or electronic failures and internet service provider disruptions.

6.07 Jurisdiction – This Agreement is subject to, and any dispute arising hereof, will be determined by a Judge of the Ontario Superior Court of Justice sitting on the Commercial List in Toronto, and under the laws of the Province of Ontario.

6.08 Assignment – The Auctioneer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Receiver.

- 6.09 **Amendment and Modification** – This Agreement may only be amended or modified in writing stating specifically that it amends this Agreement and is signed by an authorized representative of each of the Receiver and the Auctioneer.
- 6.10 **Notice** – Any notice given hereunder shall be delivered by prepaid registered mail to the Parties hereto at the address set out on page 1, with any notice to the Auctioneer sent to the attention of Legal Affairs at legal@ritchiebros.com.
- 6.11 **Headings** – All headings in this Agreement are for reference purposes only and this Agreement shall be interpreted without reference to such headings.
- 6.12 **Severability** – If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.
- 6.13 **Execution by Electronic Transmission and Counterparts** – The signature of any of the Parties hereto may be evidenced by fax, scanned email or other electronic transmission bearing such signature and may be signed in one or more counterparts, each of which when taken together shall be deemed to constitute an original and form part of the same document, and, upon acceptance by the Receiver and the Auctioneer, be effective and binding on both Parties.
- 6.14 **Privacy** – Information provided in this Agreement will be retained by the Auctioneer in accordance with its formal Privacy Statement, provided on the Auctioneer’s website at www.rbauction.com.
- 6.15 **Confidentiality** – The Receiver and the Auctioneer shall keep confidential all information and documents pertaining to the financial terms contained herein except for such information required to be disclosed by applicable law, court order, or as may be disclosed by the Receiver in the course of the Receivership proceedings, if applicable, including by filing a copy of this agreement (with any redactions required by the Auctioneer) in any report the Receiver files with the Court.
- 6.16 **Further Assurances** – The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.
- 6.17 **Capacity** – BDO is acting solely in its capacity as the Court-appointed Receiver of the Debtor pursuant to the Receivership Order and not in its personal or corporate capacity, and the Receiver has no liability in connection with this Agreement or any sale of the Equipment whatsoever, in its personal or corporate capacity or otherwise.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

Initials _____

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS RECEIVER OVER THE ASSETS, UNDERTAKING AND PROPERTIES OF 8438048 CANADA INC. (O/A AMG GLOBAL) AND NOT IN ITS PERSONAL CAPACITY

Per: _____
(Signature)

Josie Parisi – Partner and Senior Vice-President
(Print Name of person signing)

Cust. #:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Per: _____
(Signature)

Eva Smoluch

Initials _____

Attached to and forming part of
AUCTION SERVICES AGREEMENT

LIENHOLDER INFORMATION

OWNER NAME: _____

SALE SITE: _____ SALE DATE: _____

Sch A #	Lienholder	Contact Person	Phone # & Fax #	Amount

To Whom It May Concern:

The undersigned party hereby authorizes RITCHIE BROS. AUCTIONEERS (CANADA) LTD. (the "Auctioneer") to conduct searches and contact creditors as required for the disclosure of liens, charges and encumbrances and to determine amounts claimed against the equipment (the "Equipment") described on the attached Schedule "A". The undersigned further consents to the release to the Auctioneer of any and all information pertaining to any such lien, charge or other encumbrance or security interest claimed in any assets of the undersigned.

Dated this _____ day of _____, 20____

Name of Receiver

Signature

Name of Signatory (if different from Receiver)

Position

OWNER CODE: _____

Initials _____

APPENDIX M



WITHOUT PREJUDICE

Vansh Goyal

AGL Law Professional Corporation
Unit 5, 7003 Steeles Avenue West
Etobicoke, ON M9W 0A2
email: vansh.goyal@agllaw.ca
Tel: 647.794.5000 Ext. 1002

April 10th, 2025

VIA EMAIL: toroto_csms@rbauktion.com

Legal Department

Ritchie Bros. Auctioneers (Canada) Ltd.
9500 Glenlyon Parkway
Burnaby, BC V5J 0C6

Re: Legal Notice and Demand – Unauthorized Auction of BJS Transport Inc. Property

Dear Sir/Madam,

We are retained by BJS Transport Inc. in relation to the sale of certain trailers currently listed for auction by your company. Our client has advised us that some of the trailers being auctioned are the lawful property of BJS Transport Inc.

Specifically, the trailers in question include the following:

Serial Number (VIN)	Ritchie Bros. ID
1. 3H3V532K2NJ304074	12773036
2. 3H3V532KXNJ304078	12773042
3. 3H3V532KINJ304079	12773034
4. 3H3V532KXNJ304081	13183795



- | | |
|----------------------|----------|
| 5. 3H3V532KINJ304082 | 12773035 |
| 6. 3H3V532K3NJ304083 | 12773041 |
| 7. 3H3V532C5MT400017 | 12773031 |
| 8. 1UYVS3532P6804202 | 13209825 |
| 9. 527SR5328PL146902 | 13183793 |

Please note that trailers numbered 1 through 7 above were leased by BJS Transport Inc. from Breadner Trailers Inc., and the last two trailers (numbers 8 and 9) were leased by BJS Transport Inc. from Daimler Trucks Canada Ltd. Documents verifying these lease arrangements can be made available upon request.

We request that you immediately confirm under what authority or legal basis these trailers are being sold, and provide all documentation or agreements relied upon to justify their inclusion in your auction inventory.

Please be advised that we are in the process of reviewing all legal options available to our client, including but not limited to injunctive relief, recovery of property, and a claim for damages where appropriate. In the meantime, we request that any auction of the above-listed trailers be halted until ownership is resolved.

Unless you cease the auction of these trailers without delay, you and/or your company may be held personally liable for the unlawful auction of property not owned by the seller.

Govern yourselves accordingly.

Best Regards,

Vansh Goyal

Vansh Goyal

For Counsel:

Guramrit Singh Lamba

Barrister & Solicitor

AGL Law Professional Corporation

APPENDIX N



WITHOUT PREJUDICE

Vansh Goyal

AGL Law Professional Corporation
Unit 5, 7003 Steeles Avenue West
Etobicoke, ON M9W 0A2
email: vansh.goyal@agllaw.ca
Tel: 647.794.5000 Ext. 1002

April 11th, 2025

VIA EMAIL: esmoluch@ritchiebros.com

Eva Smoluch

Ritchie Bros. Auctioneers (Canada) Ltd.
9500 Glenlyon Parkway
Burnaby, BC V5J 0C6

Re: BJS Transport Inc. Trailers – Follow-Up on Unauthorized Auction Listings

Dear Ms. Smoluch,

Please be advised that the trailer bearing VIN ending in 304081 is not an asset of 8438048 Canada Inc. (operating as AMG Global), but is lawfully leased by BJS Transport Inc., pursuant to a valid lease agreement with Breadner Trailers Inc.

Accordingly, any seizure or attempted sale of this trailer at the instruction of BDO Canada Limited, acting on behalf of 8438048 Canada Inc. (o/a AMG Global), is unauthorized, unlawful, and constitutes wrongful interference with BJS Transport Inc.'s legal rights. Continued possession or auction of this unit may give rise to legal liability.

Further to your note, please find below the full schedule of trailers in question, along with their corresponding Ritchie Bros. IDs:



#	VIN	Ritchie Bros. ID
1.	3H3V532K2NJ304074	12773036
2.	3H3V532KXNJ304078	12773042
3.	3H3V532KINJ304079	12773034
4.	3H3V532KINJ304082	12773035
5.	3H3V532K3NJ304083	12773041
6.	3H3V532C5MT400017	12773031
7.	1UYVS3532P6804202	13209825
8.	527SR5328PL146902	13183793

All of the above trailers were listed for auction by Ritchie Bros. Auctioneers. We have retained documentation confirming that these units appeared in your auction inventory. Following our letter dated April 10th, 2025, we note that they have since been removed from your online platform.

We reiterate our request that any further proceedings relating to these trailers be halted, and that any assets still in your possession be returned to BJS Transport Inc. without delay.

Please be advised that we are actively considering all legal remedies available to our client, including injunctive relief, recovery proceedings, and claims for damages.

We trust you will govern yourselves accordingly.

Regards,

Vansh Goyal

Vansh Goyal

For Case Manager:

Sanjiv Dhawan

AGL Law Professional Corporation

APPENDIX O

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Canada

T +1 416 366 8381
+1 800 268 8424
F +1 416 364 7813
fasken.com

April 15, 2025

Dylan Chochla
Direct +1 416 868 3425
Facsimile +1 416 364 7813
dchochla@fasken.com

By email (vansh.goyal@agllaw.ca)

AGL Law Professional Corporation
Unit 5, 7003 Steeles Avenue West
Etobicoke, ON M9W 0A2

Attention: Vansh Goyal

Dear Mr. Goyal

**Re: Receivership of 8438048 Canada Inc o/a AMG Global and GFS Logistics (“AMG”) -
Court File Number CV-24-00729834-00CL**

We are legal counsel to BDO Canada Limited (“**BDO**”) in its capacity as Court-appointed Receiver and Manager (in such capacity, the “**Receiver**”) of AMG. The Receiver was appointed pursuant to the Receivership Order of Justice Black dated December 4, 2024, as amended by the Amended and Restated Receivership Order of Justice Black dated January 16, 2025 (the “**A&R Receivership Order**”). A copy of the A&R Receivership Order is enclosed for your reference.

AMG has also been assigned into bankruptcy, and BDO acts as the trustee in bankruptcy of AMG’s estate (in such capacity, the “**Trustee**”). A copy of the Notice of Bankruptcy is enclosed for your reference.

We write further to your letters to Ritchie Bros. Auctioneers (“**Ritchie Bros.**”) dated April 10 and April 11, 2025 (the “**Ritchie Bros. Letters**”), in which you indicate that your client, B.J.S. Transport Ltd. (“**B.J.S. Transport**”) is asserting an interest in certain trailers (the “**Trailers**”) that are in the possession of and have been listed for auction by Ritchie Bros.

It is the Receiver’s understanding that Ritchie Bros. is only in possession of the trailer bearing Vehicle Identification Number (“**VIN**”) 3H3V532KXNJ304081. The Receiver’s bailiff seized this trailer at 6950 Kenderry Gate, Mississauga, Ontario, which the Receiver understands was being leased by AMG. The Receiver further understands that B.J.S. Transport may also have operations on those premises.

The Trailers that you refer to in your letter are subject to registered security interests under the *Personal Property Security Act* (Ontario) (“PPSA”) against AMG. Set out below is a table identifying the third parties who have registered security interests in the Trailers against AMG:

	VIN	Registered security interest against AMG
1.	3H3V532K2NJ304074	Canadian Western Bank (“CWB”)
2.	3H3V532KXNJ304078	CWB
3.	3H3V532K1NJ304079	CWB
4.	3H3V532KXNJ304081	CWB
5.	3H3V532K1NJ304082	CWB
6.	3H3V532K3NJ304083	CWB
7.	3H3V532C5MT400017	R&S Trailer Leasing Limited (o/a Breadner Trailers) (“Breadner”)
8.	1UYVS3532P6804202	Daimler Truck Financial Services Canada Corporation
9.	527SR5328PL146902	CWB

We note that there appears to be an error in description of the above-noted VINs at lines 3 and 5 in the Ritchie Bros. Letters.¹ We have reproduced what we understand to be the correct VINs in the above table.

Any transfer or lease of those Trailers to B.J.S. Transport was made without having obtained a discharge of these registrations, and your client’s interest in the Trailers, if any, is subject to the prior ranking interests registered under the PPSA.

The Receiver has engaged in extensive efforts to recover the property of AMG, which includes vehicles that were acquired by AMG with funding provided by CWB and other vehicle financiers.

The Receiver intends to bring a motion for an Approval and Vesting Order (the “**Sale Approval Motion**”), at the earliest available opportunity, that would authorize the Receiver to sell the property of AMG that it has recovered, including vehicles with VINs with security registrations against AMG under the PPSA. Such sales would be subject to confirming the interests of financiers in their collateral and the rights of any third parties to assert claims with respect to the priority of and entitlement to the proceeds from such sales. To the extent your client claims any proprietary interest in the Trailers, it is free to assert those claims at the Sale Approval Motion.

We demand that you provide copies of all documents related to B.J.S. Transport’s lease arrangements for the Trailers by no later than **April 18, 2025**.

The Receiver is also aware of the significant connections between the business and operations of AMG and B.J.S. Transport. On March 11, 2025, the Receiver obtained an Examination and

¹ The Ritchie Bros. Letters refer to VIN 3H3V532K1NJ304079 and VIN 3H3V532K1NJ304082. The PPSA registrations against B.J.S. Transport disclose security interests registered by Breadner against, among other motor vehicles, VIN 3H3V532K1NJ304079 and VIN 3H3V532K1NJ304082.

Production Order that, among other things, permits the Receiver to examine under oath Jasvir Kaur Shoker. A copy of the Examination and Production Order is enclosed for your reference. We understand that Ms. Shoker is an Officer of B.J.S. Transport, was previously a Director of B.J.S. Transport, and is the spouse of Narinder Shoker, from whom he is now separated. The Receiver intends on examining Ms. Shoker and we will be writing separately to Ms. Shoker to canvas her availability for an examination in April. We will copy you on our letter to Ms. Shoker.

We trust that you and your client will give this your immediate attention.

Sincerely,

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to read "Dylan Chochla". The signature is fluid and cursive, with the first name "Dylan" and last name "Chochla" clearly distinguishable.

Dylan Chochla

DC/jlc

cc. Jennifer L. Caruso (jcaruso@fasken.com)
Josie Parisi, BDO Canada Limited (jparisi@bdo.ca)
Gary Cerrato, BDO Canada Limited (gcerrato@bdo.ca)

Guramrit Singh Lamba, AGL Law Professional Corporation (glamba@agllaw.ca)

Encl.



Court File No. CV-24-00729834-00CL

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

THE HONOURABLE) THURSDAY, THE 16TH DAY
)
JUSTICE W.D. BLACK) OF JANUARY, 2025
)

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**AMENDED AND RESTATED ORDER
(Amending and Restating Order (Appointing Receiver) dated December 4, 2024)**

THIS APPLICATION made by Canadian Western Bank (the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 8438048 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the "**Property**"), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Jay Hamblin sworn November 14, 2024 and the Exhibits thereto, the Supplementary Affidavit of Jay Hamblin sworn November 28, 2024 and the Exhibits thereto, and the Aide Memoire of the Receiver dated January 14, 2025 and on hearing the submissions of counsel for the Receiver, and such other counsel and parties listed on the Participant Information Form, no one else appearing, although duly served as appears from the affidavits of service of Alec Hoy sworn November 22, 2024 and November 29, 2024, and on reading the consent of BDO to act as the Receiver and the consents of the Applicant and the Debtor dated January 14, 2025,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and the method of service validated so that this application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that references in this Order to the “date of this Order” or similar phrases refer to the date the Order (Appointing Receiver) of this Court was originally granted in these proceedings, being December 4, 2024.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of the Property.

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreement (including any amendment and modification thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons from time to time (each, a "**Professional Advisor**") and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion, and with the Applicant's consent, may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

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- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to consult with the Applicant on all matters relating to the Property and the receivership from time to time and to provide such information to the Applicant as may be reasonably requested;
- (o) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at their standard rates and charges;

- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) to examine under oath Narinder Shoker and any other person reasonably thought to have knowledge of the affairs of the Debtor or any person who is or has been an agent, an officer, a director, a shareholder and/or an employee of the Debtor, respecting the Debtor or the Debtor's dealings or property, with all of procedures for examination and the rights and powers afforded to a trustee under section 163 of the BIA;
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, and all other persons acting on its instructions or behalf, (iii) 14713737 Canada Inc., and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons, including, for greater certainty, any corporation or entity that licenses to the Borrower the use of fleet-management software, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records and any other papers, records and information and cloud-based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent

service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

8. **THIS COURT ORDERS** that, upon receiving a request by the Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada are hereby directed to provide the Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

9. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

10. **THIS COURT ORDERS** that any person referred to in paragraph 4(t) hereof who fails to present themselves for examination or to produce on their examination any book, document, paper or electronic file relating to the matters referred to in paragraph 4(t) hereof in accordance with a notice of examination issued to them by the Receiver may be compelled by further order of this Court to attend and testify, and to produce on their examination any such book, document, paper or electronic file.

NO PROCEEDINGS AGAINST THE RECEIVER

11. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

12. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract”

as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

14. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

16. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

17. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

18. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

23. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “A”** hereto (the “**Receiver’s Certificate**”) for any amount borrowed by it pursuant to this Order.

27. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

28. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/8438048-canada-inc.>

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

30. **THIS COURT ORDERS** that the Receiver and its counsel are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these

proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtor, the Debtor's creditors or other interested parties and their advisors.

GENERAL

31. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

33. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

35. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security

or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

37. **THIS COURT ORDERS** that this Order and all of its provisions are effective and are enforceable without the need for entry and filing.

A handwritten signature in blue ink is positioned above a solid horizontal line. The signature is cursive and appears to read 'M. Black'. The line extends across the width of the signature.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties, including real property, of 8438048 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated _____, 2024 made in an application having Court file number CV-24-00729834-00CL (the "**Order**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2024.

**BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per: _____

Name:

Title:

Canadian Western Bank

Applicant

and

8438048 Canada Inc.

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AMENDED AND RESTATED ORDER
(Amending and Restating Order (Appointing Receiver) dated
December 4, 2024)

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

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Tel. 416 868 3425

Jennifer L. Caruso (LSO: 79321K)

jcaruso@fasken.com
Tel. 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

Take notice that:

1. 8438048 Canada Inc. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against 8438048 Canada Inc.) on the 19th day of March 2025 and the undersigned, BDO Canada Limited / BDO Canada Limitée, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 9th day of April 2025 at 11:00 AM at Conference Call or 1-833-215-3238 Conference ID #724 507 984.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 19th day of March 2025.

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency
Trustee



20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

District of: Ontario
 Division No. 09 - Mississauga
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Corporate Bankruptcy)
 (Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
 8438048 Canada Inc.
 of the City of Mississauga, in the Province of Ontario

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the data of the bankruptcy, on the 19th day of March 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the bankrupt is a corporation, or by yourself, in other cases.

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Negative market conditions; | <input type="checkbox"/> Foreign Exchange Fluctuations; | <input type="checkbox"/> Economic Downturn; | <input type="checkbox"/> Poor Financial Performance; | <input type="checkbox"/> Legal Matters (Provide details); |
| <input type="checkbox"/> Lack of Working Capital/Funding; | <input type="checkbox"/> Competition; | <input type="checkbox"/> Legislated or Regulatory Restrictions; | <input type="checkbox"/> Natural Disaster; | <input type="checkbox"/> Increased Cost of Doing Business; |
| <input type="checkbox"/> Overhead Increasing; | <input type="checkbox"/> Faulty Infrastructure or Business Model; | <input type="checkbox"/> Unsuccessful Marketing Initiatives; | <input type="checkbox"/> Personal Issues; | <input type="checkbox"/> Poor Management; |
| <input type="checkbox"/> Faulty Accounting; | <input type="checkbox"/> Tax Liabilities; | <input type="checkbox"/> Labour; | <input checked="" type="checkbox"/> Other (Please specify). | |

Provide relevant details:

[Other] Financial Mismanagement

ASSETS <small>(totals from the list of assets as stated and estimated by bankrupt/debtor)</small>	LIABILITIES <small>(totals from the list of liabilities as stated and estimated by bankrupt/debtor)</small>
1. Cash on hand 0.00	1. Secured creditors 8,046,957.00
2. Deposits in financial institutions 0.00	2. Preferred creditors, securities, and priorities 0.00
3. Accounts receivable and other receivables	3. Unsecured creditors 7,034,186.77
Total amount 10,610.00	4. Contingent, trust claims or other liabilities estimated to be provable for 0.00
Estimated realizable value 10,610.00 10,610.00	Total liabilities 15,081,143.77
4. Inventory 0.00	Surplus 7,034,186.77
5. Trade fixtures, etc. 0.00	
6. Livestock 0.00	
7. Machinery and equipment 0.00	
8. Real property or immovables 0.00	
9. Furniture 0.00	
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.) 0.00	
11. Vehicles 0.00	
12. Securities (shares, bonds, debentures, etc.) 0.00	
13. Other property 8,036,347.00	
Total of lines 1 to 13 8,046,957.00	
If bankrupt is a corporation, add:	
Amount of subscribed capital 0.00	
Amount paid on capital 0.00	
Balance subscribed and unpaid 0.00	
Estimated to produce 0.00 0.00	
Total assets 8,046,957.00	
Deficiency -7,034,186.77	
Total value of assets located outside Canada included in lines 1 to 13 0.00	

List of Assets

Arrange by Nature of asset and number consecutively

No	Nature of asset ¹	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification)
501	Other personal property	n/a	<input type="checkbox"/>	Other - Various Trucks and Trailers	100.00	6,481,533.00	6,481,533.00	0.00	<input type="checkbox"/>
502	Other personal property	n/a	<input type="checkbox"/>	Other - Loan Receivable	100.00	1,554,814.00	1,554,814.00	0.00	<input type="checkbox"/>
1301	Accounts receivable	500 - 20 Wellington St. E., Toronto, ON, M5E 1C5	<input type="checkbox"/>	Debts Due - Business - Accounts Receivable	100.00	10,610.00	10,610.00	0.00	<input type="checkbox"/>
Total						8,046,957.00	8,046,957.00		

¹ Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Livestock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.

~~Harinder Choker~~

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Place-holder values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	ADD Capital Corp. Attn: Mike F.	2 - 500 Cochrane Drive Markham ON L3R 8E2	Other	Other	12-Mar-2025	16,895.12	0.00	0.00	0.00	16,895.12			-16,895.12	<input type="checkbox"/>
2	Big Rig Trailers & Leasing Inc.	100 Whybank Dr. Brampton ON L7A 0N7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
3	Bodkin Leasing Corporation	102 - 1465 North Service Rd E Oakville ON L6H 1A7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
4	BVD Equipment Finance Inc.	8177 Torbram Road Brampton ON L6T 5C5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
5	Canadian Western Bank Attn: Credit Risk Management	300, 606 4 Street SW, Calgary AB T2P 1T1	Other	Other	12-Mar-2025	0.00	6,616,533.94	0.00	0.00	6,616,533.94	1301,501.502		0.00	<input type="checkbox"/>
6	Concentra Bank	333 - 3 Avenue North Regina SK S4P 3G8	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
7	CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	Other	Source Deductions	12-Mar-2025	0.00	109,779.08	0.00	0.00	109,779.08	1301,501.502		0.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

Receiver/Signer

FORM 78 – Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
8	CRA - Tax - Ontario	Shawiniga n-Sud National Verification and Collection Centre 4695 Shawiniga n-Sud Blvd Shawiniga n-Sud QC G9P 5H9	Other	HST		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
9	Dalmer Truck Financial Attn: Collections and Loss Recovery	202 - 2680 Matheson Blvd Mississauga ON L4W 0A5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
10	England Carriers Services	PO Box 27568 Salt Lake City UT 84127 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
11	Equirex Leasing Corp.	101 - 1465 North Service Rd E Oakville ON L6H 1A7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
12	Farm Credit Canada	104 1133 St. George Boulevard Moncton NB E1E 4E1	Other	Other	12-Mar-2025	6,747,893.55	1,320,643.98	0.00	0.00	8,068,537.53	1301,502		-6,747,893.55	<input type="checkbox"/>
13	Flex-Cap Inc.	9 Ruedes Toumols Blainville QC J7C 4Y2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
14	Just Trux	1093 Lorimar Dr. Mississauga ON L5S 1M5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
15	Mercedes-Benz Financial Services Canada Corporation Attn: Customer Service	500 - 2680 Matheson Blvd E Mississauga ON L4W 0A5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

~~Narinder Shoker~~

FORM 78 – Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
16	Meridian OneCap Credit Corp	Suite 1500, 4710 Kingsway Burnaby BC V5H 4M2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
17	Mitsubishi HC Capital Canada Leasing Inc.	301-3390 South Service Road Burlington ON L7N 3J5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
18	Paul Motor Leasing	4009 Rue De Verdun Montreal QC H4G 1L1	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
19	Penske Truck Leasing Canada	Route 10 Green Hills, PO Box 791 Reading PA 19603	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
20	R&S Trailer Leasing Limited	5185 Fountain Street North Breslau ON N0B 1M0	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
21	Riordan Leasing Inc. Attn: Accounts Receivable	1158 King St E Kitchener ON N2G 2N4	Other	Other	12-Mar-2025	89,414.23	0.00	0.00	0.00	89,414.23			-89,414.23	<input type="checkbox"/>
22	TFG Financial Attn: Patrick Jakubowski	500 - 4180 Lougheed Highway Burnaby BC V5C 6A7	Other	Other	12-Mar-2025	179,965.87	0.00	0.00	0.00	179,965.87			-179,965.87	<input type="checkbox"/>
23	Trac Lease Inc. and Affiliated Companies	750 College Road East Princeton NJ 08540 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
24	Vault Credit Corporation	5 - 41 Scarsdale Rd Toronto ON M3B 2R2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Horvath-Shoker

Date

Total	7,034,186.77	8,046,957.00	0.00	0.00	15,081,143.77
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² Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

³ Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

I, Narinder Shoker, of the City of Brampton in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 19th day of March 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the City of Toronto in the Province of Ontario, on this 19th day of March 2025.

Parisi,
Josie

Digitally signed by Parisi, Josie
DN: cn=Parisi, Josie,
email=JP@bdo.ca
Date: 2025.03.19 11:11:56 -
04'00'



Stephanie Burrowes, Commissioner of Oaths
For the Province of Ontario
Expires November 21, 2025

Narinder Shoker

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

Stephanie Anne Burrowes, a Commissioner,
etc., Province of Ontario, for BDO Canada
Limited.

Expires November 21, 2025.

Court No.

File No.

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

Form 78 (8R22)
Statement of affairs (Business bankruptcy)

Trustee: Josie Parisi
License: 3267
Email: jparisi@bdo.ca

BDO Canada Limited / BDO Canada Limitée -
Licensed Insolvency Trustee
20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31

Proof of Claim

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8),
102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(h) of the Act)

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: _____
Facsimile: _____
Email: _____
Contact person name or position: _____
Telephone number for contact person: _____

In the matter of the bankruptcy of 8438048 Canada Inc. of the City of Mississauga in the Province of Ontario and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above named debtor (or that I am _____ (state position or title) of _____, (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 19th day of March 2025, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of bankruptcy.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the ____ day of _____, and that the last payment, if any, on this debt by the debtor to the creditor was made on the ____ day of _____, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the ____ day of _____, as follows:

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

A. Unsecured claim of \$ _____

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:

(Check appropriate description)

Regarding the amount of \$ _____, I do not claim a right to a priority.

District of Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31 --- Continued
In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6F below)
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 01) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 02) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 1) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(n) of the Act.
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

- B. Claim of Lessor for disclaimer of a lease of \$ _____**

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

- C. Secured claim of \$ _____**

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

- D. Claim by Farmer, Fisherman or Aquaculturist of \$ _____**

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts)

- E. Claim by Wage Earner of \$ _____**

- That I make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

- F. Claim by Pension Plan for unpaid amount of \$ _____**

- That I make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I make a claim under subsection 81.6 of the Act in the amount of \$ _____,

- G. Claim against Director of \$ _____**

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim including the calculations upon which the claim is based)

- H. Claim of a Customer of a Bankrupt Securities Firm of \$ _____**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31 --- Concluded
In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at _____, this _____ day of _____.

Signature of creditor or representative

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 36

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to
be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____

Witness

Individual Creditor

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

20 Wellington St E, Suite 500
Toronto ON M5E 1C5

CHECKLIST FOR PROOFS OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and, where required, proxy form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

- ▶ The signature of a witness is required;
- ▶ The claim must be signed personally by the individuals;
- ▶ If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
- ▶ Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

- ▶ Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

- ▶ State the date of bankruptcy, proposal of receivership and the amount of your claim;
- ▶ A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
- ▶ A statement of account is not complete if it begins with an amount brought forward;
- ▶ The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

- ▶ An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
- ▶ A secured creditor must check subparagraph C. You must insert the value at which you assess each of your securities and provide a certified true copy of the security documents as registered.

PARAGRAPH 5

Strike out "are" or "are not" as applicable to you. You would be considered a related person if:

- ▶ You are related to blood or marriage to the debtor;
- ▶ If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

- ▶ Within the 3 months preceding the bankruptcy or proposal, if the creditor and the debtor are not related;
- ▶ Within 12 months preceding the bankruptcy or proposal, if the creditor and debtor are related.

In the case of an individual's bankruptcy only, you may request some or all of the items stated after paragraph 6.

GENERAL PROXY

A creditor may appoint a proxy by completing the proxy form, if the creditor is a corporation, the proxy form must be completed in the corporate name and signature witness.

NOTES

- ▶ Only creditors who have filed claims in the proper manner before the time appointed for the meeting of creditors are entitled to vote;
- ▶ A creditor may vote either in person or by proxy;
- ▶ A debtor may not be appointed a proxy at any meeting of his creditors;
- ▶ The trustee may be appointed as a proxy to for any creditors;
- ▶ A corporation may vote by an authorized agent at the meeting of creditors;
- ▶ In order to have the right to vote, a person must himself be a creditor or be the holder of a property executed proxy showing the name of the creditor;
- ▶ Only creditors who filed claims in the proper form with the trustee are entitled to share in any distribution that may be made.



Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 11TH

JUSTICE PENNY

)

DAY OF MARCH, 2025

)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER
(EXAMINATION AND PRODUCTION ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

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ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 (the “**Receiver’s First Report**”) and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer’s Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

1. **THIS COURT ORDERS** that Narinder Shoker shall:
 - (a) respond in full to the undertakings found at Appendix “CC” of the Receiver’s First Report by no later March 25, 2025. For greater certainty, this includes but is not limited to producing the documents and records set forth in the Notice of Examination dated January 20, 2025;
 - (b) disclose the location of all vehicles and trailers used in the operation of the Debtor’s business;
 - (c) deliver possession of any of the Debtor’s Property to the Receiver, including but not limited to any vehicles or trailers, including any keys and ownership documents for those vehicles or trailers, that were used in the operation of the Debtor’s business; and,

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(d) cease accessing, logging into, manipulating, altering, deleting or attempting to access, log into, manipulate, alter or delete any email accounts, electronic messaging systems and/or electronic database accounts used in connection with or relating to the business of the Debtor or by any officer, director, employee or representative of the Debtor.

2. **THIS COURT ORDERS** that Narinder Shoker and any other director, officer, employee, or representative of the Debtor shall cease operating and/or holding themselves out as the Debtor or operating the business and affairs of the Debtor under any other entity.

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to conduct examinations under oath of Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker. For greater certainty, nothing in this paragraph shall be construed as in any way limiting or altering the authority of the Receiver to conduct examinations under oath in accordance with paragraph 4(t) of the Amended and Restated Receivership Order dated January 16, 2025.

4. **THIS COURT ORDERS** Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker to attend any examination under oath that the Receiver may wish to conduct of any of them within seventy-two (72) hours of the Receiver issuing a notice of examination.

5. **THIS COURT ORDERS** that GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. shall forthwith:

(a) produce all books, records and documents of, or in any way related to or connected with, the Debtor, wherever located, including, without limitation, all financial

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records, bank account statements, accounts receivables listings, customer invoices, supplier invoices and fleet and equipment leases, acquisitions and dispositions;

- (b) produce a list detailing the date, transaction type, relevant vehicle identification number, consideration paid and copies of all relevant documentation, such as invoices, receipts, service records and any other pertinent paperwork of all vehicle purchases, transfers, services, maintenance activities and any other related transactions between the Debtor and GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., that occurred within the eighteen (18) month period preceding the date of this Order;
- (c) disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of the Debtor's business; and,
- (d) deliver possession of any of the Debtor's Property to the Receiver, including but not limited to any vehicles or trailers, including any keys for those vehicles or trailers, that are being used by GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. in the operation of their respective businesses or otherwise in their possession or control.


6. **THIS COURT ORDERS** that, within seven (7) days of the date of this Order, Five Star Insurance Brokers Ltd. and Bhanu Rana produce to the Receiver a copy of the expired insurance policy binder for the insurance policies held by the Debtor.

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7. **THIS COURT ORDERS** that if the Narinder Shoker, Inderjit Walia, Manmeet Kaur Shoker, Jasvir Kaur Shoker, GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., Royal Bhatti Transport Inc., Five Star Insurance Brokers Ltd., and Bhanu Rana fail to comply with this Order, the Receiver may apply to this Court for appropriate sanctions to be imposed against them.

8. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

9. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.



A handwritten signature in blue ink is written over a horizontal black line. The signature is stylized and appears to be 'Raj S.'.

CANADIAN WESTERN BANK

-and-
Applicant

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(EXAMINATION AND PRODUCTION ORDER)

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Lawyers for the Receiver, BDO Canada Limited

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
JUSTICE OSBORNE)

FRIDAY, THE 16TH
DAY OF MAY, 2025

B E T W E E N:

(Court Seal)

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended

ORDER
(Auction Sale Approval and Lien Discharge Order)

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”), (i) approving the auction agreement between Ritchie Bros.

Auctioneers (Canada) Ltd. (the “**Auctioneer**”) and the Receiver (the “**Auction Agreement**”) to permit the Auctioneer to conduct a sale of the Vehicles (as defined below) in accordance with the procedures described herein, (ii) vesting all the right, title and interest of the Debtor in and to those Vehicles to the purchasers as identified in the bills of sale delivered by the Auctioneer, (iii) discharging any applicable Lien Claims (as defined below) in the Vehicles in accordance with the process described herein, and (iv) sealing the Confidential Appendix to the Second Report of the Receiver dated May 7, 2025 (the “**Receiver’s Second Report**”), was heard this day by videoconference,

ON READING the Motion Record of the Receiver dated May 7, 2025, including the Receiver’s Second Report, and on hearing the submissions of the lawyers for the Receiver and such other counsel as were present, no one else appearing for any other person, although properly served as appears from the Lawyer’s Certificate of Service of Jennifer L. Caruso dated [●],

SERVICE

1. **THIS COURT ORDERS** that the time for service of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS THAT** for the purposes of this Order, the following terms not otherwise defined throughout this Order shall have the following meanings:

- (a) **“Business Day”** means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (b) **“Discharge Notice”** means notice from the Receiver to the applicable Lien Claimant confirming that Lien Security has been posted with the Receiver in the Lien Security Trust Account with respect to a specified Lien Claim and that the Lien Claim has been discharged in accordance with the terms of this Order;
- (c) **“Lien Claim”** means any claim for a possessory or non-possessory lien, charge, hypothec or other property right under the Lien Legislation in connection with the Vehicles, including any related registration made under the PPSA legislation;
- (d) **“Lien Claimant”** means any party that has made a Lien Claim against a Vehicle;
- (e) **“Lien Legislation”** means, collectively, the *Repair and Storage Liens Act* (Ontario) and any other similar legislation in Canada or any Province or Territory therein that governs, or has the effect of governing, liens registered against title to Vehicles on the basis of repairs or storage;
- (f) **“Lien Security”** means, in respect of a Lien Claim, an amount equal to the lesser of: (i) 105% of the full amount of the Lien Claim(s), and (ii) the Net Proceeds of the applicable Vehicle, which shall be deposited into the Lien Security Trust Account as security for the full claimed amount of a Lien Claim in accordance with this Order;

- (g) **“Lien Security Trust Account”** means a non-interest bearing trust account maintained by the Receiver for the purpose of holding the Lien Security and the Net Proceeds;
- (h) **“Net Proceeds”** means the net proceeds from the sale of the Vehicles;
- (i) **“Net Proceeds Trust Account”** means a non-interest bearing trust account maintained by the Receiver for the purpose of holding the Net Proceeds;
- (j) **“PPSA Claim”** means any claim, lien, hypothec, security interest or other property right evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), other than a Lien Claim;
- (k) **“PPSA Claimant”** means any party that has made a PPSA Claim against a Vehicle;
and,
- (l) **“Trust Accounts”** means the Lien Security Trust Account and the Net Proceeds Trust Account.

TRUST ACCOUNTS

3. **THIS COURT ORDERS** that the Receiver shall open and maintain the Lien Security Trust Account, which shall be a designated non-interest bearing trust account into which the Lien Security payments contemplated hereunder shall be deposited.

4. **THIS COURT ORDERS** that the Receiver shall open and maintain the Net Proceeds Security Trust Account, which shall be a designated non-interest bearing trust account into which the Net Proceeds payments contemplated hereunder shall be deposited.

APPROVAL AND VESTING

5. **THIS COURT ORDERS** that the Auction Agreement and the transactions contemplated thereby are hereby approved, with such minor amendments as the Receiver and the Auctioneer may deem necessary and agree to in writing. Subject to the provisions of this Order, the Receiver is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Auction Agreement and the transactions contemplated therein.

6. **THIS COURT ORDERS** that subject to the terms of the Auction Agreement, the Auctioneer be and hereby is appointed as agent of the Receiver to dispose of the vehicles which are identified by the vehicle identification numbers (“VIN”) listed on Schedule “A” hereto (the “Vehicles”), which may be supplemented from time to time in accordance with paragraph 7 below.

7. **THIS COURT ORDERS** that upon the Receiver recovering additional vehicle(s) (the “Recovered Vehicle(s)”):

- (a) The Receiver shall, as soon as commercially reasonable after recovering any Recovered Vehicle(s), provide notice in writing to: (i) any PPSA Claimants with a security interest in the applicable Recovered Vehicle(s) (which, for certainty, shall include any PPSA Claimant with a PPSA Claim in all present and after acquired personal property of the Debtor), (ii) any other party who has informed the Receiver

that it is asserting an interest in the applicable Recovered Vehicle(s), and (iii) any registered owner or lessor of the Vehicle(s) (other than the Debtor) (collectively, the “**Interested Party**” or “**Interested Parties**”), that the Receiver is in possession of the Recovered Vehicle(s) (the “**Recovered Vehicle(s) Notice**”). The Recovered Vehicle(s) Notice shall identify any Recovered Vehicle(s) by VIN, and shall be deemed to have been sufficiently given by the Receiver if delivered to the last known email address of the Interested Parties or their legal counsel or by forwarding true copies thereof by prepaid ordinary mail, courier, or personal delivery at their respective addresses as recorded in the applicable personal property registry in which any PPSA Claim is recorded, and that any such service or distribution by courier, personal delivery or electronic transmission shall be deemed to be received (a) if sent by courier, on the next Business Day following the date of forwarding thereof, (b) if delivered by personal delivery or electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third Business Day after mailing;

(b) Interested Parties shall have two (2) weeks from the date of the Recovered Vehicle(s) Notice (the “**Recovery Notice Period**”), to advise the Receiver, in writing, if

(i) they consent to the sale of the applicable Recovered Vehicle(s) by the Auctioneer; or

- (ii) they are seeking the return of the Recovered Vehicle(s), identified by VIN, to the applicable Interested Party, in which case they shall provide to the Receiver within the Recovery Notice Period supporting documentation, including any applicable lease or other agreement, supporting their request for the return of the Recovered Vehicle(s) (the “**Requested Turn-Over Vehicle(s)**”);

- (c) Upon the expiry of the Recovery Notice Period, the Recovered Vehicle(s) shall be added to Schedule “A” of this Order if:
 - (i) the applicable Interested Party consents to the addition of the Recovered Vehicle(s) to Schedule “A” of this Order; or
 - (ii) the applicable Interested Party has not notified the Receiver that it opposes the addition of the Recovered Vehicle(s) to Schedule “A” of this Order;

- (d) If the Receiver receives a Requested Turn-Over Vehicle(s) request from an Interested Party prior to the expiry of the Recovery Notice Period, the Receiver shall evaluate the information provided in respect of the Requested Turn-Over Vehicle(s), taking into consideration any other claims asserted in respect of the Requested Turn-Over Vehicle(s), and:
 - (i) if the Receiver determines that the Interested Party is entitled to the return of the Requested Turn-Over Vehicle(s), the Receiver shall coordinate such return with the Interested Party, which return shall be at the cost of the Interested Party, including reimbursing the Receiver for any storage, towing

or other costs, and the pro rata share of any other asset recovery costs, incurred by the Receiver in respect of the Requested Turn-Over Vehicle(s);
or

- (ii) if the Receiver determines that the Interested Party is not entitled to the return of the Requested Turn-Over Vehicle(s), the Receiver shall return to Court to seek an Order to add the Recovered Vehicle(s) to Schedule “A” of this Order, on notice to the Interested Party.

8. **THIS COURT ORDERS** that the Receiver shall post any updates to Schedule “A” of this Order on the Receiver’s website, and the provisions of this Order, including, without limitation, the approval of the sale of the Recovered Vehicle(s) by the Auctioneer in accordance with paragraph 5 of this Order, and the sale of such Recovered Vehicle(s) free and clear of any Claims and Encumbrances (each as defined below) in accordance with paragraph 9 of this Order, shall apply to the sale of any Recovered Vehicle(s) *nunc pro tunc* and *mutatis mutandis*, without further Order of the Court.

9. **THIS COURT ORDERS** that, effective upon the delivery of a bill of sale by the Auctioneer to a purchaser (each a “**Purchaser**”), any sale of the Vehicles set out in such bill of sale by the Auctioneer to a Purchaser shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens (including Lien Claims or PPSA Claims), executions, levies, charges or other financial or monetary claims whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively,

the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order dated December 4, 2024, as amended by the Amended and Restated Receivership Order dated January 16, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system ((i) and (ii) are collectively referred to as the “**Encumbrances**”), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Vehicles set out in such bill of sale shall be deemed expunged and discharged as against such Vehicles and that all of the Debtor’s right, title and interest in and to the Vehicles shall vest absolutely in the applicable Purchaser.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the Net Proceeds shall stand in the place and stead of the Vehicles, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Vehicles with the same priority as they had with respect to the Vehicles immediately prior to the sale as if the Vehicles had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

11. **THIS COURT ORDERS** that the Receiver shall keep a record of the Net Proceeds deposited into the Net Proceeds Trust Account, together with the identity of the corresponding Interested Parties and the corresponding Vehicle(s) to which the Net Proceeds relates.

12. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) the assignment in bankruptcy made in respect of the Debtor,

the transactions as contemplated by the Auction Agreement and the vesting of the Vehicles in the Purchasers pursuant to this Order shall be binding on BDO in its capacity as trustee in bankruptcy of the Debtor and any other trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

LIEN SECURITY FOR LIEN CLAIMS AND DISCHARGE

13. **THIS COURT ORDERS** that, as a condition to the closing of the sale of any Vehicle subject to a Lien Claim, the Lien Security shall be deposited to the Lien Security Trust Account and shall constitute security for the full claimed amount of a Lien Claim.

14. **THIS COURT ORDERS** that, upon the Receiver confirming receipt of the Lien Security in respect of such sold Vehicle in writing to the Purchaser (a “**Security Confirmation**”), the corresponding Lien Claim is hereby discharged and released, and each of (i) the Purchaser, and (ii) the Receiver, or their respective counsel, shall be and hereby are authorized, without any further formality or authorization, to register a discharge statement in the applicable personal property

security registry in respect of the applicable Vehicle, and take any other steps reasonably necessary to discharge the Lien Claim in respect of which the Lien Security was posted.

15. **THIS COURT ORDERS** that, immediately upon the discharge of any Lien Claim in accordance with paragraph 10 hereof, all right, title and interest of the affected Lien Claimant against the applicable Vehicle, if any, shall attach to the corresponding Lien Security, with the same nature, priority and entitlement that such Lien Claimant's interests attached to the Vehicle pursuant to applicable Lien Legislation.

16. **THIS COURT ORDERS** that, upon the discharge of a Lien Claim, the Purchaser shall take title to the Vehicle free and clear of such Lien Claim.

17. **THIS COURT ORDERS** that the Receiver shall keep a record of the Lien Security amounts deposited into the Lien Security Trust Account, together with the amount of the corresponding Lien Claim, the identity of the corresponding Lien Claimant, and the corresponding Vehicle(s) to which the Lien Security relates.

18. **THIS COURT ORDERS** that, in the case of a Lien Claim that results in a possessory lien, and upon payment of the Lien Security in relation to the corresponding possessed Vehicle and receipt of a Security Confirmation, the Lien Claimant is required to release the physical Vehicle in its possession to the Receiver, or to a third party on the instructions of the Receiver, as the case may be.

NOTICE OF DISCHARGE

19. **THIS COURT ORDERS** that as soon as commercially reasonable after the discharge of a Lien Claim, the Receiver shall deliver a Discharge Notice, in the manner prescribed in paragraph 21 herein, to the corresponding Lien Claimant.

20. **THIS COURT ORDERS** that no Lien Claimant whose Lien Claim is discharged in accordance with this Order shall be permitted to register or re-register such Lien Claim against the applicable Vehicle to which it relates, or against one or more of the Debtor or the Receiver.

21. **THIS COURT ORDERS** that a Discharge Notice shall be deemed to have been sufficiently given by the Receiver if delivered to the last known email address of the Interested Parties or their legal counsel, or by forwarding true copies thereof by prepaid ordinary mail, courier, or personal delivery at their respective addresses as recorded in the applicable personal property registry in which the Lien Claim is recorded, and that any such service or distribution by courier, personal delivery or electronic transmission shall be deemed to be received (a) if sent by courier, on the next Business Day following the date of forwarding thereof, (b) if delivered by personal delivery or electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third Business Day after mailing.

RESERVATION OF RIGHTS, ADJUDICATION PROCESS AND DISTRIBUTIONS

22. **THIS COURT ORDERS** that:

- (a) the sale of any Vehicle pursuant to this Order shall be without prejudice to any and all rights of the Receiver, the Interested Parties or any other affected creditor(s)

with an interest in the applicable Vehicle to assert or dispute the priority of and entitlement to Net Proceeds of the applicable Vehicle; and,

- (b) the deposit of any Lien Security into the Lien Security Trust Account and the sale of any Vehicle shall be without prejudice to any and all rights of the Receiver, the Lien Claimant(s) or any other affected creditor(s) with an interest in the applicable Vehicle to assert or dispute the validity, enforceability, priority and quantum of the applicable Lien Claim.

23. **THIS COURT ORDERS** that the Receiver may bring a motion on notice to the Interested Parties and Lien Claimant(s) seeking the approval of a process for reviewing, determining or challenging (i) the validity or quantum of the Lien Claims, (ii) the Lien Claimant's entitlement to the Lien Security, (iii) the entitlement to the Net Proceeds; or (iv) the entitlement to the Recovered Vehicles(s) that are subject to a Requested Turn-Over Vehicle(s) request.

24. **THIS COURT ORDERS** that any distribution of the Net Proceeds shall be subject to further Order of this Court on notice to the parties listed on the Service List, the Interested Parties, and the Lien Claimants.

PROTECTION OF THE RECEIVER

25. **THIS COURT ORDERS** that, in discharging its obligations under this Order, the Receiver (i) shall have all of the protections given to it by the *Bankruptcy and Insolvency Act* (Canada), the Amended and Restated Receivership Order of Justice Black dated January 16, 2025, this Order and any other orders of the Court in these proceedings, (ii) shall incur no liability or obligation as a result of carrying out matters or any act or omission in connection with this Order,

except in the case of gross negligence or wilful misconduct, (iii) shall be entitled to rely on the books, records and information of the Debtor, the PPSA Claimants, the Lien Claimants, search results for the registered owners and/or lessors of VINs obtained from the Ontario Ministry of Transportation (“MTO”) and search results for the registrations under the Registrant Identification Numbers of the Debtor obtained from the MTO, as the case may be, and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, public databases, or other information.

SEALING

26. **THIS COURT ORDERS** that the Confidential Appendix to the Receiver’s Second Report be and is hereby sealed and shall be treated as confidential until (a) the Vehicles are sold to the Purchasers, or (b) further Order of this Court.

GENERAL

27. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction to give effect to this Order and to assist the Purchasers, the Receiver, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Purchasers and to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchasers, the Receiver and their respective agents in carrying out the terms of this Order.

28. **THIS COURT HEREBY REQUESTS**, without limiting the generality of paragraph 27 of this Order, that upon being presented with a copy of the Security Confirmation and a copy of this Order, any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction (including, without limitation, the MTO) shall have the authority to discharge the applicable PPSA Claim or Lien Claim, as applicable, and to enter the applicable purchaser (or its designee) as the registered owner of the Vehicle.

29. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

30. **THIS COURT ORDERS** that this Order is effective from today's date and it is made and enforceable without any need for entry or filing.

SCHEDULE "A"

No.	VIN	Year	Make/Model
1.	3H3V532KXNJ304081	2022	Hyundai Reefer Thermoking G-600
2.	4V4NC9EH4NN297675	2022	VolvoVVN
3.	527SR5328PL146902	2023	CMC Reefer Trailer
4.	5V8VC5322RT401789	2024	Vanguard VXP 53'
5.	5V8VC5323RT401445	2024	Vanguard VXP 53'
6.	5V8VC5325RT401446	2024	Vanguard VXP 53'
7.	5V8VC5328RT401716	2024	Vanguard VXP 53'
8.	5V8VC532XRT401717	2024	Vanguard VXP 53'
9.	5V8VC532XRT401720	2024	Vanguard VXP 53'
10.	5V8VC5327RT401447	2024	Vanguard VXP53 53 ft Van Trailer
11.	1FUJA6CK55LN90440	2005	Truck
12.	4VANC9E3XFN174676	2015	Volvo VNL T/A Sleeper Truck Tractor
13.	4V4NC9EH6EN162259	2014	Volvo VN VNL Highway Tractor
14.	3AKJGLD62ESFV1682	2014	Freightliner Cascadia
15.	1GRAA0620BW702982	2011	GREA Freight Van

CANADIAN WESTERN BANK

-and- 8438048 CANADA INC.
Applicant

Respondent
Court File No. CV-24-00729834-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(AUCTION SALE APPROVAL AND LIEN DISCHARGE
ORDER)**

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Lawyers for the Receiver, BDO Canada Limited

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

<u>THE HONOURABLE</u>)	<u>FRIDAY, THE 16TH</u>
)	
THE HONOURABLE)	WEEKDAY, THE #
)	
JUSTICE <u>OSBORNE</u>)	DAY OF MONTH <u>MAY</u> , 20YR <u>2025</u>

B E T W E E N:

~~PLAINTIFF~~

(Court Seal)
~~Plaintiff~~

CANADIAN WESTERN BANK

Applicant

~~—and—~~
~~DEFENDANT~~

~~Defendant~~

~~APPROVAL AND VESTING ORDER~~

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~

~~for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

ORDER
(Auction Sale Approval and Lien Discharge Order)

THIS MOTION, made by BDO Canada Limited ("BDO"), in its capacity as the Court-appointed receiver and manager (the "Receiver") over the assets, undertakings, and properties of 8438048 Canada Inc. (the "Debtor"), (i) approving the auction agreement between Ritchie Bros. Auctioneers (Canada) Ltd. (the "Auctioneer") and the Receiver (the "Auction Agreement") to permit the Auctioneer to conduct a sale of the Vehicles (as defined below) in accordance with the procedures described herein, (ii) vesting all the right, title and interest of the Debtor in and to those Vehicles to the purchasers as identified in the bills of sale delivered by the Auctioneer, (iii) discharging any applicable Lien Claims (as defined below) in the Vehicles in accordance with the process described herein, and (iv) sealing the Confidential Appendix to the Second Report of the Receiver dated May 7, 2025 (the "Receiver's Second Report"), was heard this day by videoconference,

ON READING the ~~Report~~ Motion Record of the Receiver dated May 7, 2025, including the Receiver's Second Report, and on hearing the submissions of ~~counsel~~ the lawyers for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one~~ and such other counsel as were present, no one else appearing for any other person ~~on the service list,~~ although properly

served as appears from the ~~affidavit of [NAME] sworn [DATE] filed⁺~~: Lawyer's Certificate of Service of Jennifer L. Caruso dated [●],

SERVICE

1. THIS COURT ORDERS that the time for service of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. THIS COURT ORDERS THAT for the purposes of this Order, the following terms not otherwise defined throughout this Order shall have the following meanings:

(a) "Business Day" means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(b) "Discharge Notice" means notice from the Receiver to the applicable Lien Claimant confirming that Lien Security has been posted with the Receiver in the Lien Security Trust Account with respect to a specified Lien Claim and that the Lien Claim has been discharged in accordance with the terms of this Order;

~~⁺This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

- (c) “Lien Claim” means any claim for a possessory or non-possessory lien, charge, hypothec or other property right under the Lien Legislation in connection with the Vehicles, including any related registration made under the PPSA legislation;
- (d) “Lien Claimant” means any party that has made a Lien Claim against a Vehicle;
- (e) “Lien Legislation” means, collectively, the *Repair and Storage Liens Act* (Ontario) and any other similar legislation in Canada or any Province or Territory therein that governs, or has the effect of governing, liens registered against title to Vehicles on the basis of repairs or storage;
- (f) “Lien Security” means, in respect of a Lien Claim, an amount equal to the lesser of: (i) 105% of the full amount of the Lien Claim(s), and (ii) the Net Proceeds of the applicable Vehicle, which shall be deposited into the Lien Security Trust Account as security for the full claimed amount of a Lien Claim in accordance with this Order;
- (g) “Lien Security Trust Account” means a non-interest bearing trust account maintained by the Receiver for the purpose of holding the Lien Security and the Net Proceeds;
- (h) “Net Proceeds” means the net proceeds from the sale of the Vehicles;
- (i) “Net Proceeds Trust Account” means a non-interest bearing trust account maintained by the Receiver for the purpose of holding the Net Proceeds;

- (j) “PPSA Claim” means any claim, lien, hypothec, security interest or other property right evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), other than a Lien Claim;
- (k) “PPSA Claimant” means any party that has made a PPSA Claim against a Vehicle; and,
- (l) “Trust Accounts” means the Lien Security Trust Account and the Net Proceeds Trust Account.

TRUST ACCOUNTS

3. THIS COURT ORDERS that the Receiver shall open and maintain the Lien Security Trust Account, which shall be a designated non-interest bearing trust account into which the Lien Security payments contemplated hereunder shall be deposited.

4. THIS COURT ORDERS that the Receiver shall open and maintain the Net Proceeds Security Trust Account, which shall be a designated non-interest bearing trust account into which the Net Proceeds payments contemplated hereunder shall be deposited.

APPROVAL AND VESTING

5. ~~1. THIS COURT ORDERS AND DECLARES that the Transaction is~~that the Auction Agreement and the transactions contemplated thereby are hereby approved,²~~and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved,~~ with such

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor~~

minor amendments as the Receiver and the Auctioneer may deem necessary. ~~The~~ and agree to in writing. Subject to the provisions of this Order, the Receiver is ~~hereby~~ authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable ~~for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser~~ to implement the Auction Agreement and the transactions contemplated therein.

6. **THIS COURT ORDERS** that subject to the terms of the Auction Agreement, the Auctioneer be and hereby is appointed as agent of the Receiver to dispose of the vehicles which are identified by the vehicle identification numbers (“VIN”) listed on Schedule “A” hereto (the “Vehicles”), which may be supplemented from time to time in accordance with paragraph 7 below.

7. **THIS COURT ORDERS** that upon the Receiver recovering additional vehicle(s) (the **“Recovered Vehicle(s)”**):

- (a) The Receiver shall, as soon as commercially reasonable after recovering any Recovered Vehicle(s), provide notice in writing to: (i) any PPSA Claimants with a security interest in the applicable Recovered Vehicle(s) (which, for certainty, shall include any PPSA Claimant with a PPSA Claim in all present and after acquired personal property of the Debtor), (ii) any other party who has informed the Receiver that it is asserting an interest in the applicable Recovered Vehicle(s), and (iii) any registered owner or lessor of the Vehicle(s) (other than the Debtor) (collectively, the **“Interested Party”** or **“Interested Parties”**), that the Receiver

~~Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

is in possession of the Recovered Vehicle(s) (the “Recovered Vehicle(s) Notice”). The Recovered Vehicle(s) Notice shall identify any Recovered Vehicle(s) by VIN, and shall be deemed to have been sufficiently given by the Receiver if delivered to the last known email address of the Interested Parties or their legal counsel or by forwarding true copies thereof by prepaid ordinary mail, courier, or personal delivery at their respective addresses as recorded in the applicable personal property registry in which any PPSA Claim is recorded, and that any such service or distribution by courier, personal delivery or electronic transmission shall be deemed to be received (a) if sent by courier, on the next Business Day following the date of forwarding thereof, (b) if delivered by personal delivery or electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third Business Day after mailing;

(b) Interested Parties shall have two (2) weeks from the date of the Recovered Vehicle(s) Notice (the “Recovery Notice Period”), to advise the Receiver, in writing, if

(i) they consent to the sale of the applicable Recovered Vehicle(s) by the Auctioneer; or

(ii) they are seeking the return of the Recovered Vehicle(s), identified by VIN, to the applicable Interested Party, in which case they shall provide to the Receiver within the Recovery Notice Period supporting documentation, including any applicable lease or other agreement, supporting their request

for the return of the Recovered Vehicle(s) (the “Requested Turn-Over Vehicle(s)”):

- (c) Upon the expiry of the Recovery Notice Period, the Recovered Vehicle(s) shall be added to Schedule “A” of this Order if:
- (i) the applicable Interested Party consents to the addition of the Recovered Vehicle(s) to Schedule “A” of this Order; or
 - (ii) the applicable Interested Party has not notified the Receiver that it opposes the addition of the Recovered Vehicle(s) to Schedule “A” of this Order;
- (d) If the Receiver receives a Requested Turn-Over Vehicle(s) request from an Interested Party prior to the expiry of the Recovery Notice Period, the Receiver shall evaluate the information provided in respect of the Requested Turn-Over Vehicle(s), taking into consideration any other claims asserted in respect of the Requested Turn-Over Vehicle(s), and:
- (i) if the Receiver determines that the Interested Party is entitled to the return of the Requested Turn-Over Vehicle(s), the Receiver shall coordinate such return with the Interested Party, which return shall be at the cost of the Interested Party, including reimbursing the Receiver for any storage, towing or other costs, and the pro rata share of any other asset recovery costs, incurred by the Receiver in respect of the Requested Turn-Over Vehicle(s); or

(ii) if the Receiver determines that the Interested Party is not entitled to the return of the Requested Turn-Over Vehicle(s), the Receiver shall return to Court to seek an Order to add the Recovered Vehicle(s) to Schedule "A" of this Order, on notice to the Interested Party.

8. **THIS COURT ORDERS** that the Receiver shall post any updates to Schedule "A" of this Order on the Receiver's website, and the provisions of this Order, including, without limitation, the approval of the sale of the Recovered Vehicle(s) by the Auctioneer in accordance with paragraph 5 of this Order, and the sale of such Recovered Vehicle(s) free and clear of any Claims and Encumbrances (each as defined below) in accordance with paragraph 9 of this Order, shall apply to the sale of any Recovered Vehicle(s) *nunc pro tunc* and *mutatis mutandis*, without further Order of the Court.

9. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that, effective upon the delivery of a ~~Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]⁴~~ shall vest ~~absolutely in the~~ bill of sale by the Auctioneer to a purchaser (each a "Purchaser"), any sale of the Vehicles set out in such bill of sale by the Auctioneer to a Purchaser, shall be free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (including Lien Claims or PPSA Claims), executions, levies, charges, or other financial or

~~⁴To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ~~Order of the Honourable Justice [NAME] dated [DATE];~~ Receivership Order dated December 4, 2024, as amended by the Amended and Restated Receivership Order dated January 16, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto (all of which ((i) and (ii) are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and,")~~, and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the ~~Purchased Assets are hereby Vehicles set out in such bill of sale shall be deemed~~ expunged and discharged as against ~~the Purchased Assets~~ such Vehicles and that all of the Debtor's right, title and interest in and to the Vehicles shall vest absolutely in the applicable Purchaser.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real~~

⁵The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against ~~the net proceeds from the sale of the~~ claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

10. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the ~~net proceeds⁷ from the sale of the Purchased Assets~~ Net Proceeds shall stand in the place and stead of the ~~Purchased Assets~~ Vehicles, and that from and after the delivery of the ~~Receiver's~~ Receiver's Certificate all Claims and Encumbrances shall attach to the ~~net proceeds~~ Net Proceeds from the sale of the ~~Purchased Assets~~ Vehicles with the same priority as they had with respect to the ~~Purchased Assets~~ Vehicles immediately prior to the sale⁸; as if the ~~Purchased Assets~~ Vehicles had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

11. ~~5.~~ **THIS COURT ORDERS AND DIRECTS** that the Receiver ~~to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.~~

~~6. shall keep a record of the Net Proceeds deposited into~~ THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, ~~the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all~~

⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

~~material respects identical to the prior use of such information by the Debtor.~~ the Net Proceeds Trust Account, together with the identity of the corresponding Interested Parties and the corresponding Vehicle(s) to which the Net Proceeds relates.

12. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“BIA”) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) ~~any~~the assignment in bankruptcy made in respect of the Debtor;

the transactions as contemplated by the Auction Agreement and the vesting of the ~~Purchased Assets~~Vehicles in the ~~Purchaser~~Purchasers pursuant to this Order shall be binding on ~~any~~BDO in its capacity as trustee in bankruptcy of the Debtor and any other trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor ~~be~~ deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, ~~or~~ other reviewable transaction under the ~~*Bankruptcy and Insolvency Act (Canada)*~~BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

LIEN SECURITY FOR LIEN CLAIMS AND DISCHARGE

13. THIS COURT ORDERS that, as a condition to the closing of the sale of any Vehicle subject to a Lien Claim, the Lien Security shall be deposited to the Lien Security Trust Account and shall constitute security for the full claimed amount of a Lien Claim.

14. THIS COURT ORDERS that, upon the Receiver confirming receipt of the Lien Security in respect of such sold Vehicle in writing to the Purchaser (a “Security Confirmation”), the corresponding Lien Claim is hereby discharged and released, and each of (i) the Purchaser, and (ii) the Receiver, or their respective counsel, shall be and hereby are authorized, without any further formality or authorization, to register a discharge statement in the applicable personal property security registry in respect of the applicable Vehicle, and take any other steps reasonably necessary to discharge the Lien Claim in respect of which the Lien Security was posted.

15. THIS COURT ORDERS that, immediately upon the discharge of any Lien Claim in accordance with paragraph 10 hereof, all right, title and interest of the affected Lien Claimant against the applicable Vehicle, if any, shall attach to the corresponding Lien Security, with the same nature, priority and entitlement that such Lien Claimant’s interests attached to the Vehicle pursuant to applicable Lien Legislation.

16. ~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario)~~ that, upon the discharge of a Lien Claim, the Purchaser shall take title to the Vehicle free and clear of such Lien Claim.

17. THIS COURT ORDERS that the Receiver shall keep a record of the Lien Security amounts deposited into the Lien Security Trust Account, together with the amount of

the corresponding Lien Claim, the identity of the corresponding Lien Claimant, and the corresponding Vehicle(s) to which the Lien Security relates.

18. **THIS COURT ORDERS** that, in the case of a Lien Claim that results in a possessory lien, and upon payment of the Lien Security in relation to the corresponding possessed Vehicle and receipt of a Security Confirmation, the Lien Claimant is required to release the physical Vehicle in its possession to the Receiver, or to a third party on the instructions of the Receiver, as the case may be.

NOTICE OF DISCHARGE

19. **THIS COURT ORDERS** that as soon as commercially reasonable after the discharge of a Lien Claim, the Receiver shall deliver a Discharge Notice, in the manner prescribed in paragraph 21 herein, to the corresponding Lien Claimant.

20. **THIS COURT ORDERS** that no Lien Claimant whose Lien Claim is discharged in accordance with this Order shall be permitted to register or re-register such Lien Claim against the applicable Vehicle to which it relates, or against one or more of the Debtor or the Receiver.

21. **THIS COURT ORDERS** that a Discharge Notice shall be deemed to have been sufficiently given by the Receiver if delivered to the last known email address of the Interested Parties or their legal counsel, or by forwarding true copies thereof by prepaid ordinary mail, courier, or personal delivery at their respective addresses as recorded in the applicable personal property registry in which the Lien Claim is recorded, and that any such service or distribution by

courier, personal delivery or electronic transmission shall be deemed to be received (a) if sent by courier, on the next Business Day following the date of forwarding thereof, (b) if delivered by personal delivery or electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third Business Day after mailing.

RESERVATION OF RIGHTS, ADJUDICATION PROCESS AND DISTRIBUTIONS

22. **THIS COURT ORDERS** that:

(a) the sale of any Vehicle pursuant to this Order shall be without prejudice to any and all rights of the Receiver, the Interested Parties or any other affected creditor(s) with an interest in the applicable Vehicle to assert or dispute the priority of and entitlement to Net Proceeds of the applicable Vehicle; and,

(b) the deposit of any Lien Security into the Lien Security Trust Account and the sale of any Vehicle shall be without prejudice to any and all rights of the Receiver, the Lien Claimant(s) or any other affected creditor(s) with an interest in the applicable Vehicle to assert or dispute the validity, enforceability, priority and quantum of the applicable Lien Claim.

23. **THIS COURT ORDERS** that the Receiver may bring a motion on notice to the Interested Parties and Lien Claimant(s) seeking the approval of a process for reviewing, determining or challenging (i) the validity or quantum of the Lien Claims, (ii) the Lien Claimant's entitlement to the Lien Security, (iii) the entitlement to the Net Proceeds; or (iv) the entitlement to the Recovered Vehicles(s) that are subject to a Requested Turn-Over Vehicle(s) request.

24. **THIS COURT ORDERS** that any distribution of the Net Proceeds shall be subject to further Order of this Court on notice to the parties listed on the Service List, the Interested Parties, and the Lien Claimants.

PROTECTION OF THE RECEIVER

25. **THIS COURT ORDERS** that, in discharging its obligations under this Order, the Receiver (i) shall have all of the protections given to it by the *Bankruptcy and Insolvency Act (Canada)*, the Amended and Restated Receivership Order of Justice Black dated January 16, 2025, this Order and any other orders of the Court in these proceedings, (ii) shall incur no liability or obligation as a result of carrying out matters or any act or omission in connection with this Order, except in the case of gross negligence or wilful misconduct, (iii) shall be entitled to rely on the books, records and information of the Debtor, the PPSA Claimants, the Lien Claimants, search results for the registered owners and/or lessors of VINs obtained from the Ontario Ministry of Transportation (“MTO”) and search results for the registrations under the Registrant Identification Numbers of the Debtor obtained from the MTO, as the case may be, and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, public databases, or other information.

SEALING

26. **THIS COURT ORDERS** that the Confidential Appendix to the Receiver’s Second Report be and is hereby sealed and shall be treated as confidential until (a) the Vehicles are sold to the Purchasers, or (b) further Order of this Court.

GENERAL

27. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~, the United States or any other jurisdiction to give effect to this Order and to assist the Purchasers, the Receiver, and ~~its~~ their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Purchasers and to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchasers, the Receiver and ~~its~~ their respective agents in carrying out the terms of this Order.

28. **THIS COURT HEREBY REQUESTS,** without limiting the generality of paragraph 27 of this Order, that upon being presented with a copy of the Security Confirmation and a copy of this Order, any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction (including, without limitation, the MTO) shall have the authority to discharge the applicable PPSA Claim or Lien Claim, as applicable, and to enter the applicable purchaser (or its designee) as the registered owner of the Vehicle.

29. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

30. **THIS COURT ORDERS** that this Order is effective from today's date and it is made and enforceable without any need for entry or filing.

Revised: January 21, 2014

~~Schedule A—Form of Receiver's Certificate~~

Court File No. _____

~~ONTARIO~~

~~SUPERIOR COURT OF JUSTICE~~

~~COMMERCIAL LIST~~

~~BETWEEN:~~

~~PLAINTIFF~~

Plaintiff

~~—and—~~

~~DEFENDANT~~

Defendant

~~RECEIVER'S CERTIFICATE~~

~~RECITALS~~

~~A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").~~

~~B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's **right, title and interest** in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ●~~

~~of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.~~

~~C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.~~

~~THE RECEIVER CERTIFIES the following:~~

~~1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;~~

~~2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and~~

~~3. The Transaction has been completed to the satisfaction of the Receiver.~~

~~4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].~~

~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~

~~Per:~~

SCHEDULE "A"

<u>No.</u>	<u>VIN</u>	<u>Year</u>	<u>Make/Model</u>
<u>1.</u>	<u>3H3V532KXNJ304081</u>	<u>2022</u>	Name: <u>Hyundai Reefer Thermoking G-600</u>
<u>2.</u>	<u>4V4NC9EH4NN297675</u>	<u>2022</u>	Title: <u>VolvoVVN</u>
<u>3.</u>	<u>527SR5328PL146902</u>	<u>2023</u>	<u>CMC Reefer Trailer</u>
<u>4.</u>	<u>5V8VC5322RT401789</u>	<u>2024</u>	<u>Vanguard VXP 53'</u>
<u>5.</u>	<u>5V8VC5323RT401445</u>	<u>2024</u>	<u>Vanguard VXP 53'</u>
<u>6.</u>	<u>5V8VC5325RT401446</u>	<u>2024</u>	<u>Vanguard VXP 53'</u>
<u>7.</u>	<u>5V8VC5328RT401716</u>	<u>2024</u>	<u>Vanguard VXP 53'</u>
<u>8.</u>	<u>5V8VC532XRT401717</u>	<u>2024</u>	<u>Vanguard VXP 53'</u>
<u>9.</u>	<u>5V8VC532XRT401720</u>	<u>2024</u>	<u>Vanguard VXP 53'</u>
<u>10.</u>	<u>5V8VC5327RT401447</u>	<u>2024</u>	<u>Vanguard VXP53 53 ft Van Trailer</u>
<u>11.</u>	<u>1FUJA6CK55LN90440</u>	<u>2005</u>	<u>Truck</u>
<u>12.</u>	<u>4VANC9E3XFN174676</u>	<u>2015</u>	<u>Volvo VNL T/A Sleeper Truck Tractor</u>
<u>13.</u>	<u>4V4NC9EH6EN162259</u>	<u>2014</u>	<u>Volvo VN VNL Highway Tractor</u>
<u>14.</u>	<u>3AKJGLD62ESFV1682</u>	<u>2014</u>	<u>Freightliner Cascadia</u>
<u>15.</u>	<u>1GRAA0620BW702982</u>	<u>2011</u>	<u>GRE A Freight Van</u>

CANADIAN WESTERN BANK

Applicant

-and-

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(AUCTION SALE APPROVAL AND LIEN DISCHARGE
ORDER)

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Lawyers for the Receiver, BDO Canada Limited

Schedule B—Purchased Assets

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

Summary report:	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://cloudimanage.com/CANADA/313217764/4	
Document Author:	
Changes:	
<u>Add</u>	214
Delete	170
Move From	33
<u>Move To</u>	33
<u>Table Insert</u>	17
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
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Embedded Excel	0
Format changes	0
Total Changes:	467

TAB 5

Court File No. CV-24-00729834-00CL

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

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c. B-3, AS AMENDED; AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, RSO 1990, c.C.43, AS AMENDED**

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CANADIAN WESTERN BANK

Applicant

-and- 8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF THE RECEIVER
(AUCTION SALE APPROVAL AND LIEN DISCHARGE
ORDER
RETURNABLE MAY 16, 2025)**

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