

**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

THIRD SUPPLEMENTAL MOTION RECORD OF THE RECEIVER

(Contempt Order returnable May 20, 2025)

May 14, 2025

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AMENDED NOTICE OF MOTION
(Returnable ~~March 11, 2025~~ May 20, 2025)

BDO Canada Limited (“**BDO**”) in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”), over the assets, undertakings, and properties (the “**Property**”) of 8438048 Canada Inc. (the “**Debtor**”), will make a motion before the Honourable Justice ~~Penny~~ Conway of the Ontario Superior Court of Justice (Commercial List) on ~~March 11, 2025 at 10:00 a.m. via videoconference,~~ May 20, 2025 at 330 University Avenue, Toronto, Ontario 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;
- ☒ By video conference.

THE MOTION IS FOR:

- (a) An Order substantially in the form attached at ~~Tab 5 of the Receiver's Motion Record~~ Tab 3 of the Receiver's Third Supplemental Motion Record (the **"Contempt Order"**);
 - (i) declaring that the Debtor and Narinder Shoker (collectively, the **"Breaching Parties"**) are in breach of the A&R Receivership Order (as defined below) and are in civil contempt of Court
 - (ii) declaring that Narinder Shoker is in breach of the Examination and Production Order and is in civil contempt of Court;
 - (iii) ~~compelling the Breaching Parties to purge their contempt by March 25, 2025;~~

- (iv) scheduling a hearing with respect to the sentencing of the Breaching Parties to take place on a date to be fixed by the Court, ~~in the week of April 1, 2025~~ at which time the Receiver will request that Narinder Shoker be imprisoned for such period as this Court may deem just; and,
 - (v) if required (which is denied), lifting the stay of proceedings under section 69.3 of the *Bankruptcy and Insolvency Act* (“**BIA**”) to seek the Contempt Order against the Debtor and Narinder Shoker;
- ~~(b) — An Order, substantially in the form attached at Tab 6 of the Receiver’s Motion Record (the “**Bankruptcy Assignment Order**”) authorizing but not obligating the Receiver to assign, or cause to assign, the Debtor into bankruptcy and appointing BDO as trustee in bankruptcy;~~
- ~~(c) — An Order, substantially in the form attached at Tab 7 of the Receiver’s Motion Record (the “**Asset Recovery Order**”), among other things:~~
- ~~(i) — compelling GFS International Inc. and AMG Warehousing & Distribution Inc. (the parties occupying the property municipally known as 455 Gibraltar Ave, Mississauga, Ontario (the “**Gibraltar Lot**”)), Lion Force Transport Inc. (the party occupying the property municipally known as 6950 Kenderry Gate, Mississauga, Ontario (the “**Kenderry Lot**”)), and AMG Global Forwarding Inc. and 14713737 Canada Inc. (the parties occupying the property municipally known as 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario (the “**Guelph Line Lot**”, and together with the~~

Gibraltar Lot and the Kenderry Lot, the **“Lots”**)), the occupants of the Lots, and any other person in power, possession or control of the Lots to provide the Receiver or its agents and representatives immediate access to the Lots;

(ii) ~~compelling any other 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 of the Property of the Debtor is or is reasonably believed to be located (**“Locations”**) to provide the Receiver or its agents and representatives immediate access to the Locations;~~

(iii) ~~permitting the Receiver or its agents and representatives to enter the Lots and Locations;~~

(iv) ~~authorizing the Receiver or its agents and representatives or any other party authorized by the Receiver to take possession of and remove any of the Debtor’s Property located at the Lots and Locations; and,~~

(v) ~~instructing the local police force or peace officers to assist the Receiver in implementing the A&R Receivership Order and this Order, including in gaining access to the Lots and Locations and recovering the Debtor’s Property, as requested by the Receiver;~~

(d) ~~An Order, substantially in the form attached at Tab 8 of the Receiver’s Motion Record (the **“Examination and Production Order”**), among other things,~~

(i) — ~~compelling Narinder Shoker to:~~

(1) — ~~answer the undertakings given at the examination under oath held on January 24, 2025, as set out in Appendix “CC” of the First Report of the Receiver dated February 28, 2025 (“First Report” or “Receiver’s First Report”);~~

(2) — ~~deliver to the Receiver the Property of the Debtor, including its vehicles and trailers, the keys for such vehicles and trailers, and ownership documents;~~

(3) — ~~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 by the Debtor or any officer, director, employee or representative of the Debtor, or the contents therein;~~

(ii) — ~~compelling Narinder Shoker and any other director, officer, employee or representative of the Debtor to cease operating and/or holding themselves out as the Debtor or operating the business and affairs of the Debtor under any other entity;~~

(iii) — ~~authorizing the Receiver to examine under oath Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker, and compel their attendance at such examination;~~

~~(iv) compelling GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., to forthwith:~~

- ~~(1) 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 records, bank account statements, accounts receivables listings, customer invoices, supplier invoices and fleet and equipment leases, acquisitions and dispositions;~~
- ~~(2) 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 the A&R Receivership Order (as defined below);~~
- ~~(3) disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of the Debtor's business; and,~~

- (4) ~~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;~~
- (v) ~~compelling Five Star Insurance Brokers Ltd. ("**Five Star**") and Bhanu Rana to produce to the Receiver the expired insurance policy binder for the insurance policies of AMG; and,~~
- (e) Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) The grounds for this motion are set out in greater detail in the Receiver's First Report dated February 28, 2025 (the "**First Report**"), the Supplemental First Report of the Receiver dated March 10, 2025, the Second Supplement to the First Report of the Receiver dated April 4, 2025 (the "**Second Supplemental Report**"), the Second Report of the Receiver dated May 7, 2025 (the "**Second Report**"), and

the First Supplement to the Second Report of the Receiver dated May 14, 2025 (the “Supplement to the Second Report”).¹

- (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 semi-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 numerous leasing entities, for approximately 109 unique Vehicle Identification Numbers (“**VINs**”) for trucks, trailers, a forklift, and other vehicles. Further, based on the PPSA search results, Registrant Identification Numbers for 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.

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

- (d) According to the Corporate Profile Reports, the Debtor's registered head office is 425 Gibraltar Ave (the "**425 Gibraltar**") and the principal place of business is 6 Darou Crescent, Brampton, Ontario ("**6 Darou**").
- (e) Narinder Shoker is the sole Director and Chief Executive Officer/Manager of the Debtor. His address was formerly 6 Darou.
- (f) Following defaults under the loan documents, on October 18, 2024, CWB filed a Notice of Application for the appointment of BDO as Receiver of the Debtor's Property.
- (g) 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**").
- (h) On January 16, 2025, Justice Black granted 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.
- (i) On February 7, 2025, Narinder Shoker made a voluntary assignment in bankruptcy. At a meeting of creditors held on February 24, 2025, a special resolution of creditors was passed to appoint BDO as the trustee of the bankruptcy estate.

The Receiver's Attempts to Take Possession of the Property and Records

- (j) Immediately following the Receivership Order issued on December 4, 2024, the Receiver attended the premises of 425 Gibraltar to take possession of the Property, including the Vehicles, and to obtain possession of the Debtor's books and records (the **"Records"**). Upon arriving at 425 Gibraltar, the onsite security company would not permit the Receiver to walk the property. The Receiver was advised that the Debtor had ceased business operations, was no longer occupying the premises, and that none of the property or books and records on the premises belonged to the Debtor. On the basis of those representations, the Receiver did not catalogue or take possession of any property on the premises.
- (k) The Receiver returned to 425 Gibraltar during the following days to meet with Narinder Shoker, understand the nature of the Debtor's affairs and Property, and inventory the vehicles and trailers located on the premises. On or around December 6-and 7, 2024, the Receiver was able to recover and move to a secure location fourteen (14) of AMG's vehicles and trailers. To date, the Receiver has not been able to recover the remainder of the Vehicles (the **"Missing Vehicles"**).
- (l) Since attending 425 Gibraltar on the date of the Receivership Order, the Receiver has made repeated efforts to locate the Debtor's Property, including the Missing Vehicles, and Records and obtain possession of same. These efforts have been consistently and repeatedly thwarted by the Debtor and, more particularly, Narinder

Shoker. These instances are described in detail in the Receiver's First Report and include, for example:

- (i) The Receiver, ~~by~~through its lawyer, has sent multiple document and information requests to the lawyer for the Debtor, including requests for production of the Debtor's Records and requests to disclose the location of and deliver the Missing Vehicles. The Debtor has not fully complied with those requests, including with respect to providing the details of the location of the entirety of the Missing Vehicles.
- (ii) The Records of the Debtor were moved to 6 Darou and appear to have been destroyed in a fire that occurred at the residence in late January 2025. At no time prior to the fire did Narinder Shoker deliver those Records to the Receiver, despite the Receiver's requests and the A&R Receivership Order.
- (iii) The Debtor has repeatedly advised the Receiver, and testified under oath (described in greater detail below) that a number of the leasing entities sent employees and/or bailiffs to recover the vehicles over which they had a security interest registered under the PPSA. A number of those leasing entities have reported to the Receiver that they or their bailiffs were unable to recover their respective assets.
- (iv) On January 24, 2025, the Receiver, by its lawyer, examined Narinder Shoker under oath. Upon attending at the examination, he failed to produce the vast majority of the documents requested in the Notice of Examination.

During the examination, it became apparent that the details about the location of the Missing Vehicles previously provided to the Receiver were incomplete or inaccurate and Narinder Shoker had made no attempt to update or correct that information.

- (v) At the examination, Narinder Shoker gave extensive undertakings to produce documentation and information with respect to the Debtor's business and Property, by January 31, 2025. On that date, the Receiver received responses to only some of the undertakings, many of which were incomplete. To date, Narinder Shoker has not fully responded to the undertakings.
- (vi) As described in greater detail below, the Receiver obtained the Asset Recovery Order (defined below) granting the Receiver and its agents access to certain premises in order to identify and take possession of AMG's Property. As set out in greater detail in the Second Supplemental Report, the Receiver, through its agents and with the assistance of the police, located certain Missing Vehicles at 6950 Kenderry Gate, Mississauga (the "Kenderry Lot"), a premises that the Receiver had previously been denied access to and that AMG was leasing, without the Receiver's knowledge.
- (vii) As described in greater detail below, the Receiver agreed to the contents of the April 8 Order (defined below) requiring AMG and Narinder Shoker to provide additional location information of the Missing Vehicles and the

delivery of same to the Receiver. To date, AMG and Narinder Shoker have not complied with the April 8 Order.

The March 11 Appearance and Subsequent Events

- (m) On February 28, 2025, the Receiver brought a motion returnable March 11, 2025 before the Honourable Justice Penny seeking the Contempt Order and the following Orders:
- (i) 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**”);
 - (ii) an asset recovery order, compelling the occupants of certain Lots and Locations (as defined therein) upon which any of the Property of AMG 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 AMG located at the Lots and Locations (the “**Asset Recovery Order**”); and,
 - (iii) an examination and production order, among other relief, authorizing the Receiver to examine under oath (i) Mrs. Jasvir Kaur Shoker, (ii) Ms. Manmeet Shoker, 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 AMG; and compelling the Connected Entities (as defined in the Examination and Production Order)

to, among other things, produce the Records of AMG 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 AMG's business (the "**Examination and Production Order**").

- (n) On March 11, 2025, Justice Penny granted the Asset Recovery Order, Bankruptcy Order, and Examination and Production Order. Justice Penny adjourned the hearing of the Contempt Order until April 8, 2025.
- (o) On March 19, 2024, AMG was assigned into bankruptcy and BDO was appointed as trustee of AMG'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.

April 8 Appearance before Justice Conway and Responses under the April 8 Order

- (p) On April 8, 2025, the Receiver returned to Court to seek the Contempt Order against AMG and Shoker.
- (q) The Receiver, the Applicant, the Debtor, and Narinder Shoker appeared before Justice Conway on April 8, 2025 for the hearing of the Contempt Order.
- (r) On April 8, 2025, the Honourable Justice Conway granted an Order (the "**April 8 Order**") requiring that, by no later than May 6, 2025, the Debtor and Narinder Shoker shall provide to the Receiver in respect of all vehicles listed in (i) the summary of search results of the Vehicle Identification Numbers ("**VINs**") listed

in registrations under the PPSA against the Debtor, or any updated search results, and (ii) the search results for VINs registered under the Registrant Identification Numbers 187029608 and 184721081 listing the Debtor as the registrant:

- (i) delivery to the Receiver, including any keys and ownership documents for those vehicles;
- (ii) the exact location and the contact information of the person with ownership or control of the premises and permission from that party for the Receiver to retrieve those vehicles;
- (iii) an explanation, with verifiable information from third party sources, as to what happened to the vehicles; or,
- (iv) details with respect to the transfer of those vehicles including the date of the transfer, the name of the transfer, the purchase price, copies of all relevant documentation, and information with respect to where the proceeds are located.
- (s) The April 8 Order provided that, if the Debtor and Narinder Shoker failed to comply with the terms described above, then the parties shall appear on May 20, 2025 for the hearing of the Contempt Order, which shall be peremptory on the Debtor and Narinder Shoker.
- (t) On April 30, 2025, the Debtor and Narinder Shoker provided to the Receiver Excel spreadsheets (the “**April 30 Excel Spreadsheets**”) with location information for

the vehicles listed in the PPSA registrations against AMG, as well as the location of ten (10) “paid off” vehicles of AMG. The April 30 Excel Spreadsheets contained limited updated location information and failed to provide the information as set forth in the April 8 Order.

- (u) On May 12, 2025, the Debtor and Narinder Shoker delivered to the Receiver an additional spreadsheet with limited additional location information.
- (v) Accordingly, as of the date herein, it is the Receiver’s view that the Debtor and Narinder Shoker have failed to comply with the April 8 Order.

Further Interferences with the Receivership Proceedings

- (w) On May 9, 2025, the Receiver became aware that Narinder Shoker sent an email to the landlord of the Kenderry Lot, from the email address “shoker@amgfleets.ca”, in which he informed the landlord that pursuant to a purported court order, only property belonging to the Debtor could be parked at the Kenderry Lot and all other such property had to be removed within 30 minutes (the “**May 9 Email**”).
- (x) Narinder Shoker signed the email as:

“Narinder Shoker

8438048 Canada Inc”.

- (y) On that same date, Narinder Shoker attended the Kenderry Lot. The Receiver understands that the purpose of that attendance was to remove equipment from the premises.

The Relief Sought on this Motion Contempt Order Sought on this Motion

- (z) Pursuant to the A&R Receivership Order, the Receiver is empowered by this Court to, among other things, take possession of and exercise control over the property, assets and undertakings of the Debtor. The Debtor, Narinder Shoker (as the Debtor's management), and other parties with notice of the Order have frustrated the Receiver's attempts to do so, despite the duties imposed by this Court's Order, and have failed to provide access and co-operation to the Receiver. ~~As such~~Accordingly, the Receiver is requesting the assistance of this Court in exercising its duties under the terms of this Court's Order and the BIA.

The Contempt Order Breach of the A&R Receivership Order

- (aa) The conduct of the Breaching Parties represents a clear disregard for the A&R Receivership Order and Justice Black's related Endorsement dated January 16, 2025 (the "**Endorsement**").
- (bb) The A&R Receivership Order clearly and unequivocally requires the Debtor and the Debtor's management to advise the Receiver of the existence of any Property in their possession, to grant immediate and continued access to such Property, and to deliver it to the Receiver upon the Receiver's request. The A&R Receivership

Order also requires entities with notice of the A&R Receivership Order to deliver and provide access to the Records of the Debtor (as defined therein).

(cc) Further, Justice Black's Endorsement states the following:

[4] The Receiver 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 serve). I confirm the court's expectation that the requested documentation will be produced in advance of the examination.

(dd) The Breaching Parties have had notice of and actual knowledge of the A&R Receivership Order, and have ignored the terms of that Order and failed to meet the Court's expectation as set out in the Endorsement. Their actions to date demonstrate that they are intentionally frustrating the operation of the Order appointing the Receiver by failing to deliver the Debtor's Property and Records to the Receiver, and providing the Receiver with inaccurate or incomplete information about the location of and details of the Property, including the Missing Vehicles.

The Breaches of the Examination and Production Order

(ee) The Examination and Production Order clearly and unequivocally required, amongst other things, that Narinder Shoker produce complete responses to the undertakings by March 25, 2025. The Examination and Production Order also required that Narinder Shoker cease accessing, logging into, or using any email accounts used in connection with the Debtor's business and that Narinder Shoker cease operating and/or holding himself out as the Debtor.

- (ff) Narinder Shoker had notice and actual knowledge of the Examination and Production Order.
- (gg) On March 28, 2025, Narinder Shoker produced some additional responses to the undertakings. As of the date herein, Narinder Shoker has failed to provide complete responses to the undertakings.
- (hh) His failure to respond to the undertakings by March 25, 2025, and his continuing failure to do so, is a breach of the Examination and Production Order.
- (ii) The May 9 Email is also a clear breach of the Examination and Production Order: he both sent that email from an email account that is used in connection with the Debtor's business and he held himself out as a representative of the Debtor.
- (jj) These actions represent a blatant disregard of the Examination and Production Order.

The Contempt Order is Not Stayed

- (kk) The Contempt Order is not a claim provable in bankruptcy and, consequently, is not subject to the stay of proceedings imposed ~~in~~ by the bankruptcy assignments of the Debtor and Narinder Shoker's bankruptcy. Nevertheless, if this Court determines that the relief sought in the Contempt Order is stayed, then the Receiver requests that this Court lift the stays of proceedings to permit it to pursue the Contempt Order.

The Bankruptcy Assignment Order

~~(ll) — The Receiver's review of the Debtor's operations and flow of funds has uncovered a number of transactions for which there are discrepancies and that appear to have been potential transfers at undervalue and preferences within the meaning of the BIA.~~

~~(mm) — In order to maximize recovery for the Debtor's creditors, the Receiver may seek to reverse the potential transfers at undervalue and preferences in accordance with the applicable lookback periods under the BIA.~~

~~(nn) — As described above and in greater detail in the Receiver's First Report, Narinder Shoker has not cooperated with the Receiver's investigation. This lack of cooperation further compromises the ability of the Receiver to act for the benefit of the Debtor's stakeholders.~~

~~(oo) — It is just and convenient to grant the Receiver the ability to assign the Debtor into bankruptcy and to permit the Receiver to act as trustee to preserve the lookback period and afford the Receiver the investigation powers available to a trustee in a bankruptcy proceeding.~~

~~The Asset Recovery Order~~

~~(pp) — The Receiver, as well as its bailiffs, have located certain of the Missing Vehicles at the Lots. While the Receiver has been able to access the Gibraltar Lot and the Guelph Line Lot, the occupants of the Kenderry Lot have refused to grant the Receiver access to those premises, despite the terms of the A&R Receivership Order.~~

~~(qq) — The Receiver requests an Asset Recovery Order that permits the Receiver to access and enter the Lots and Locations and to take stock and possession of vehicles on those premises belonging to the Debtor.~~

~~(rr) — The Receiver requests that this Court direct the local police force and peace officers to assist the Receiver in discharging the terms of the A&R Receivership Order and the Asset Recovery Order.~~

~~(ss) — The parties occupying the Lots have been served with the Receiver's Motion Record.~~

~~The Examination and Production Order~~

~~(tt) — Narinder Shoker has not cooperated with the Receiver's requests for production of the Property and Records of the Debtor, and has failed to furnish complete responses to all of the undertakings given at his examination. Further, the Receiver believes that the following individuals may be in possession of or have knowledge of the location of the Property and Records of the Debtor:~~

~~(i) — Inderjit Walia, who was a logistics manager of the Debtor and who appears to be a manager of GFS International Inc.;~~

~~(ii) — Manmeet Kaur Shoker, the daughter of Narinder Shoker, who is the sole director of GFS International Inc. and AMG Global Forwarding Inc.; and,~~

~~(iii) — Jasvir Kaur Shoker, the former spouse of Narinder Shoker, who is a director and officer of B.J.S. Transport Ltd., and the sole director of AMG Warehousing & Distribution Inc.~~

~~(uu) — The Receiver seeks an Examination and Production Order authorizing the Receiver to examine under oath the above named individuals and requiring those individuals and certain related corporate entities to produce forthwith certain books and records, invoices and other relevant supporting documentation for transactions involving the Missing Vehicles, and to deliver to the Receiver any Property, including the Missing Vehicles, of the Debtor.~~

~~(vv) — The Examination and Production Order also compels Narinder Shoker to answer the outstanding responses to the undertakings given at his examination under oath and to disclose the location of and deliver the Property and Records to the Receiver.~~

~~(ww) — Further, the Examination and Production Order compels Five Star and Bhanu Rana to produce to the Receiver the Policy Binder of the Debtor. To date, Five Star and Bhanu Rana have failed to respond to the Receiver's requests for the Policy Binder.~~

~~(xx) — Inderjit Walia, Manmeet Kaur Shoker, Jasvir Kaur Shoker, Five Star, and Bhanu Rana have been served with the Receiver's Motion Record.~~

Other Grounds

(yy) Sections 69.4 and 243 of the BIA;

(zz) Rules 37, 39, and 60.11 of the *Rules of Civil Procedure* (Ontario); and,

(aaa) Such further and other grounds as the lawyers may advise.

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

(bbb) The Receiver's First Report dated February 28, 2025, including the Appendices and Schedule thereto;

(ccc) The Affidavit of Gail Gilmour, sworn February 18, 2025;

(ddd) The Affidavit of Regan Hoskin, sworn February 24, 2025; ~~and,~~

(eee) The Supplement to the First Report of the Receiver dated March 10, 2025, and the Appendices thereto, found in the Supplemental Motion Record of the Receiver dated March 10, 2025;

(fff) The Second Supplement to the First Report of the Receiver dated April 4, 2025, and the Appendices thereto, found in the Second Supplemental Motion Record of the Receiver dated April 4, 2025;

(ggg) The First Supplement to the Second Report of the Receiver dated May 14, 2025, and the Appendices thereto, including the Second Report; and

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

~~February 28, 2025~~ May 14, 2025

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TO: THE SERVICE LIST

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

AMENDED NOTICE OF MOTION
(RETURNABLE ~~MARCH 11, 2025~~ MAY 20, 2025)

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

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Respondent

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

May 14, 2025

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Overview

1. This report is a first supplement to the Second Report of the Receiver (the **“Supplement to the Second Report”**). This Supplement to the Second Report is prepared in respect of the hearing of the Receiver’s motion seeking an Order finding Shoker and AMG in contempt of court (the **“Contempt Order”**), scheduled to proceed on May 20, 2025. The purpose of this Supplement to the Second Report is to provide the Court with an update on the Receiver’s recovery of assets, specifically Vehicles in the possession of the Police, to provide an update on responses received from Shoker in response to the Order of the Honourable Justice Conway dated April 8, 2025 (the **“April 8 Order”**), and on recent events that took place at 6950 Kenderry Gate, Mississauga, Ontario (the **“Kenderry Lot”**).
2. This Supplement to the Second Report should be read in conjunction with the First Report, the First Supplemental Report, the Second Supplemental Report and the Second Report (collectively the **“Previous Reports”**) and is subject to the restrictions and limitations described therein. A copy of the First Report, the First Supplemental Report, and the Second Supplemental Report are found in 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, respectively. A copy of the Second Report, without appendices, is appended hereto as **Appendix “A”**.
3. Capitalized terms used and not defined in the Supplement to the Second Report have the meanings given to them in the Previous Reports.

Vehicles in Police Custody

4. As explained in the Second Supplemental Report and the Second Report, as part of their ongoing investigations into the re-vinning of vehicles, the Police seized property from the Kenderry Lot that is believed to include AMG’s Property, including the Vehicles.¹

¹ The term “Vehicles” used in this Supplement to the Second Report has the meaning given to it in the First Report.

5. The Police have determined that many of the VINs in respect of the vehicles that were seized are not authentic. The Police have been working with the manufacturers of the vehicles to determine the range of VINs that correspond to the make and model of the various re-vinned vehicles that were seized. The Receiver has been working collaboratively with the Police, and it appears that the Police are prepared to release to the Receiver any vehicles that fall within the range of possible VINs that correspond to registrations made against AMG under the *Personal Property Security Act* (Ontario) (“**PPSA**”) that have been made against AMG by various creditors, including Canadian Western Bank and vehicle financing entities (the “**Financiers**”). While it is impossible to determine the exact VINs of the vehicles, based on the best information available, there appear to be a number of vehicles that are likely property of AMG.
6. The Receiver followed up with a call to the Police and is making arrangements for the release of the Vehicles in the Police’s possession. The Receiver intends to move these Vehicles to a third-party secure location as the fees and other costs charged by the current storage facilities appear, based on the Receiver’s experience, to be excessive.
7. Once the Receiver has control of these vehicles, it intends to hold discussions with the various financiers to understand their views on next steps with respect to the Vehicles.
8. At this time, the Receiver has not had an opportunity to view the Vehicles to understand their condition and their potential valuation.

Recent Events at the Kenderry Lot

9. As noted in the Second Supplemental Report, on March 21, 2025, the Receiver received correspondence from counsel for 1000938708 Ontario Inc., the landlord of the Kenderry Lot (the “**Landlord**”), advising that AMG had defaulted on the terms of its lease agreement for the lease of those premises (the “**March 21 Lease Letter**”). Prior to receiving the March 21 Lease Letter, the Receiver was not aware that AMG was leasing those premises, and had been denied access to the Kenderry Lot.
10. On April 15, 2025 the Receiver, through its external legal counsel, Fasken, sent a letter to counsel for the Landlord advising that the Receiver had no knowledge of the Lease, was not occupying nor had it ever occupied those premises, and had no intention to do so and that, out of an abundance of caution, the Receiver disclaimed the lease (the “**April 15 Letter**”). A copy of the April 15 Letter is attached hereto as **Appendix “B”**.

11. The Receiver attended the Kenderry Lot on April 15, 2025 to meet with the Landlord's representative to view the property that remained onsite after the Police and the Second Bailiff's attendances at those premises, and to determine if any vehicles are the property of AMG. The Receiver determined that one (1) of twenty-one (21) vehicles were registered to AMG. The Receiver is in the process of making arrangements to have this Vehicle removed.
12. On May 9, 2025, the Receiver was notified by the Landlord's counsel and its representative that Shoker attended the Kenderry Lot, blocked access to the yard, and put the current tenant's operations and drivers under threat, unless they were permitted access to the yard to retrieve certain equipment. It is the Receiver's understanding, based on information provided by the Landlord that Shoker was purporting to hold himself out as a representative of AMG for the purposes of gaining access to the Kenderry Lot. It is the Receiver's understanding that Police were called and attended at the location.
13. The Receiver also became aware that on May 9, 2025, Shoker sent an email to the Landlord's representatives from the "shoker@amgfleets.ca" email account (the "**May 9 Email**"). In the May 9 Email, Shoker purports to be an authorized representative of AMG who is able to deal with AMG's assets. The May 9 Email states:

I am writing this email to inform you that we are giving your 30 minutes to remove your vehicles , I have attached court documents as a proof that states court orders to only park vehicles owned or leased by 8438048 Canada Inc.

You can not park any other vehicle that does not belong to 8438048 Canada Inc.

We are informing you about court orders that we MUST follow. Again, informing you to remove all vehicles and govern yourself accordingly.

Thank you

Narinder Shoker

8438048 Canada Inc

14. The May 9 Email appended a copy of the lease agreement for the Kenderry Lot and a screenshot from an unknown document. Attached hereto as **Appendix "C"** is a copy of the May 9 Email.

15. In the Receiver's view, Shoker's actions are in breach of the Examination and Production Order. That Order required that Shoker cease accessing any email accounts used in the course of AMG's business, and that he cease operating and/or holding himself out as AMG or operating the business and affairs of AMG under any other entity. The May 9 Email and his efforts to access the Kenderry Lot on that date under the guise of being an authorized representative of AMG are violations of the Examination and Production Order.

Shoker's Evidence In Advance of the April 8 Hearing

16. In advance of the continuation of the Receiver's motion seeking the Contempt Order, the Debtor and AMG delivered the Affidavit of Narinder Shoker, sworn April 4, 2025 (the "**Shoker Affidavit**"). Amongst other things, the Shoker Affidavit referred to Shoker's evidence given at his examination under oath in support of his theory that bailiffs have taken improper actions to recover vehicles on behalf of leasing entities but retain them for their own benefit.
17. The Receiver has reviewed the Shoker Affidavit, and considered the evidence contained therein in light of the Receiver's asset recovery efforts and investigations to date, the evidence given at Shoker's examination under oath on January 24, 2025, and the information obtained from the relevant stakeholders, including the Financiers. There remain several inconsistencies between the evidence in the Shoker Affidavit, and the information obtained by the Receiver to date. The Receiver has also been able to recover Vehicles that Shoker has asserted were taken by the Financier's bailiffs. For these reasons, the Receiver's view is that the evidence contained within the Shoker Affidavit, and particularly the continued assertion that the bailiffs retained by the Financiers acted with improper purposes in seizing vehicles, is not credible.

Responses to the April 8 Order

18. On April 8, 2025, the Receiver returned to Court to seek the Contempt Order against AMG and Shoker. That Order was not issued. At that hearing, Justice Conway granted 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 "D"** is a copy of the April 8 Order and the corresponding Endorsement.

19. On April 30, 2025, counsel for AMG and Shoker provided to the Receiver two spreadsheets (the **"April 30 Spreadsheets"**) in which Shoker purported to provide updated location information for the Vehicles listed in the registrations against AMG in the PPSA Search Results and for ten (10) Vehicles that have been "paid off" by AMG. The portion of the April 30 Spreadsheets providing location information for the Vehicles listed in the registrations against AMG in the PPSA Search Results largely resembled the information included in the Excel spreadsheet that Shoker provided to the Receiver on December 20, 2024. Attached hereto as **Appendix "E"** is a copy of the April 30 Spreadsheets.
20. The Receiver reviewed the April 30 Spreadsheets and identified several discrepancies between the Receiver's understanding of location information and Shoker's responses. These discrepancies include but are not limited to the following:
 - (a) The April 30 Spreadsheets did not provide location information for the Vehicles listed in searches for AMG's RINs, but for the ten (10) "paid off" Vehicles;
 - (b) Four (4) Vehicles were identified as being located at 1817 Regional Road 97, Flamborough, Ontario (the **"Flamborough Property"**) and were ready to be picked up. The Receiver attended the Flamborough Property on May 2, 2025 and was only able to locate one (1) of the four (4) Vehicles. The Receiver has since removed that Vehicle from the Flamborough Property;
 - (c) Two (2) Vehicles were identified as being located at 7388 Guelph Line, Campbellville, Ontario (the **"Guelph Line"** Lot). Of the two (2) Vehicles identified by Shoker, only one (1) is located at the Guelph Line Lot, and the other has not been located;
 - (d) Four (4) Vehicles were reported as stolen from 455 Gibraltar Drive, Mississauga, Ontario (**"455 Gibraltar"**) on December 26, 2024. Shoker indicated that the police report is identified as #P240409498. The Vehicles were reported as stolen after the issuance of the Receivership Order and Shoker failed to advise that any Vehicles were reported as stolen during his examination under oath on January 24, 2025;
 - (e) Two (2) Vehicles identified by Shoker as being returned to the Receiver are not in the Receiver's possession;
 - (f) Seven (7) Vehicles were identified as having a last known address reported as Vintage Logistics, 18714 West Peak Road, Laredo, Texas. The Receiver is in possession of one (1) of the seven (7) Vehicles reported to be at this location. The Receiver previously contacted Vintage Logistics regarding potential Vehicles in their possession. Vintage Logistics advised that they have no record of any AMG Vehicles at their location;

- (g) Twenty-One (21) Vehicles were identified as either being returned to Daimler or taken by Daimler's bailiff. Two (2) of these Vehicles are in the Receiver's possession and two (2) have been repossessed by Daimler. The Receiver has confirmed with Daimler and its counsel that the remaining seventeen (17) Vehicles are not in Daimler's possession;
 - (h) Fourteen (14) Vehicles were identified as being returned to BVD. Of these fourteen (14) Vehicles, BVD confirmed with the Receiver that they are only in possession of five (5) Vehicles, the remaining nine (9) Vehicle locations remain unknown;
 - (i) Twenty-five (25) Vehicles were identified as being returned to Breadner. The Receiver is in possession of one (1) of the vehicles and has confirmed with Breadner that they have not recovered any Vehicles to date. The Receiver also notes that of the twenty-five (25) Vehicles that were identified as being returned to Breadner, CWB has registrations against AMG under the PPSA in twenty (20) of those vehicles and five (5) have a PPSA registration by Breadner.
 - (j) Two (2) Vehicles were identified as being returned to TFG. The Receiver has confirmed with TFG that they do not have any Vehicles in their possession. Additionally, the Receiver had understood from Shoker's evidence at his examination under oath that one of those Vehicles was destroyed in an accident, and the other had been located in California;
 - (k) Five (5) Vehicles were identified as being returned to Riordan. It is the Receiver's understanding that Riordan is only in possession of three (3) of the five (5) Vehicles;
 - (l) One (1) Vehicle was identified as being returned to Mitsubishi. The Receiver confirmed with Mitsubishi that they were unsuccessful in obtaining possession of the Vehicle;
 - (m) One (1) Vehicle was identified as being returned to Flex-Cap Inc. The Receiver has confirmed with Flex-Cap that they have not recovered the Vehicle; and
 - (n) A forklift was identified as being returned to Vault. The Receiver has confirmed with Vault that they have not recovered the forklift. During his examination under oath, Shoker testified that the forklift was still located at 455 Gibraltar.
21. On May 2, 2025, the Receiver responded to the April 30 Spreadsheets with a spreadsheet that listed all VINs for the Vehicles that the Receiver believes are owned or otherwise financed by AMG, including those that appear under AMG's RINs, and provided the Receiver's understanding in respect of the Vehicles which did not align with Shoker's location comments.

22. On May 12, 2025, Shoker provided an additional spreadsheet (the “**May 12 Spreadsheet**”) that contained limited updated comments on the location of the Vehicles listed in the Receiver’s spreadsheet. The May 12 Spreadsheet included limited comments with respect to the location of the Vehicles listed in the RINs, which were previously missed. The majority of these comments include but are not limited to Shoker identifying that: (i) there are no records with AMG; (ii) the Vehicles were repossessed by the leasing company; and (iii) the Vehicles were sold to B.J.S. Transport. The Receiver is currently investigating these comments. In addition, Shoker did not comment on where the proceeds, if any, from the sale of Vehicles to B.J.S. Transport were deposited.
23. Attached hereto as **Appendix “F”** is a chart outlining all Vehicles known to the Receiver to date, comparing Shoker’s responses regarding their locations to the Receiver’s understanding of locations.
24. In the Receiver’s view, Shoker has failed to comply with his obligations under the April 8 Order as he has failed to provide to the Receiver the information and/or delivery of documents required under that Order. Shoker has failed to provide the additional following information to the Receiver:
 - (a) Shoker has not delivered any ownership documents to the Receiver;
 - (b) The location information in respect of many of the Vehicles that are not in the Receiver’s possession is insufficient and fails to include information by which the Receiver can independently verify Shoker’s assertions about their whereabouts;
 - (c) As noted above, some information contained in the April 30 Spreadsheets is inconsistent with evidence Shoker gave under oath at his examination on January 24, 2025;
 - (d) The April 30 Spreadsheets and May 12 Spreadsheet lack sufficient details and supporting information from third parties as to what happened to the Vehicles that Shoker alleges were returned to their respective leasing entities and/or seized by their bailiffs; and
 - (e) The Receiver is aware that AMG purportedly transferred twelve (12) trailers to B.J.S. Transport, yet he has not provided the Receiver any details with respect to the purported transfer of those Vehicles, including but not limited to, where the proceeds of sale in connection with any such transfers were deposited. The Receiver was only able to obtain the bills of sale in respect of those transactions from the Canada Revenue Agency, and to this date has been unable to locate the deposit of the proceeds of sale from that transaction.

25. Further, the recent events at the Kenderry Lot on May 9, 2025 are indicative of breaches of the Examination and Production Order. That Order required that Shoker cease accessing any email accounts used in the course of AMG's business, and that he cease operating and/or holding himself out as AMG or operating the business and affairs of AMG under any other entity. The May 9 Email and his efforts to access the Kenderry Lot on that date under the guise of being an authorized representative of AMG are violations of the Examination and Production Order.
26. In the Receiver's view, Shoker continues to frustrate the Receiver's ability to recover AMG's Property and remains in breach of the A&R Receivership Order. The limited recovery of assets to date has only been possible through the extraordinary efforts of the Receiver, the Bailiffs engaged by the Receiver, and the involvement of the Police.

All of which is respectfully submitted this 14th 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**

B E T W E E N:

CANADIAN WESTERN BANK

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 B

FASKEN

Fasken Martineau DuMoulin LLP
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April 15, 2025

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By email (ijunejo@kmblaw.com)

Imdad Junejo
KMB Law
3 Robert Speck Parkway, Suite 900
Mississauga, Ontario
L4Z 2G5

Dear Mr. Junejo:

**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 (the “**Receivership Order**”), 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 are in receipt of your letters dated March 21, 2025 and April 7, 2025, from which we understand that AMG was leasing the premises municipally known as 6950 Kenderry Gate, Mississauga, Ontario (the “**Kenderry Premises**”) from your client, 1000938708 Ontario Inc., pursuant to a lease agreement dated as of September 20, 2024 (the “**Lease**”).

Prior to receipt of your letters, BDO, in its capacity both as Receiver and Trustee, had no knowledge of the Lease and did not elect to retain the Lease. In fact, the Receiver had previously attempted to gain access to the Kenderry Premises and was denied entry by the occupants on the basis that it had no right to access the premises which was leased by a third party.

Any action taken by AMG in connection with the Lease after the date of the Receivership Order was done without the Receiver's approval or knowledge. The Receiver confirms that it is not occupying, nor has it ever occupied, the Kenderry Premises, and has no intention to do so. Out of an abundance of caution, the Receiver hereby provides you with notice that it is disclaiming the Lease. The Receiver will attend the Kenderry Premises on April 15 and/or April 16, 2025 to take stock of any AMG property that may be located at the Kenderry Premises and to arrange for any such property to be removed.

The Receiver continues to investigate AMG and its property and assets, and we request that you provide the Receiver with copies of cheques your client received for rent payments from AMG to date.

Sincerely,

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to read 'Dylan Chochla', with a stylized, flowing script.

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)

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,

- (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 stylized and appears to read 'M. Black'.

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:

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 Dylan Chochla (LSO: 621371) dchochla@fasken.com Tel. 416 868 3425 Jennifer L. Caruso (LSO: 79321K) jcaruso@fasken.com Tel. 416 865 4471 <i>Lawyers for the Receiver, BDO Canada Limited</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 date 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):

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

Provide relevant details:

[Other] Financial Mismanagement

ASSETS

(totals from the list of assets as stated and estimated by bankrupt/debtor)

1. Cash on hand		0.00
2. Deposits in financial institutions		0.00
3. Accounts receivable and other receivables		
Total amount	10,610.00	
Estimated realizable value	10,610.00	10,610.00
4. Inventory		0.00
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

LIABILITIES

(totals from the list of liabilities as stated and estimated by bankrupt/debtor)

1. Secured creditors	8,046,957.00
2. Preferred creditors, securities, and priorities	0.00
3. Unsecured creditors	7,034,186.77
4. Contingent, trust claims or other liabilities estimated to be provable for	0.00
Total liabilities	15,081,143.77
Surplus	7,034,186.77

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	☐	Other - Various Trucks and Trailers	100.00	6,481,533.00	6,481,533.00	0.00	☐
502	Other personal property	n/a	☐	Other - Loan Receivable	100.00	1,554,814.00	1,554,814.00	0.00	☐
1301	Accounts receivable	500 - 20 Wellington St. E., Toronto, ON, M5E 1C5	☐	Debts Due - Business - Accounts Receivable	100.00	10,610.00	10,610.00	0.00	☐
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	☐
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	☐
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	☐
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	☐
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	☐
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	☐
7	CRA - Tax - Ontario	Shawiniga n-Sud National Verification and Collection Centre 4695 Shawiniga n-Sud Blvd Shawiniga n-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	☐

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

Notarized Shaker

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	☐
9	Daimler 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	☐
10	England Carriers Services	PO Box 27588 Salt Lake City UT 84127 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	☐
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	☐
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	☐
13	Flex-Cap Inc.	9 Ruedes Tournols Blainville QC J7C 4Y2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	☐
14	Just Trux	1093 Lorimer Dr. Mississauga ON L5S 1M5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	☐
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	☐

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	☐
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	☐
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	☐
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	☐
20	R&S Trailer Leasing Limited	5185 Fountain Street North Brantford ON N0B 1M0	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	☐
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	☐
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	☐
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	☐
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	☐

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

Data

Harinder Shoker

FORM 78 -- Concluded

	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=JParisi@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

BDO Canada Limited / BDO Canada Limitée
20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210
Fax: (416) 865-0904
email:tmontesano@bdo.ca

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.

APPENDIX C

From: **shoker** <shoker@amgfleets.ca>

Date: Fri, May 9, 2025, 2:08 p.m.

Subject: 6950 Kenderry Gate

To: Neel Kumar <finance@bpsupplychain.com>, Anoop Kular
<anoopk@bpsupplychain.com>

Cc: Anurag Arun <sales@bpsupplychain.com>, Devansh Kalia <csr@bpsupplychain.com>,
dispatch@bridgeconnectinc.ca <dispatch@bridgeconnectinc.ca>

Good afternoon,

I am writing this email to inform you that we are giving your 30 minutes to remove your vehicles , I have attached court documents as a proof that states court orders to only park vehicles owned or leased by 8438048 Canada Inc.

You can not park any other vehicle that does not belong to 8438048 Canada Inc.

We are informing you about court orders that we MUST follow. Again, informing you to remove all vehicles and govern yourself accordingly.

Thank you

Narinder Shoker

8438048 Canada Inc

LEASE AGREEMENT

DS
MR

Authentic
NS

THIS LEASE dated the 20th day of September, 2024,

BETWEEN:

1000938708 ONTARIO INC.,
(hereinafter called the "**Landlord**")

OF THE FIRST PART

-and-

8438048 CANADA INC.
(hereinafter called the "**Tenant**")

OF THE SECOND PART

ARTICLE I LEASE SUMMARY

Section 1.01 Lease Summary. The following is a summary of some of the Basic Terms of this Lease, which are elaborated upon in the balance of this Lease. For details of the terms referred to below, recourse should be had to the balance of this Lease. This Section 1.01 is for convenience and if a conflict occurs between the provisions of this Section and any other provisions of this Lease, the other provisions of this Lease shall govern.

- (a) **Premises:** The Lands and the Building municipally known as 6950 Kenderry Gate, Mississauga, ON
- (b) **Rentable Area of the Building:** Approximately 3.73 acres and 9,342 square feet (flex building).
- (c) **Initial Term:** three (3) years.
- (d) **Commencement Date:** January 1, 2025
- (e) **Expiry Date:** December 31, 2027
- (f) **Base Rent:**

Term	Per Annum +HST	Per Month + HST
January 1, 2025 – December 31, 2025	\$990,000.00	\$82,500.00(January 2025 is rent free period)
January 1, 2026 – December 31, 2026	\$1,024,650.00	\$85,387.50
January 1, 2027 – December 31, 2027	\$1,060,512.72	\$88,376.06

DS
MR

Authentic
NS

The Base Rent payable by the Tenant under this Lease shall be inclusive of all amounts owed for realty taxes, maintenance, and the Landlord's insurance premiums. Accordingly, the Tenant shall not be responsible for any additional payments related to realty taxes, common area maintenance costs, or the Landlord's insurance premiums, as such costs are included in the Base Rent.

- (g) **Use of Premises/Permitted Use:** Truck Terminal, general warehouse and repair shop, and offices for management and ancillary uses but no other use or purpose.
- (h) **Extended Term:** one (1) additional term of three (3) years; or five (5) years upon mutual agreement at the time of exercise of the Extension Option (the "**Extended Term**" and defined below).

Section 1.02 Schedules. All Schedules to this Lease are incorporated into and form an integral part of this Lease.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. The terms defined in this ARTICLE II shall have the following meanings whenever used in this Lease:

"Additional Rent" shall mean all monetary obligations, other than Base Rent, of the Tenant whether to the Landlord or otherwise under the terms of this Lease, whether or not specified as Additional Rent herein.

"Affiliate" has the meaning given to such term in the *Business Corporations Act*, R.S.O. 1990, c. B.16 (OBCA) in force as of the date of this Lease.

"Alterations" shall mean any change, alteration, addition, or improvement to the Premises following completion of the initial Tenant Improvements.

"Authorities" shall mean any government, governmental agency, board, branch, department or other governmental authority, whether federal, provincial or municipal, having jurisdiction over all or part of the Premises or the Parties.

"Base Rent" shall have the meaning set forth in Section 1.01(f) and payable by the Tenant in accordance with Section 4.02 hereof.

"Basic Terms" means those terms of this Lease set out in Section 1.01 hereof.

"Building" shall mean the building or buildings including all fixtures, improvements and amenities located on the Lands.

"Building Standard" means the reasonable standards and practices adhered to and observed from time to time by prudent owners and operators of similar good class industrial buildings in the vicinity of the Premises comparable with the Premises and in applying such standards and practices to the Premises at any particular time during the Term (and any extension thereof) the age of the Premises shall be taken into consideration.

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"Business Day(s)" shall mean any day of the week excluding Saturday, Sunday and statutory holidays in the province in which the Premises are situate and "day" shall mean a calendar day.

"Capital Taxes" means the taxes or excises imposed by any and all taxing Authorities having jurisdiction upon the Landlord based upon or computed by reference to the capital employed or invested by the Landlord in the Lands, the Building and improvements thereon.

"Commencement Date" shall have the meaning set forth in Section 1.01(d).

"CTA" shall mean the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7, as amended, including any further amendments thereto, or any statute which replaces or supersedes the CTA.

"Encumbrances" means any and all charges, liens, registrations, clouds, or defects in title, access deficiencies, zoning deficiencies, other impediments to development, or any other thing or matter affecting the Premises that would be considered at common law or by statute as an "encumbrance".

"EPA" shall mean the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended from time to time, or any statute which replaces or supersedes the EPA.

"Environmental Laws" means any and all applicable Laws as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree, or judgment, regulating, relating to, or imposing liability or standards of conduct concerning protection of the environment or, to the extent relating to exposure to substances that are harmful or detrimental to the environment, or human health or safety, including the EPA, and all other legislation, regulations and applicable orders, decisions or the like rendered by any Authority relating to any Hazardous Substances.

"Event(s) of Default" shall have the meaning set forth in Section 14.01 hereof.

"Expiry Date" shall have the meaning set forth in Section 1.01(e), as same may be extended by any Extended Terms, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

"Extended Term" shall mean any extension of the Term pursuant to a right granted to the Tenant under Section 19.01 hereof or otherwise agreed to by the Parties.

"Extension Option" shall mean, collectively, the options to extend the Term for the First Extended Term and Second Extended Term contemplated in Section 19.01 hereof.

"Fair Market Base Rent" shall mean the arm's length fair market annual rental rate under renewal leases entered into on or about the date on which the Fair Market Base Rent is being determined hereunder for space comparable to the Premises taking into consideration size, age and location.

"Force Majeure Event" means any act of God, flood, fire, earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, Health Emergency, epidemic, pandemic, quarantine, or any similar events whatsoever not within the reasonable control of the party affected, but only if and to the extent that: (i) such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party; and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this

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Lease but lack of funds on the part of such party shall be deemed not to constitute a Force Majeure Event, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations under this Lease and to mitigate the consequences thereof.

"**GAAP**" shall mean generally accepted accounting principles in effect from time to time.

"**Hazardous Substances**" shall mean those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants.

"**Health Emergency**" means a situation in which the Landlord determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority, that occupants, Tenants, invitees or contractors working in or on the Premises are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health including, by way of example, severe acute respiratory syndrome (SARS) virus, the 2009 H1N1 flu and the 2019 novel coronavirus disease (COVID-19).

"**HST**" shall mean all goods and services taxes and/or harmonized sales tax exigible under the *Excise Tax Act*, R.S.C. 1985, c. E-15, sales taxes, use, consumption, value-added taxes, multistage taxes, business transfer taxes or other similar taxes, rates, duties, levies or fees assessed, levied, rated, charged or imposed on the Landlord or the Tenant in respect of this Lease, Rent, the rental of space under this Lease or the goods and services provided by the Landlord hereunder, calculated in accordance with applicable legislation.

"**HVAC**" shall mean the heating, ventilation and air conditioning systems.

"**Initial Term**" shall have the meaning set forth in Section 1.01(c).

"**Interest Rate**" shall mean the Prime Rate plus five percent (5%) per annum but, in no event, in excess of the maximum permissible interest rate then in effect in Canada.

"**Land**" shall mean the lands and premises identified in **Schedule A** hereof.

"**Laws**" shall mean all laws, bylaws, statutes, and ordinances (including building codes and zoning ordinances and regulations), rules, orders, ordinances, rulings, decrees, guidelines, policies, directives, and requirements of all Authorities, whether now or hereafter in force, respecting the use, condition and occupation of the Premises and all Leasehold Improvements, trade fixtures, furniture, fixtures, equipment and contents thereof, and which may be applicable to the Premises, or any part thereof, including, without limitation, any reciprocal easement, covenant, restriction, or other agreement, restriction of easement of record affecting the Premises as of the date of this Lease or subsequent thereto.

"**Lease**" shall mean this lease agreement between the Landlord, as landlord, and the Tenant, as tenant, as amended, amended and restated, renewed, extended, supplemented, replaced, or otherwise modified from time to time.

"**Leasehold Improvements**" means all fixtures, improvements, installations, Alterations and additions now or from time to time hereafter made, erected or installed, whether by the Tenant, the Landlord or anyone else, in the Premises with the exception of trade fixtures, racking, and furniture and equipment not of the nature of fixtures, but includes all of the following, whether or not any of the same are in fact

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Tenant's or trade fixtures and whether or not they are easily disconnected and moveable: doors, immovable partitions and hardware; mechanical, electrical and utility installations; carpeting, other affixed floor and window coverings and drapery hardware; decorations; HVAC equipment; lighting fixtures; built-in furniture and built-in furnishings; counters in any way connected to the Premises or to any utility services located therein.

"Operating Expenses" shall have the meaning set forth in Section 5.01 hereof.

"Permitted Encumbrances" means all those Encumbrances listed in the schedule annexed to this Agreement as Schedule D if applicable.

"Permitted Use" shall have the meaning set forth in Section 1.01(g).

"Premises" shall mean the Lands, together with the Building and all other structures, improvements, equipment and facilities of any kind erected or located on the Lands from time to time with approximately 3.73 acres and 9,342 square feet located in the Building and the Lands.

"Prime Rate" shall mean the rate of interest per annum established and published as its prime lending rate from time to time by the Landlord's bank, or any successor thereto.

"Rent" shall mean Base Rent and Additional Rent.

"Second Extended Term" has the meaning set forth in Section 19.01(b) hereof.

"Structure" means the structural elements of the Building, including the foundation, exterior wall assemblies including weather walls, load bearing walls, floor slab, roof, roof deck, and structural columns.

"Taxes" means all taxes, rates, duties, levies, fees and assessment whatsoever (imposed by any and all taxing Authorities having jurisdiction) levied, charged or assessed upon the Rents or the Premises or upon any part or parts thereof and all improvements now or hereafter erected or placed on the Lands or charged on account thereof, including but not limited to local improvement charges (but excluding profit and excess profit taxes and taxes assessed upon the inform of the Landlord). In addition to the foregoing, Taxes shall include any and all taxes, charges, levies or assessments which may in the future be levied, charged or assessed in lieu thereof or in addition thereto.

"Tenant" shall mean the entity defined as such in the first paragraph of this document, and its permitted successors and permitted assigns.

"Term" shall mean the Initial Term and any Extended Terms.

"Transfer" shall have the meaning set forth in Section 11.01 hereof.

"Transferee" shall have the meaning set forth in Section 11.01 hereof.

ARTICLE III LEASE OF PREMISES AND TERM

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Section 3.01 Premises. In consideration of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby leases to Tenant, and the Tenant hereby leases from the Landlord, the Premises.

Section 3.02 Term. The Term of the Lease shall begin on the Commencement Date and end on the Expiry Date (as such Term may be extended pursuant to Section 19.01 hereof), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Laws.

Section 3.03 Acceptance of Premises. The Tenant acknowledges that it has inspected the Premises, the Leasehold Improvements and that the existing improvements, if any, are acceptable except as otherwise provided in Schedule C herein. Upon completion of the items set out in Schedule C, the Landlord shall provide the Tenant with notice of such completion, after which the Tenant shall have five (5) days to inspect the Premises before taking possession, subject to Section 4.03. During this inspection period, the Tenant may confirm that the items in Schedule C have been completed to its reasonable satisfaction. The Tenant acknowledges that it is taking possession of the Premises on an "as is" basis and that neither the Landlord, the Landlord's Broker, nor any of the Landlord's agents, has made any oral or written representations or warranties expressed or implied of any kind whatsoever in respect of the Premises, including in connection with the condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Premises. The Landlord represents and warrants that, to the best of its knowledge, the Premises are in compliance with all applicable laws, regulations, and codes, and the Landlord is not aware of any non-compliance with such laws, regulations, or codes

Section 3.04 Quiet Enjoyment. The Landlord covenants and agrees that, if and so long as the Tenant pays the Rent and all other amounts payable under this Lease and observes and performs all provisions of this Lease that are to be complied with by the Tenant, the Tenant may peaceably and quietly enjoy the Premises for the Term without interruption or disturbance by the Landlord or any person acting by, through or under the Landlord, subject always to the Landlord's rights under the provisions of this Lease and the Permitted Encumbrances.

Section 3.05 Tenant Fixturing Period. From the date of delivery of the Premises to the Tenant in the condition required by this Lease until the Commencement Date (but not including the Commencement Date), provided:

- (a) The Tenant has executed the Lease in a form acceptable to the Landlord;
- (b) The Tenant has provided the Landlord with evidence of insurance in accordance with the terms of the Lease
- (c) The Landlord has substantially completed any Landlord's Work in Schedule C;
- (d) The Tenant has provided all deposits and other security required under the Lease;
- (e) The Landlord and Tenant have mutually agreed in the past and signed the first lease agreement which was determined to commence on December 01, 2024 ("Commencement Date"). In anticipation of this, the Tenant had provided notice to their previous landlords to vacate their current premises by November 30, 2024, thereby facilitating the transition to the new lease as of the Commencement Date of January 1, 2025

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- (f) From December 10 2024, the Tenant shall be granted access to the truck parking, trailer parking for about 30-35 parking spots and dock area for the purposes of conducting fixturing activities ("Fixturing Period"). During the Fixturing Period, which shall commence on the Commencement Date and extend for the duration necessary for fixturing, no rent shall be payable by the Tenant, except services provided by the Landlord and used by the Tenant for the Premises. The month of January is a rent free period for tenant where no rent will be paid to do necessary fixturing.
- (g) During this time period, the Tenant shall be bound by all the provisions of this Lease, and this arrangement is made by mutual consent of both the Landlord and the Tenant, forming an integral part of this agreement.

The Tenant, at its sole expense, shall perform and complete the Tenant's Work in accordance with and as described on Schedule C (and other relevant provisions of this Lease). During such time period, provided no Event of Default has occurred and is continuing, the Tenant shall not be required to pay Base Rent and Additional Rent, except that Tenant shall pay the costs of all utilities consumed by the Tenant and Landlord's services used by the Tenant for the Premises. During such time period, the Tenant shall be bound by all the provisions of this Lease, except for the requirement to pay Base Rent and Additional Rent as set out in this Section 3.05.

ARTICLE IV RENT

Section 4.01 Rent. The Tenant shall pay to the Landlord, at such address as shall be designated from time to time by the Landlord in writing during the Term, in lawful money of Canada without any demand, set off, abatement, compensation or deduction whatsoever, on the days and at the times specified herein, Rent.

Section 4.02 Base Rent.

- (a) Commencing on the Commencement Date, the Tenant shall pay to the Landlord a fixed minimum annual rent ("**Base Rent**") for each year of the Initial Term in the annual amount(s) described as Base Rent in Section 1.01(f) hereof, to be paid in equal monthly instalments as described as Base Rent in Section 1.01(f) hereof, in advance on the first day of each month during the Term, without notice or demand.
- (b) Base Rent due for any period of less than twelve (12) months (or any monthly installment of Base Rent due for any period of less than a full month) shall be appropriately apportioned based upon a 365-day year (or based upon the number of days in such month).
- (c) Notwithstanding anything to the contrary contained herein, if the Landlord's Work is not completed by January 31, 2025, the Tenant shall only be obligated to pay for taxes, maintenance, and insurance ("**TMI**") and the cost of utilities consumed for the month of January 2025.

Section 4.03 Delay in Possession.

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In the event that construction of the Landlord's Work which includes the repair shop and office is delayed beyond January 31, 2025, the Tenant shall be responsible for the payment of shall only be obligated to pay for taxes, maintenance, and insurance ("TMI") and the cost of utilities consumed for the month and Trailer Parking at \$37,500.00 per month, and Truck Parking at \$11,000.00 per month, commencing from the date each Component of the work is completed and possession is granted to the Tenant. Upon the Tenant being granted possession of the Components, Tenant shall resume payment of Base Rent except the warehouse which is \$7,500 as described in Section 1.01(f). The warehouse rent and lease will start when it will be completed and possession will be granted to the tenant.

Section 4.04 Calculation of Base Rent.

- (a) The Base Rent set out in Section 4.02 and Section 1.01(f) hereof, shall not be adjusted based on the Rentable Area of the Building or the area of the Lands.
- (b) If the Tenant is entitled to and properly exercises its Extension Option in accordance with the terms of Section 19.01 of this Lease, the Base Rent payable with respect to the Extended Term shall be an amount as determined pursuant to Section 19.01(c) hereof.

Section 4.05 Additional Rent.

- (a) The Tenant shall pay to the Landlord all Additional Rent that is payable to the Landlord pursuant to the terms and conditions of this Lease within five (5) days after written demand therefore from the Landlord, unless a different time period is specified in this Lease.
- (b) The Tenant shall pay all Additional Rent owing to any supplier of utilities, supplies or other directly and promptly provide the Landlord, upon reasonable request, proof of payment thereof.

Section 4.06 Payments of Base Rent and Additional Rent. All Base Rent and Additional Rent (such Additional Rent that is due and owing to the Landlord pursuant to the terms and conditions of this Lease) shall be paid, without notice or demand, except as otherwise specifically provided in this Lease:

- (a) by cheque, made payable to the Landlord at such address as shall be designated from time to time by the Landlord in writing during the Term (and any extension thereof) or to such other parties and at such other addresses as the Landlord shall direct by notice to the Tenant from time to time;
- (b) at Landlord's or Tenant's option (at any time upon not less than five (5) days' prior written notice), by wire transfer of immediately available funds to an account at a bank designated by the Landlord in writing; or
 - (i) by any other method reasonably requested by the Landlord. At the Landlord's option, Landlord may require the Tenant to participate in a pre-authorized payment plan or to deliver, at the beginning of a Lease Year, a series of monthly post-dated cheques for Base Rent and/or Additional Rent for a Lease Year.

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Section 4.07 Security Deposit. At the time of Tenant's execution of this Lease, Tenant shall deliver the sum of one hundred ninety-three thousand eighty nine dollars and ninety five cents (\$193,089.95) (the "**Security Deposit**") representing the first and last month's Base Rent plus applicable taxes to Landlord to be applied first to the Rent due and payable for the first month of the Term and the remainder to be held as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion and upon notice to the Tenant, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall, within five (5) days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit. Provided the Tenant is not in default under the Lease at the expiry of the Term or any extension thereto, the Security Deposit shall be applied to last month's Rent.

Section 4.08 Late Payment. If any payment of Rent, or any other charge or expense payable under this Lease is not received by the Landlord on the applicable due date, the Tenant shall pay to the Landlord, as Additional Rent, interest on the overdue amount to the Landlord at the Interest Rate. Such overdue payment shall bear interest from the applicable due date, without regard to any grace period, until the date such payment is received by the Landlord. Such payment shall be in addition to, and not in lieu of, any other remedy the Landlord may have.

Section 4.09 Payment of Sales Tax/HST. During the Term (and any extension thereof), the Tenant shall pay the full amount of all HST, sales, use, excise, and rental taxes levied, assessed, or payable for or on account of this Lease, or the rent payments contemplated by this Lease, or the rents and other sums of money payable under or by virtue of the Lease. Such payments shall be made directly to the Landlord together with and at the same time as Rent, or otherwise as provided by Law. For greater certainty, HST shall be payable at the same time as the Tenant pays Rent to the Landlord.

ARTICLE V OPERATION OF PREMISES AND OPERATING EXPENSES

Section 5.01 Operation of Premises. The Tenant shall be responsible and shall actively and diligently throughout the Term (and any extension thereof) pay and perform all managerial, administrative and operation functions relating to the Premises and this Lease, to be managed and maintained to Landlord's requested reasonable standard and performed in the same manner as would a prudent owner. Without limiting the generality of the foregoing, the Tenant shall perform and pay for, subject to any other provision in this Lease:

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- (a) All costs and expenses for the operation, maintenance, repair, replacement and management of and related to the Premises and all improvements thereon (except for structural elements), and the Tenant shall attend to same on a timely basis and in such a manner as would a prudent owner of a property such as the Premises, and in order that the Premises shall be operated and kept to Building Standard;
- (b) All obligations of the Landlord in consequence of its interest in the Premises, such as landscaping, fences, gates, sprinkler systems and maintaining all outside areas and maintaining, cleaning and clearing of ice and snow from municipal sidewalks, adjacent property and the like, policing, supervision and traffic control.

ARTICLE VI TAXES

Section 6.01 Taxes Payable by Tenant. During the Term (and any extension thereof), the Tenant shall pay:

- (a) The Taxes charged on the Premises of a kind and nature not relating to real property taxes for which the Landlord is responsible under the Lease;
- (b) All Taxes charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in the Premises or any part thereof;
- (c) Every Tax which is levied, rated, charged or assessed against or in respect of every business carried on in the Premises or in respect of the use or occupancy thereof by the Tenant and every subtenant or licensee of the Tenant or against the Landlord on account of its interest in the Premises, and whether in any case, any such Taxes are rated, charged or assessed by any federal, provincial, municipal, school or other body during the Term; and
- (d) The full amount of all HST as provided for in Section 4.08 of this Lease.

In any calendar year of the Term in which the Tenant does not lease the Premises for the entire twelve-month period, the Tenant shall only be responsible for its pro rata share of the applicable Taxes.

Section 6.02 Payment of Tenant's Tax Obligations.

- (a) During the Term, the Tenant shall be responsible to:
 - (i) Pay promptly directly to the relevant taxing authority as and when due all Taxes that are levied, rated, charged or assessed from time to time, in respect of the Premises that are not related to real property tax bill or assessment notice rendered by any lawful taxing authority;
 - (ii) Promptly deliver to the Landlord receipts evidencing the payment of all such Taxes and such other information in connection therewith as the Landlord reasonably requires.

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- (b) The Tenant shall pay all Taxes when they become due and payable, before any interest, penalty, fine or cost may be imposed for late or non-payment, to the department, office or bureau charged with their collection. If the Tenant should fail to pay any Taxes as required under this Section 6.02, the Landlord shall have the right to pay such Taxes at the Tenant's expense, and the Tenant shall pay to the Landlord as Additional Rent, upon demand, all costs and expenses incurred therefor.
- (c) Notwithstanding any other section of this Lease, the amount payable by the Tenant under this Section 6.02 shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.
- (d) Upon expiry or earlier termination of the Term, the Landlord shall pay to the Tenant any overpayment or accrued credit balance of the Taxes paid by the Tenant to the taxing authority by the Tenant. Notwithstanding the foregoing, the Tenant acknowledges that there may be a delay in the invoicing of property taxes and business taxes for the Land or Premises for the last year of the Term and that for the last year of the Term, the Tenant shall be responsible for payment of its pro-rata share.

Section 6.03 Contest of Taxes. The Landlord, acting reasonably, may contest any Taxes and appeal any assessments related thereto and may withdraw any such contest or appeal or may agree with the relevant Authorities on any settlement in respect thereof. The Tenant will co-operate with the Landlord in respect of any such reasonable contest and appeal and shall provide to the Landlord such information and execute such documents as the Landlord reasonably request to give full effect to the foregoing. If the Tenant desires to contest any Taxes or appeal any assessments related thereto, it shall not do so without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. The Tenant shall promptly upon request pay all reasonable costs and expenses, including without limitation legal expenses incurred by the Landlord arising out of such contest or appeal by the Landlord or the Tenant, and indemnify the Landlord against all costs, liabilities or damages incurred by the Landlord arising out of such contest or appeal by the Landlord or the Tenant. While any such contest or appeal by either the Landlord or the Tenant is in progress, the Tenant shall continue to pay the Taxes as if such contest or appeal had not been commenced.

ARTICLE VII USE

Section 7.01 Permitted Use. The Tenant shall use the Premises only for the Permitted Use and shall not use the Premises for any other purposes. The Tenant acknowledges that the Landlord is making no representation or warranty as to the Tenant's ability to use the Premises for its intended use and the Tenant shall, prior to executing this Lease, perform such searches and satisfy itself that its use is permitted under applicable Laws.

Section 7.02 Waste and Nuisance.

- (a) The Tenant shall not cause, or knowingly suffer or permit any waste or damage to the Premises or Leasehold Improvements nor permit any overloading of the floors thereof and shall not use or knowingly permit to be used any part of the Premises for any dangerous, noxious or offensive activity or goods except in the ordinary course of the

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Permitted Use. The Tenant shall take every reasonable precaution to protect the Premises from risk of damage by fire, water or the elements or any other cause.

- (b) The Tenant shall conduct its business on the Premises in keeping with the Building Standard, except in the ordinary course of the Permitted Use. The Tenant shall not use or permit to be used any part of the Premises for any dangerous, noxious or offensive trade or business nor use the Premises in any manner which, in the opinion of the Landlord acting reasonably, is detrimental to the Premises, nor keep, sell, use, handle or dispose of any goods or things which may be objectionable nor cause or maintain any nuisance in, at or on the Premises nor cause any annoyance, nuisance or disturbance to the occupiers or owners of any adjoining lands. To that end, the Tenant covenants and agrees that it shall not cause, suffer or permit any fumes, odours, noise or other element, any of which is determined by the Landlord, acting reasonably, to be a nuisance or disturbance, to emanate from the Premises; if the Landlord, acting reasonably, determines that any such fumes, odours, noise or other element is emanating from the Premises in such manner as to cause any nuisance or disturbance, the Tenant shall forthwith, upon notice from the Landlord, cause same to be rectified.

Section 7.03 Waste Removal. The Tenant shall not allow any refuse, garbage, or any loose, objectionable material to accumulate in or about the Premises and will at all times keep the Premises in a clean and neat condition in accordance with Building Standard. The Tenant, at its expense, shall at all times comply with the Landlord's reasonable rules and regulations regarding the separation, removal, storage and disposal of waste for the Premises. The Tenant shall be responsible for all costs of removal of waste from the Premises, and all waste from the Premises shall be kept in appropriate containers within the Premises in compliance with Laws.

Section 7.04 Compliance with Laws.

- (a) The Tenant shall be solely responsible for obtaining from all relevant Authorities all necessary permits, licences and approvals as may be necessary to permit the Tenant to hold this Lease and to occupy the Premises and conduct its business thereon, as required by all Laws, including without limiting the generality of the foregoing, any necessary extra-provincial license, any necessary licence under applicable legislation and any necessary approvals under the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), or any similar legislation.
- (b) The Tenant shall be responsible for and shall comply at its own expense with all Laws and the Tenant shall promptly perform all necessary repairs, Alterations, changes and improvements to the Premises and the Tenant's business, use, or occupancy thereon in order to comply with such Laws.

Section 7.05 Signs. The Tenant covenants and agrees not to erect, install, display or affix any sign or signs on the Lands or any part of the exterior of the Building without the prior written approval of the Landlord, not to be unreasonably withheld, and subject to applicable municipal and other governmental regulations. The Tenant shall, unless the Landlord requires otherwise, remove all such signage at the expiration of the Term, or other sooner termination thereof, and forthwith repair all damage which may be caused or occasioned by such affixing and/or removal and this covenant shall survive the expiry or other termination of the Term.

ARTICLE VIII ENVIRONMENTAL MATTERS

Section 8.01 Hazardous Substances. The Tenant covenants with the Landlord that it shall not use or permit or suffer the use of the Premises or any part thereof to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce, process or contain any Hazardous Substance except in strict compliance with all Environmental Laws, including, without limitation, the EPA and all other Environmental Laws in respect of environmental, land use, occupation or health and safety matter. In the event the Tenant fails to comply with any such Environmental Laws, the Landlord may, but shall not be obligated to, do such things as necessary to effect such compliance, and all costs and expenses incurred by the Landlord in so doing, together with an administration charge equal to fifteen percent (15%) of such costs and expenses, shall be payable forthwith by the Tenant to the Landlord as Additional Rent.

Section 8.02 Communication of Orders, Directives or Notices. The Tenant covenants with the Landlord that it shall forthwith notify the Landlord upon receipt of any order, directive, notice or other communication whatsoever received from any governmental or other authority relating to any Environmental Laws, which notice shall be accompanied by a copy of such order, directive, notice or other communication and the Tenant shall keep the Landlord advised on a weekly basis of the Tenant's progress in complying with same.

Section 8.03 Landlord Access. The Landlord, acting reasonably, shall be entitled at any time or times upon prior written notice and during business hours to inspect the Premises and to conduct such other investigations as in its sole discretion it deems necessary for the purpose of satisfying itself as to compliance by the Tenant with all Environmental Laws and with all provisions of this Lease. Without limiting the generality of the foregoing, the Landlord, acting reasonably, shall have the right upon prior written notice and during business hours to conduct such physical inspections of the Premises and examination of documentation relating to the Premises and the conduct of business thereon by the Tenant, as it may deem necessary and for such purpose the Tenant shall produce, at the offices of the Tenant, all of its relevant files, books, records, statements, plans and other written information in the Tenant's possession relating to the operations of the Tenant thereon, provide that all of such information shall be used by the Landlord solely for the purpose of ensuring compliance by the Tenant with the provisions of this Lease and shall otherwise be kept strictly confidential. In exercising its rights hereunder, the Landlord covenants to use reasonable best efforts to minimize interference with the Tenant's use and enjoyment of the Premises.

Section 8.04 Indemnification re: Environmental Matters by the Tenant.

The Tenant covenants with the Landlord that it shall indemnify and save harmless the Landlord and all of its servants, agents, employees, officers, and directors, contractors and persons for whom the Landlord is at law responsible, against any and all liabilities, claims, damages, interests, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever, including without limitation costs of professional advisors and consultants and experts in respect of investigation, remedial action and clean-up costs and expenses, arising in any manner whatsoever out of:

- (a) Any breach by the Tenant of any provisions of this Lease or any non-compliance during the Term with any Environmental Laws;
- (b) Any act or omission of any persons on the Premises (other than the Landlord or those for whom the Landlord is at law responsible) during the Term or any use or occupancy of or any thing in, on, under or about the Premises during the Term, including, without

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limitation, the generating, manufacturing, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Tenant or any other person (other than the Landlord or those for whom the Landlord is at law responsible) in, on, under or about the Premises during the Term, and any nuisance arising therefrom;

- (c) Any contamination of the Lands in excess of the baseline contamination shown in the Phase I Environmental Site Assessment (ESA) report prepared by EXP Services Inc. dated December 21, 2023, and the Groundwater Sampling Program Report dated January 5, 2024 attached hereto as Schedule F.
- (d) Any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, concessionaires, contractors or persons for whom the Tenant is at law responsible on or about the Premises or elsewhere during the Term; or
- (e) Any illness, injury or death of persons, or any loss or damage to property, on or about the Premises, except to the extent caused by any act or omission of the Landlord or those persons for whom the Landlord is at law responsible.

The obligations set out in this Section 8.04 shall survive the expiration or earlier termination of this Lease.

Section 8.05 Intentionally Deleted

Section 8.06 Remedial Action. The Tenant covenants, if at any time required by the Landlord, acting reasonably, or by any governmental or other authority pursuant to any Environmental Laws, to take all remedial action required by Environmental Laws in respect of any Hazardous Substances generated, manufactured, refined, treated, transported, stored, handled, disposed, transferred, produced or processed during the Term in, on, under or about the Premises or emanating therefrom, including without limitation, any repairs or replacements to the Premises or Leasehold Improvements in or on the Premises. The obligations set out in this Section 8.06 shall survive the expiration or earlier termination of this Lease.

Section 8.07 Removal. At the expiry or earlier termination of the Term, the Tenant shall remove, to the extent required by Environmental Laws, any and all Hazardous Substances from the Premises which have been brought on to the Premises by or on behalf of the Tenant during the Term or which are present at the Premises as a result of the use or occupation of the Premises by the Tenant during the Term.

ARTICLE IX SERVICES AND UTILITIES

Section 9.01 Utility and Service Charges. The Tenant shall pay, directly to the appropriate supplier on the due date, all charges for services and utilities including electricity, gas, air conditioning, heating, fuel, water, sewer, telephone and security delivered or provided to or made available upon the Premises, and other costs which are metered, charged, levied or rated directly to the Tenant in respect of the Premises, and if, at any time, for any reason, during the Term or any renewal or extension thereof, the Landlord is required to pay any or all of the foregoing, then a sum equal to the amount so paid shall forthwith become due and be collectible upon demand, failing which such sums shall become Additional Rent and the Landlord shall have the same rights and remedies with respect to the said

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sums as if same were Rent hereunder. The Tenant shall pay on the due date all costs for all fittings, connections and meters and all work or services performed in connection with any services or utilities provided to or in respect of the Premises. Then Tenant shall deliver to the Landlord upon request, receipted invoices or other reasonable proof of the timely payment of such utilities.

Section 9.02 Heating. The Tenant covenants and agrees to heat the Premises at its own expense to a reasonable temperature to prevent the occurrence of any damage to the Premises by cold, frost, or humidity. The Tenant shall, at its expense, keep the heating and air conditioning equipment in good repair and shall promptly attend to any required maintenance or repairs in accordance with the manufacturer's or supplier's specifications and instructions. The Landlord shall be responsible for the replacement of the HVAC equipment, if necessary, except where such replacement is required due to the Tenant's willful act or negligence, in which case the Tenant shall be responsible for the cost of replacement. The Tenant shall, at its expense, maintain a service contract for the HVAC equipment in or serving the Premises, on terms and with a contractor satisfactory to the Landlord, acting reasonably, and in any event to the standard of a prudent owner of such property...

Section 9.03 No Landlord Liability. Except to the extent of any direct (and not indirect or consequential) damage suffered by the Tenant which was caused by the willful negligence of the Landlord or those for whom the Landlord is at law responsible to the extent to which the Tenant is not insured and is not required to be insured pursuant hereto and the Landlord is insured and received insurance proceeds or would have been insured and would have received insurance proceeds had the Landlord complied with its obligations hereunder, the Landlord shall not be liable for any damages, direct or indirect, resulting from or contributed to by any interruption or cessation of or failure in the supply of any utilities, services or HVAC. Without limiting the generality of the foregoing, but except for the expressed exception set out above, the Landlord shall not be liable for indirect or consequential damages or damages for personal discomfort or illness of the Tenant or any persons permitted by it to be on the Premises, by reason of the suspension or non-operation or failure for any period of time of any utilities or HVAC.

ARTICLE X MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 10.01 Maintenance and Repairs of Premises.

- (a) At all times throughout the Term, the Tenant shall, at its sole cost, perform such repairs, replacement, maintenance including all repairs and replacements for utility lines, HVAC systems and equipment, as required to keep the Premises, including the Building, fixtures and furnishings and all contents thereof (whether or not installed or furnished by the Tenant), all Leasehold Improvements and all services and equipment located in or primarily serving the Building, in good condition as they were on the Commencement Date, and in accordance with Laws, Building Standards and the Landlord's reasonable requirements, subject to normal wear and tear and subject only to those obligations of the Landlord, if any, expressly provided in Section 10.02 hereof.
- (b) Without limiting the generality of Section 10.01(a), the Tenant shall, at all times during the Term, at its sole cost keep or cause to be kept, the Premises well maintained, clean and tidy, including without limiting the generality of the foregoing, keeping the Building presentable and of good appearance, the driveways and parking areas free and clear of

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snow and ice, and the lawn, tress and shrubs in good order and condition, all to the same condition as they were on the Commencement Date.

- (c) The Tenant shall maintain, at the Tenant's sole cost, a service contract for the maintenance of the HVAC with a reputable third-party contractor chosen by the Tenant and approved in advance by the Landlord in writing (such approval not to be unreasonably withheld or delayed), and shall ensure that the Landlord is at all times in possession of a copy of such service contract and shall promptly deliver to the Landlord copies of regular inspection reports and details of repairs.
- (d) The Tenant shall give immediate written notice to the Landlord of any material accident, defect, damage or deficiency in any part of the Premises which comes to the attention of the Tenant notwithstanding the fact that the Landlord has no obligation in respect of same. The provisions of this Section 10.01(d) are for information purposes only and shall not be interpreted so as to imply or impose any obligation whatsoever upon the Landlord. The Tenant shall exercise all due diligence to become aware of any such situation.

Section 10.02 Landlord Access and Repair. The Tenant shall allow the Landlord and any persons designated by it the right to enter the Premises at reasonable times upon reasonable prior written notice to view the state of repair and condition thereof and the Tenant shall promptly perform any reasonable maintenance, repairs, replacement or Alterations according to written notice from the Landlord. Provided that if the Tenant neglects to so maintain or to make or cause to be made such repairs or replacements within ten (10) days after receipt of written notice from the Landlord, the Landlord may, at its option, do such maintenance or make such repairs or replacements at the expense of the Tenant, and in any and every such case the Tenant covenants with the Landlord to pay to the Landlord forthwith as Additional Rent all reasonable sums which the Landlord may have expended in doing such maintenance and making such repairs and/or replacement; provided further that the doing of such maintenance or the making of any such repairs or replacements by the Landlord shall not relieve the Tenant from its obligations to maintain, repair and replace.

Section 10.03 Landlord and Capital Repairs.

- (a) The Landlord shall be responsible for and shall carry out, at its sole cost and expense, all repairs required as a result of:
 - (i) Inherent structural defects or weaknesses in the Premises;
 - (ii) Defects in repairs or construction performed or installations made by or on behalf of the Landlord;
 - (iii) Repair and maintenance of asphalt and driveway required due to excessive wear and tear and the asphalt reaching its end of life;
 - (iv) Mechanical and electrical systems due to wear and tear; and
 - (v) The negligent acts or omissions of the Landlord.
- (b) Notwithstanding anything to the contrary contained in this Lease and the provisions of this ARTICLE X, if at any time during the Term the cost of any repair or replacement to the Premises constitutes a major capital cost in accordance with general accepted

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accounting principles, the Landlord shall make such repairs or replacements, provided that all such repairs and replacements shall be consistent with Building Standard. The cost of such repair or replacement shall be amortized over the useful life expectancy of the asset repaired or replaced on a straight line basis and the Tenant shall pay to the Landlord in each year of the Term the amortized amount of such cost within five (5) days after receipt of an invoice therefor from the Landlord. Any replacement to 25% of the Structure of the Building and the replacement of any of the base building systems servicing the Building constitutes a capital cost.

- (c) Notwithstanding any provisions to the contrary in this agreement, the Landlord shall be obligated to complete the repairs specified this Section, except in instances where such repairs arise from damage attributable to the Tenant, or from the Tenant's negligence, actions, or omissions. In the event that the necessity for repairs is determined to be the result of the Tenant's conduct, the Landlord shall proceed with the repairs and shall have the right to recover the associated costs from the Tenant, including an administrative fee of fifteen (15) percent.

Section 10.04 Alterations. The Tenant shall not, without the prior written approval of the Landlord, which shall not be unreasonably withheld or delayed, make any Alterations in or to the Premises. The Tenant's request for approval shall be in writing and accompanied by an adequate description of the contemplated works, and where appropriate, working drawings and specifications, therefor. The Landlord's reasonable costs of having its architect, engineers or others examine such drawings and specifications shall be payable by the Tenant upon demand as Additional Rent. [The Landlord may require that any or all such work be done by the Landlord's contractors or workers or by contractors or workers engaged by the Tenant but first approved by the Landlord. All such work shall be performed in accordance with all applicable Laws and any reasonable conditions and regulations imposed by the Landlord, and shall be completed in a good and workmanlike manner and with reasonable diligence in accordance with the approvals given by the Landlord. The Tenant shall, at its sole costs and expense, before the commencement of any work, obtain all necessary building or other permits and keep same in force. Notwithstanding the foregoing, Alterations not affecting the Structure or electrical, mechanical or other systems of the Building, and costing less than five thousand dollars (\$5,000) on a per project basis shall not be subject to the aforementioned provisions. The Tenant will however, provide the Landlord with copies of any plans and specifications that the Tenant produces.

Section 10.05 Construction Lien. The Tenant covenants to pay promptly all its contractors and material suppliers and do any and all things necessary to minimize the possibility of a lien attaching to the Premises or to any part of the Building or the Lands and, should any such lien be made or registered, the Tenant shall discharge same within ten (10) days after notice thereof is given to the Tenant at the Tenant's expense. In the event the Tenant shall fail to cause any such lien to be discharged as aforesaid, then, in addition to any other right or remedy of the Landlord, the Landlord may, but it shall not be so obligated, discharge same by paying the amount claimed to be due in Court and the amount so paid by the Landlord and all costs and expenses including but not limited to legal fees incurred for the discharge of such lien shall be due and payable by the Tenant to the Landlord as Additional Rent within five (5) business days after notice thereof is given to the Tenant.

Section 10.06 Ownership and Removal of Alterations. All Alterations and Leasehold Improvements placed on or made to the Premises by Tenant, excluding personal property, furniture, trade fixtures, and other movable property not attached to the Building, shall at once become the property of Landlord, and subject to any other provision in this Lease, upon termination of this Lease shall be surrendered to Landlord or, at Landlord's option, shall be removed at Tenant's expense.

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Section 10.07 Tenant Not to Overload Floors or Facilities. Tenant shall not bring or permit to be brought into any part of the Premises, any machinery, equipment, object or thing that by reason of its weight, size or use, might damage or endanger any part of the Premises or exceed or overload the capacity of any utility or mechanical facility or service.

ARTICLE XI ASSIGNMENT AND SUBLEASING

Section 11.01 Landlord's Consent Required.

- (a) The Tenant may, at its discretion, assign or sublet any part of the Premises or permit any part of the Premises to be occupied by a party other than the Tenant (hereinafter referred to as a "**Transfer**"), provided that such Transfer does not pose any environmental hazard or risk. If any proposed Transfer may result in an environmental impact, the Tenant must first obtain the Landlord's prior written consent, which shall not be unreasonably withheld or delayed.
- (b) The Tenant's request for consent to any Transfer shall be accompanied by a written statement setting forth the details of the proposed Transfer, including the name, business and financial condition of the prospective transferee (herein referred to as a "**Transferee**"), financial details of the proposed Transfer (such as the term of the sublease and the amount of rent and security deposit payable under any assignment or sublease), and any other information the Landlord deems relevant. Notwithstanding and without in any way limiting the interpretation of the foregoing, in determining whether or not to grant its consent, it shall not be unreasonable for the Landlord to withhold its consent unless it is shown to the Landlord's satisfaction, acting reasonably, that:
 - (i) The proposed Transferee has a good business reputation;
 - (ii) The proposed Transferee has not been bankrupt in the five (5) years preceding the date of the proposed Transfer;
 - (iii) The proposed Transferee has financial strength at least sufficient to satisfy all of the obligations of the Tenant hereunder;
 - (iv) The Tenant is not in default under this Lease or any other agreement affecting the Premises; and
 - (v) Without affecting the interpretation of Section 7.01 or any other provision hereof, the business proposed to be carried on by the Transferee on the Premises will not be more burdensome on the Premises than the business previously carried on by the Tenant on the Premises.
- (c) If the Landlord withholds, delays or refuses to give consent to any Transfer, whether or not the Landlord is entitled to do so, the Landlord shall not be liable for any losses or damages in any way resulting therefrom and the Tenant shall not be entitled to terminate this Lease or exercise any other remedy whatever in respect thereof except to seek the order of a court of competent jurisdiction compelling the Landlord to grant any such consent which the Landlord is obliged to grant pursuant to the terms of this Lease.

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- (d) Any consent granted by the Landlord and any Transfer shall be made on the following conditions:
- (i) The proposed Transferee shall agree in writing to assume and perform all of the terms, conditions, covenants and agreements by this Lease imposed upon the Tenant herein, as if the Transferee had originally executed this Lease as tenant [in a form to be approved by the Landlord, acting reasonably];
 - (ii) The Tenant shall pay the Landlord all reasonable legal fees in connection with the Transfer;
 - (iii) The consent of the Landlord is not a waiver of the requirement upon the Tenant for the Landlord's consent for any subsequent Transfer;
 - (iv) The acceptance by the Landlord of Rent from a Transferee without the Landlord's consent to such Transfer shall not constitute a waiver of the requirement of such consent nor shall it constitute an acceptance of such party as the Tenant; and
 - (v) If the Transfer does not take place within ninety (90) days of the giving of consent by the Landlord, then the Landlord's consent to such Transfer shall, at the Landlord's option, expire and become null and void.

Section 11.02 Change of Control. The prohibition against a Transfer set out in Section 11.01 applies to any change in the direct or indirect effective voting control of the Tenant (if the Tenant is or becomes a corporation), unless the Tenant is a public corporation whose shares are listed and traded on any recognized stock exchange in Canada or the United States. If the Tenant is a partnership or is controlled by a partnership (either directly or indirectly), this prohibition against a Transfer also includes a change in the constitution of the partnership resulting from the withdrawal or addition of any partners. The prohibition also applies to an assignment by operation of law.

Section 11.03 No Release of Tenant. Notwithstanding any Transfer (including a Permitted Transfer), and except as may be otherwise expressly agreed to in writing by the Landlord, no Transfer permitted under this Lease, whether with or without Landlord's consent, shall release the Tenant or change the Tenant's primary liability to pay the Rent and to perform all other obligations of the Tenant under this Lease. The Landlord's acceptance of Rent from any other person is not a waiver of any provision of this Lease. Consent by the Landlord to one Transfer is not consent to any subsequent Transfer. If the Tenant's transferee defaults under this Lease, the Landlord may proceed directly against the Tenant without pursuing remedies against the Transferee. The Landlord may consent to subsequent Transfers of this Lease by the Tenant's Transferee, without notifying the Tenant or obtaining its consent. Such action shall not relieve the Tenant's liability under this Lease. If the Tenant transfers the Tenant's interest hereunder, then the Landlord shall receive, as Additional Rent, the excess, if any, between the rent (or other consideration) paid in connection with such Transfer and the Rent payable by the Tenant hereunder.

Section 11.04 Intentionally Deleted

ARTICLE XII INSURANCE AND INDEMNIFICATION

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Section 12.01 Landlord's Insurance. The Landlord shall, at all times throughout the Term, carry:

- (a) insurance on the Building (excluding the foundations and excavations) and the machinery, boilers and equipment contained therein or servicing the Premises and owned by the Landlord or the owners of the Premises (specifically excluding any property with respect to which the Tenant and other persons are obliged to insure) against damage by fire and extended perils or all-risks coverage;
- (b) public liability and property damage insurance with respect to the Premises;
- (c) loss of rental income insurance, or loss of insurable gross profits commonly insured against by prudent landlords, including Basic Rent and Additional Rent; and
- (d) such other form or forms of insurance as the Landlord reasonably considers advisable.

Section 12.02 Specific Features of the Landlord's Insurance Policies. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar industrial building, having regard to size, age and location and may be satisfied by a blanket insurance policy or through one or more separate insurance policies.

Section 12.03 Payment of the Landlord's Insurance Premiums and Deductibles. The Tenant shall pay to the Landlord the insurance premiums in respect of the insurance required to be carried by the Landlord in this Lease, included in Base Rent, and in the event of any loss or damage attributable to the Tenant's use of the Premises, the Tenant shall pay directly to the Landlord any deductible which the Landlord is required to pay toward or for any insured loss relating to the Premises as Additional Rent. The Landlord shall submit the invoice for such deductibles to the Tenant as they come due and the Tenant shall pay such amounts forthwith after receipt of such invoice. If the Tenant fails to pay any such deductible when demanded, the Landlord may pay such premiums and deductibles, and claim them from the Tenant as Additional Rent. Notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under this Lease for purposes of any policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord. If the Landlord's insurance premiums increase as a result of the Tenant's use or occupancy of the Premises, the Landlord shall provide the Tenant with a reconciliation statement at the end of each Lease Year, detailing the amount of the increase attributable to the Tenant's use. The Tenant shall pay the Landlord any such amounts owed within thirty (30) days of receipt of the reconciliation statement.

Section 12.04 Jeopardizing the Landlord's Insurance. The Tenant shall comply promptly with all requirements of any insurer now or hereafter in effect pertaining to or affecting the Premises and shall not keep, store, use, sell, or offer to sell in or upon the Premises any article which may be prohibited by any insurance policy in force from time to time covering the Premises. If the occupation of the Premises, the conduct of business in the Premises, or any act or omission of the Tenant:

- (a) causes or results in any increase in premiums for the insurance carried from time to time by the Landlord, then the Tenant shall pay any such increase in premiums as Additional Rent forthwith upon demand by the Landlord; or

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- (b) causes any insurance policy carried from time to time by the Landlord to be cancelled (or threatened by the insurer to be cancelled) or the coverage thereunder reduced (or threatened to be reduced) in any way by the insurer, the Tenant shall forthwith remedy the condition giving rise to cancellation, threatened cancellation, reduction, or threatened reduction of insurance, in any event, not later than twenty four (24) hours after notice thereof by the Landlord.

If the Tenant fails to do any of the foregoing, the Landlord shall be entitled (but without any obligation), at its sole option, to do all such things as may be necessary to protect its insurance coverage, with all outlays by the Landlord in so doing to be paid by the Tenant to the Landlord on demand as Additional Rent and without prejudice to any other rights and remedies of the Landlord under this Lease (including, without limitation, termination of the Lease).

Section 12.05 Tenant's Insurance. The Tenant shall, throughout the period that the Tenant remains in possession of the Premises (including, without limitation, during the entire Term and any overholding), at its sole cost and expense, take out and keep in full force and effect, the following insurance:

- (a) all-risks property insurance (including but not limited to sprinkler leakage, flood, earthquake and collapse coverage) in an amount equal to the full replacement cost thereof upon property of every description and kind of property owned by the Tenant or for which the Tenant is liable, or installed by or on behalf of the Tenant and which is located within the Premises, including, without limitation, Leasehold Improvements, trade fixtures, the Tenant's stock-in-trade, furniture and other personal property (provided that, if there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive);
- (b) business interruption insurance in such amount as will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils insured against by the Landlord hereunder and other perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils (including, without limitation, prevention of access related to Section 18.01;
- (c) comprehensive general and legal liability insurance, including bodily injury, property damage and personal injury liability, tenant's legal liability, contractual liability and contractors' protective insurance coverage with respect to the Premises and the Tenant's use of the Premises, with coverage to include the activities and operations conducted by the Tenant and any other person for whom the Tenant is at law responsible, written on a comprehensive basis with inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000) for bodily injury to any one or more persons or property damage, and such higher limits as the Landlord requires from time to time;
- (d) if appropriate, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement cost of all Leasehold Improvements and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in or serving the Premises;

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- (e) insurance required by reason of the introduction, by or on behalf of the Tenant or any occupant of the Premises, of any radioactive material or other Hazardous Substances, into or on or about the Premises, or for any other material handling requiring special coverage; and
- (f) any other form of insurance which the Landlord, acting reasonably, requires from time to time in form, in amounts and for risks against which a prudent tenant would insure.

Section 12.06 Specific Features of the Tenant's Insurance Policies. All insurance policies to be taken out by the Tenant shall:

- (a) be taken out with insurers acceptable to the Landlord registered and licensed to carry on the business of insurance in the jurisdiction in which the Premises are situate;
- (b) be in a form satisfactory from time to time to the Landlord, which form may include a reasonable deductible;
- (c) be non-contributing, and shall apply only as primary and not as excess to any insurance available to the Landlord;
- (d) not be invalidated with regard to the interests of the Landlord or the Landlord's mortgagee by reason of any breach or violation of any warranties, representations or conditions contained in the policies;
- (e) contain an undertaking by the insurers to notify the Landlord and the Landlord's mortgagee in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;
- (f) name the Landlord and the Landlord's mortgagee as additional insured parties and, in respect of property damage insurance, incorporate the Landlord's mortgagee's standard mortgage clause, if any;
- (g) contain a waiver of subrogation by the insurer in respect of any claims to which it might otherwise be entitled against the Landlord or those for whom the Landlord is at law responsible as well as cross liability and severability of interest endorsements or clauses; and
- (h) be evidenced by certificates of insurance in a form satisfactory to the Landlord or, if required by the Landlord, certified copies of each such insurance policy, as soon as practicable upon request by the Landlord and in any event prior to the Tenant taking possession of the Premises and annually thereafter at least fifteen (15) days prior to the effective date of coverage (provided, however, that no such delivery of insurance certificates or insurance policy, or any review or approval of same by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease).

Section 12.07 Failure of the Tenant to Insure. If the Tenant fails to take out or keep in force any insurance required of the Tenant herein, whether or not the Landlord has been notified of the cancellation, termination or other failure of the Tenant's insurance, or should any such insurance not be approved by the Landlord, the Landlord has the right, in its sole discretion (but without any obligation),

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to effect such insurance at the sole cost of the Tenant, with all outlays by the Landlord to be paid by the Tenant to the Landlord on demand as Additional Rent without prejudice to any other rights and remedies of the Landlord under this Lease (including, without limitation, termination of the Lease).

Section 12.08 Application of Insurance Proceeds. The Tenant agrees that, in the event of damage or destruction to the Leasehold Improvements in the Premises, the Tenant shall use the proceeds of its insurance for the purpose of repairing or restoring such Leasehold Improvements. In the event of damage to or destruction of the Premises entitling the Landlord to terminate the Lease, then:

- (a) if the Premises have also been damaged or destroyed and the Lease is terminated, the Tenant shall forthwith pay to the Landlord or the Landlord's mortgagee, as the case may be, all of its insurance proceeds relating to the Leasehold Improvements in the Premises; and
- (b) if the Premises have not been damaged or destroyed, the Tenant shall upon demand deliver to the Landlord in accordance with the provisions of this Lease, the Leasehold Improvements and the Premises.

Section 12.09 Limitation on the Landlord's Liability. The Landlord shall not be liable for (and is hereby expressly released from) any death or injury arising from or out of any: (i) occurrence in, upon, at or relating to the Premises; (ii) damage to property of the Tenant or of others located on the Premises or elsewhere in the Premises; or (iii) any indirect or consequential damages sustained by the Tenant or others.

Such release and exclusion from liability: (i) applies to liability arising from all events, conditions, and circumstances of any nature or cause whatsoever, including without limitation, those caused, in whole or in part, by the negligence of the Landlord, its agents, servants or employees or other persons for whom it may in law be responsible; and (ii) does not apply to liability arising out of the willful and deliberate acts and omissions of the Landlord intended to cause damage or injury. Without limiting the generality of the foregoing, the Landlord shall not be liable for:

- (a) any injury or damage to persons or property resulting from fire, explosion, dampness, falling plaster, falling ceiling tile, falling ceiling fixtures (including part or all of the ceiling T-grid system) and diffuser coverings;
- (b) any injury or damage to persons or property resulting from steam, gas, electricity, water, rain, flood, snow or leaks or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Premises or from the street or any other place or by any other cause whatsoever;
- (c) any injury or damage caused by or to other occupants of the Premises, any occupants of adjacent property thereto, tradesmen, employees, and other invitees to the Premises, and the public;
- (d) any injury or damage to persons or property caused by any private construction or by any public or quasi-public works in, on, under or about the Premises; or
- (e) damage or loss of the property of the Tenant or the property of others stored on the Premises at the risk of the Tenant.

Section 12.10 Indemnity. Notwithstanding any other provision of this Lease, the Tenant agrees to protect, indemnify and save each of the Landlord and its officers, employees and agents completely harmless from and against any loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of this Lease, or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Premises by the Tenant (including, without limitation, any subrogation claims by the Tenant's insurers in respect of any of the foregoing). If the Landlord shall be made a party of any litigation commenced by any third party in respect of any of the foregoing, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation unless the court determines that such liability arose out of the willful and deliberate acts and omissions of the Landlord intended to cause damage or injury. The Tenant shall also pay all costs, expenses and legal fees that may be incurred or paid by the Landlord in reasonably enforcing the terms, covenants and conditions in this Lease unless a court of law having jurisdiction shall decide otherwise.

Section 12.11 Intentionally Deleted

ARTICLE XIII DAMAGE AND DESTRUCTION

Section 13.01 Partial Damage to Premises.

- (a) The Tenant shall notify the Landlord in writing immediately upon the occurrence of any damage to the Premises. If the Premises are only partially damaged this Lease shall remain in effect and the Landlord shall repair the damage as soon as reasonably possible. The Landlord shall not be required to make repairs or replacements of any damage to the Tenant Improvements or to any other fixtures, equipment, personal property, or Leasehold Improvements of the Tenant. If the insurance proceeds received by the Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which the Landlord maintains, the Landlord may elect either to:
 - (i) Repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect; or
 - (ii) Terminate this Lease effective as of the date the damage occurred.

The Landlord shall notify the Tenant within one hundred twenty (120) days after receipt of notice of the occurrence of the damage whether the Landlord elects to repair the damage or terminate the Lease. If the Landlord elects to repair the damage, the Tenant shall pay the Landlord the deductible amount (if any) under the Landlord's insurance policies, and, if the damage was due to an act or omission of Tenant, the difference between the actual cost of repair and any insurance proceeds received by the Landlord. If the damage to the Premises occurs during the last six (6) months of the initial Term, or if the Tenant is entitled to and properly exercises its Extension Option in accordance with the terms of ARTICLE XIX of this Lease, the last six (6) months of the Extended Term, the Landlord may elect to terminate this Lease effective as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. In such event, the Landlord shall not be obligated to repair or restore the Premises

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and the Tenant shall have no right to continue this Lease. The Landlord shall notify Tenant of its election within one hundred twenty (120) days after receipt of notice of the occurrence of the damage.

Section 13.02 Total or Substantial Destruction.

- (a) If the Premises are totally or substantially destroyed by any cause whatsoever, to the extent such that in the reasonable opinion of the Landlord's architect or engineer (to be delivered to the Landlord and the Tenant within one hundred twenty (120) days after the damage or destruction) and it cannot be repaired or rebuilt, either the Tenant or the Landlord shall have the option to terminate this Lease shall terminate as of the date the destruction occurred of receipt of notice of termination. Notwithstanding the foregoing, and regardless of whether or not insurance proceeds are available, if the Premises can be rebuilt within one hundred twenty (120) days after the date of destruction, in the reasonable opinion of the Landlord's architect or engineer, the Landlord may elect to rebuild the Premises at the Landlord's own expense, in which case, this Lease shall remain in full force and effect. If the destruction was caused by an act or omission of the Tenant, the Tenant shall pay the Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by the Landlord. In the event that in accordance with this Section 13.02 the Landlord is not bound to repair the Premises and the Tenant shall instead deliver up possession of the Premises to the Landlord, Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under Section 13.03 hereof).

Section 13.03 Rent Abatement. If the Premises are destroyed or damaged, in whole or in part, and the Landlord repairs or restores the Premises pursuant to the provisions of this Lease, any Rent payable during the period of such damage, repair, and/or restoration shall be reduced in proportion to the part or parts of the Premises not reasonably capable of use and occupancy by the Tenant, if any. However, the abatement shall not exceed the lesser of the sum of one year's payment of Base Rent and Additional Rent or the proceeds received by the Landlord from the Tenant's business interruption insurance to be obtained pursuant to this Lease/loss of income insurance coverage. Except for such possible abatement of Rent, the Tenant shall not be entitled to any compensation, reduction, or reimbursement from the Landlord as a result of any damage, destruction, repair, or restoration of or to the Premises.

ARTICLE XIV DEFAULTS AND REMEDIES

Section 14.01 Events of Default. The Tenant shall be in default under this Lease if any one or more of the following events (herein sometimes referred to individually as an "**Event of Default**" and collectively as "**Events of Default**") shall happen and shall not have been remedied as herein provided:

- (a) **Non-Payment of Rent.** If the Tenant fails to make any payment of Rent due under this Lease or any part thereof.

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- (b) **Non-Monetary Default.** Other than monetary defaults in Section 14.01(a), if the Tenant fails to observe or perform of any of the other covenants, agreements, terms, or conditions of this Lease on the part of the Tenant to be kept and performed, (other than the covenants, agreements, terms and conditions in Section 14.01(c), for which no notice shall be required), and such default continues for a period of ten (10) days after written notice thereof from the Landlord to the Tenant, *provided, however, that* with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said ten (10) day period, the Tenant shall have an additional period of ten (10) days to cure such default, provided the Tenant commences to cure within said ten (10) days and actually cures the default within twenty (20) days after the Landlord's notice.
- (c) **Bankruptcy.** If the Tenant files a petition in bankruptcy or is adjudicated a bankrupt, becomes insolvent, or files any petition or proposal seeking any reorganization, arrangement, liquidation, dissolution, winding-up or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of the Tenant or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit, or proceeding by or against the Tenant [and such proceeding or action shall not have been dismissed within ten (10) days after such appointment. The Tenant hereby agrees that, for the purposes of this Lease, in the event that Tenant commences any proceeding under or seeks protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (CCAA), the Landlord, at the Landlord's option, shall be considered to be a separate class of creditors distinct from any other class of creditors in any compromise, arrangement, classification or scheme proposed under the CCAA.
- (d) **Abandonment.** If the Tenant vacates, abandons, or fails to use the Premises or attempts to vacate or abandon (either actually or constructively) or the Landlord has reasonable cause to believe that the Tenant intends to vacate or abandon or attempt to vacate or abandon the Premises for a period in excess of ten (10) days for the use for which it was leased as stated in Section 7.01 except that the Tenant shall not be deemed to have abandoned or vacated the Premises when and to the extent that the Premises are untenable by reason of damage by fire, other casualty or expropriation, or by landlord's default.
- (e) **Misrepresentations.** The Tenant or any agent of the Tenant falsifies or misrepresents any report or other information required to be furnished to the Landlord pursuant to this Lease.
- (f) **Bulk Sale of Assets.** The Tenant makes or attempts to make a bulk sale of assets or otherwise disposes of its goods or removes or attempts or threatens to remove them from the Premises so that in Landlord's opinion there would not, in the event of such sale, disposal or removal, be sufficient goods on the Premises subject to distress to satisfy all Rent due or accruing for a period of twelve (12) months and not permitted in accordance with ARTICLE XI.
- (g) **Unpermitted Transfer.** Tenant effects or attempts to effect a Transfer, including a change of control as described in Section 11.02 that is not permitted by this Lease.

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- (h) **Writ of Execution.** This Lease or any of the Tenant's assets on the Premises are taken or seized under writ of execution, an assignment, pledge, charge, debenture or other security instrument.
- (i) **Insurance Cancellation.** Any insurance policy on the Building or any part thereof or to be carried by the Tenant shall be cancelled and the Tenant shall have failed to remedy the condition giving rise to such cancellation within forty eight (48) hours' written notice given by the Landlord to the Tenant.

Section 14.02 Accelerated Rent. In addition to any other rights or remedies the Landlord may have, including those set out in ARTICLE XIV, upon the occurrence of any Event of Default, the full amount of the current month's installment of Base Rent and Additional Rent, and any other payments required to be made monthly under this Lease, together with the next three (3) months' installments of Base Rent and the aggregate of such payments for the next three (3) months, all of which shall be deemed to accrue on a day-to-day basis, shall immediately become due and shall be paid by the Tenant to the Landlord as accelerated Rent, and the Landlord may immediately distrain for it, together with any arrears of Rent that then remain outstanding and unpaid.

Section 14.03 Remedies. Upon the occurrence of any Event of Default set forth in Section 14.01 hereof, the Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to the Landlord shall be considered exclusive of any other remedy, but same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease or at Law to the Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

- (a) **Right of Landlord to Cure Defaults.** If the Tenant fails to perform or cause to be performed any of the covenants or obligations of the Tenant herein within ten (10) days after written notice from the Landlord to do so, the Landlord shall have the right (but shall not be so obligated) to perform or cause to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies), and all reasonable payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be paid by the Tenant to the Landlord within five (5) days' written demand therefor together with all reasonable legal and administrative costs of the Landlord in respect thereof.
- (b) **Landlord May Sue for Arrears of Rent.** The Landlord may, if it elects to do so, bring suit for the collection of rents and/or any damages and expenses resulting from an Event of Default without entering into possession of the Premises or terminating this Lease.
- (c) **Landlord's Right of Re-Entry.** Upon the occurrence of an Event of Default, the Landlord may at any time thereafter, without notice to the Tenant, re-enter the Premises or any part thereof and terminate this Lease and all the rights of the Tenant thereunder:
 - (i) The Tenant shall immediately vacate the Premises and the Landlord may remove or cause to be removed from the Premises the Tenant and/or any other occupant or occupants thereof and may remove all property therefrom and sell or dispose of such property as the Landlord considers appropriate without prejudice to the

rights of the Landlord to recover arrears of Rent or damages incurred by the Landlord;

- (ii) The Landlord shall be immediately entitled to the payment of:
 - (A) Rent up to the date of termination together with all reasonable payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Landlord in respect of such termination.
 - (B) Accelerated Rent contemplated in Section 14.02; and
 - (C) Damages contemplated in Section 14.03(d).
- (d) **Right to Sue for Damages.** Upon the occurrence of an Event of Default and notwithstanding the termination of the Lease, the Landlord retains the right to sue the Tenant for damages for:
 - (i) All past due Rent and other amounts due the Landlord up to the date of expiration or termination; plus
 - (ii) Where the Landlord has relet the Premises after such termination, the difference between Rent provided for herein and the proceeds from any reletting of the Premises, payable in monthly installments over the period that would otherwise have constituted the remaining term of this Lease (including all expenses in connection with such reletting including, without limitation, all costs, fees, and expenses of repossession, brokers, advertising, legal fees, court costs, repairing, cleaning, repainting, and remodeling of the Premises for reletting on a complete indemnity basis); plus
 - (iii) Where Landlord has not relet the Premises after such termination, the value at the time such termination, of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid under the Lease for the then unexpired remainder of the Term had it not been terminated, over the then rental value of the Premises, as determined by Landlord, on a present value basis, for the unexpired remainder of the Term; plus
 - (iv) The unamortized portion of the tenant allowance, if any; plus
 - (v) Interest on the aggregate of the foregoing amounts at the Interest Rate.
- (e) **Right to Re-let.** Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord in addition to all other rights it may have, shall have the right as agent of the Tenant to enter the Premises and re-let them (for a term or terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith) and to receive the rent therefor and to apply any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Tenant shall be liable to the Landlord for the deficiency, if any, all without being deemed to have terminated the Lease.

Section 14.04 Distress. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute, no assets on the Premises at any time during the Term shall be exempt from levy by distress for rent in arrears. The Tenant will not sell, dispose of or remove any of the Leasehold Improvements/fixtures, goods and/or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new Leasehold Improvements/fixtures, goods and/or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes, and the Tenant will be the owner of its Leasehold Improvements/fixtures, goods and/or chattels and will not permit them to become subject to any lien, mortgage, charge or encumbrance.

Section 14.05 Non-Waiver of Defaults. No condoning, excusing or overlooking by the Landlord of any Event of Default, breach or non-observance by the Tenant at any time or times in respect of any covenant, provision or condition herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent Event of Default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord, save only an express waiver by the Landlord in writing.

Section 14.06 Landlord's Rights Cumulative. The Landlord may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default, either by any provision of this Lease or by statute or any Laws, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other additional rights and remedies available to the Landlord by statute or common law or under any other applicable Laws.

ARTICLE XV SUBORDINATION AND ACKNOWLEDGEMENTS

Section 15.01 Subordination. At the option of the Landlord, this Lease shall be subject and subordinate to any and all mortgages, charges and deeds of trust, which may now or at any time hereafter affect the Premises in whole or in part, whether or not any such mortgage, charge or deed of trust affects only the Lands or the Building or affects other premises as well. On request at any time and from time to time of the Landlord or of the mortgagee, chargee or trustee under any such mortgage, charge or deed of trust, the Tenant shall:

- (a) Attorn to such mortgagee, chargee or trustee and become its tenant of the Premises or the tenant of the Premises of any purchaser from such mortgagee, chargee or trustee in the event of an exercise of any permitted power of sale or foreclosure contained in any such mortgage, charge or deed of trust for the then unexpired residue of the Initial Term or any Extended Term, as applicable, on the terms herein contained; and/or
- (b) Postpone and subordinate this Lease to such mortgage, charge or deed of trust to the intent that this Lease and all right, title and interest of the Tenant in the Premises shall be subject to the rights of such mortgagee, chargee or trustee as fully as if such mortgage, charge or deed of trust had been executed and registered and the money thereby secured had been advanced before the execution of this Lease (and notwithstanding any authority or consent of such mortgagee or trustee, express or implied, to the making of this Lease).

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Any such attornment or postponement and subordination shall extend to all renewals, modifications, consolidations, replacements and extension of any such mortgage, charge or deed of trust and every instrument supplemental or ancillary thereto or in implementation thereof. The Tenant shall forthwith execute any instruments of attornment or postponement and a subordination which may be so requested to give effect to this Section.

Section 15.02 Estoppel Certificates. Each party shall, within not more than five (5) days' written request therefor, execute and return to the other from time to time and without cost to the other, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the modifications and that the Lease is in full force and effect as modified), the amount of the annual Base Rent then being paid or received hereunder, the dates to which same, by instalment or otherwise, and other charges hereunder have been paid or received, whether or not there is any existing default on the part of the reporting party of which the requesting party has notice, and any other information reasonably required.

ARTICLE XVI NOTICES

Section 16.01 Notices. Any notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this ARTICLE XVI):

Notice to Landlord: 5610-10 York St, Toronto, ON M5J 0E1
Email: sales@bpsupplychain.com
Attention: Anurag Arun
Notice to Tenant: at the Premises

[Email: [EMAIL ADDRESS]]
[Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]]

ARTICLE XVII END OF TERM

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Section 17.01 Surrender of the Premises. Upon the expiration or other termination of this Lease, the Tenant shall peaceably deliver to the Landlord vacant possession of the Premises, broom clean and in good order and condition, ordinary wear and tear excepted and in the condition in which the Tenant is required to maintain and keep the Premises during the Term pursuant hereto failing which, the Landlord may restore the Premises, equipment, and fixtures to such condition and the Tenant shall pay the cost thereof upon demand as Additional Rent.

Section 17.02 Removal of Trade Fixtures.

- (a) Provided that the Tenant has paid all Rent to the expiry of the Term and any and all damages and other amounts payable by the Tenant to the Landlord for any reason whatsoever and provided the Tenant is not otherwise in default hereunder, or if otherwise authorized or requested by the Landlord, the Tenant shall, at the expiry of the Term, remove its trade fixtures and shall repair all damage or injury caused to the Premises resulting from the installation or removal of such trade fixtures.
- (b) If at the expiry or earlier termination of this Lease, the Tenant does not remove its trade fixtures or any of its other property on the Premises, the Landlord shall have no obligation in respect of any such trade fixtures or property and may sell or destroy same or have them removed or stored at the expense of the Tenant (to be paid by the Tenant within five (5) days after the expiry or earlier termination of this Lease failing which the Tenant shall not have the right to take possession of trade fixtures or property and shall thereupon be deemed to have abandoned same) or dispose of them in any other manner whatsoever as may be determined by the Landlord in its sole discretion; at the option of the Landlord, such trade fixtures or property not removed at the expiry or earlier termination of this Lease shall become the absolute property of the Landlord without payment of any compensation therefor to the Tenant and may be dealt with by the Landlord in such manner as it determines.

Section 17.03 Removal of Leasehold Improvements. Leasehold Improvements shall become the absolute property of the Landlord upon the expiry or earlier termination of the Term. At the expiry or earlier termination of the Term, the Tenant shall remove any or all of such Leasehold Improvements as required by the Landlord and in so doing shall repair all damage resulting therefrom and shall restore the Premises in their condition prior to the installation and removal of such Leasehold Improvements.

Section 17.04 Holdover. Any holding over by Tenant after the expiration or earlier termination of this Lease, by lapse of time or otherwise, shall not operate to extend or renew this Lease except by the express mutual written agreement between the parties hereto, and in the absence of such agreement, the Tenant shall continue in possession as a month-to-month tenant only, except that the monthly Rent shall be increased to an amount equal to two (2) times the monthly installment of Base Rent and Additional Rent paid in the month immediately preceding the expiration or earlier termination of this Lease. Either party may thereafter terminate such occupancy at the end of any calendar month by first giving to the other party no less than thirty (30) days' prior written notice.

**ARTICLE XVIII
GENERAL**

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Section 18.01 Force Majeure. Notwithstanding any other provision in this Lease, in the event that either the Landlord or the Tenant shall be unable to fulfill or shall be delayed or restricted from the performance of any term or obligation under the Lease by reason of any Force Majeure Event other than the Tenant's obligation to pay Rent, or any other monies owed under the Lease, such party shall, so long and to the extent that any such delay or restriction exists, be relieved from the performance of such obligation and shall be granted a reasonable period of time to perform the obligation once the Force Majeure Event ceases to exist and the other party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort. Both the Landlord and the Tenant acknowledge and agree that the provisions of this section do not apply to the Tenant's obligations to pay Rent or other monies owed under the Lease when due.

Section 18.02 Health Emergency. If the Landlord [acting in good faith, determines that a Health Emergency exists, the Landlord acting reasonably may amend, supplement or otherwise enforce any existing Health Emergency rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Health Emergency. Without limiting the generality of the foregoing:

- (a) During a Health Emergency, the Landlord shall be entitled to restrict or limit access to the Premises to employees of the Tenant only, and/or prohibit entry by visitors or invitees for a reasonable period of time during such event;
- (b) The Landlord shall have the right during a Health Emergency to require the Tenant to decontaminate all or any part of the Premises, failing which the Landlord shall be entitled to enter the Premises and to do so at the Tenant's expense. Any steps that the Landlord may choose to take are in its sole and unfettered discretion and nothing herein shall obligate the Landlord to effect any decontamination;
- (c) During a Health Emergency, the Landlord shall be entitled to impose sanitization requirements and/or implement health precautions consistent with the advice from medical experts or public health officials;
- (d) During a Health Emergency, the Landlord shall not be in default by reason of any action taken pursuant to any decisions it makes in good faith in response to a Health Emergency;
- (e) During a Health Emergency, the Landlord shall not be liable in contract, tort, or otherwise, for any act or omission in exercising any decisions it makes in good faith in response to a Health Emergency; and
- (f) The Landlord shall be entitled during a Health Emergency to close all or any part of the Premises if it determines that it is not safe to continue to operate the Premises or certain parts of the Premises.

Section 18.03 Parking. Landlord and Tenant agree that:

- (a) The Tenant shall have the right to park Tractors on the Lands as designated and marked on **Schedule E** to this Lease. The Tenant's use of the designated parking areas shall be subject to the terms and conditions of this Lease.

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- (b) The Landlord shall have the option, exercisable at any time during the Term of this Lease, to lease up to:
 - (i) Fifteen (15) trailer parking spaces at a rate of **\$500 per space** per month, and
 - (ii) Twenty (20) truck parking spaces at a rate of **\$225 per space** per month.
- (c) The Landlord may exercise this option by providing the Tenant with at least thirty (30) days' prior written notice specifying the number of spaces to be leased.

Section 18.04 Landlord Retention of Office Space. The Landlord shall retain the right to occupy one (1) office space located within the Premises, as mutually agreed upon by the Landlord and the Tenant, free of charge for the duration of the Term of this Lease or any extension thereto by way of a sublease agreement. The sublease agreement shall allow the Landlord to have access to the loading docks within the warehouse for the purpose of loading and unloading goods.

Section 18.05 Tenant's Responsibility for Landlord's Legal Costs. The Tenant agrees to reimburse the Landlord for reasonable legal costs and expenses related to the preparation, negotiation, execution, and enforcement of this Lease Agreement and any amendments and extensions thereto, including legal fees and court costs. Such costs shall be promptly paid upon demand and may be deducted from the security deposit or other owed funds. This obligation lasts for two years after the Lease Agreement's termination and survives beyond. The Tenant acknowledges the negotiated nature of this clause, has had legal advice opportunity, and understands its implications.

Section 18.06 Governing Law. This Lease and all related documents including all schedules attached hereto, and the validity, performance and enforcement of this Lease and all matters arising out of or relating to this Lease, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the province or territory in which the Premises are situate and the federal laws of Canada applicable therein.

Section 18.07 Entire Agreement; Amendments and Modifications. This Lease forms the entire agreement between the parties and no provision hereof shall be altered, waived, amended, or extended, except in writing signed by both parties. The Tenant affirms that, except as expressly set forth herein, neither the Landlord nor any of its agents has made, nor has the Tenant relied upon, any representation, warranty, or promise with respect to the Premises or any part thereof.

Section 18.08 Waivers. The Landlord shall not be considered to have waived any of the rights, covenants, or conditions of this Lease unless evidenced by its written waiver and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Lease.

Section 18.09 Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and their respective permitted successors and permitted assigns. Tenant agrees to become the tenant of Landlord's successor in interest under same terms and conditions of its tenancy hereunder.

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Section 18.10 Severability. If any term or provision of this Lease is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction provided the overall intention of the Lease is maintained, as near as possible, as it was prior to the invalidity, illegality, or unenforceable provision.

Section 18.11 Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

Section 18.12 Planning Act (Ontario). Where applicable, this Lease shall be subject to the condition that it is effective only if the *Planning Act*, R.S.O. 1990, c. P.13, and any amendments thereto or any successor statutory provisions thereof, is complied with. Pending such compliance, the Term shall be deemed to be for a total period of one (1) day less than the maximum lease term permitted by Law without such compliance.

Section 18.13 Registration of Lease. The Tenant covenants and agrees with the Landlord that the Tenant will not register or record this Lease or any part thereof against the title to the Lands or any part thereof except by way of notice which shall be subject to the prior written approval of the Landlord which approval shall not be unreasonably withheld or delayed and which shall only describe the parties, the Premises and the Term.

Section 18.14 Expropriation. If during the Term, the Premises or any part thereof are taken by any lawful power or authority by the right of expropriation the Landlord and the Tenant shall co-operate so that each may receive the maximum awarded to which it is entitled at Law.

Section 18.15 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and same instrument.

ARTICLE XIX EXTENDED TERM

Section 19.01 Extension Option.

- (a) Provided the Tenant has not been in default of its obligations under this Lease, the Landlord shall at the expiration of the Initial Term, provided the Tenant has given the Landlord notice of its exercise of the option to extend at least nine (9) months prior to the expiration of the Initial Term, extend the Term for a further term of three (3) years (the "**Extended Term**") from the expiration of the Initial Term, upon the same terms and conditions contained in this Lease except the extension options and the Base Rent to be paid during the Extended Term.
- (b) Notwithstanding the foregoing, within three (3) months of the Tenant exercising its option to extend, the Tenant and Landlord may, by mutual agreement, negotiate to extend the Term for a further term of five (5) years instead of three (3) years, on terms to be mutually agreed upon. In the event the parties cannot reach mutual agreement on the five (5) year extension within such three (3) month period, the Term shall be extended for the default Extended Term of three (3) years as set out above.

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- (c) The Base Rent rate payable during the Extended Term shall equal the greater of: (i) the annual Base Rent payable immediately prior to the commencement of the Extended Term; and (ii) the then Fair Market Base Rent.

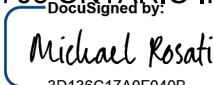
[SIGNATURE PAGE FOLLOWS]

DS
Mr

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

1000938708 ONTARIO INC.

By:  3D136C17A0F040B...
Name: Michael Rosati
Title:

TENANT:

8438048 CANADA INC.

By: 
Name: NARINDER SINGH SHOKER
Title: Director

SCHEDULE A

LEGAL DESCRIPTION OF THE LAND

PT LT 10, CON 1 EAST OF HURONTARIO ST TORONTO TWP., DES PTS 18 AND 19, PL 43R21424, MISSISSAUGA. T/W ROW OVER PT LT 10, CON 1 EHS TT, DES PT4, PL 43R15783, AS IN TT81030. S/T EASEMENT IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AND BELL CANADA OVER PT 18, PL 43R21424, AS IN LT1019744.

Being all of PIN 13284-0137 (LT)

DS
MR

Authentic
NS

SCHEDULE B
FLOOR PLAN



KEY	
00	ISSUED FOR EXAMINATION 22-07-2024
REV	ISSUED FOR DATE
PROJECT NAME AND ADDRESS:	
PROPOSED INTERIOR ALTERATION TO AN EXISTING BUILDING AT:	
1090 KEECHERRY GATE, MISSISSAUGA, ON, CANADA	
ARCHITECT:	
B'PAL ARCHITECTURE STUDIO INC.	
6120 Denison Court, Unit #10 Mississauga, ON Canada L5T 2K7 Office: 905-709-3225 Cell: 416-580-1815 Email: bpal@bpalstudio.com	
07/01/2024	
ENGINEER:	
DRAWING TITLE	
PROPOSED FIRST FLOOR PLAN	
OPTION-2	
DRAWN BY	PP
CHECKED BY	MB
APPROVED BY	MB
SCALE	SIZE
1/8"=1'-0"	A1
SHEET NO	STAGE
ADD	CLIENT REVIEW
PHASE	REV
00	00
ISSUED DATE	22-07-2024



SCHEDULE C

LANDLORD'S WORK AND TENANT'S WORK

Landlord's Work:

1. The landlord shall, at its own effort and expense, complete the following work prior to Commencement Date or as soon as possible thereafter:
 - a. Ensure all new construction warehouse, offices, truck repair shop is built as per as per Schedule B, including roof, heating, ventilating, air conditioning, electrical, plumbing and drainage;
 - b. Ensure all door equipment including doors are in good working order upon possession by the Tenant;
 - c. Ensure the Premises is provided in a clean, broom swept condition;
 - d. Landlord shall ensure all new construction is done with no leakage or no repairs.
 - e. Landlord shall ensure all A/C and heating units are in working order in the office space;
 - f. All docks and bays/doors are fixed and sealed along with it being in good working order; and

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Authentication
NS

SCHEDULE D
PERMITTED ENCUMBRANCES
N/A

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MP

AuthenticSource
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SCHEDULE F

ESA Report

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Mr

AuthenticSource
NS

In order for you to be released, the obligations that are indicated below must be complied with:

- You promise to pay the amount of \$25,000 if you fail to comply with a condition of this release order.

5. Conditions

You must comply with the following conditions:

1. Notify the OIC of the investigation Officer Ewles Badge #3388 of Peel Regional Police 21 Division of your address within 24 hours of release, and of any change of address or employment in advance of that change.
2. No driving or being in the driver's seat of a motor vehicle, or possessing the keys or ignition device to any motor vehicle unless you are the registered owner with the Province of Ontario, or you are with the registered owner, or you have written permission dated and signed from the registered owner with you.
3. Do not permit any vehicle to be in your possession or on the property of 6950 Kenderry Gate UNLESS the vehicle is lawfully owned by you or your company (8438048 Canada Inc), or is lawfully leased by you or your company (8438048)
4. Do not permit any vehicle where the VIN has been altered to be in your possession or on the property 6950 Kenderry Gate or the company 8438048 Canada Inc.

6. Variation

The conditions of this release order may be varied with the written consent of the prosecutor, yourself and your sureties, if any.

APPENDIX D

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 8 TH
	)	
JUSTICE CONWAY	)	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

“**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.

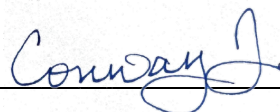
2. **THIS COURT ORDERS** that by no later than May 6, 2025, the Respondents shall provide the following to the Receiver, in form and substance satisfactory to the Receiver, in respect of all of the vehicles listed in: (i) the summary of search results of the Vehicle Identification Numbers (“**VINs**”) 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

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 peremptory 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

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

FASKEN MARTINEAU DUMOULIN LLP

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

Dylan Chochla (62137I)

dchochla@fasken.com
Tel: +1 416 868 3425

Jennifer L. Caruso (79321K)

jcaruso@fasken.com
Tel: +1 416 865 4471

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 peremptory 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 positioned below the text of the fourth paragraph.

APPENDIX E

TO PAID OFF VEHICLES

S.NO.	VIN NO.	LOCATION
1	4V4NC9EH6EN162259	IT WAS AT 6950 KENDERRY GATE, TAKEN BY BAILIFF OF BDO, March 12, 2025
2	4V4NC9EH5FN179944	IT WAS AT 6950 KENDERRY GATE, TAKEN BY BAILIFF OF BDO , March 12, 2025
3	1FUJBBCKX7LW97377	IT WAS AT 6950 KENDERRY GATE, TAKEN BY BAILIFF OF BDO , March 12, 2025
4	1GRAA0629GW700610	IT WAS AT 6950 KENDERRY GATE, TAKEN BY BAILIFF OF BDO , March 12, 2025
5	1UYVS2537CU444571	IT IS AT 7388 GUELPH LINE, CAMPBELLVILLE, ON, SIEZED BY BAILIFF, March 17, 2025, Trailer is still there, bailiff did not move it yet.
6	1UYVS25319M665723	IT IS AT 7388 GUELPH LINE, CAMPBELLVILLE, ON, SIEZED BY BAILIFF, March 17, 2025, Trailer is still there, bailiff did not move it yet.
7	1GRAA0620BW702982	IT IS T 1817 REGIONAL RD 97, FLAMBOROUGH, AVAILABLE FOR PICK UP
8	1GRAA0620CW700845	IT IS T 1817 REGIONAL RD 97, FLAMBOROUGH, AVAILABLE FOR PICK UP
9	1GRAA0628BB705121	IT IS T 1817 REGIONAL RD 97, FLAMBOROUGH, AVAILABLE FOR PICK UP
10	1UYVS25305M626812	IT IS T 1817 REGIONAL RD 97, FLAMBOROUGH, AVAILABLE FOR PICK UP

Listed on PPSA: 8438048 Canada Inc. (o/a AMG Global)

No.	Status	Serial Number	Year	Make/Model	Type	Location/AMG Comments
1	Active	1FUJGLD5XELFN9273	2014	FREIGHTLINER CASCADIA CA125SLP	Motor	Returned to BDO
2	Active	1FUJHHDR1KLJZ8957	2019	FREIGHTLINER CASCADIA	Motor	Returned to BVD
3	Active	1FLUHHDR1KLKN4539	2019	FREIGHTLINER CASCADIA	Motor	Returned to BVD
4	Active	1FUJHHDR4NLMX0762	2022	FREIGHTLINERFM2	Motor	Taken by Bailiff of BDO on march 12, brought back from laredo TX
5	Active	1FUJHHDR5MLMD3830	2021	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
6	Active	1FUJHHDR6NLMX0763	2022	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
7	Active	1GRAA0629GW700610	2016	GREAT DANEREEFER TRAILER	Motor	Has reviewed records and is not aware of this unit, but will continue to check
8	Active	1GYS4FKTXPR202044	2023	CADILLACESCALADE 4X4 SQ	Motor	Returned to the leasing company
9	Active	1JJV532B2FL866000	2015	WABASH 53' TRAILER	Motor	Has reviewed records and is not aware of this unit, but will continue to check
10	Active	1JJV532B2NL255348	2022	WABASH REEFER CARRER 7500X4	Motor	Returned to Breadner Trailers
11	Active	1TA144024C1104147	8.25	THEURER TRIAXLE	Motor	Returned to Interpool INC
12	Add	1UYVS2531K6763824	2019	UTILITY REEFER TRAILER	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
13	Active	1UYVS2534K6763820	2019	UTILITY REEFER	Motor	Returned to Meridian
14	Active	1UYVS3532P6804202	2023	UTILITY TRAILER	Motor	Returned to Daimler
15	Active	1UYVS3536P6804204	2023	UTILITY TRAILER	Motor	Returned to Daimler
16	Add	1XKYDP9XDRJ974508	2024	KENWORTH KENWORTH T680	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
17	Add	1XKYDP9X2RJ974509	2024	KENWORTH KENWORTH T680	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
18	Add	1XPBDP9X1PD879192	2023	PETERBILT PETERBILT 579	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
19	Active	2SHSR5323RS003250	2024	CIMC COOL GLOBE	Motor	Returned to the leasing company
20	Active	2SHSR5325RS003248	2024	CIMC53 TRAILER	Motor	Returned to the leasing company
21	Active	2SHSR5327RS003249	2024	CMC53 TRAILER	Motor	Returned to the leasing company
22	Active	2SHSR5327RS508563	2023	CMC THERMO KING G-600	Motor	STOLEN REPORT NO- P240409498 (DEC 26,2024) from 455 Gibraltar Drive, Mississauaga
23	Active	3AKJHHDR0MSMF6050	2021	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
24	Active	3AKJHHDR0NSNE3822	2022	FREIGHTLINER CASCADIA	Motor	Returned to BVD
25	Active	3AKJHHDR1KSJX9393	2019	FREIGHTLINER CASCADIA	Motor	Returned to BVD
26	Active	3AKJHHDR1KSKC5588	2019	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
27	Active	3AKJHHDR1RSUL9916	2024	FREIGHTLINER CASCADIA	Motor	STOLEN REPORT NO- P240409498 (DEC 26,2024) from 455 Gibraltar Drive, Mississauaga under loadma
28	Active	3AKJHHDR2LSLR4489	2020	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
29	Active	3AKJHHDR2MSLX5636	2021	FREIGHT FM2	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
30	Active	3AKJHHDR3RSUL9917	2024	FREIGHTLINER CASCADIA	Motor	STOLEN REPORT NO- P240409498 (DEC 26,2024) from 455 Gibraltar Drive, Mississauaga
31	Active	3AKJHHDR5KSKJ1021	2019	FREIGHTLINER CASCADIA	Motor	Returned to the leasing company
32	Active	3AKJHHDR6LSLX7002	2020	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
33	Active	3AKJHHDR6MSMF6120	2021	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
34	Active	3AKJHHDR6RSUL9913	2024	FREIGHTLINER CASCADIA	Motor	STOLEN REPORT NO- P240409498 (DEC 26,2024) from 455 Gibraltar Drive, Mississauaga under loadma
35	Active	3AKJHHDR7LSKX0475	2020	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler

36	Active	3AKJHHDR9KSKC5399	2019 FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
37	Active	3H3V532C0MT400023	2021 HT THERMOTECH	Motor	Returned to Breadner Trailers
38	Active	3H3V532C5MT400017	2021 HT THERMOTECH	Motor	Returned to Breadner Trailers
39	Active	3H3V532C7MT400018	2021 HT THERMOTECH	Motor	Returned to Breadner Trailers
40	Active	3H3V532C7MT400021	2021 HT THERMOTECH	Motor	Returned to Breadner Trailers
41	Active	3H3V532C9MT400019	2021 HT THERMOTECH	Motor	Returned to Breadner Trailers
42	Add	3H3V532K1NJ304079	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
43	Active	3H3V532K1NJ304082	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
44	Active	3H3V532K2NJ030021	2022 HYUNDAI DRY VAN	Motor	Returned to the leasing company
45	Add	3H3V532K2NJ304074	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
46	Add	3H3V532K2NJ304075	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
47	Add	3H3V532K2NJ304076	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
48	Add	3H3V532K2NJ304077	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
49	Add	3H3V532K2NJ304078	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
50	Add	3H3V532K2NJ304079	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 44
51	Add	3H3V532K2NJ304080	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
52	Add	3H3V532K2NJ304081	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
53	Add	3H3V532K2NJ304082	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 45
54	Add	3H3V532K2NJ304083	2022 HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
55	Active	3H3V532K3NJ304083	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 54
56	Active	3H3V532K4NJ304075	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 48
57	Active	3H3V532K6NJ304076	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 49
58	Active	3H3V532K8NJ304077	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 50
59	Active	3H3V532K8NJ304080	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 51
60	Active	3H3V532KXNJ304078	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 49
61	Active	3H3V532KXNJ304081	2022 HYUNDAI REEFER THERMOKING G-600	Motor	DUPLICATE TO 54
62	Active	4V4NC9EH0LN258319	2020 VOLVOVN	Motor	Taken by Bailiff of Daimler
63	Active	4V4NC9EH0MN282945	2021 VOLVO 640	Motor	Taken by Bailiff of Daimler
64	Active	4V4NC9EH1KN904918	2019 VOLVO 760	Motor	Returned to the leasing company
65	Active	4V4NC9EH1LN226513	2020 VOLVOVN	Motor	Returned to BDO
66	Active	4V4NC9EH3JN996208	2018 VOLVOVNL 760 TRUCK	Motor	Returned to the leasing company
67	Active	4V4NC9EH4NN297675	2022 VOLVOVN	Motor	Returned to BDO
68	Active	4V4NC9EH6KN905949	2019 VOLVOVN	Motor	Returned to the leasing company
69	Active	527SR5320FL029296	2023 CMC THERMO KING	Motor	Returned to BVD
70	Active	527SR5320PM028931	2023 VANGUARD 7500	Motor	Taken by Bailiff of Daimler
71	Active	527SR5321PL029291	2023 CMC THERMO KING	Motor	Returned to BVD
72	Active	527SR5322PM028919	2023 VANGUARD 7500	Motor	Taken by Bailiff of Daimler

73 Active	527SR5323PL029292	2023 CMC THERMO KING	Motor	Returned to BVD
74 Active	527SR5323PL136855	2023 CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
75 Active	527SR5325PL029293	2023 CIMC THERMO KING	Motor	Returned to BVD
76 Active	527SR5325PM028929	2023 VANGUARD 7500	Motor	Taken by Bailiff of Daimler
77 Active	527SR5328PL029224	2023 CMC THERMO KING	Motor	Returned to BVD
78 Active	527SR5328PL146852	2023 CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
79 Add	527SR5328PL146902	2023 CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
80 Active	527SR5328PL148214	2023 CMCREEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
81 Add	527SR5328PL148858	2023 CMCREEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
82 Add	527SR5328PL168723	2023 CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
83 Active	527SR5329PM028920	2023 VANGUARD 7500	Motor	Taken by Bailiff of Daimler
84 Active	527SR532XPL029290	2023 CMC THERMO KING	Motor	Returned to BVD
85 Active	5KJJBHDR3MLMT5821	2021 WESTERN STAR 5700 XE	Motor	Taken by Bailiff of Daimler
86 Active	5KJJBHDR4MLMT7030	2021 WESTERN STAR 5700XE	Motor	Taken by Bailiff of Daimler
87 Active	5KJJBHDR6MLMT7031	2021 WESTERN STAR 5700XE	Motor	Taken by Bailiff of Daimler
88 Active	5KJJBHDR8MLMT7029	2021 WESTERN STAR 5700 XE	Motor	Taken by Bailiff of Daimler
89 Add	5V8VC5320RT401712	2024 VANGUARD VXP 53'	Motor	Returned to BDO
90 Active	5V8VC5321PM304493	2023 VANGUARD DRY VAN	Motor	Returned to BVD
91 Add	5V8VC5322RT401789	2024 VANGUARD VXP 53'	Motor	Returned to BDO
92 Add	5V8VC5323RT401445	2024 VANGUARDVXP 53'	Motor	Returned to BDO
93 Add	5V8VC5323RT401784	2024 VANGUARDVXP 53'	Motor	it was at 6950 KENDERRY GATE returned by third party carrier, taken by Bailiff of BDO on March 12
94 Active	5V8VC5325PM304500	2023 VANGUARD DRY VAN	Motor	Returned to BVD
95 Add	5V8VC5325RT401446	2024 VANGUARD VXP53'	Motor	AMG believes this is with a third party carrier, and will reach out to carriers to confirm
96 Active	5V8VC5326PM304487	2023 VANGUARD DRY VAN	Motor	Returned to BVD
97 Add	5V8VC5326RT401715	2024 VANGUARDVXP53	Motor	Located at the Sarnia Border with the CBSA
98 Add	5V8VC5327RT401447	2024 VANGUARDVXP53	Motor	Returned to BDO
99 Active	5V8VC5328PM304488	2023 VANGUARD DRY VAN	Motor	Returned to BVD
100 Add	5V8VC5328RT401716	2024 VANGUARD VXP 53	Motor	Returned to BDO
101 Add	5V8VC532XRT401717	2024 VANGUARD VXP 53	Motor	Returned to BDO
102 Add	5V8VC532XRT401720	2024 VANGUARD VXP 53	Motor	Returned to BDO
103 Active	6001163419	2015 THERMOKING SB330	Motor	Returned to the leasing company
104 Active	C6157	2022 TOYOTA 8FGCU25	Motor	Returned to the leasing company
105 Active	SCBGU3ZA1GC052149	2016 BENTLEY CONTINENTAL	Motor	Returned to the leasing company
106 Active	VAP91748351	2024 CARRERREIFER	Motor	Returned to the leasing company
107 Active	VAP91748392	2024 CARRIERX47500	Motor	Returned to the leasing company
108 Active	VAP91749393	2024 CARRIERREEFER	Motor	Returned to the leasing company
109 Active	WDCYC5FF2HX280553	2017 MERCEDES-BENZ G550 4X4	Motor	Returned to the leasing company

APPENDIX F

No.	Serial Number	Year	Make/Model	Secured Creditor	Physical Location Status/BDO	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
1	1FUJGLD5XELFN9273	2014	FREIGHTLINER CASCADIA	EQUIREX, A DIVISION OF BENNINGTON	BDO in possession (Ritchie Bros site)		Returned to BDO	
2	1FUJHHDR1KLJZ8957	2019	FREIGHTLINER CASCADIA	BVD EQUIPMENT FINANCE INC.	Not located	BVD Advised Receiver they have NOT recovered the Vehicle	Returned to BVD	Bailiff of BVD has taken from the yard
3	1FUJHHDR1KLKN4539	2019	FREIGHTLINER CASCADIA	BVD EQUIPMENT FINANCE INC.	Not located	BVD Advised Receiver they have NOT recovered the Vehicle	Returned to BVD	Bailiff of BVD has taken from the yard
4	1FUJHHDR4NLMX0762	2022	FREIGHTLINERFM 2	CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of BDO on March 12, brought back from Laredo TX	It is in the possession of BDO Bailiff
5	1FUJHHDR5MLMD3830	2021	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
6	1FUJHHDR6NLMX0763	2022	FREIGHTLINER CASCADIA	MERCEDES-BENZ FINANCIAL SERVICES CANADA DAIMLER TRUCK	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
7	1GRAA0629GW700610	2016	GREAT DANEREEFER TRAILER	EQUIREX, A DMVISION OF BENNINGTON FINANCIAL CORP. BODKIN, A DIVISION OF	BDO in possession (Ritchie Bros site)		6950 Kenderry Gate, taken by bailiff of BDO March 12, 2025	
8	1GYS4FKTXPR202044	2023	CADILLACESCALA DE 4X4 SQ	PAUL MOTOR LEASING	Not located		Returned to the leasing company	
9	1JJV532B2FL866000	2015	WABASH 53' TRAILER	RIORDAN CAR AND TRUCK RENTALS INC.	Reposessed	Reposessed	Has reviewed records and is not aware of this unit, but will continue to check	
10	1JJV532B2NL255348	2022	WABASH REEFER CARRER 7500X4	CANADIAN WESTERN BANK EQUIREX, A DIVISION OF BENNINGTON	Not located	Breadner advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
11	1TA144024C1104147	8.25	THEURER TRIAXLE	TRAC LEASE INC AND AFFILIATED COMPANIES	Not located	Trac Lease Inc advised they have NOT recovered this Vehicle	Returned to Interpool INC	
12	1UYVS2531K6763824	2019	UTILITY REEFER TRAILER	ADD CAPITAL CORP.	Not located		AMG cannot locate the details of this unit, and is unaware, but will continue	
13	1UYVS2534K6763820	2019	UTILITY REEFER	MERIDIAN ONECAP CREDIT CORP.	Other	Meridian confirmed Vehicle in accident and they received	Returned to Meridian	

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
14	1UYVS3532P6804202	2023	UTILITY TRAILER	DAIMLER TRUCK FINANCIAL SERVICES	BDO in possession (Ritchie Bros site)	Returned to Daimler	
15	1UYVS3536P6804204	2023	UTILITY TRAILER	DAIMLER TRUCK FINANCIAL SERVICES	Repossessed	Repossessed	Returned to Daimler
16	1XKYDP9XDRJ974508	2024	KENWORTH KENWORTH T680	CANADIAN WESTERN BANK	Not located	AMG cannot locate the details of this unit, and is unaware, but will continue	
17	1XKYDP9X2RJ974509	2024	KENWORTH KENWORTH T680	CANADIAN WESTERN BANK	Not located	AMG cannot locate the details of this unit, and is unaware, but will continue	
18	1XPBDP9X1PD879192	2023	PETERBILT PETERBILT 579	CANADIAN WESTERN BANK	Not located	AMG cannot locate the details of this unit, and is unaware, but will continue	
19	2SHSR5323RS003250	2024	CIMC COOL GLOBE	BIG RIG TRAILERS & LEASING INC	Not located	TFG advised unit is not in their possession	Returned to the leasing company
20	2SHSR5325RS003248	2024	CIMC53 TRAILER	BIG RIG TRAILERS & LEASING INC	Not located	Riordan advised unit is NOT in their possession	Returned to the leasing company
21	2SHSR5327RS003249	2024	CMC53 TRAILER	BIG RIG TRAILERS & LEASING INC	Repossessed	Repossessed	Returned to Leasing company (Riordon)
22	2SHSR5327RS508563	2023	CMC THERMO KING G-600	CANADIAN WESTERN BANK	Not located	Stolen Report No- P240409498 (Dec 26, 2024) from 455 Gibraltar Drive,	
23	3AKJHHDR0MSMF6050	2021	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler
24	3AKJHHDR0NSNE3822	2022	FREIGHTLINER CASCADIA	BVD EQUIPMENT FINANCE INC.	Not located	BVD advised Receiver they have NOT recovered the Vehicle	Returned to BVD
25	3AKJHHDR1KSJX9393	2019	FREIGHTLINER CASCADIA	BVD EQUIPMENT FINANCE INC.	Repossessed	Repossessed	Returned to BVD
26	3AKJHHDR1KSKC5588	2019	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Repossessed	Repossessed	Taken by Bailiff of Daimler
27	3AKJHHDR1RSUL9916	2024	FREIGHTLINER CASCADIA	CANADIAN WESTERN BANK	Missing	Stolen Report No- P240409498 (Dec 26, 2024) from 455 Gibraltar Drive,	
28	3AKJHHDR2LSLR4489	2020	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler
29	3AKJHHDR2MSLX5636	2021	FREIGHT FM2	CANADIAN WESTERN BANK	Not located	Receiver contacted Vintage Logistics, denied having AMG	Last known address was at Vintage Logistics located at 18714 West Peak
30	3AKJHHDR3RSUL9917	2024	FREIGHTLINER CASCADIA	CANADIAN WESTERN BANK	Not located	Stolen Report No- P240409498 (Dec 26, 2024) from 455 Gibraltar Drive,	
31	3AKJHHDR5KSKJ1021	2019	FREIGHTLINER CASCADIA	MITSUBISHI HC CAPITAL CANADA LEASING, INC.	Not located	Mitsubishi confirmed bailiff was unsuccessful, asset still in	Returned to leasing company

Bailiff of Daimler has taken from the yard

Bailiff of Daimler has taken from the yard

Bailiff of Daimler has taken from the yard

Bailiff of BVD has taken from the yard

Bailiff of Daimler has taken from the yard

Vintage Logistics is a yard owner leased by HBC and AMG subleased

Bailiff of Mitsubishi has taken from the yard

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments	
32	3AKJHHDR6LSLX7002	2020	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
33	3AKJHHDR6MSMF6120	2021	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
34	3AKJHHDR6RSUL9913	2024	FREIGHTLINER CASCADIA	CANADIAN WESTERN BANK	Not located		Stolen Report No- P240409498 (Dec 26, 2024) from 455 Gibraltar Drive,	
35	3AKJHHDR7LSKX0475	2020	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
36	3AKJHHDR9KSKC5399	2019	FREIGHTLINER CASCADIA	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
37	3H3V532C0MT400023	2021	HT THERMOTECH	R & S TRAILERLEASING LIMITED (O/A	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
38	3H3V532C5MT400017	2021	HT THERMOTECH	R & S TRAILERLEASING LIMITED (O/A	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
39	3H3V532C7MT400018	2021	HT THERMOTECH	R & S TRAILERLEASING LIMITED (O/A	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
40	3H3V532C7MT400021	2021	HT THERMOTECH	R & S TRAILERLEASING LIMITED (Q/A	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
41	3H3V532C9MT400019	2021	HT THERMOTECH	R & S TRAILERLEASING LIMITED (C/A	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
42	3H3V532K1NJ304079	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
43	3H3V532K1NJ304082	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
44	3H3V532K2NJ030021	2022	HYUNDAI DRY VAN	EQUIREX, A DIVISION OF BENNINGTON	Repossessed		Returned to the leasing company	
45	3H3V532K2NJ304074	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
46	3H3V532K2NJ304075	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
47	3H3V532K2NJ304076	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
48	3H3V532K2NJ304077	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024
49	3H3V532K2NJ304078	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers	Breadner leased to AMG and AMG returned to Breadner in 2024

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
50	3H3V532K2NJ304079	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K1N" this is "K2N"	Returned to Breadner Trailers - Appears ** VIN #S Same as no.42 to be a duplicate
51	3H3V532K2NJ304080	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers Breadner leased to AMG and AMG returned to Breadner in 2024
52	3H3V532K2NJ304081	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers Breadner leased to AMG and AMG returned to Breadner in 2024
53	3H3V532K2NJ304082	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K1N" this is "K2N"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.43 to be a duplicate
54	3H3V532K2NJ304083	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	Breadner Advised they have NOT recovered this Vehicle	Returned to Breadner Trailers Breadner leased to AMG and AMG returned to Breadner in 2024
55	3H3V532K3NJ304083	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K2N" this is "K3N"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.54 to be a duplicate
56	3H3V532K4NJ304075	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K2N" this is "K4N"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.46 to be a duplicate
57	3H3V532K6NJ304076	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K2N" this is "K4N"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.47 to be a duplicate
58	3H3V532K8NJ304077	2022	HYUNDAIREEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K2N" this is "K6N"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.48 to be a duplicate
59	3H3V532K8NJ304080	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K2N" this is "K8N"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.51 to be a duplicate
60	3H3V532KXNJ304078	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	Not located	*Not a duplicate, the similar one is "K2N" this is "KXN"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.49 to be a duplicate
61	3H3V532KXNJ304081	2022	HYUNDAI REEFER THERMOKING G-	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)	*Not a duplicate, the similar one is "K2N" this is "KXN"	Returned to Breadner Trailers - Appears ** VIN # Same as NO.52 to be a duplicate
62	4V4NC9EH0LN258319	2020	VOLVOVN	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler Bailiff of Daimler has taken from the yard
63	4V4NC9EH0MN282945	2021	VOLVO 640	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler Bailiff of Daimler has taken from the yard
64	4V4NC9EH1KN904918	2019	VOLVO 760	EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.	BDO in possession (Ritchie Bros site)		Returned to the leasing company
65	4V4NC9EH1LN226513	2020	VOLVOVVN	CANADIAN WESTERN	Not located	BDO is NOT in possession	Returned to BDO Bailiff has taken from the yard
66	4V4NC9EH3JN996208	2018	VOLVOVNL 760	ADD CAPITAL CORP.	Not located		Returned to the leasing company
67	4V4NC9EH4NN297675	2022	VOLVOVVN	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
68	4V4NC9EH6KN905949	2019	VOLVOVVN	FLEX-CAPINC	Not located	Flex-Cap advised they have NOT recovered the vehicle	Returned to the Flex-Cap leasing company's bailiff

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments	
69	527SR5320FL029296	2023	CMC THERMO	BVD EQUIPMENT	Not located	BVD Advised Receiver they have	Returned to BVD	Bailiff of BVD has taken from the yard
70	527SR5320PM028931	2023	VANGUARD 7500	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
71	527SR5321PL029291	2023	CMC THERMO	BVD EQUIPMENT	Not located	BVD advised Receiver they have	Returned to BVD	Bailiff of BVD has taken from the yard
72	527SR5322PM028919	2023	VANGUARD 7500	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
73	527SR5323PL029292	2023	CMC THERMO	BVD EQUIPMENT	Not located	BVD advised Receiver they have	Returned to BVD	Bailiff of BVD has taken from the yard
74	527SR5323PL136855	2023	CMC REFFER TRAILER	CANADIAN WESTERN BANK	Not located	Receiver contacted Vintage Logistics, denied having AMG	Last known address was at Vintage Logistics located at 18714 West Peak	Vintage Logistics is a yard owner leased by HBC and AMG rented
75	527SR5325PL029293	2023	CIMC THERMO KING	BVD EQUIPMENT FINANCE INC.	Not located	BVD advised Receiver they have NOT recovered the Vehicle	Returned to BVD	Vintage Logistics is a yard owner leased by HBC and AMG rented
76	527SR5325PM028929	2023	VANGUARD 7500	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Vintage Logistics is a yard owner leased by HBC and AMG rented
77	527SR5328PL029224	2023	CMC THERMO KING	BVD EQUIPMENT FINANCE INC.	Not located	BVD advised Receiver they have NOT recovered the Vehicle	Returned to BVD	Vintage Logistics is a yard owner leased by HBC and AMG rented
78	527SR5328PL146852	2023	CMC REEFER TRAILER	CANADIAN WESTERN BANK	Not located	Receiver contacted Vintage Logistics, denied having AMG	Last known address was at Vintage Logistics located at 18714 West Peak	Vintage Logistics is a yard owner leased by HBC and AMG rented
79	527SR5328PL146902	2023	CMC REEFER TRAILER	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Last known address was at Vintage Logistics located at 18714 West Peak	Vintage Logistics is a yard owner leased by HBC and AMG rented
80	527SR5328PL148214	2023	CMCREEFER TRAILER	CANADIAN WESTERN BANK	Not located	Receiver contacted Vintage Logistics, denied having AMG	Last known address was at Vintage Logistics located at 18714 West Peak	Vintage Logistics is a yard owner leased by HBC and AMG rented
81	527SR5328PL148858	2023	CMCREEFER TRAILER	CANADIAN WESTERN BANK	Not located	Receiver contacted Vintage Logistics, denied having AMG	Last known address was at Vintage Logistics located at 18714 West Peak	Vintage Logistics is a yard owner leased by HBC and AMG rented
82	527SR5328PL168723	2023	CMC REEFER TRAILER	CANADIAN WESTERN BANK	Not located	Receiver contacted Vintage Logistics, denied having AMG	Last known address was at Vintage Logistics located at 18714 West Peak	Vintage Logistics is a yard owner leased by HBC and AMG rented
83	527SR5329PM028920	2023	VANGUARD 7500	DAIMLER TRUCK FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard
84	527SR532XPL029290	2023	CMC THERMO	BVD EQUIPMENT	Not located	BVD advised Receiver they have	Returned to BVD	Bailiff of BVD has taken from the yard
85	5KJJBHDR3MLMT5821	2021	WESTERN STAR 5700 XE	CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES	BDO in possession (Ritchie Bros site)		Taken by Bailiff of Daimler	
86	5KJJBHDR4MLMT7030	2021	WESTERN STAR 5700XE	JUST TRUX CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler	Bailiff of Daimler has taken from the yard

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
87	5KJJBHDR6MLMT7031	2021	WESTERN STAR 5700XE	CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler Bailiff of Daimler has taken from the yard
88	5KJJBHDR8MLMT7029	2021	WESTERN STAR 5700 XE	CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES	Not located	Daimler advised unit is NOT in their possession	Taken by Bailiff of Daimler Bailiff of Daimler has taken from the yard
89	5V8VC5320RT401712	2024	VANGUARD VXP 53'	CANADIAN WESTERN BANK	Guelph Line (Pending Pick Up)	Guelph Line - Pending Pick Up Once Ground Conditions are Better	
90	5V8VC5321PM304493	2023	VANGUARD DRY	BVD EQUIPMENT	Repossessed	Repossessed	Returned to BVD
91	5V8VC5322RT401789	2024	VANGUARD VXP 53'	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
92	5V8VC5323RT401445	2024	VANGUARDVXP 53'	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
93	5V8VC5323RT401784	2024	VANGUARDVXP 53'	CANADIAN WESTERN BANK	Not located		it was at 6950 Kenderry Gate returned by third party carrier, taken by Bailiff
94	5V8VC5325PM304500	2023	VANGUARD DRY	BVD EQUIPMENT	Repossessed	Repossessed	Returned to BVD
95	5V8VC5325RT401446	2024	VANGUARD VXP53'	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		AMG believes this is with a third party carrier, and will reach out to carriers
96	5V8VC5326PM304487	2023	VANGUARD DRY	BVD EQUIPMENT	Repossessed	Repossessed	Returned to BVD
97	5V8VC5326RT401715	2024	VANGUARDVXP5	CANADIAN WESTERN BANK	With CBSA	Receipt from CBSA Confirms Trailer	Located at the Sarnia Border with the
98	5V8VC5327RT401447	2024	VANGUARDVXP5 3	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
99	5V8VC5328PM304488	2023	VANGUARD DRY	BVD EQUIPMENT	Repossessed	Repossessed	Returned to BVD
100	5V8VC5328RT401716	2024	VANGUARD VXP 53	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
101	5V8VC532XRT401717	2024	VANGUARD VXP 53	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
102	5V8VC532XRT401720	2024	VANGUARD VXP 53	CANADIAN WESTERN BANK	BDO in possession (Ritchie Bros site)		Returned to BDO
103	6001163419	2015	THERMOKING	RIORDAN CAR AND	Repossessed	Repossessed	Returned to the leasing company
104	C6157	2022	TOYOTA	VAULT CREDIT	Not located	Vault advised forklift is NOT in	Returned to the leasing company Bailiff took it from the warehouse
105	SCBGU3ZA1G052149	2016	BENTLEY	PAUL MOTOR LEASING	Not located		Returned to the leasing company
106	VAP91748351	2024	CARRERREIFER	RIORDAN LEASING INC.	Not located	Riordan advised unit is NOT in their possession	Returned to the leasing company 2SHSR5323RS003250 same as above NO 20

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
107	VAP91748392	2024	CARRIERX47500	TFG FINANCIAL CORPORATION	Not located	TFG advised unit is not in their possession	Returned to the leasing company
108	VAP91749393	2024	CARRIERREEFER	RIORDAN LEASING INC.	Repossessed	Repossessed	Returned to the leasing company
109	WDCYC5FF2HX280553	2017	MERCEDES-BENZ G550 4X4	PAUL MOTOR LEASING	Police Custody (Repossessed from Kenderry)	Police Custody (Repossessed from Kenderry)	Returned to the leasing company
110	4V4NC9EH5DN146262				BDO in possession (Ritchie Bros site)		
111	3H3V532K0NJ681051				On-site (as at Dec 5		
112	3H3V532C0DT10014				On-site (as at Dec 5		
113	1UYVS2534GM738211				On-site (as at Dec 5		
114	4V4NC9EJXFN174676						owner operator left the company and took the truck
115	1GCGG25C181144767				BDO in possession (Ritchie Bros site)		No Records with AMG
116	3AKJHHDR1SSWD4397	2007	Freightline		On-site (as at Dec 5		
117	1FUJBBCKX7LW97377		Columbia		BDO in possession (Ritchie Bros site)	6950 Kenderry Gate, taken by bailiff of BDO March 12, 2025	
118	3ALACWFD0RDUU9888				On-site (as at Dec 5		
119	4V4NC9EJ6HN966861				On-site (as at Dec 5		
120	4V4NC9EH8HN963523		Volvo Truck		BDO in possession (Ritchie Bros site)		
121	3AKJHHDR9SSWD4390				On-site (as at Dec 5		
122	4V4NC9EH5FN179944				425 Gibraltar (as at Dec 5 2024) - Not in BDO's Possession	6950 Kenderry Gate, taken by bailiff of BDO March 12, 2025	Bailiff or OPP took it fro the 6950 Kenderry yard on March 12, 2025
123	3HSDJAPR9HN656300				On-site (as at Dec 5		
124	4V4NC9EHXHN963930		Volvo D13		BDO in possession (Ritchie Bros site)		
125	1FUJGLD5XFLGE3932				Missing		
126	1FUJGLD59FLGB2560				On-site (as at Dec 5		
127	1GRAA0620GW700611	2016	Great Dane Reefer Trailer		Not located		No Records with AMG
128	3AKJGLD62ESFV1682	2014	Freightliner Cascadia		BDO in possession (Ritchie Bros site)		
129	3AKJHHDR8KSJX9388	2019	Freightliner		Repossessed		
130	1FUJHHDR1KLKJZ89567				Not located		

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
131	3AKJHHDR5JSJJ4089	2018	Freightliner		Reposessed		
132	4V4NC9EH6KN211083	2019	Volvo VNL 760		Reposessed		
133	1FUJHHDRXKLKN4510				Not located		
134	3AKJHHDRXKSJX9330	2019	Freightliner		Reposessed		
135	527SR5323PL027350	2023	CIMC COOL		Not located		
136	527SR5326PL027357	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
137	527SR5324PL027356	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
138	527SR5320PL027354	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
139	527SR5327PL027335	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
140	3AKJHHDRXKSKC6108	2019	Freightliner		Reposessed		
141	3AKJHHDR2JSJJ4082	2018	Freightliner		Reposessed		
142	3AKJHHDR9KSJX9321	2019	Freightliner		Reposessed		
143	3AKJHHDR5KSJX9459	2019	Freightliner		Reposessed		
144	3AKJHHDR3KSJX9458	2019	Freightliner		Reposessed		
145	1UYVS2531N6446713				Not located		Leased by TFG Reposessed by TFG
146	2SHSR5323PS000894	2023	CIMC COOL		Reposessed		
147	2SHSR5321PS000893	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
148	527SR5325PL027351	2023	CIMC COOL		Not located		
149	527SR5327PL027349	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
150	527SR5322PL027355	2023	CIMC COOL GLOBE		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
151	527SR5328PL027358	2023	CIMC COOL		Not located		
152	527SR5325PL027348	2023	CIMC COOL		Not located		
153	527SR5320PL029296	2023	CIMC Thermoking		Not located		Leased by BVD and reposessed by them BVD Bailiff took it from the yard
154	527SR5325PL027347				Not located		
155	527SR5325PL027352				Not located		
156	527SR5325PL027353				Not located		
157	3AKJHHDR6MSMD6120				Not located		
158	3AKJHHDR1KSLX5588				Not located		
159	4V4NC9EHOLN2583				Not located		

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
160	3AKJHHDRIRSUL9916				Not located		No Records with AMG
161	BAKJHHDR3RSUL9917				Not located		No Records with AMG
162	527SR5328PL236857	2023	CIMC Trailer		Not located		AMG sold this trailer to BJS (Sep 24, 2024)
163	527SR5328PL268207	2023	CIMC Trailer		Not located		AMG sold this trailer to BJS (Sep 24, 2024)
164	527SR5328PL148827	2023	CIMC Trailer		Not located		AMG sold this trailer to BJS (Sep 24, 2024)
165	527SR5328PL168236	2023	CIMC Trailer		Not located		AMG sold this trailer to BJS (Sep 24, 2024)
166	5VBVC5326RT401715				Not located		No Records with AMG
167	SVRVC532XRT401720				Not located		No Records with AMG
168	1FTSS3ELODDA28032				Not located		No Records with AMG
169	1UYVS25325M358121				Not located		No Records with AMG
170	2AYNE8JV993S10074				Not located		No Records with AMG
171	1GRIP0629PT587564				Not located		No Records with AMG
172	1FUJA6CK55LN90440		Truck		BDO in possession (Ritchie Bros site)		No Records with AMG
173	1 FUJBCK37PM62690				Not located		No Records with AMG
174	527SR5323PM031182				Not located		Leased by TPINE and returned to them in October 2024
175	527SR5329PM031204				Not located		Leased by TPINE and returned to them in October 2024
176	3H3V532COMT400023				Not located		Leased by Breadner and returned to them in November 2024
177	IUYVS25347M192512				Not located		No Records with AMG
178	3AKJHHDR7PSK49146				Not located		Stolen Report No- 0202500038251 (Jan 30, 2025) from 7388 Guleph Line, Milton ON, LOP 1B0
179	3AKJHHDR9PSK49214				Not located		Dropped at 400 Ave. Miechel JasminDorval, QC, H9P 1C1
180	3AKJHHDR2RSKX5057				Not located		Stolen Report No- P240409498 (Dec 26, 2024) from 455 Gibraltar Drive, Mississauga
181	1XKYD49X3PJ949646				Not located		No Records with AMG
182	3AKJHHDR8RSK60210				Not located		No Records with AMG
183	3AKJHHDRISJC9314				Not located		No Records with AMG

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
184	527SR5328PT168723				Not located		No Records with AMG
185	527SR5329PL027353	2023	CIMC COOL GLOBE		Not located		Leased by BVD and repossessed by them BVD Bailiff took it from the yard
186	527SR5323PL027347	2023	CIMC COOL GLOBE		Not located		Leased by BVD and repossessed by them BVD Bailiff took it from the yard
187	1UYVS2533J6303708				Not located		No Records with AMG
188	527SR5321PL027346	2023	CIMC COOL GLOBE		Not located		Leased by BVD and repossessed by them BVD Bailiff took it from the yard
189	1UYVS253XN6446712				Not located		No Records with AMG
190	1GRAA0676RR705120				Not located		No Records with AMG
191	527SR5324BM000256				Not located		No Records with AMG
192	527SR5323BM000250				Not located		No Records with AMG
193	2AYNF8JV993S10074				Not located		located at 6950 kenderry gate, available for pick up
194	1FUJGLD55GLGX1904				Not located		No Records with AMG
195	4V4NC9EHXFN179941				Not located		No Records with AMG
196	LFUJBBCK74IN18899				Not located		No Records with AMG
197	1UYVS2534FM100507				Not located		No Records with AMG
198	1FUJGLD55GLGY9660				Not located		No Records with AMG
199	1GRAA0627CW700843				Not located		No Records with AMG
200	1GRAA0620BW702982				1817 Regional Rd 97, Flamborough (Pending Pick Up)	Pending Pick Up	1817 Regional Rd. 97, Flamborough, Available for Pick up
201	1GRAA0620CW700845				Guelph Line (Pending Pick Up)	Pending Pick Up Once Ground Conditions Better - Guelph Line	1817 Regional Rd. 97, Flamborough, Available for Pick up
202	IUYVS3534BM994704				Not located		No Records with AMG
203	1UYVS2532FG076819				Not located		No Records with AMG
204	1UYVS2537CU444571				Guelph Line (Pending Pick Up)	Pending Pick Up Once Ground Conditions Better - Guelph Line	7388 Guelph Line, Campbellville, ON, Seized by Bailiff, March 17, 2025,
205	IUYVS25319M665723				Not located		7388 Guelph Line, Campbellville, ON, Seized by Bailiff, March 17, 2025,
206	1GRAA0628BR705121				Not located	Not at Flamborough Location, checked by Receiver 20250502	1817 Regional Rd. 97, Flamborough, Available for Pick up
207	1UYVS2530FG076818				Not located		No Records with AMG
208	1UYVS25305M626812				Not located	Not at Flamborough Location, checked by Receiver 20250502	1817 Regional Rd. 97, Flamborough, Available for Pick up
209	1GRAA06267B708882				Not located		No Records with AMG

No.	Serial Number	Year	Make/Model	Secured Creditor	Secured Creditor Comments	April 30 Location/AMG Comments	May 12 Location/AMG Comments
210	4V4NC9EH6EN162259	2014	Volvo VN VNL Highway Tractor		BDO in possession (Ritchie Bros site)	6950 Kenderry Gate, taken by bailiff of BDO March 12, 2025	
211	4V4NC9EJ7EN152746				Not located		It was sold out in Dec 2023 as a Scrap.
212	4V4NC9EH3FN179814				Not located		No Records with AMG
213	1FUJGLD53ELFR9016				Not located		owner operator left the company and took the truck
214	1FILJHHDR1KLKN4539				Not located		No Records with AMG
215	527SR5327PL027352	2023	CIMC COOL		Not located		
216	5V8VC5326PM304487	2023	Vanguard		Not located		
217	4VANC9E3XFN174676	2015	Volvo VNL T/A Sleeper Truck		BDO in possession (Ritchie Bros site)		

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 20 TH
	)	
JUSTICE CONWAY	)	DAY OF MAY, 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
(CONTEMPT 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

“Breaching Parties”) 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, the Second Supplemental Motion Record of the Receiver dated April 4, 2025, and the Third Supplemental Motion Record of the Receiver dated May 14, 2025 (the **“Motion Records”**), including the First Report of the Receiver dated February 28, 2025, the Supplement to the First Report of the Receiver dated March 10, 2025, the Second Supplement to the First Report of the Receiver dated April 4, 2025, the Second Report of the Receiver dated May 7, 2025, and the First Supplement to the Second Report of the Receiver dated May 14, 2025, and 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 7, 2025, and May [●], 2025,

SERVICE

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

CONTEMPT AND SCHEDULING OF PENALTY HEARING

2. **THIS COURT ORDERS** that the Debtor and Narinder Shoker (the “**Breaching Parties**”) are hereby declared to be in breach of the Order of Justice Black dated January 16, 2025 and are in contempt of this Court.

3. **THIS COURT ORDERS** that Narinder Shoker is hereby declared to be in breach of the Examination and Production Order of Justice Penny dated March 11, 2025 and is in contempt of this Court.

4. **THIS COURT ORDERS** and directs that a hearing as to the applicable penalty for the above-noted contempt be scheduled, subject to the availability of the Court.

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
(CONTEMPT ORDER)**

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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

**THIRD SUPPLEMENTAL MOTION RECORD OF THE
RECEIVER
(RETURNABLE MAY 20, 2025)**

FASKEN MARTINEAU DUMOULIN LLP

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