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

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

MOTION RECORD OF THE RECEIVER

(Returnable March 11, 2025)

VOLUME 4 OF 4

February 28, 2025

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6
Fax: 416 364 7813

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Jennifer L. Caruso (LSO: 79321K)
jcaruso@fasken.com
Tel: +1 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

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

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B E T W E E N:

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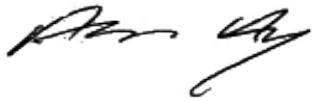
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This is **Exhibit "W"** referred to in the affidavit of Jay Hamblin, sworn before me by videoconference on November 14, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent was located in the City of Edmonton in the Province of Alberta and I was located in the City of Toronto in the Province of Ontario



……...
A Commissioner For Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

DREAM. GROW. THRIVE.
RÊVER. BÂTIR. RÉUSSIR.

July 31, 2023

To Whom It May Concern:

Please be advised that as of July 31, 2023, we have no further interest apart from the loan with respect to the following.

Number - 0000809045001, 0000809045002

Address - 7388 Guelph Line , Milton, ON , L0P1B0

Farm Credit Canada

Per:

Taha Khan
Farm Credit Canada
7025 Langer Drive, Suite 210,
Mississauga, ON L5N 0E8

Bodkin
A Division of Bennington Financial Corp.

July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment:

Equipment: 2016,Great Dane,Reefer Trailer

Serial/VIN: S/N #6001190255 1GRAA0620GW700611

Lease#: 50005281

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:



Amanda Hoey
VP, Operations

102-1465 North Service Rd E Oakville, ON, L6H 1A7 Tel: (800)-387-8155 Fax:(866)-827-1084 TollFree: 1-800-387-9155 www.bodkin.com

MITSUBISHI HC CAPITAL CANADA

Mitsubishi HC Capital Canada Leasing, Inc.
1100 Burloak Drive, Suite 401
Burlington, Ontario L7L 6B2
P > 1 855 840-1298
www.mhccna.com

CONTRACT NUMBER

ESTOPPEL

Date: July 27, 2023

TO: CANADIAN WESTERN BANK and to DAWOOD LAW OFFICE

AND TO: 8438048 CANADA INC.

(*hereinafter called the "**Debtor**"*)

RE: **Registration under the Personal Property Security Act (Ontario)**

We confirm that the undersigned, previously known as CLE Capital Inc., is the secured party under one or more security agreements or lease agreements, as the case may be, with the following registration(s) governed by the *Personal Property Security Act* (Ontario) (the "**PPSA**") against the Debtor (the "**Existing Registration(s)**"):

File No.	Registration No.	Collateral Classification
777677184	20211027 1002 1462 0811	E, O, MV

Our records indicate the collateral covered by the Existing Registration(s) includes only the interest in the equipment listed in Schedule A attached hereto (the "**Collateral**").

Our interest in the Collateral extends to all present and future attachments, components, parts, accessories, additions, alterations and repairs as well as all proceeds of the Collateral, including, without limitation, proceeds and/or replacements derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensate the Debtor for the destructions or damage to or loss of the Collateral.

The undersigned has not assigned its rights under the security interest perfected by the Existing Registration(s).

This letter shall be binding upon the undersigned and its successors and assigns.

The delivery of a facsimile copy of this letter shall be deemed to be valid execution and delivery of this letter.

We trust that the above information is sufficient to meet your needs. If you require further details or our security interest, please contact us at securitydoc@mhccna.com.

Mitsubishi HC Capital Canada Leasing, Inc.	Date
Per:  Natalie Duclos, Paralegal	July 27, 2023

SCHEDULE A
COLLATERAL

2019	FREIGHTLINER	CASCADIA	3AKJHHDR5KSKJ1021

ACKNOWLEDGMENT

TO: **CANADIAN WESTERN BANK**

AND TO: **DAWOOD LAW OFFICE**

RE: **AMG GLOBAL.** (the **"Debtor"**)

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the **"PPSA"**) (the "Existing Registrations"):

REGISTRATION NUMBER	FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
20211213144615322027	778989627	Equipment, MotorVehicle, Other	SEE SCHEDULE A

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

1. Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the **"Existing Security"**).

2. The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.

3. Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.

4. This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 27TH day of JULY 2023.

By: _____

Name: Jack Marandola

Title: President

I have authority to bind the corporation

SCHEDULE "A"

1-2019 VOLVO VVN 4V4NC9EH6KN905949

EQUIREX®
A Division of Bennington Financial Corp.

July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment:

Equipment: 2014,Freightliner,Cascadia CA125SLP Truck

Serial/VIN: 3AKJGLD62ESFV1682

Lease#: 20006454

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:



Amanda Hoey
VP, Operations

101-1465 North Service Rd E Oakville, ON, L6H 1A7 Tel: (877)-378-4739 Fax:(866)-404-4148 TollFree: 1-800-387-9155 www.bodkin.com

ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")

RE: **BVD EQUIPMENT FINANCE INC**

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the **"PPSA"**) (the "Existing Registrations"):

REGISTRATION NUMBER	FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
1FUJHHDR1KLKN4539 3AKJHHDR8KSJX9388	3AKJHHDRXKSKC6108 3AKJHHDR2JSJJ4082		
1FUJHHDR1KLKJZ89567 3AKJHHDR1KSJX9393	3AKJHHDR9KSJX9321 3AKJHHDR3KSJX9459	Equipment, Accounts, Other	COMPLETE SCHEDULE A
3AKJHHDR5JSJJ4089 4V4NC9EH6KN211083	3AKJHHDR3KSJX9458 1UYVS2531N6446713	Equipment, Accounts, Other	COMPLETE SCHEDULE A
1FUJHHDRXKLKN4510 3AKJHHDRXKSJX9330 527SR5323PL027350 527SR5326PL027357 527SR5324PL027356 527SR5320PL027354 527SR5327PL027335	2SHSR5323PS000894 2SHSR5321PS000893 527SR5325PL027351 527SR5327PL027349 527SR5322PL027355 527SR5328PL027358 527SR5325PL027348	527SR5321PL029291 527SR5320PL029296 527SR5325PL029293	

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

1. Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the **"Existing Security"**).

2. The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.

3. Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.

4. This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 28 day of JULY 2023.

By: _____

Name: Haberman

Title: Lease Coordinator

I have authority to bind the corporation

ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")

RE: DAIMLER TRUCK FINANCIAS

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the **"PPSA"**) (the "Existing Registrations"):

REGISTRATION NUMBER FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
527SR5325PL027347,527SR5325PL027352,527SR5325PL027353, 527SR5323PL029292,527SR5328PL029224, 3AKJHHDR0MSMF6050,3AKJHHDR6MSMD6120,3AKJHHDR1 KSJX5588,3AKJHHDR9KSKC5399,3AKJHHDR2LSLR4489,4V4	Equipment, Accounts, Other	COMPLETE SCHEDULE A
NC9EH0LN258319,3AKJHHDR0MSMF6050,3AKJHHDR6MSM D6120,3AKJHHDR1KSJX5588,3AKJHHDR9KSKC5399,3AKJHH DR2LSLR4489,4V4NC9EH0LN258319	Equipment, Accounts, Other	COMPLETE SCHEDULE A

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

1. Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the **"Existing Security"**).

2. The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.

3. Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.

4. This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 31 day of JULY 2023.

By: _____

Name: Nadine Zagravoi

Title: Senior fleet Workout Analyst

I have authority to bind the corporation

BREADNER TRAILERS
ASK ANYONE
BTS
5185 Fountain Street North
Breslau, ON N0B 1M0
(519) 648-2273 | 1-800-799-4425
www.breadnertrailers.com
Mississauga | Moncton | Montréal
HYUNDAI
Translead

August 3, 2023

To Whom It May Concern:

Please be advised that as of August 3, 2023, we only have interest with respect to the following equipment:

Equipment: 2016,Great Dane,Reefer Trailer

Serial/VIN:

3H3V532C5MT400017
3H3V532C7MT400018
3H3V532C9MT400019
3H3V532C7MT400021
1JJVS32B2NL255348
3H3V532K2NJ304074
3H3V532KXNJ304081
3H3V532K6NJ304076
3H3V532K8NJ304080
3H3V532K1NJ304079
3H3V532K4NJ304075
3H3V532K3NJ304083
3H3V532K1NJ304082
3H3V532K8NJ304077

Should you require any further information, please contact our office.

Breadner Trailers

Per:

Phil Turner,
CPA, CMA
Chief Financial Officer

APPENDIX WW

From: Ariel Dorfman
To: Jennifer Caruso; Leah Dickie
Cc: Dylan Chochla; Parisi, Josie; Cerrato, Gary; Boettger, Adam
Subject: [EXT] RE: Receivership of 8438048 Canada Inc. - Estoppel Letter from Flex Cap Inc.
Date: January-06-25 2:31:38 PM

Hi Jennifer,

My client has confirmed that they authored the Estoppel Letter attached to your email.

Yours truly,

Ariel Dorfman, J.D.

Andriessen & Associates, Business Lawyers
703 Evans Avenue, Suite 101
Toronto, ON M9C 5E9
tel: 416-620-7020 ext. 28

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From: Jennifer Caruso <jcaruso@fasken.com>
Sent: January 6, 2025 10:43 AM
To: Ariel Dorfman <adorfman@andriessen.ca>; Leah Dickie <leah@andriessen.ca>
Cc: Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Boettger, Adam <aboettger@bdo.ca>
Subject: Receivership of 8438048 Canada Inc. - Estoppel Letter from Flex Cap Inc.

> Some people who received this message don't often get email from jcaruso@fasken.com. Learn why this is important

Good morning,

Dylan Chochla and I act as counsel for BDO Canada Limited in its capacity as court-appointed Receiver of 8438048 Canada Inc. (the "Debtor"). We understand that you act for Flex Cap Inc., a secured creditor of the Debtor.

In connection with the Receivership, we received from Canadian Western Bank ("CWB") the attached Estoppel Letter that is purportedly from your client in relation to its security interest in a certain vehicle of the Debtor. This Estoppel Letter can also be found in CWB's receivership application record at Exhibit "W" of the Affidavit of Jay Hamblin.

Can you please confirm whether your client did in fact author this Estoppel Letter?

Thanks,

Jennifer

Jennifer L. Caruso

Associate

T +1 416 865 4471

jcaruso@fasken.com | www.fasken.com/en/Jennifer-Caruso

Fasken Martineau DuMoulin LLP

333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6

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APPENDIX XX

Parisi, Josie

From: R. Graham Phoenix <gphoenix@LN.Law>
Sent: January 8, 2025 9:34 PM
To: Jennifer Caruso
Cc: Parisi, Josie; Cerrato, Gary; Boettger, Adam
Subject: Receivership of 8438048 Canada Inc. - PPSA Estoppel Letter
Attachments: PPSA Estoppel Letter of Daimler Truck.pdf

Ms. Caruso

(copying the Receiver)

I write in respect of the attached "Acknowledgement Canadian", which is a PPSA estoppel acknowledgment purportedly signed by Nadine Zagraoui of our client, Daimler Truck Financial Services ("DTFS"). You asked me to confirm that it was, in fact, signed by my client.

I have consulted with DTFS and confirm that this letter was NOT signed by Ms. Zagraoui and was NOT delivered by my client. Ms. Zagraoui has confirmed this document does not include her handwriting or her signature, and she did not sign nor deliver this document.

I trust this email satisfactorily answers your inquiry as to the veracity of the attached document.

Regards,

R. Graham Phoenix
Partner | Loopstra Nixon LLP
416.748.4776 | 416.558.4492
gphoenix@LN.Law

*RGP Professional Corporation

130 Adelaide Street West, Suite 2800,
Toronto, ON Canada M5H 3P5
www.loopstranixon.com

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APPENDIX YY

From: Pathik Baxi
To: Jennifer Caruso; Lisa Mota; Kinza Mahmood
Cc: Dylan Chochla; Parisi, Josie; Cerrato, Gary; Boettger, Adam
Subject: [EXT] RE: Receivership of 8438048 Canada Inc. - Estoppel Letter from BVD Equipment Finance Inc.
Date: January-22-25 10:29:22 AM

Good morning Jennifer,

I have confirmed with my client that Harkaranbir **did not** sign the Estoppel letter.

Regards,

Pathik Baxi
Partner

Simmons da Silva LLP
Suite 200; 201 County Court Blvd
Brampton, Ontario, Canada L6W 4L2

Office: 905-457-1660 Ext.233
Direct: 905-861-2822
Fax: 905-457-5641
E-mail: pathik@sdslawfirm.com

www.sdslawfirm.com

ca.linkedin.com/in/baxipathik/

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From: Jennifer Caruso <jcaruso@fasken.com>
Sent: Tuesday, January 21, 2025 2:30 PM
To: Pathik Baxi <pathik@sdslawfirm.com>; Lisa Mota <lisa@sdslawfirm.com>; Kinza Mahmood <kinza@sdslawfirm.com>
Cc: Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Boettger, Adam <aboettger@bdo.ca>
Subject: RE: Receivership of 8438048 Canada Inc. - Estoppel Letter from BVD Equipment Finance Inc.

External Email: Use caution with links and attachments

Good afternoon,

I am following up on my below email. The Receiver is preparing to conduct an examination under oath of Mr. Narinder Shoker and, if relevant, intends to ask him questions regarding the Estoppel Letter that is purportedly from your client. It would be of assistance if you could advise as to whether your client did in fact author the Estoppel Letter.

Thank you,

Jennifer

Jennifer L. Caruso

Associate

T +1 416 865 4471 | **jcaruso@fasken.com**
Fasken Martineau DuMoulin LLP

From: Jennifer Caruso
Sent: January-06-25 10:03 AM
To: pathik@sdslawfirm.com; lisa@sdslawfirm.com; kinza@sdslawfirm.com
Cc: Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Boettger, Adam <aboettger@bdo.ca>
Subject: RE: Receivership of 8438048 Canada Inc. - Estoppel Letter from BVD Equipment Finance Inc.

Good morning,

I am following up on my below email.

Thanks,

Jennifer

Jennifer L. Caruso

Associate

T +1 416 865 4471 | **jcaruso@fasken.com**
Fasken Martineau DuMoulin LLP

From: Jennifer Caruso <jcaruso@fasken.com>
Sent: December-18-24 11:34 AM
To: pathik@sdslawfirm.com; lisa@sdslawfirm.com; kinza@sdslawfirm.com
Cc: Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Boettger, Adam <aboettger@bdo.ca>
Subject: Receivership of 8438048 Canada Inc. - Estoppel Letter from BVD Equipment Finance Inc.

Good morning,

Dylan Chochla and I act as counsel for BDO Canada Limited in its capacity as court-appointed Receiver of 8438048 Canada Inc. (the "Debtor"). We understand that you act for BVD Equipment Finance Inc., a secured creditor of the Debtor.

In connection with the Receivership, we received from Canadian Western Bank ("CWB") the attached Estoppel Letter that is purportedly from your client in relation to its security interests in certain of the Debtor's vehicles. This Estoppel Letter can also be found in CWB's receivership application record at Exhibit "W" of the Affidavit of Jay Hamblin.

Can you please confirm whether your client did in fact author this Estoppel Letter and, if so, could you please provide us with the Schedule(s) referred to in the Letter?

Thanks,

Jennifer

Jennifer L. Caruso

Associate

T +1 416 865 4471

jcaruso@fasken.com | www.fasken.com/en/Jennifer-Caruso

Fasken Martineau DuMoulin LLP

333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6

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APPENDIX ZZ

Parisi, Josie

From: Michael Cassone <mcassone@harrisonpensa.com>
Sent: January 23, 2025 10:39 AM
To: Cerrato, Gary; Parisi, Josie
Cc: Jennifer Caruso; Dylan Chochla; Kelsey Evanitski
Subject: [EXT] 8438048 Canada Inc. [IMAN-HPMAIN.FID1050941]
Attachments: Letter.pdf

Josie and Gary,

I act as counsel for Farm Credit Canada ("FCC"). The attached no interest letter is dated July 31, 2023 (the "No Interest Letter"). Mr. Khan left FCC on July 12, 2023. FCC suspects that the No Interest Letter is a forgery.

Regards,

Michael Cassone | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2 | *tel* 519-661-6765 | *fax* 519-667-3362 | mcassone@harrisonpensa.com

Clerk | Kelsey Evanitski | *tel* 519-850-5622 | kevanitski@harrisonpensa.com

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APPENDIX AAA

Parisi, Josie

From: Michelle Carleton <michellec@benningtonfinancial.ca>
Sent: January 9, 2025 10:40 AM
To: Jennifer Caruso
Cc: Dylan Chochla; Parisi, Josie; Cerrato, Gary; Boettger, Adam; Burrowes, Stephanie
Subject: [EXT] FW: Receivership of 8438048 Canada Inc. - Letters from Bodkin and Equirex
Attachments: LT - BDO Canada Limits - 08Jan2024.pdf; 8438048 Canada Inc. 2023-07-27 - (20006454) ORIGINAL.pdf; 8438048 Canada Inc. 2023-07-27 - (50005281) ORIGINAL.pdf

Good morning Jennifer,

Your below email was forwarded to me as I have carriage of this file.

Please find enclosed my correspondence to BDO which outlines the assets under our leases with the Debtor, as well as our security interest in the assets. I note that there is an error in my letter, as one of the assets under Lease 20006454 was removed from the Lease in/around July 2023 (2014 Freightliner Cascadia Truck VIN:1682), as such Bennington does not have an interest in that Vehicle.

The letters you have enclosed appear to have been altered, causing a substantial change to the content. I have reviewed the original letters sent to the Debtor via email on July 27, 2023, which reads:
"Please be advised that as of July 27, 2023, we have no further interest with respect to the following equipment".

This has been changed to:
"Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment".

I have enclosed copies of the original letters.

Please let me know if you require any further information.

Thank you,

Michelle Carleton
Law Clerk

100-1465 North Service Rd E
Oakville, ON
L6H 1A7

Tel 905 618 1375
Toll Free 1 844 223 2372
Fax 1 866 405 4869

From: Jennifer Caruso <jcaruso@fasken.com>
Sent: January 7, 2025 5:30 PM
To: Marina Ryskin <marinar@benningtonfinancial.ca>
Cc: Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Boettger, Adam <aboettger@bdo.ca>; Burrowes, Stephanie <sburrowes@bdo.ca>
Subject: Receivership of 8438048 Canada Inc. - Letters from Bodkin and Equirex

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marina,

Dylan Chochla and I act as counsel for BDO Canada Limited in its capacity as court-appointed Receiver of 8438048 Canada Inc. (the "Debtor").

In connection with the Receivership, we have received from Canadian Western Bank ("CWB") the attached Letters that are purportedly from Bodkin, A Division of Bennington Financial Corp., and Equirex, A Division of Bennington Corp. These letters can also be found in CWB's receivership application record at Exhibit "W" of the Affidavit of Jay Hamblin.

Can you please confirm whether Bodkin and Equirex authored these letters?

Thanks,

Jennifer

Jennifer L. Caruso

Associate

T +1 416 865 4471

jcaruso@fasken.com | www.fasken.com/en/Jennifer-Caruso

FASKEN

Fasken Martineau DuMoulin LLP

333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6

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EQUIREX®
A Division of Bennington Financial Corp.

July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we have no further interest with respect to the following equipment:

Equipment: 2014,Freightliner,Cascadia CA125SLP Truck

Serial/VIN: 3AKJGLD62ESFV1682

Lease#: 20006454

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:



Amanda Hoey
VP, Operations

101-1465 North Service Rd E Oakville, ON, L6H 1A7 Tel: (877)-378-4739 Fax:(866)-404-4148 TollFree: 1-800-387-9155 www.bodkin.com

Bodkin
A Division of Bennington Financial Corp.

July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we have no further interest with respect to the following equipment:

Equipment: 2016,Great Dane,Reefer Trailer

Serial/VIN: S/N #6001190255 1GRAA0620GW700611

Lease#: 50005281

Should you require any further information, please contact our office.

Bennington Financial Corp.

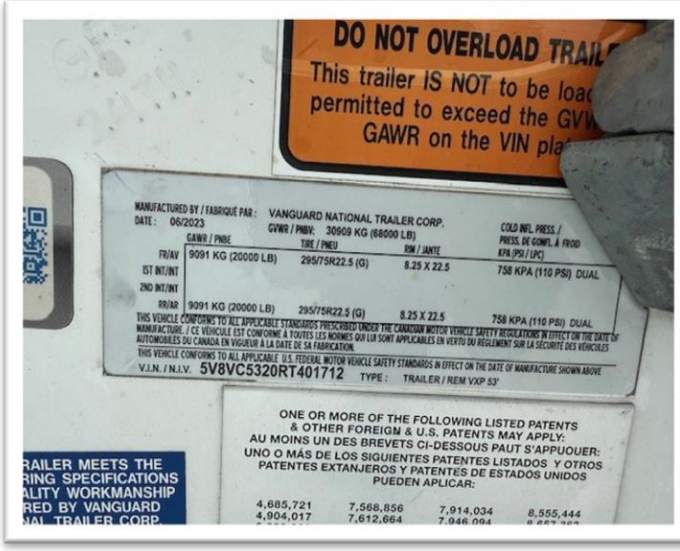
Per:



Amanda Hoey
VP, Operations

102-1465 North Service Rd E Oakville, ON, L6H 1A7 Tel: (800)-387-8155 Fax:(866)-827-1084 TollFree: 1-800-387-9155 www.bodkin.com

APPENDIX BBB


DO NOT OVERLOAD TRAIL
This trailer IS NOT to be loa
permitted to exceed the GV
GAWR on the VIN pla
MANUFACTURED BY / FABRIQUÉ PAR : VANGUARD NATIONAL TRAILER CORP.
DATE : 06/2023
GVWR / PNBV: 30909 KG (68000 LB)
GAWR / PNBE
TIRE / PNEU
RIM / JANTE
COLD INFL PRESS. / PRESS. DE GONFL. À FROID KPA (PSI / LPC)
FR/AV 9091 KG (20000 LB) 295/75R22.5 (G) 8.25 X 22.5 758 KPA (110 PSI) DUAL
1ST INT/INT
2ND INT/INT
RR/AR 9091 KG (20000 LB) 295/75R22.5 (G) 8.25 X 22.5 758 KPA (110 PSI) DUAL
THIS VEHICLE CONFORMS TO ALL APPLICABLE STANDARDS PRESCRIBED UNDER THE CANADIAN MOTOR VEHICLE SAFETY REGULATIONS IN EFFECT ON THE DATE OF MANUFACTURE. / CE VÉHICULE EST CONFORME À TOUTES LES NORMES QUI LUI SONT APPLICABLES EN VERTU DU REGLEMENT SUR LA SÉCURITÉ DES VEHICULES AUTOMOBILES DU CANADA EN VIGUEUR À LA DATE DE SA FABRICATION.
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE
V.I.N. / N.I.V. 5V8VC5320RT401712 TYPE : TRAILER / REM VXP 53'
ONE OR MORE OF THE FOLLOWING LISTED PATENTS & OTHER FOREIGN & U.S. PATENTS MAY APPLY:
AU MOINS UN DES BREVETS CI-DESSOUS PAUT S'APPUOUER:
UNO O MÁS DE LOS SIGUIENTES PATENTES LISTADOS Y OTROS PATENTES EXTANJEROS Y PATENTES DE ESTADOS UNIDOS PUEDEN APLICAR:
4,685,721 7,568,856 7,914,034 8,555,444
4,904,017 7,612,664 7,946,094
RAILER MEETS THE
RING SPECIFICATIONS
ALITY WORKMANSHIP
RED BY VANGUARD
AL TRAILER CORP.


GFS
THE GROUP OF AMG
24711
53'
24711
24795B



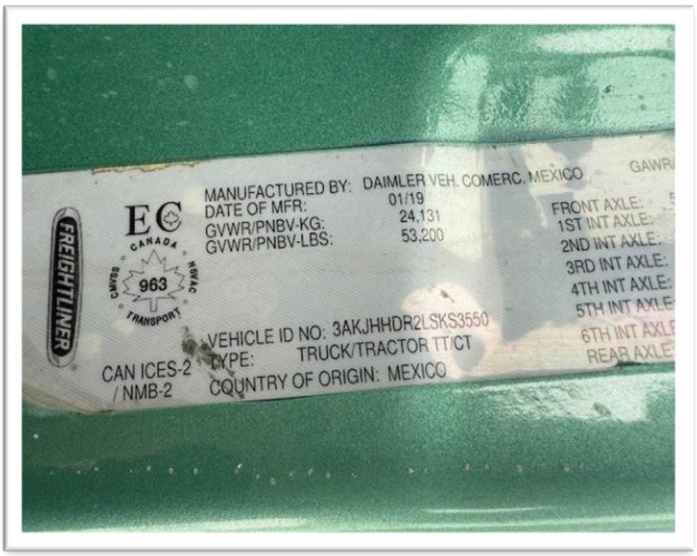

GFS
THE GROUP OF AMG
24711
24711
24795B






3000R
ARKHAM
EQUIPMENT SALES LTD.
Trailers Sold With Integrity
1-800-806-7635


THERMO KING
3000R
whisper
AVODAH
LOGISTIC INC
PSCS
LR0509
ALR0509
L1001
53

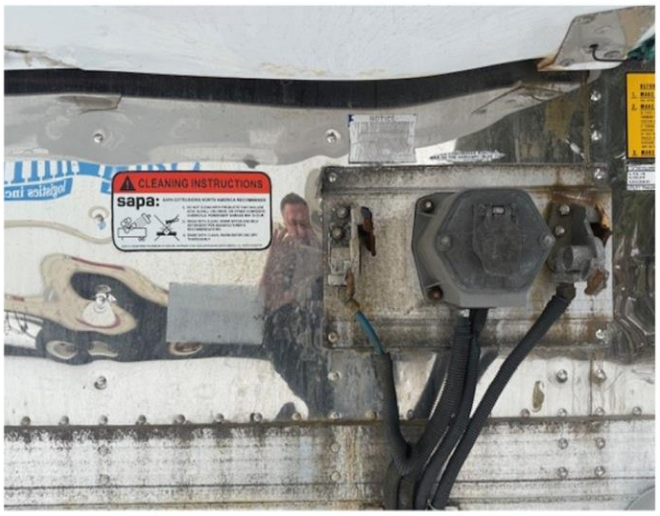

EC
CANADA
963
CMVSS
NSVAC
TRANSPORT
FREIGHTLINER
MANUFACTURED BY: DAIMLER VEH. COMERC. MEXICO
DATE OF MFR: 01/19
GVWR/PNBV-KG: 24,131
GVWR/PNBV-LBS: 53,200
FRONT AXLE:
1ST INT AXLE:
2ND INT AXLE:
3RD INT AXLE:
4TH INT AXLE:
5TH INT AXLE:
6TH INT AXLE:
REAR AXLE:
VEHICLE ID NO: 3AKJHHDR2LSKS3550
TYPE: TRUCK/TRACTOR TT/CT
COUNTRY OF ORIGIN: MEXICO
CAN ICES-2 / NMB-2

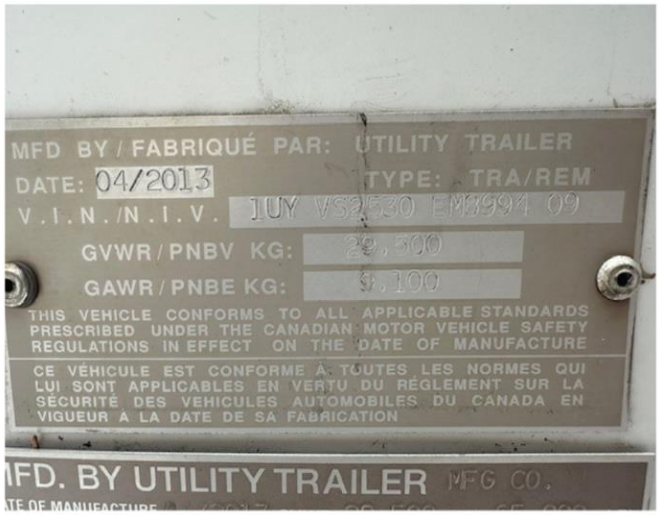




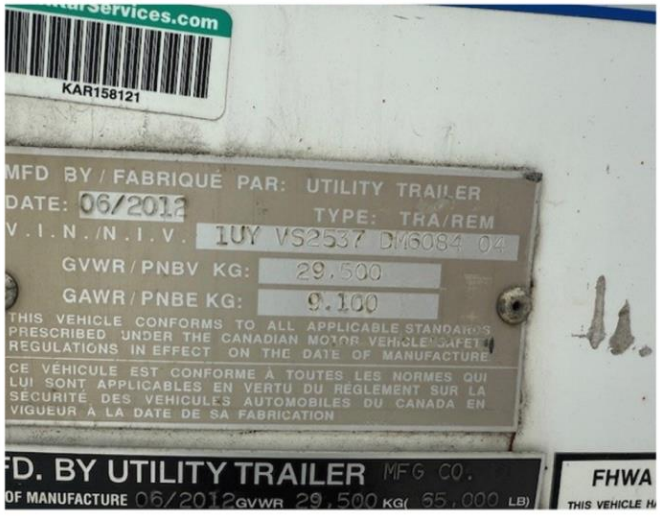

VALUE




CLEANING INSTRUCTIONS
sapa:


MFD BY / FABRIQUÉ PAR: UTILITY TRAILER
DATE: 04/2013
TYPE: TRA/REM
V.I.N./N.I.V. 1UY VS2530 EM3994 09
GVWR/PNBV KG: 29,500
GAWR/PNBE KG: 9,100
THIS VEHICLE CONFORMS TO ALL APPLICABLE STANDARDS PRESCRIBED UNDER THE CANADIAN MOTOR VEHICLE SAFETY REGULATIONS IN EFFECT ON THE DATE OF MANUFACTURE
CE VÉHICULE EST CONFORME À TOUTES LES NORMES QUI LUI SONT APPLICABLES EN VERTU DU RÉGLEMENT SUR LA SÉCURITÉ DES VEHICULES AUTOMOBILES DU CANADA EN VIGUEUR A LA DATE DE SA FABRICATION
MFD. BY UTILITY TRAILER MFG CO.

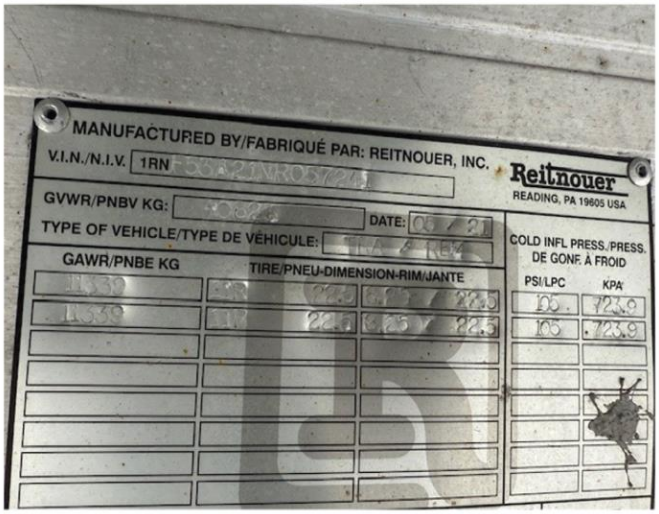

THERMO KING
whisper
AVODAH
LOGISTIC INC
SB-230
53'


KAR158121
MFD BY / FABRIQUÉ PAR: UTILITY TRAILER
DATE: 06/2012
TYPE: TRA/REM
V.I.N./N.I.V. 1UY VS2537 DM6084 04
GVWR/PNBV KG: 29,500
GAWR/PNBE KG: 9,100
THIS VEHICLE CONFORMS TO ALL APPLICABLE STANDARDS PRESCRIBED UNDER THE CANADIAN MOTOR VEHICLE SAFETY REGULATIONS IN EFFECT ON THE DATE OF MANUFACTURE
CE VÉHICULE EST CONFORME À TOUTES LES NORMES QUI LUI SONT APPLICABLES EN VERTU DU RÉGLEMENT SUR LA SÉCURITÉ DES VEHICULES AUTOMOBILES DU CANADA EN VIGUEUR À LA DATE DE SA FABRICATION
FD. BY UTILITY TRAILER MFG CO.
OF MANUFACTURE 06/2012 GVWR 29,500 KG(65,000 LB)
FHWA

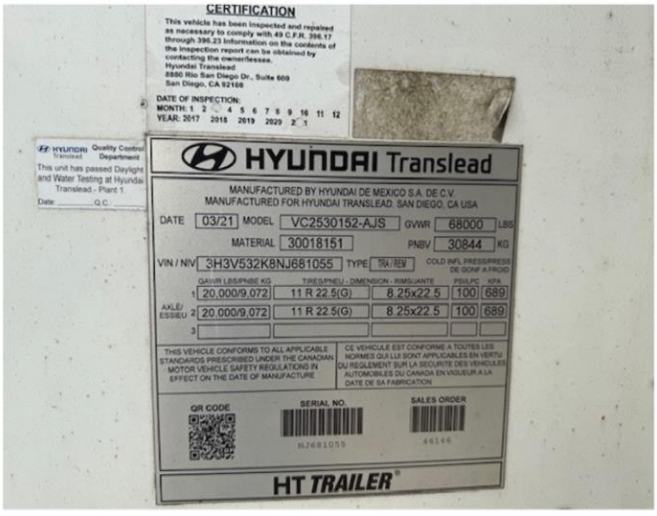

THERMO KING
whisper
CAUTION
SB-230
SR5514


manac
Operator's Manual for this unit is available on the Manac Websites at www.manac.ca or www.manac.us in the related product section.
Le guide de l'opérateur de cette unité est disponible sur le site internet de Manac www.manac.ca dans la section destinée à ce produit.




MANUFACTURED BY/FABRIQUÉ PAR: REITNOUER, INC.
Reitnouer
READING, PA 19605 USA
V.I.N./N.I.V. 1RN
GVWR/PNBV KG:
DATE:
TYPE OF VEHICLE/TYPE DE VÉHICULE:
GAWR/PNBE KG
TIRE/PNEU-DIMENSION-RIM/JANTE
COLD INFL PRESS./PRESS. DE GONF. À FROID
PSI/LPC
KPA


FB
5303


CERTIFICATION
This vehicle has been inspected and repaired as necessary to comply with 49 C.F.R. 396.17 through 396.23 Information on the contents of the inspection report can be obtained by contacting the owner/lessee.
Hyundai Translead
8880 Rio San Diego Dr., Suite 609
San Diego, CA 92108
DATE OF INSPECTION:
HYUNDAI Translead
MANUFACTURED BY HYUNDAI DE MEXICO S.A. DE C.V.
MANUFACTURED FOR HYUNDAI TRANSLEAD, SAN DIEGO, CA USA
DATE 03/21 MODEL VC2530152-AJS GVWR 68000 LBS
MATERIAL 30018151 PNBV 30844 KG
VIN / NIV 3H3V532K8NJ681055 TYPE TRA / REM
GAWR LBS/PNBE KG
TIRE/PNEU - DIMENSION - RIM/JANTE
PSI/LPC
KPA
AXLE/ ESSIEU
1 20,000/9,072 11 R 22.5(G) 8.25x22.5 100 689
2 20,000/9,072 11 R 22.5(G) 8.25x22.5 100 689
3
THIS VEHICLE CONFORMS TO ALL APPLICABLE STANDARDS PRESCRIBED UNDER THE CANADIAN MOTOR VEHICLE SAFETY REGULATIONS IN EFFECT ON THE DATE OF MANUFACTURE.
CE VEHICULE EST CONFORME A TOUTES LES NORMES QUI LUI SONT APPLICABLES EN VERTU DU REGLEMENT SUR LA SECURITE DES VEHICULES AUTOMOBILES DU CANADA EN VIGUEUR A LA DATE DE SA FABRICATION
QR CODE
SERIAL NO.
NJ681055
SALES ORDER
46146
HT TRAILER




PA59303
YOU'RE DISCOVER








FREIGHTLINER
EC
CANADA
963
TRANSPORT
MANUFACTURED BY: DAIMLER VEH. COMERC. MEXICO
DATE OF MFR: 07/19
GVWR/PNBV-KG: 24,140
GVWR/PNBV-LBS: 53,220
VEHICLE ID NO: 3AKJHHDR7LSLR5976
TYPE: TRUCK/TRACTOR TT/CT
COUNTRY OF ORIGIN: MEXICO
CAN ICES-2 / NMB-2




23312
GFS

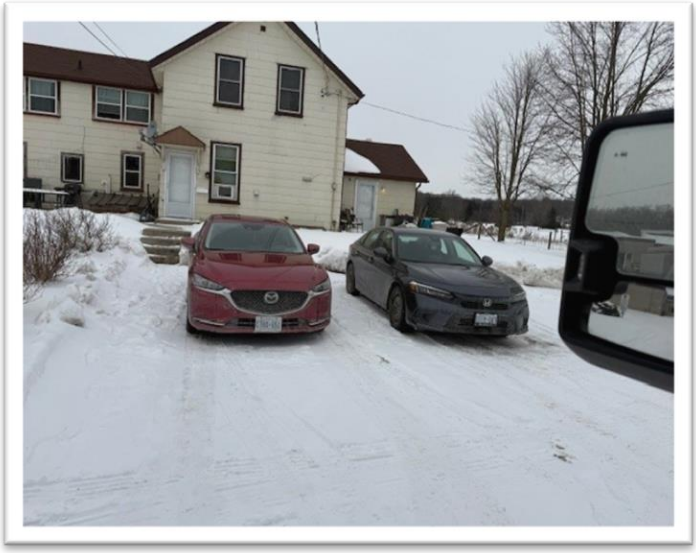

23312
GFS

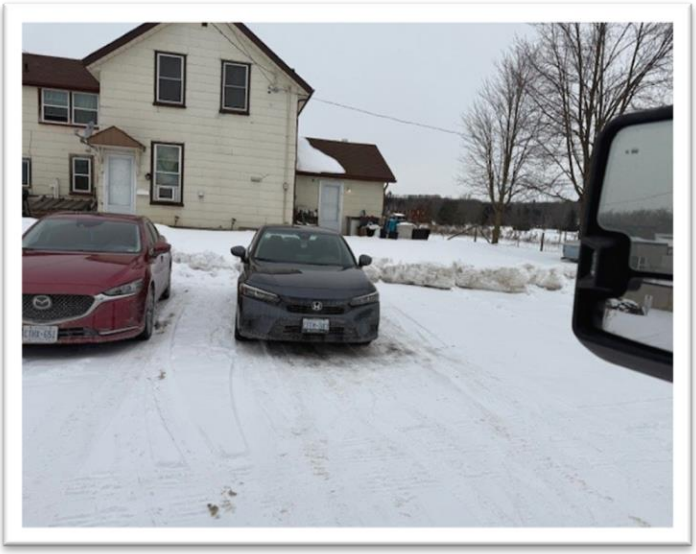



viva
341


VOLVO
VOLVO TRUCKS
NORTH AMERICA
VEHICLE IDENTIFICATION #
4V4NC9EH7HN963514
MODEL & SERIAL NO.
ENGINE
D13-455HP ECO-TORQUE
D13 0577830
TRANSMISSION
ATO2612D VOLVO AUTO
071079874 2
AUX TRANS.
FRONT AXLE - FIRST
13,200 LB FRONT AXLE

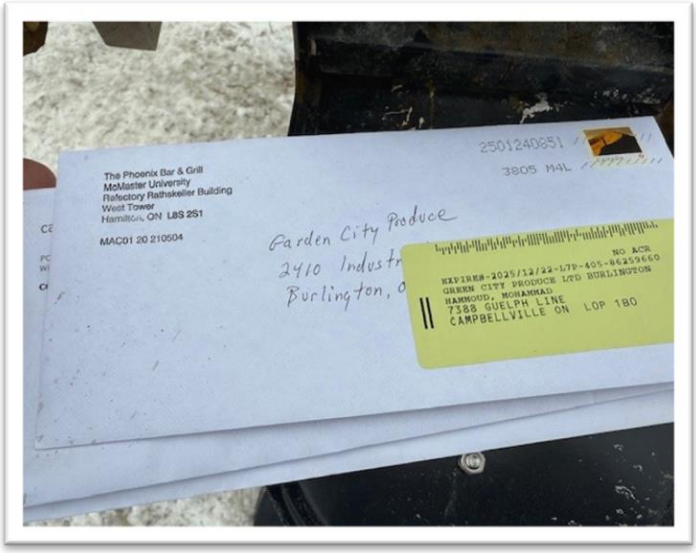









7388


The Phoenix Bar & Grill
McMaster University
Refectory Rathskeller Building
West Tower
Hamilton, ON L8S 2S1
MAC01 20 210504
2501240851
3805 M4L
Garden City Produce
2410 Industr
Burlington, O
KEFIRMM-2025/12/22-L7P-405-86259660
GREEN CITY PRODUCE LTD BURLINGTON
HAMMOUD, MOHAMMAD
7388 GUELPH LINE
CAMPBELLVILLE ON L0P 1B0


canada life
canada vie
PO Box 6000
Winnipeg MB R3C 3A5
CONFIDENTIAL
CP 6000
Winnipeg MB R3C 3A5
CONFIDENTIEL
GREEN CITY PRODUCE LTD.
MOHAMAD HAMMOUD
2410 INDUSTRIAL ST
BURLINGTON ON L7P 1A5
7388 GUELPH LINE CAMPBELLVILL

APPENDIX CCC

FASKEN

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

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

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

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

February 14, 2025

By Courier and Email (sales@gfsinternational.ca)

GFS International Inc.
455 Gibraltar Dr, Mississauga, ON L5T 2S9

Copy to:
Manmeet Kaur Shoker
135 Barleyfield Rd, Brampton, ON L6R 2J4

Copy to:
Manmeet Kaur Shoker
4 Adriatic Crescent, Brampton, ON L6P 1W7

Attention: Manmeet Kaur Shoker

Dear Ms. Shoker:

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

We understand that GFS International Inc. (**"GFS International"**) has significant ties to AMG. In particular, the Receiver understands, among other things, that:

- You are the daughter of Mr. Narinder Shoker, the sole director and principal of AMG;
- Mr. Shoker is listed in the federal Corporate Profile Report as an individual with significant control of GFS International, though the Receiver understands that Mr. Shoker may have recently sold his shares to you;

*Fasken Martineau DuMoulin LLP includes law corporations.

- Inderjit Walia, a logistics manager with AMG, identified himself to the Receiver as a manager of GFS International;

- The Receiver has observed vehicles and trailers with a "GFS" logo at and leaving the registered address of AMG, at 425 Gibraltar Drive, Mississauga, Ontario; and

- GFS International's registered office is located on the property adjacent to the registered office address of AMG.

In light of the clear connection between AMG and GFS International, and the apparent consolidation of their business and affairs, the Receiver requests that GFS International:

- produce all books, records and documents of, or in any way related to or connected with, AMG, 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;

- 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 AMG and GFS International that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order;

- disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of AMG's business; and,

- deliver possession of any of AMG'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 in the operation of its business or otherwise in its possession or control.

The A&R Receivership Order, and specifically paragraphs 5 and 6 thereof, require that, among others, all firms, corporations, or other entities having notice of the A&R Receivership Order forthwith advise the Receiver of the existence of any Property or Records (each as defined in the A&R Receivership Order) of AMG in such entities' possession or control, grant immediate and continued access to the Property and Records to the Receiver, and deliver all such Property and Records to the Receiver upon the Receiver's request.

We request that you provide the above-noted information by reply to this letter by no later than **February 18, 2025.** If you fail to do so, the Receiver expects to be instructed to bring a motion to compel GFS International to produce same and reserves its right to seek costs of the motion against you.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



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.

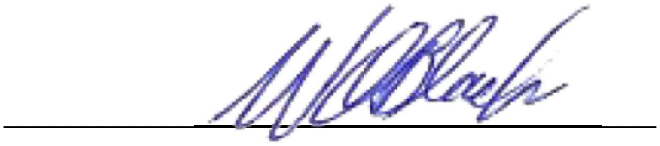
34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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



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:

APPENDIX DDD

FASKEN

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

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February 14, 2025

By Courier and Email (bjstransport.jobs@gmail.com)

B.J.S. Transport Ltd.
8 Snowcap Road, Brampton, ON L6R 1H9

B.J.S. Transport Ltd.
301 – 1 Gateway Blvd, Brampton, ON L6T 0G3

Copy to:
Harmesh Bains
29 Sagebrook Road, Brampton, ON L6P 2Y5

Copy to:
Jasvir Kaur Shoker
8 Snowcap Road, Brampton, ON L6R 1H9

Attention: Harmesh Bains and Jasvir Kaur Shoker

Dear Sir/Madam:

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

We understand that B.J.S. Transport Ltd. (**"B.J.S."**) has significant ties to AMG. In particular, the Receiver understands, among other things, that:

- Ms. Shoker is the former spouse of Narinder Shoker, the sole director and principal of AMG;

- B.J.S. previously rented parking space at 425 Gibraltar Drive, Mississauga, Ontario, the registered office of AMG, where it was storing its vehicles and trailers;

*Fasken Martineau DuMoulin LLP includes law corporations.

- AMG previously considered purchasing B.J.S. around February 2024 but ultimately did not do so;

- a customer of AMG has reported AMG advising of changing its business name to B.J.S.;

- one of the active business names for B.J.S. is "GFS The Group of AMG", registered on February 29, 2024; and,

- at least one employee of AMG has directed at least one of AMG's customers to write a check intended for AMG to the name of B.J.S.

In light of the clear connection between AMG and B.J.S., and the apparent consolidation of their business and affairs, the Receiver requests that B.J.S.:

- produce all books, records and documents of, or in any way related to or connected with, AMG, 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;

- 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 AMG and B.J.S. that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order;

- disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of AMG's business; and,

- deliver possession of any of AMG'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 B.J.S. in the operation of its business or otherwise in its possession or control.

The A&R Receivership Order, and specifically paragraphs 5 and 6 thereof, requires that, among others, all firms, corporations, or other entities having notice of the A&R Receivership Order forthwith advise the Receiver of the existence of any Property or Records (each as defined in the A&R Receivership Order) of AMG in such entities' possession or control, grant immediate and continued access to the Property and Records to the Receiver, and deliver all such Property and Records to the Receiver upon the Receiver's request.

We request that you provide the above-noted information by reply to this letter by no later than **February 18, 2025.** If you fail to do so, the Receiver expects to be instructed to bring a motion to compel B.J.S. to produce same and reserves its right to seek costs of the motion against you.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



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.

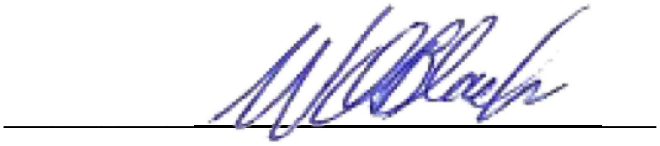
34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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



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:

Electronically issued / Délivré par voie électronique : 20-Jan-2025
Toronto Superior Court of Justice / Cour supérieure de justice

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 AND RESTATED ORDER

(Amending and Restating Order (Appointing Receiver) dated December 4, 2024)

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

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Lawyers for the Receiver, BDO Canada Limited

APPENDIX EEE

FASKEN

Fasken Martineau DuMoulin LLP
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Patent and Trade-mark Agents

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dchochla@fasken.com

February 14, 2025

By Courier

AMG Global Forwarding Inc.
7388 Guelph Line, Campbellville, ON L0P 1B0
c/o Manmeet Shoker

Copy to:
Manmeet Kaur Shoker
135 Barleyfield Rd, Brampton, ON L6R 2J4

Copy to:
Manmeet Kaur Shoker
4 Adriatic Crescent, Brampton, ON L6P 1W7

Attention: Manmeet Kaur Shoker

Dear Ms. Shoker:

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

We understand that AMG Global Forwarding Inc. (**"AMG Global Forwarding"**) may have significant ties to AMG. In addition to sharing a similar business name, you are the daughter of Mr. Narinder Shoker, the sole director and principal of AMG. The Receiver has also located property of AMG at the registered office address of AMG Global Forwarding.

In light of the clear connection between AMG and AMG Global Forwarding, the Receiver requests that AMG Global Forwarding:

*Fasken Martineau DuMoulin LLP includes law corporations.

- produce all books, records and documents of, or in any way related to or connected with, AMG, 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;

- 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 AMG and AMG Global Forwarding that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order;

- disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of AMG's business; and,

- deliver possession of any of AMG'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 AMG Global Forwarding in the operation of its business or otherwise in its possession or control.

The A&R Receivership Order, and specifically paragraphs 5 and 6 thereof, require that, among others, all firms, corporations, or other entities having notice of the A&R Receivership Order forthwith advise the Receiver of the existence of any Property or Records (each as defined in the A&R Receivership Order) of AMG in such entities' possession or control, grant immediate and continued access to the Property and Records to the Receiver, and deliver all such Property and Records to the Receiver upon the Receiver's request.

We request that you provide the above-noted information by reply to this letter by no later than **February 18, 2025.** If you fail to do so, the Receiver expects to be instructed to bring a motion to compel AMG Global Forwarding to produce same and reserves its right to seek costs of the motion against you.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



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.

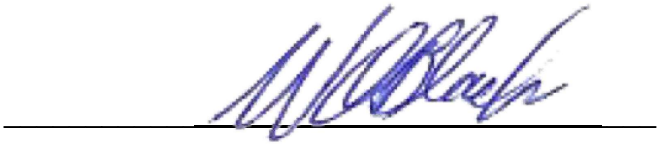
34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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



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:

Electronically issued / Délivré par voie électronique : 20-Jan-2025
Toronto Superior Court of Justice / Cour supérieure de justice

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 AND RESTATED ORDER

(Amending and Restating Order (Appointing Receiver) dated December 4, 2024)

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
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Lawyers for the Receiver, BDO Canada Limited

APPENDIX FFF

FASKEN

Fasken Martineau DuMoulin LLP
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February 14, 2025

By Courier

AMG Warehousing & Distribution Inc.
455 Gibraltar Drive, Mississauga, ON L5T
2S9

Copy to:
Jasvir Kaur Shoker
4 Adriatic Crescent, Brampton, ON L6P 1W7

Attention: Jasvir Kaur Shoker

Dear Ms. Shoker:

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

We understand that AMG Warehousing & Distribution Inc. (**"AMG Warehousing"**) may have significant ties to AMG. In addition to sharing a similar business name, you are the former spouse of Mr. Narinder Shoker, the sole director and principal of AMG. AMG Warehousing also has the same registered address as GFS International Inc., of which Manmeet Kaur Shoker, the daughter of Mr. Shoker, is the sole director. Finally, the Receiver has identified payments made to and from AMG Warehousing and AMG.

In light of the clear connection between AMG and AMG Warehousing, the Receiver requests that AMG Warehousing:

- produce all books, records and documents of, or in any way related to or connected with AMG, wherever located, including without limitation, all financial records, bank account

*Fasken Martineau DuMoulin LLP includes law corporations.

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

- 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 AMG and AMG Warehousing that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order;

- disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of AMG's business; and,

- deliver possession any of AMG'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 AMG Warehousing in the operation of its business or otherwise in its possession or control.

The A&R Receivership Order, and specifically paragraphs 5 and 6 thereof, require that, among others, all firms, corporations, or other entities having notice of the A&R Receivership Order forthwith advise the Receiver of the existence of any Property or Records (each as defined in the A&R Receivership Order) of AMG in such entities' possession or control, grant immediate and continued access to the Property and Records to the Receiver, and deliver all such Property and Records to the Receiver upon the Receiver's request.

We request that you provide the above-noted information by reply to this letter by no later than **February 18, 2025.** If you fail to do so, the Receiver expects to be instructed to bring a motion to compel AMG Warehousing to produce same and reserves its right to seek costs of the motion against you.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



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.

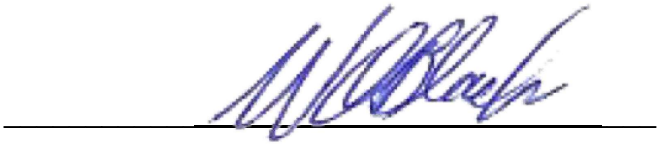
34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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



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:

Electronically issued / Délivré par voie électronique : 20-Jan-2025
Toronto Superior Court of Justice / Cour supérieure de justice

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 AND RESTATED ORDER

(Amending and Restating Order (Appointing Receiver) dated December 4, 2024)

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
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Bay Adelaide Centre, Box 20
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Lawyers for the Receiver, BDO Canada Limited

APPENDIX GGG

FASKEN

Fasken Martineau DuMoulin LLP
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Patent and Trade-mark Agents

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February 14, 2025

By Courier

Royal Bhatti Transport Inc.
c/o Beant Singh Bhatti
24 Mellowood Avenue, Brampton, ON L6P
2P2

Attention: Beant Singh Bhatti

Dear Mr. Bhatti

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

We understand that Royal Bhatti Transport Inc. (**"Royal Bhatti**") has significant ties to AMG. In particular, the Receiver understands, among other things, that:

- around the spring of 2024, AMG purchased Royal Bhatti, and subsequently sold or transferred Royal Bhatti back to you;

- at the time that AMG purchased Royal Bhatti, AMG (i) informed its customers that it purchased Royal Bhatti and was operating under the name of Royal Bhatti and (ii) exchanged certain of its vehicles and trailers with Royal Bhatti or otherwise authorized Royal Bhatti to use certain of AMG's vehicles and trailers in the course of its operations;

- one of AMG's trailers has been seized by the Canada Border Services Agency while it was being operated by a representative of Royal Bhatti; and,

- one of the active business names of Royal Bhatti is "AMG The Group of Companies", registered on November 17, 2023.

*Fasken Martineau DuMoulin LLP includes law corporations.

In light of the clear connection between Royal Bhatti and AMG, the Receiver requests that Royal Bhatti:

- produce all books, records and documents of, or in any way related to or connected with, AMG, 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;

- 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 AMG and Royal Bhatti that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order;

- disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of AMG's business; and,

- deliver possession of any of AMG'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 Royal Bhatti in the operation of its business or otherwise in its possession or control.

The A&R Receivership Order, and specifically paragraphs 5 and 6 thereof, require, among others, all firms, corporations, or other entities having notice of the A&R Receivership Order forthwith advise the Receiver of the existence of any Property or Records (each as defined in the A&R Receivership Order) of AMG in such entities' possession or control, grant immediate and continued access to the Property and Records to the Receiver, and deliver all such Property and Records to the Receiver upon the Receiver's request.

We request that you provide the above-noted information by reply to this letter by no later than **February 18, 2025.** If you fail to do so, the Receiver expects to be instructed to bring a motion to compel Royal Bhatti to produce same and reserves its right to seek costs of the motion against you.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



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.

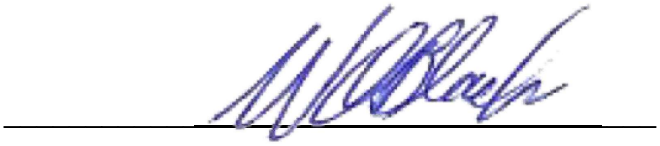
34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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



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:

Electronically issued / Délivré par voie électronique : 20-Jan-2025
Toronto Superior Court of Justice / Cour supérieure de justice

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 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: 62137I)
dchochla@fasken.com
Tel. 416 868 3425

Jennifer L. Caruso (LSO: 79321K)
jcaruso@fasken.com
Tel. 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

APPENDIX HHH

Parisi, Josie

From: sales <sales@gfsinternational.ca>
Sent: February 17, 2025 2:17 PM
To: Jennifer Caruso
Cc: Dylan Chochla; Parisi, Josie; Cerrato, Gary
Subject: [EXT] RE: Canadian Western Bank v 8438048 Canada Inc. - Court File No. CV-24-00729834-00CL

Hi Dylan

I (Manmeet Shoker) am the owner for GFS International Inc. and FYI this company is only a brokerage company and doesn't have any assets in this company. You might have seen my father's name on some places because he helped me in establishing this company. This company has nothing to take with AMG Global, AMG was my father's company, and I was not a part of that company since beginning to end.
I was working as a load broker with my own team in GFS International Inc. and we do a small business with different customers.
I want to answer few of your questions with best of my knowledge:

- You are the daughter of Mr. Narinder Shoker, the sole director and principal of AMG.
Yes, Narinder Shoker is my father, but I am staying with my mother now.

- Mr. Shoker is listed in the federal Corporate Profile Report as an individual with significant control of GFS International, though the Receiver understands that Mr. Shoker may have recently sold his shares to you;
As I told you in the beginning of this mail, he was helping me to establish my business because of his experience and market relations.
There might be his name in the beginning of the corporation, but he is no more part of GFS International any more.

- Inderjit Walia, a logistics manager with AMG, identified himself to the Receiver as a manager of GFS International.
Inderjit Walia used to work for AMG Global earlier, but he left AMG. He worked with GFS International also only for a week or 10 days but left afterwards as he was having a very little knowledge of Load brokerage so he left for good.

- The Receiver has observed vehicles and trailers with a "GFS" logo at and leaving the registered address of AMG, at 425 Gibraltar Drive, Mississauga, Ontario.
There is no registered vehicles on the name of GFS International.
I have paid AMG for advertising logos on their trucks and trailers. They were doing some of my loads where it was required to have a truck and trailer with my company's logo.

- GFS International's registered office is located on the property adjacent to the registered office address of AMG.

You are perfectly right. Yes 455 Gibraltar drive, Mississauga, ON was leased by my mother under AMG warehousing and distribution Inc. and I rented two rooms from her for running my business.

My mother owns AMG Warehousing and distribution Inc. The names of both companies may be look like same because this was named after me and my sisters. {Avneet, Manmeet and Guneet (A+M+G)}
I don't see any objections to have my parents keeping same name of their companies on the name of their kids.

In light of the clear connection between AMG and GFS International, and the apparent consolidation of their business and affairs, the Receiver requests that GFS International

Again, I request you not associate my company with any other company. I have no relations with my father's company as I am trying to make it for my living.

- produce all books, records and documents of, or in any way related to or connected with, AMG, 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;
I will send you all financial records and my bank account for your reference within 3-4 days as there are holidays and staff will be coming back on 19th.

- 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 AMG and GFS International that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order;
There is no vehicle purchased or leased on the name of GFS International.
As I told you earlier also I was using AMG's Truck and trailers for logos for some of my customers who asked for GFS logo on their loads.

- disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of AMG's business.
I am not aware of this as they stopped doing loads for me long time back.

- deliver possession of any of AMG'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 in the operation of its business or otherwise in its possession or control.
I don't have any possession of any of their equipment. I am running only a load brokerage company.

Manmeet Shoker

Director

455 Gibraltar Dr, Mississauga ON, L5T 2S9

P (905) 917-0789 | C (905) 251-2934 |

Email: sales@gfsinternational.ca

Please check us out on: https://gfsinternational.ca

From: Jennifer Caruso <jcaruso@fasken.com>
Sent: February 14, 2025 12:58 PM
To: sales <sales@gfsinternational.ca>
Cc: Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: Canadian Western Bank v 8438048 Canada Inc. - Court File No. CV-24-00729834-00CL

Good afternoon,

Please see the attached letter from Dylan Chochla with respect to the above-noted matter. A copy of this letter will also be couriered to the addresses noted in the letter.

Best,

Jennifer

Jennifer L. Caruso

Associate

T +1 416 865 4471

jcaruso@fasken.com | www.fasken.com/en/Jennifer-Caruso

FASKEN

Fasken Martineau DuMoulin LLP

333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6

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APPENDIX III

Parisi, Josie

From: Jasvir Shoker <jasvirshoker@gmail.com>
Sent: February 18, 2025 2:00 PM
To: jcaruso@fasken.com
Cc: dchochla@fasken.com; Parisi, Josie; Cerrato, Gary
Subject: [EXT] Canadian Western Bank v 8438048 Canada Inc. - Court File No. CV-24-00729834-00CL
Attachments: DEC.pdf; DEC (2).pdf; AUGUST.pdf; APRIL.pdf; AUG.pdf; JAN.pdf; JULY (2).pdf; FEB.pdf; JUNE.pdf; JULY.pdf; MARCH.pdf; MAY.pdf; NOV (2).pdf; NOV.pdf; OCT.pdf; OCT (2).pdf; SEP (2).pdf; SEP.pdf

Some people who received this message don't often get email from jasvirshoker@gmail.com. Learn why this is important

Hi Dylan

I (Jasvir Shoker) am the owner for AMG Warehousing & Distribution Inc. I have received notice from Fasken and writing you here for the reply best of my knowledge.

Hopefully it would satisfy your requirements and questions.

We understand that AMG Warehousing & Distribution Inc. ("**AMG Warehousi**
significant ties to AMG. In addition to sharing a similar business name, you are the
of Mr. Narinder Shoker, the sole director and principal of AMG. AMG Warehousi
same registered address as GFS International Inc., of which Manmeet Kaur Shoke
of Mr. Shoker, is the sole director. Finally, the Receiver has identified payments ma

AMG Warehousing and distribution Inc. is not having any ties to AMG Global, the names look same because me and my husband both decided to do business on the names of our daughters AMG {(Avneet+ Manmeet+ Guneet)A+M+G}. It is unfortunate my husband's company that has company gone into receivership and our relation also turn into a nightmare.

We are living in separation since April 2024.

GFS International is my daughters company and she rented office in the warehouse which I leased in 2022. I have attached bank statements for your reference.

- produce a list detailing the date, transaction type, relevant vehicle identifi
consideration paid and copies of all relevant documentation, such as inv
service records and any other pertinent paperwork of all vehicle purch
services, maintenance activities and any other related transactions betw
AMG Warehousing that occurred within the eighteen (18) month period pre

There was no transaction of vehicles because there is no purchases in this company. It was a warehouse operation and offices leased. I left this warehouse in December 2024. Lease terminated because of the less business in the market. There is no truck in AMG Warehousing and Distribution. I have attached bank statements for your reference that there is no purchase in this company and no transaction for any vehicle dealer or seller has been paid from my account.

There might be some transactions between AMG Global and AMG Warehousing as AMG Global might have delivered some loads for me or AMG Global might have used storage space and paid for it.

- disclose the location of all vehicles and trailers used in, or in any way
operation of AMG's business; and.

As mentioned earlier also I never bought any vehicle in this company and I was out sourcing if I was having any loads, but mostly my business was only for warehousing. So I don't know about the whereabouts of AMG Global's business or their vehicles.

- deliver possession any of AMG's Property to the Receiver, including but vehicles or trailers, including any keys for those vehicles or trailers, that AMG Warehousing in the operation of its business or otherwise in its pos

There is nothing in the possession of AMG warehousing and distribution for AMG Global

Jasvir Kaur Shoker
Director
455 Gibraltar Dr, Mississauga ON, L5T 2S9

APPENDIX JJJ

Parisi, Josie

From: Parisi, Josie
Sent: February 27, 2025 3:33 PM
To: Burrowes, Stephanie
Subject: FW: [EXT] Canadian Western Bank v 8438048 Canada Inc. - Court File No. CV-24-00729834-00CL
Attachments: APRIL 2024.pdf; AUGUST,2024.pdf; DEC 2023.pdf; FEB 2024.pdf; JAN 2024.pdf; july 2024.pdf; JUNE 2024.pdf; MARCH 2024.pdf; MAY 2024.pdf; NOV 2023.pdf; November 2024.pdf; OCT,2024.pdf; SEP,2024.pdf; APRIL 2024.pdf; august 2024.pdf; DEC 2023.pdf; DEC 2024.pdf; FEB 2024.pdf; JAN 2024.pdf; JAN 2025.pdf; july 24.pdf; JUNE 2024.pdf; MARCH 2024.pdf; MAY 2024.pdf; NOV 2023.pdf; NOV 2024.pdf; OCT,2024.pdf; SEP,2024.pdf

The AMG Global Forwarding email

From: Manmeet Shoker <Manmeet.Shoker@amgglobalforwarding.com>
Sent: February 18, 2025 2:47 PM
To: Jennifer Caruso <jcaruso@fasken.com>; Dylan Chochla <dchochla@fasken.com>; Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>
Subject: [EXT] Canadian Western Bank v 8438048 Canada Inc. - Court File No. CV-24-00729834-00CL

> Some people who received this message don't often get email from manmeet.shoker@amgglobalforwarding.com. Learn why this is important

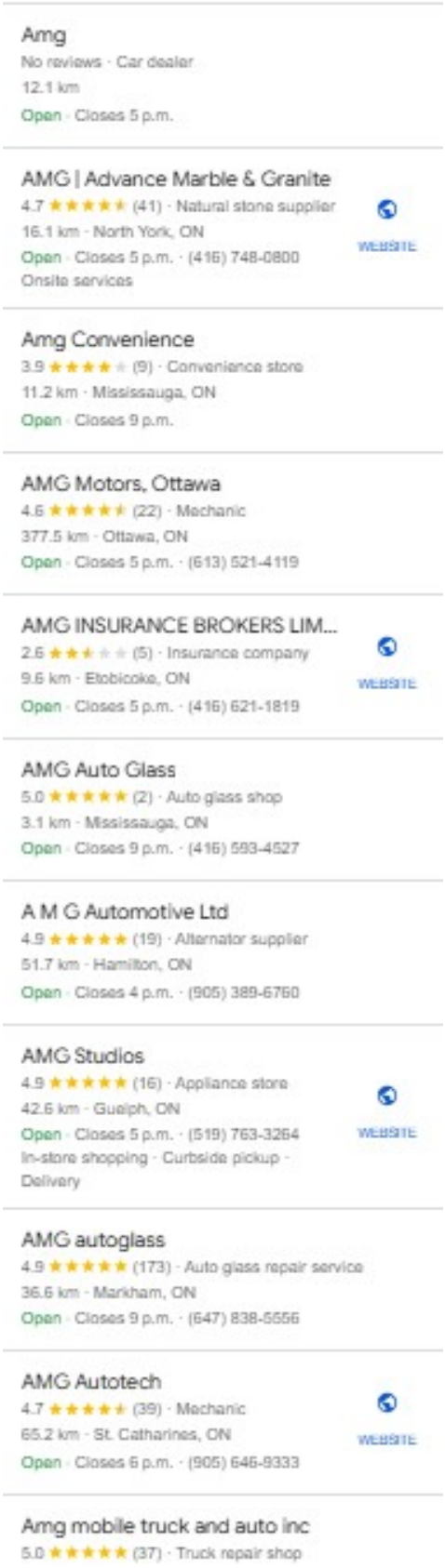
Hi Dylan

I have received your legal notice about the receivership of 8438048 Canada Inc. It looks like there is some confusion of the names of the company to be same as AMG Global and AMG Global Forwarding Inc.
To clarify this matter I want to inform you the best of my knowledge. I will try to be specific in answering all your questions. It would be greatly appreciated if you could go through this email and try to understand my stand on this case.

We understand that AMG Global Forwarding Inc. (
significant ties to AMG. In addition to sharing a simil
Mr. Narinder Shoker, the sole director and principal
property of AMG at the registered office address of AM

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

name is just a coincidence and you can find 100's of other companies with the name of AMG. I have added a snapshot of the AMG near me. This is just a small list of AMG named companies within 20 km near me. There are different vendors with different businesses.



- produce all books, records and documents of, or in AMG, wherever located, including without limitati statements, accounts receivables listings, customer i equipment leases, acquisitions and dispositions;

I am not liable for giving you all the information you are asking but to satisfy you I will send you my bank account statements. There might be some transactions with AMG but it is mere a business AMG has done for me. In the business also I was not dealing with Mr. Narinder Shoker and was dealing with his dispatchers only to book loads. Yes like other fathers he might have helped me in the business because of his expertise in the transportation business and I don't see anything wrong in that. I cannot disclose the customers as it is their privacy and I need to take approval from each customer individually before sharing any details. I apologize for not identifying the customers.
There is no equipment leases on the name of AMG Global Forwarding Inc. as I am doing only loads brokerage and not doing transportation. There is no acquisition or disposition of any equipment by me or my team because I don't have any driver in my company.

- produce a list detailing the date, transaction type, r consideration paid and copies of all relevant docu service records and any other pertinent paperwor services, maintenance activities and any other rel AMG Global Forwarding that occurred within the the date of the A&R Receivership Order;

As mentioned earlier too I don't have any equipment in my company. My company is merely a load brokerage company and do not own any equipment. I never purchased any vehicle in this company.
I have attached my bank statements for the purpose of clarifications.

- disclose the location of all vehicles and trailers used operation of AMG's business; and,

I don't have any info of the trucks or trailers used by AMG Global. I don't have anything to disclose.

- deliver possession of any of AMG's Property to th
any vehicles or trailers, including any keys for thos
by AMG Global Forwarding in the operation of its
or control

I have no possession of any equipment or have any control of any vehicles or trailers. As mentioned earlier also I do only load brokerage and no transportation so don't need any vehicles.

Hopefully these answers have been helpful and would have been clarifications helped.

Thank you

Manmeet Shoker
Director

AMG Global Forwarding Inc
7388 Guelph line Road, Campbellsville, ON
902-401-2070

APPENDIX KKK

FASKEN

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

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

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

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

February 11, 2025

By email (amritbrar@fivestarinsurance.ca / rana@safeboundinsurance.ca)

Five Star Insurance Brokers Ltd.
8501 Mississauga Rd
Brampton, ON L6Y 0C1

Attention: Bhanu Rana & Amrit Brar

Dear Sir/Madam:

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

We understand that the Receiver has requested from Five Star Insurance (**"Five Star"**) a copy of the expired insurance policy binder for the insurance policies of AMG (the **"Policy Binder"**). Five Star advised the Receiver that Bhanu Rana acted as the insurance broker for AMG, although the Receiver now understands that Mr. Rana may have left Five Star. We understand that, to date, Five Star and Mr. Rana have neglected or failed to deliver the Policy Binder to the Receiver. If Mr. Rana has left Five Star, we request that you immediately forward this letter to someone at Five Star who can meaningfully respond to the Receiver's request.

Five Star is required to provide the requested information to the Receiver in accordance with the A&R Receivership Order, and specifically paragraphs 5 and 6 thereof which requires that, among others, all firms, corporations, or other entities having notice of the A&R Receivership Order shall forthwith advise the Receiver of the existence of any Property or Records (each as defined in the A&R Receivership Order) of AMG in such entities' possession or control, grant immediate and continued access to the Property and Records to the Receiver, and deliver all such Property and Records to the Receiver upon the Receiver's request.

*Fasken Martineau DuMoulin LLP includes law corporations.

We request that you provide a copy of the Policy Binder by reply to this letter by no later than **February 14, 2025.** If you fail to provide the Receiver with a copy of the Policy Binder, the Receiver will be required to bring a motion to compel Five Star and/or Mr. Rana to produce same and reserves its right to seek costs of the motion against you.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



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.

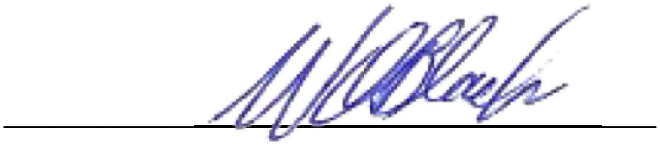
34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is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



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.

APPENDIX LLL

Sheriff Sole & Madej Inc. - SHEPPARD OFFICE
120-2001 Sheppard Ave. E.
Toronto, ON M2J 4Z8

BDO Canada Limited
20 Welling St East, Suite 500
Toronto ON M5E 1C5

BankEx: 21663/91223

District of:
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

FORM 01.1
General Sender Identification for: Copies of all Prescribed Forms
Sent to Creditor(s) Electronically

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

Dated at the city of Toronto in the Province of Ontario, this 13th day of February 2025.

Responsible Individual (Sender): Jeffrey Martin Sole
(Trustee)

Corporate Name : Sheriff Sole & Madej Inc.

Address: 120-2001 Sheppard Ave. E.
Toronto ON M2J 4Z8

Telephone: (416) 391-1460

Fax: (416) 391-2285

E-mail: reception@trustee.ca

NOTICE

Please be advised that the above-noted individual is required to retain the signed original of the document as part of the official records of this proceeding.

District of:
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

FORM 68

[x] Original [ ] Amended

Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)
and Impending Automatic Discharge of Bankrupt
(Paragraph 168.1(4) and section 168.2 of the Act)

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

Take notice that:

1. NARINDER SINGH SHOKER filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against NARINDER SINGH SHOKER) on the 7th day of February 2025 and the undersigned, Sheriff Sole & Madej Inc., 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 24th day of February 2025 at 10:00 AM at 120-2001 Sheppard Ave. E., Toronto, ON.

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.

6. Included pursuant to subsection 102(3) of the Act is information concerning the financial situation of the bankrupt and the obligation of the bankrupt to make payments to the estate of the bankrupt, as required under section 68 of the Act.

7. Pursuant to section 168.1 of the Act, the bankrupt will be given an automatic discharge on the 8th day of November 2025, unless the Superintendent of Bankruptcy, the trustee of the estate of the bankrupt or a creditor of the bankrupt gives notice of intended opposition to the discharge of the bankrupt before that date.

In the case of an individual who has never before been bankrupt:

[X] on the expiry of 9 months after the date of bankruptcy;

[ ] on the expiry of 21 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the Act to the estate.

In the case of an individual who has been a bankrupt one time before:

[ ] on the expiry of 24 months after the date of bankruptcy;

[ ] on the expiry of 36 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the Act to the estate.

8. Any creditor who intends to oppose the discharge of the bankrupt shall state in writing the grounds for his/her opposition and send a notice to this effect to the division office of the OSB, the trustee of the estate of the bankrupt and the bankrupt at any time before the 8th day of November 2025.

9. If any creditor opposes the discharge of the bankrupt, a court fee applies.

10. If the discharge of the bankrupt is opposed, the trustee will apply to the Court without delay for an appointment for the hearing of the opposition in the manner prescribed by the Act unless it is a matter to be dealt with by mediation pursuant to section 170.1 of the Act.

Dated at the city of Toronto in the Province of Ontario, this 13th day of February 2025.

Sheriff Sole & Madej Inc. - Licensed Insolvency Trustee
Per:

_____

Jeffrey Martin Sole - Licensed Insolvency Trustee
120-2001 Sheppard Ave. E.
Toronto ON M2J 4Z8
Phone: (416) 391-1460 Fax: (416) 391-2285

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

-- FORM 79 --

Statement of Affairs (Bankruptcy of an Individual)

(Subsection 49(2) and 158(d) of the Act / Subsections 50(2) and 62(1) and Paragraph 66.13(2)(d) of the Act)

[x] Original [ ] Amended

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

ASSETS

No.	Type of assets [1]	Description (Provide details including percentage of interest of the Bankrupt/Debtor and address for real property; provide location for assets located outside of Canada)	Assets located outside Canada	Estimated dollar value of the Bankrupt's/ Debtor's interest	Exempt Property	Secured amount/ liens on the Bankrupt's/ Debtor's interest	Estimated net realizable dollar value of the Bankrupt's/Debtor's interest [2]	Placeholder (values on this line are for notification only)
201	Furniture	HOUSEHOLD FURNITURE	[ ]	1,000.00	[x]	0.00	0.00	[ ]
301	Personal Effects	PERSONAL EFFECTS	[ ]	500.00	[x]	0.00	0.00	[ ]
			Total	**1,500.00**		**0.00**	**0.00**	

LIABILITIES

No.	Name of creditor	Address	Account No.	Asset securing the liability	Amount of debt			Placeholder (values on this line are for notification only)	Liability type [3]
					Unsecured	Secured	Preferred		
1	ADD Capital Corp. Attn: Mike F. Contingent $ = 1.00	2 - 500 Cochrane Drive Markham ON L3R 8E2			0.00	0.00	0.00	[ ]	Finance Company Loans
2	BDO Canada Limited Contingent $ = 1.00	20 Welling St East, Suite 500 Toronto ON M5E 1C5			0.00	0.00	0.00	[ ]	Finance Company Loans
3	Big Rig Trailers & Leasing Inc. Contingent $ = 1.00	100 Whybank Dr BRAMPTON ON L7A 0E4			0.00	0.00	0.00	[ ]	Finance Company Loans
4	BVD Capital Corporation	8177 Torbram Road BRAMPTON ON L6T 5C5	2nd mortgage		575,432.00	0.00	0.00	[ ]	Finance Company Loans
5	BVD Equipment Finance Inc. Contingent $ = 1.00	8177 Torbram Road BRAMPTON ON L6T 5C5			0.00	0.00	0.00	[ ]	Finance Company Loans

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

FORM 79 -- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

LIABILITIES

No.	Name of creditor	Address	Account No.	Asset securing the liability	Amount of debt			Placeholder (values on this line are for notification only)	Liability type [3]
					Unsecured	Secured	Preferred		
6	Canadian Western Bank Attn: Credit Risk Management Contingent $ = 1.00	3000 - 10303 Jasper Ave NW Edmonton AB T5J 3X6	08832-10101 7438558		0.00	0.00	0.00	☐	Bank Loans except real property mortgage
7	Canadian Western Bank Attn: Credit Risk Management Contingent $ = 1.00	3000 - 10303 Jasper Ave NW Edmonton AB T5J 3X6			0.00	0.00	0.00	☐	Bank Loans except real property mortgage
8	Capital One MasterCard Proposals c/o FCT Default Solutions Attn: Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9	xxx 0150		8,157.00	0.00	0.00	☐	Credit Cards Other Issuers
9	Concentra Bank Contingent $ = 1.00	333 3rd Ave N Saskatoon ON S7K 2M2			0.00	0.00	0.00	☐	Finance Company Loans
10	Daimler Truck Financial Attn: Collections and Loss Recovery Contingent $ = 1.00	202 - 2680 Matheson Blvd Mississauga ON L4W 0A5			0.00	0.00	0.00	☐	Finance Company Loans
11	England Carriers Services Contingent $ = 1.00	1325 S. 4700 W. Salt Lake City UT 84104 USA			0.00	0.00	0.00	☐	Finance Company Loans
12	Equirex Leasing Corp. Contingent $ = 1.00	101 - 1465 North Service Rd E Oakville ON L6H 1A7			0.00	0.00	0.00	☐	Finance Company Loans

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

FORM 79 -- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

LIABILITIES

No.	Name of creditor	Address	Account No.	Asset securing the liability	Amount of debt			Placeholder (values on this line are for notification only)	Liability type [3]
					Unsecured	Secured	Preferred		
13	FCC / FAC Farm Credit Can - Atl Prov. QC ON – Eng. Attn: Special Credit Department Contingent $ = 1.00	200 - 309 Legget Drive Kanata ON K2K 3A3			0.00	0.00	0.00	☐	Finance Company Loans
14	Flex-Cap Inc. Contingent $ = 1.00	411 - 112 College Street Toronto ON M5G 1L6			0.00	0.00	0.00	☐	Finance Company Loans
15	Just Trux Contingent $ = 1.00	1093 Lorimar Dr Unit # 5 Mississauga ON L5S 1M5			0.00	0.00	0.00	☐	Finance Company Loans
16	Mercedes-Benz Financial Services Canada Corporation Attn: Customer Service Contingent $ = 1.00	500 - 2680 Matheson Blvd E Mississauga ON L4W 0A5			0.00	0.00	0.00	☐	Finance Company Loans
17	Meridian Credit Union Ltd. Attn: Credit Recovery department Contingent $ = 1.00	75 Corporate Park Dr St Catharines ON L2S 3W3			0.00	0.00	0.00	☐	Finance Company Loans
18	Mitsubishi HC Capital Canada Leasing, Inc. (formerly CLE Capital inc) Contingent $ = 1.00	401 - 1100 Burloak Dr Burlington ON L7L 6B2			0.00	0.00	0.00	☐	Finance Company Loans

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

FORM 79 -- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

LIABILITIES

No.	Name of creditor	Address	Account No.	Asset securing the liability	Amount of debt			Placeholder (values on this line are for notification only)	Liability type [3]
					Unsecured	Secured	Preferred		
19	Parama Credit Union Attn: Nijole Lewington	9236 Bloor St West Toronto Ontario M8X1C8 #200-3029 Bloor Street West etobicoke ON M8X 1C5	5578000971 13		939,336.98	0.00	0.00	☐	Bank Loans except real property mortgage
20	Paul Motor Leasing Contingent $ = 1.00	4009 Rue de Verdun Verdun QC H4G 1L1			0.00	0.00	0.00	☐	Finance Company Loans
21	Penske Truck Leasing Canada Contingent $ = 1.00	80 Production Dr SCARBORUGH ON M1H 2X8			0.00	0.00	0.00	☐	Finance Company Loans
22	R&S Trailer Leasing Limited Contingent $ = 1.00	5185 Fountain St N BRESLAU ON N0B 1M0			0.00	0.00	0.00	☐	Finance Company Loans
23	Riordan Leasing Inc. Attn: Accounts Recievable Contingent $ = 1.00	1158 King St E Kitchener ON N2G 2N4			0.00	0.00	0.00	☐	Finance Company Loans
24	Scotiabank c/o Canaccede International Management Ltd.	PO BOX 758 STN B London ON N6A 4Y8	xxx 2018		7,500.00	0.00	0.00	☐	Bank Loans except real property mortgage
25	Scotiabank c/o Canaccede International Management Ltd. Contingent $ = 1.00	PO BOX 758 STN B London ON N6A 4Y8	xxx 3018		0.00	0.00	0.00	☐	Bank Loans except real property mortgage
26	Scotiabank c/o Canaccede International Management Ltd. Contingent $ = 1.00	PO BOX 758 STN B London ON N6A 4Y8	xxx 8003		0.00	0.00	0.00	☐	Bank Loans except real property mortgage

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

FORM 79 -- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

LIABILITIES

No.	Name of creditor	Address	Account No.	Asset securing the liability	Amount of debt			Placeholder (values on this line are for notification only)	Liability type [3]
					Unsecured	Secured	Preferred		
27	Scotiabank c/o Canaccede International Management Ltd. Contingent $ = 1.00	PO BOX 758 STN B London ON N6A 4Y8	xxx 4013		0.00	0.00	0.00	☐	Bank Loans except real property mortgage
28	Scotiabank Visa c/o Canaccede International Management Ltd.	PO BOX 758 STN B London ON N6A 4Y8			4,846.00	0.00	0.00	☐	Credit Cards Bank/Trust Companies Issuers
29	TFG Financial Corporation Attn: Patrick Jakubowski Contingent $ = 1.00	1055 Dunsmuir St Suite 3501 Vancouver BC V7X 1K8			0.00	0.00	0.00	☐	Loans from Individuals
30	Trac Lease Inc. and Affiliated Companies Contingent $ = 1.00	1400 W 62nd Avenue Denver CO 80221 USA			0.00	0.00	0.00	☐	Finance Company Loans
31	Travelers Financial Corporation Attn: Patrick Jakubowski Contingent $ = 1.00	500 - 4180 Lougheed Highway Burnaby BC V5C 6A7			0.00	0.00	0.00	☐	Finance Company Loans
32	Vault Credit Corporation Contingent $ = 1.00	5 - 41 Scarsdale Rd Toronto ON M3B 2R2			0.00	0.00	0.00	☐	Finance Company Loans

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

FORM 79 -- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

Total	**1,535,271.98**	**0.00**	**0.00**	

1
Choose one option for each line: Cash on hand; Furniture; Personal effects; Cash-surrender value of life insurance policies, RRSPs, etc.; Securities; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Principal residence; House; Cottage; Land; Other real or immovable property (Please specify); Automobile; Recreational vehicle; Other motor vehicle; Recreational equipment; Estimated tax refund; Other asset (Please specify).
2
For a summary administration, indicate net value after deducting the direct realization costs referred to in Rule 128(1).
3
Choose one option for each line: Mortgage/hypothec over real or immovable property; Bank loans (except real property mortgage); Finance company loans; Credit cards - bank/trust company issuers; Credit cards - stores; Credit cards - other issuers; Taxes - federal; Taxes - other; Student loans; Loans from individuals; Payday loans; Utilities; Future payments agreed to be made to financial adviser other than the Licensed Insolvency Trustee; Other (Please specify).

A. Information relating to the affairs of the Bankrupt/Debtor

1.1. Surname: SHOKER

Given names: NARINDER SINGH

1.2.Date of birth: April 24, 1981

1.3. All other surnames (including surname at birth and any surname by which you have been known, if different from above):

SHOKER
SHAKER

All former given names (including given names at birth and any given names by which you have been known, if different from above):

NARINDERMR SINGH
NARINDER S

2. Address:

11 WALL STREET
BRAMPTON ON L6R 0N2

3. Marital or civil status (Single; Common-law partner; Married or civil union; Separated; Divorced; Widowed) (Specify month and year of each event if they occurred in the last five (5) years):

Separated 2025-01

4. Surname of spouse or common-law partner: _____ Given names of spouse or common-law partner: _____

5.1. Employment status (Choose one) (Employed - full-time; Employed - part-time; Employed -Seasonal; Self-employed; Retired; Student; Deceased; Not employed): Not employed

5.2. Occupation: UNEMPLOYED

5.3. Name of present or most recent employer: _____

5.4. Period of employment: 2025-01 to _____

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

FORM 79 -- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

6.1. Total number of persons in household family unit, including bankrupt (1; 2; 3; 4; 5; 6; 7+ (Please specify) ___): 1

6.2. Number of persons 17 years of age or younger (1; 2; 3; 4; 5; 6; 7+ (Please specify) ___): 0

7.1. In the last six (6) months, have you received professional advice regarding your financial situation other than from the Licensed Insolvency Trustee? [x] Yes [ ] No

7.2. Name any and all providers of professional financial advice: Surname: _____ Given names: _____

7.3. Name the firm/organization of the individual provider of professional financial advice: Business Solutions & Credit Counselling Services

7.4. Address of the firm/organization noted at 7.3: 8500 Torbam Street, #43, BRAMPTON, ON, L6T 5C6

7.5. Total amount paid to date: 1,000.00 7.6. Total remaining amount to be paid: 0.00

8. List any business(es) you operated within the last five (5) years [ ] Not applicable

Trade name of business	Address	Nature of business/ Industry	Type of business (Corporation; Partnership; Sole proprietorship)	Percentage of bankrupt's/ debtor's interest in business	Period of operation (Date to Date)	Maximum number of employees in the past twelve (12)
8438048 CANADA INC. o/a AMG GLOBAL	11 WALL STREET, BRAMPTON, ON, L6R 0N2, Canada	TRUCKING - COMMENCED OPERATION IN 2023 AND CEASED NOV 30 2024. ASSETS ARE IN THE POSSESSION OF THE RECEIVER BDO CANADA LTD. THE RECEIVER IS TO HANDLE THE ASSETS. THE LIABILITIES ARE LISTED ON THE STATEMENT OF AFFAIRS.	Corporation	0.00	January 1, 2023 to November 30, 2024	0.00

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

9. Have you previously been bankrupt or made a proposal under the Bankruptcy and Insolvency Act in Canada? If so, provide information on the proceedings. [x] Yes [ ] No

Estate number	Type of proceeding (Bankruptcy; Proposal)	Filing date	Location of the proceeding	Name of trustee or administrator	Date discharge or certificate of full performance was obtained
32-1772004	Proposal	Jul-25-2013	ONTARIO	SHERIFF SOLE & MADEJ IN(	Apr-16-2015

B. Budget Information: ***Attach Form 65 to this form***

10. Within twelve (12) months prior to the date of the initial bankruptcy event, have you, either in Canada or elsewhere:

10.1. Made payments in excess of the regular payments to creditors? [ ] Yes [x] No

10.2. Had any asset seized by a creditor? [ ] Yes [x] No

If yes, provide details:

11. Within five (5) years prior to the date of the initial bankruptcy event, have you, either in Canada or elsewhere:

11.1. Sold, disposed of or transferred partially or in full any asset? [x] Yes [ ] No

11.2. Made any gifts to relatives or others in excess of $1000? [x] Yes [ ] No

If yes, provide details:

(11.1) On February 5, 2025, I relinquished possession of my property located at 6 Darou Crescent in Brampton, Ontario back to secured creditor, Parama Credit Union, as I was unable to maintain the mortgage payments.

12. Do you expect to receive any sums of money that are not related to your normal income, or any other property within the next twelve (12) months? [ ] Yes [x] No

If yes, provide details:

13. Give reasons for your financial difficulties (Select all that apply and provide details):

[ ] Loss of Income; [ ] Medical Reasons;
[ ] Business Failure; [ ] Gambling; [ ] Addictions other than gambling; [ ] Relationship Breakdown; [ ] Tax Liabilities;
[ ] Financial Support of Others; [ ] Student Debt; [ ] Legal Matters (Provide details); [ ] Moving/Relocation Expenses;
[ ] Failed Proposal; [x] Financial Mismanagement; [ ] Other (Please specify)

Provide relevant details:

[Financial Mismanagement] Property foreclosure has led him into this financial bind. Present income is insufficient to cover both the monthly living expenses and bill payments as they become due.

I, NARINDER SINGH SHOKER of the city of BRAMPTON in the Province of Ontario, do swear (or solemnly declare) that this statement is, to the best of my knowledge, a full, true and complete statement of my affairs on the 7th day of February 2025, and fully discloses all property and transactions of every description that is or was in my possession or that may devolve on me in accordance with the Bankruptcy and Insolvency Act.

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

FORM 79 -- Concluded

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

SWORN (or SOLEMNLY DECLARED) remotely by NARINDER SINGH SHOKER stated as being located in the city of Toronto in the Province of Ontario before me at the city of Toronto in the Province of Ontario, on this 7th day of February 2025 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.

Jeffrey Martin Sole, Commissioner of Oaths
For the Province of Ontario
Sheriff Sole & Madej Inc.
Expires June 21, 2025

07-Feb-2025
Date

NARINDER SINGH SHOKER
Bankrupt

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

- FORM 65 -

Monthly Income and Expense Statement of the Bankrupt and the Family Unit
and Information (or Amended Information) Concerning the Financial Situation of the Individual Bankrupt
(Section 68 and Subsection 102(3) of the Act; Rule 105(4))

[x] Original [ ] Amended

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

Information concerning the monthly income and expense statement of the bankrupt and the family unit, the financial situation of the bankrupt and the bankrupt's obligation to make payments to the estate of the bankrupt pursuant to section 68 of the Act are as follows:

Monthly Income						
No.	**Type of income 1**	**Details**	**Income exempt from the operation of the Act**	**Bankrupt/ Debtor**	**Other members of the Family Unit [ ] One or more members of the Family Unit refused or neglected to divulge income (Provide required details in comments)**	**Total**
			[ ]			
				Total Net Monthly Income: (1)	**Total Net Monthly Income: (2)**	**Total Net Monthly Income of the Family Unit ((1)+(2)): (3)**

1 Choose one option for each line: Net employment income; Net pension/annuities; Net child support; Net spousal support; Net employment insurance benefits; Net other insurance benefits; Net social assistance; Gross self-employment income (Exclude from totals); Net self-employment income; Net government benefits (Provide details); Net other benefits (Provide details); Other net income (Provide details).

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

- FORM 65 --- Continued -

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

Monthly Non-Discretionary Payments					
No.	**Type of payment 2**	**Details**	**Bankrupt/ Debtor**	**Other members of the Family Unit**	**Total**
			Total Monthly Non-Discretionary Payments: (4)	**Total Monthly Non-Discretionary Payments: (5)**	**Total Monthly Non-Discretionary Payments of the Family Unit ((4)+(5)): (6)**

2 Choose one option for each line: Child support payments; Spousal support payments; Child care; Medical condition expenses; Fines/penalties imposed by the Court; Expenses as a condition of employment; Debts where stay has been lifted; Other payments (Provide details).

Available monthly income of the BANKRUPT ((1) - (4)): 0.00 **(7)**

Available monthly income of the Family Unit ((3) - (6)): 0.00 **(8)**

BANKRUPT's portion of the available monthly income of the Family Unit ((7) / (8) X 100): 100.00 % **(9)**

Monthly Expenses of the Family Unit			
No.	**Type of expenses**	**Details**	**Monthly Total**
Housing 3			
129508	Telephone		50.00
129512	Rent/Mortgage		350.00
Personal 4			
Living 5			
129509	Food/Grocery		200.00
Transportation 6			
129510	Public Transportation		60.00
Insurance 7			
Payments 8			
129511	To the estate		1.00

3 Choose one option for each line: Rent/mortgage/hypothec; Property taxes/condo fees; Heating/gas/oil; Telephone/cell phone; Cable/streaming services; Internet; Electricity; Water; Furniture; Other.
4 Choose one option for each line: Tobacco/vaping/cannabis; Alcohol; Meals/restaurants; Entertainment/sports; Gifts/charitable donations; Allowances; Other.
5 Choose one option for each line: Food/grocery; Laundry/dry cleaning; Grooming/toiletries; Clothing; Other.
6 Choose one option for each line: Vehicle lease/payments; Vehicle insurance/registration; Repair/maintenance/gas; Public transportation; Other.
7 Choose one option for each line: Home; Furniture/contents; Life; Other.
8 Choose one option for each line: To the estate; To secured creditor (Other than mortgage and vehicle); To provider of financial advice (Other than the Licensed Insolvency Trustee); Other.

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

- FORM 65 --- Concluded -

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

Total monthly expenses of the Family Unit:	661.00	**(10)**
Monthly surplus or (deficit) of the Family Unit ((8) - (10)):	-661.00	**(11)**

Information (or Amended Information) Concerning the Financial Situation of the Individual bankrupt

Payments to the estate as per agreement

Total amount bankrupt has agreed to pay monthly	1.00	**(12)**
Amount bankrupt has agreed to pay to repurchase assets (Provide details)	0.00	**(13)**
Residual amount paid into the estate ((12) - (13))	1.00	**(14)**

Payments required by Directive No. 11R2 (Surplus Income)

Number of persons in household the family unit, including the bankrupt	1	
Monthly amount required to be paid to the estate by the Bankrupt/Debtor as surplus income obligation	0.00	**(15)**
Difference between the residual amount paid into the estate and the amount of the surplus income obligation ((14) - (15))	1.00	**(16)**

☐ The amended information relates to a material change in the financial situation of the individual bankrupt.

Other applicable comments:

Please Note: The debtor has advised that his parents and family are assisting with his monthly living expenses and will be funding his estate payments. The fees are paid from the retainer received in the amount of $20,000.

Dated at the city of Toronto in the Province of Ontario, this 7th day of February 2025.

Sheriff Sole & Madej Inc. - Licensed Insolvency Trustee

_____ _____

120-2001 Sheppard Ave. E.
Toronto ON M2J 4Z8
Phone: (416) 391-1460 Fax: (416) 391-2285

NARINDER SINGH SHOKER

Notes: In a joint assignment, only one form is required and each debtor's monthly income and nondiscretionary expenses have to be explained in detail.
If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

Sheriff Sole & Madej Inc.
120-2001 Sheppard Ave. E.
Toronto ON M2J 4Z8
Phone: (416) 391-1460 Fax: (416) 391-2285
E-mail: reception@trustee.ca

District of:
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

- 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(b) of the Act)

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

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 NARINDER SINGH SHOKER of the city of BRAMPTON 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 7th day of February 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.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

FORM 31 --- Continued

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(g) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

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

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

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

☐ **C. Secured claim of** $_____

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

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

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

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

☐ **E. Claim by Wage Earner of** $_____

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

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

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

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

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

☐ **G. Claim against Director of** $_____

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

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

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

District of
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

FORM 31 --- Concluded

In the Matter of the Bankruptcy of
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

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:
Division No. -
Court No. 32-3184384
Estate No. 32-3184384

- 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
NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER)
of the city of BRAMPTON, in the Province of Ontario
(UNEMPLOYED)

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

_____
Witness

_____
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Sheriff Sole & Madej Inc. - Licensed Insolvency Trustee

_____
120-2001 Sheppard Ave. E.
Toronto ON M2J 4Z8
Fax: (416) 391-2285
E-mail: reception@trustee.ca

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 asses 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 MMM

February 26, 2025

0-District of Ontario
Division No:
Estate No: : 32-3184384

IN THE MATTER OF THE BANKRUPTCY OF

NARINDER SINGH SHOKER (AKA NARINDERMR SINGH SHOKER, NARINDER S SHAKER).
OF THE CITY OF BRAMPTON
IN THE PROVINCE OF ONTARIO
(UNEMPLOYED)

Trustee
Sheriff Sole & Madej Inc.

Bankruptcy

Minutes of the First General Meeting of Creditors, at 10:00am on Monday February 24, 2025 held at the offices of the Trustee, 2001 Sheppard Ave. East, Suite 120, Toronto, Ontario.

ATTENDANCE

Present were:	**Representing**
Chairperson, Martin Sole C.A. - LIT	Trustee
Secretary, Helen Brown	Trustee
Jeff Spiegelman	Solicitor for Trustee (Ferrari Jaeger LLP)
Narinder Singh Shoker	Bankrupt
Arvinder Kalsey	Business Solutions (representing Bankrupt)

Others (see list)

The Trustee tabled the following documents:

i) Trustee's Preliminary Report;
ii) The Statement of Affairs, the Affidavit of Mailing to the notice to the creditors of the first meeting,
iii) Notice to Creditors of First Meeting in Toronto Sun;
iv) Certificate of Appointment;
v) PPSA Search
vi) Proofs of Claim received prior to the first meeting.

A. QUORUM

The Chairman reported that there was a quorum, and that the meeting having been properly called was competent to carry on business.

The meeting was then called to order.

B. CHAIRPERSON'S REPORT

The Chairperson reviewed its preliminary report with creditors in attendance. The Chairperson also reviewed the following:

i) Farm Credit Union
ii) Parama Credit Union
iii) GFS International Inc.

FARM CREDIT UNION

The Chairman advised that it had received an unsecured claim from Farm Credit Canada in the amount of $8,068,537.53.

The Chairman reported that the claim was not declared on the Statement of Affairs and as such, it investigated the nature of the claim with the bankrupt. The Chairman summarized its findings for the creditors at the meeting,

PARAMA CREDIT UNION

The Chairman reported that it had further investigated matters regarding 6 Darou Crescent which was the bankrupt's Matrimonial Home.

i) Various owners of property – currently , only the bankrupt is on title
ii) First and second mortgages
iii) Removal of bankrupt from the property
iv) Fire that occurred at the property

A general discussion then occurred amongst the creditors.

GFS INTERNATIONAL INC.

The Trustee reported that a creditor had inquired about the bankrupt's holdings in shares of GFS International Inc. which was not declared on the Statement of Affairs. The bankrupt advised that he did not hold shares in the company.

SUBSTITUTION OF TRUSTEE

A motion was made by Jeremy Bornstein (solicitor for Canadian Western Bank) to substitute BDO Canada Limited as Trustee.

The Trustee advised that the motion would need to be passed by a special resolution pursuant to section 14 of the BIA.

The Chairman then called for a vote. All three creditors that were eligible to vote at the meeting, voted to approve the substitution as follows:

	NAME	CLAIM
a)	Canadian Western Bank	$6,616,533 CAN $535,109.43 U.S.
b)	Farm Credit Union	$8,068,537.53
c)	Riordan Leasing Inc.	$89,414.23

Motion passed:

ADJOURNMENT

The meeting was adjourned at 10:30 a.m., and the Trustee advised that it would attend to its statutory duties to transfer the required documents to the substitute Trustee.

Chairperson: Martin Sole, C.A. - LIT — February 24, 2025

Secretary: Helen Brown — February 24, 2025

ATTENDANCE LIST – FIRST MEETING OF CREDITORS

NAME: Narinder Singh Shocker	**FILE #: 32-3184384**	**DATE: February 24 2025**

SIGNATURE	PRINT	REPRESENTING	AMOUNT OF CLAIM
	Martin Sole	Trustee	———
	Helen Brown	Secretary	
	Jeff Spiegelman	Solicitor for Trustee	
	Narinder Singh Shoker	Debtor	
	Arvinder Kalsey	BSCC	
	John Moretto	Parama Credit Union	
	Jeremy Bornstein, Cassels Brock & Blackwell LLP	Solicitor for Canadian Western Bank	
	Michael Cassone, Harrison Pensa LLP	Solicitor for Farm Credit Canada	
	Asim Kareem, Harison Pensa	Solicitor for Riordan Leasing	
	Stephanie Burrowes, BDO	Receiver	

ATTENDANCE LIST – FIRST MEETING OF CREDITORS

NAME: Narinder Singh Shocker	FILE #: 32-3184384	DATE: February 24 2025

SIGNATURE	PRINT	REPRESENTING	AMOUNT OF CLAIM
	Martin Sole	Trustee	———
	Helen Brown	Secretary	
	Jeff Spiegelman	Solicitor for Trustee	
Narinder Shoker	Narinder Singh Shoker	Debtor	
Arvinder Kalsey	Arvinder Kalsey	BSCC	
	John Moretto	Parama Credit Union	
	Jeremy Bornstein, Cassels Brock & Blackwell LLP	Solicitor for Canadian Western Bank	
	Michael Cassone, Harrison Pensa LLP	Solicitor for Farm Credit Canada	

ATTENDANCE LIST – FIRST MEETING OF CREDITORS

NAME: Narinder Singh Shocker	FILE #: 32-3184384	DATE: February 24 2025

SIGNATURE	PRINT	REPRESENTING	AMOUNT OF CLAIM
	Martin Sole	Trustee	———
	Helen Brown	Secretary	
	Jeff Spiegelman	Solicitor for Trustee	
	Narinder Singh Shoker	Debtor	
	Arvinder Kalsey	BSCC	
	John Moretto Cristina Internicola, counsel Agueci Calabretta	Parama Credit Union	
	Jeremy Bornstein, Cassels Brock & Blackwell LLP	Solicitor for Canadian Western Bank	
	Michael Cassone, Harrison Pensa LLP	Solicitor for Farm Credit Canada	
	Asim Kareem, Harison Pensa	Solicitor for Riordan Leasing	
	Stephanie Burrowes, BDO	Receiver	

ATTENDANCE LIST – FIRST MEETING OF CREDITORS

NAME: Narinder Singh Shocker	FILE #: 32-3184384	DATE: February 24 2025

SIGNATURE	PRINT	REPRESENTING	AMOUNT OF CLAIM
	Martin Sole	Trustee	
	Helen Brown	Secretary	
	Jeff Spiegelman	Solicitor for Trustee	
	Narinder Singh Shoker	Debtor	
	Arvinder Kalsey	BSCC	
	John Moretto	Parama Credit Union	
	Jeremy Bornstein, Cassels Brock & Blackwell LLP	Solicitor for Canadian Western Bank	CAD$6,616,533.94 USD$535,109.43
	Michael Cassone, Harrison Pensa LLP	Solicitor for Farm Credit Canada	
	Asim Kareem, Harison Pensa	Solicitor for Riordan Leasing	
	Stephanie Burrowes, BDO	Receiver	

ATTENDANCE LIST – FIRST MEETING OF CREDITORS

NAME: Narinder Singh Shocker	FILE #: 32-3184384	DATE: February 24 2025

SIGNATURE	PRINT	REPRESENTING	AMOUNT OF CLAIM
	Martin Sole	Trustee	———
	Helen Brown	Secretary	
	Jeff Spiegelman	Solicitor for Trustee	
	Narinder Singh Shoker	Debtor	
	Arvinder Kalsey	BSCC	
	John Moretto	Parama Credit Union	
	Jeremy Bornstein, Cassels Brock & Blackwell LLP	Solicitor for Canadian Western Bank	
	Qasim Kareemi, Harrison Pensa LLP	Solicitor for Farm Credit Canada	
	Qasim Kareemi, Harrison Pensa LLP	Solicitor for Riordan Leasing	
	Stephanie Burrowes, BDO	Receiver	

ATTENDANCE LIST – FIRST MEETING OF CREDITORS

NAME: Narinder Singh Shocker	**FILE #: 32-3184384**	**DATE: February 24 2025**

SIGNATURE	PRINT	REPRESENTING	AMOUNT OF CLAIM
	Martin Sole	Trustee	————————
	Helen Brown	Secretary	
	Jeff Spiegelman	Solicitor for Trustee	
	Narinder Singh Shoker	Debtor	
	Arvinder Kalsey	BSCC	
	John Moretto	Parama Credit Union	
	Jeremy Bornstein, Cassels Brock & Blackwell LLP	Solicitor for Canadian Western Bank	
	Michael Cassone, Harrison Pensa LLP	Solicitor for Farm Credit Canada	
	Asim Kareem, Harison Pensa	Solicitor for Riordan Leasing	
	Stephanie Burrowes, BDO	Receiver	

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF GAIL GILMOUR

I, Gail Gilmour, of the Town of Morin-Heights in the Province of Quebec, MAKE OATH AND SAY:

1. I am a Director of Flex-Cap Inc. (**"Flex-Cap"**) and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate otherwise, these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have stated the sources and verily believe those facts to be true.

2. Flex-Cap is a boutique Canadian lease and finance company specializing in equipment leases and customized lending for small and medium sized enterprises. Flex-Cap is incorporated pursuant to the laws of the Province of Ontario with its head office in

Morin-Heights, Quebec. A copy of the Corporate Profile Report for Flex-Cap is attached to my Affidavit as **Exhibit "A".**

The Lease Agreement and Default

3. On or about December 15, 2021, Flex-Cap entered into a lease agreement (the **"Lease Agreement"**) with 8438048 Canada Inc. o/a AMG Global (**"AMG Global"**) and Narinder Shoker, the sole director of AMG Global (together with AMG Global, the **"Lessees"**) for the lease of a 2019 Volvo VVN Highway Tractor, bearing Vehicle Identification Number 4V4NC9EH6KN905949 (the **"Tractor"**). A copy of the Lease Agreement is attached to my Affidavit as **Exhibit "B".**

4. Royal Bhatti Transport Inc. (**"Royal Bhatti"**) was insuring and operating the Tractor with the permission of the Lessees. A copy of the Certificate of Liability Insurance for the Tractor dated May 6, 2024 is attached to my Affidavit as **Exhibit "C".**

5. The Lessees subsequently defaulted on the payment obligations owing to Flex-Cap under the terms of the Lease Agreements. As a result of the default, Flex-Cap has the right to take immediate possession of the Tractor.

6. On or about May 2, 2024, Flex-Cap sent a demand letter to the Lessees advising that if they did not remedy the default, Flex-Cap would take steps to protect its interests in the Tractor. A copy of the demand letter dated May 2, 2024 is attached to my Affidavit as **Exhibit "D".**

7. The Lessees did not remedy the default, nor did the Lessees return the Tractor to Flex-Cap.

8. Following the default and the issuance of the demand letter, Flex-Cap engaged a bailiff, Martin Woolsey of Ontario Legal Recovery Ltd. (the **"Bailiff"**), to assist with the recovery of the Tractor. Flex-Cap has worked with Ontario Legal Recovery Ltd. since 2020 and has a good working relationship with this bailiff service.

9. I am advised by the Bailiff and do verily believe to be true that on or about July 24, 2024, the Bailiff attended AMG Global's registered address at 425 Gibraltar Drive, Mississauga, Ontario (**"425 Gibraltar"**). I am advised by the Bailiff and do verily believe to be true that the Bailiff located the Tractor at 425 Gibraltar, but that Mr. Shoker advised the Bailiff that the Tractor could not be released without a court order.

Flex-Cap's Legal Proceedings for Possession of the Trailor

10. Flex-Cap subsequently commenced an application against the Lessees and Royal Bhatti in the Superior Court of Justice seeking, among other relief, an order that the Lessees and Royal Bhatti deliver to Flex-Cap possession of the Tractor (the **"Application for Possession"**). A copy of the application record in support of the Application for Possession, returnable on August 20, 2024, is attached to my Affidavit as **Exhibit "E".**

11. On August 20, 2024, Justice Miller issued an order for possession ordering that the Lessees and Royal Bhatti deliver possession of the Tractor to Flex-Cap (the **"Order for Possession"**). A copy of the Order for Possession is attached to my Affidavit as **Exhibit "F".**

12. Following the issuance of the Order for Possession, the Lessees and Royal Bhatti did not deliver the Tractor to Flex-Cap.

13. I understand that pursuant to the Order of Justice Black dated December 4, 2024, BDO Canada Limited was appointed as Receiver and Manager of AMG Global.

14. As of the date of swearing this Affidavit, neither the Lessees nor Royal Bhatti have provided Flex-Cap or the Bailiff with possession of the Tractor.

SWORN via videoconference by Gail Gilmour at the Town of Morin Heights in the Province of Quebec, before me on February 18th, 2025 at the City of Toronto in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

GAIL GILMOUR

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

This is **Exhibit "A"** referred to in the Affidavit of Gail Gilmour of the Town of Morin Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on this 18 th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)
(LSO #)

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

FLEX-CAP INC. as of February 13, 2025

Act	Corporations Information Act
Type	Extra-Provincial Federal Corporation with Share
Name	FLEX-CAP INC.
Ontario Corporation Number (OCN)	5047536
Governing Jurisdiction	Canada - Federal
Incorporation/Amalgamation Date	April 13, 2020
Registered or Head Office Address	9 Rue Des Tournois, Blainville, Quebec, J7C 4Y2, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	December 01, 2020
Principal Place of Business	4090 Living Arts Dr, 1608, Mississauga, Ontario, L5B 4M8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Chief Officer or Manager

Name	GAIL GILMOUR
Address for Service	4090 Living Arts Dr, 1608, Mississauga, Ontario, L5B 4M8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: GAIL GILMOUR - DIRECTOR	June 21, 2021
CIA - Initial Return PAF: JEROME BEAUDRY - OTHER	April 07, 2021

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is **Exhibit "B"** referred to in the Affidavit of Gail Gilmour of the Town of Morin Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on this 18 th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)
(LSO #)

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

FLEX CAP INC

EQUIPMENT LEASE

Notice: This is a Non-Cancelable, Binding Contract.
It contains important Legal and Financial Terms and Conditions.
Please read **all pages** carefully. Feel free to ask questions before signing.

Lessor
Flex-Cap Inc.
CP 302 BP Rive-Nord
Boisbriand, QC J7E4J4
437-918-9222
info@flex-cap.ca

Customer # Lease #

Lessee	8438048 Canada Inc				
Street Address	6 Darou Crescent	City	Brampton	Province/PC	ON L6R 0N7
Contact Name	Narinder	Phone Number	(647) 962-2939		
Email	shoker@amgfleets.ca	Province of Location	ON		

Contract Details

Term Mos	42	Number of Pmts	42	Pmt Frequency	MONTHLY	Pmt Method	PAP

SEE ATTACHED EQUIPMENT SCHEDULE AS AN INTEGRAL PART OF THIS LEASE

Payment Details

No of Pmts	Amount	GST/HST	PST/QST	Total Rent Including Taxes
1	$8,600.00	$1,118.00	$0.00	$9,718.00
41	$2,460.22	$319.83	$0.00	$2,780.05
Statement of Payments Due	Amount	GST/HST	PST/QST	Totals
Security Deposit	$	-	-	$
Document Fees	$350.00	$45.50	$0.00	$395.50
First Payment	$8,600.00	$1,118.00	$0.00	$9,718.00
***Per Diems Note:** *Per diems may be charged for the period between delivery date and/or funding date (whichever is first) to the Start Date of the lease.*			**Total Payment Due**	**$10,113.50**

Pre Authorized Debit Agreement

Flex-Cap Inc. is authorized to draw payments under its Pre Authorized Payment Plan, from the bank account as specified on the attached sample void cheque, to cover the "Total Rent" or other amounts due under the terms of this Lease, including the Total of the Statement of Payments Due on Signing above, for the above mentioned Lease for the noted Lessee. This is a business transaction. We acknowledge that Pre Authorized Debits are a REQUIREMENT of the Lease with Flex-Cap Inc. Cancellation of this authorization without replacing with an alternative pre authorization is an event of default under the Lease between Flex-Cap Inc. and us. We may revoke this authorization at any time, subject to providing 30 days written notice to you. To obtain a sample cancellation form, or for more information on our right to cancel a pre-authorized debt agreement, we may contact our financial institution or visit www.cdnpay.ca. We have certain recourse rights if any debit does not comply with this Lease. For example, we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debt agreement. To obtain more information on our recourse rights, we may contact our financial institution or visit www.cdnpay.ca. If we transfer the account to another branch or if we close the account and open an account at another bank this authorization shall have the same force and effect as if it had been originally directed to that branch or bank, as the case may be. Initials NS

Guarantee (except Alberta)

The undersigned (hereinafter the "Guarantor" hereby irrevocably, unconditionally and solidarily (jointly and severally) guarantees to Lessor the payment of all Lease Payments and all other obligations arising hereunder (the "obligations"). The Guarantor further agrees that if the Lessee defaults on any of its obligations to perform under this Lease, the Guarantor will meet all obligations of the Lessee hereunder. This is an absolute, unconditional, irrevocable and continuing guarantee and will remain in full force and effect until all of the obligations have been indefeasibly paid in full, and Lessor has terminated this Guarantee. This Guarantee will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor or any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of lessor to take any steps to perfect or maintain its lien or security interest in or any to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof for any security or other guarantee thereof. This Guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute their Guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Lessee. The Guarantor also hereby waives the benefit of discussion and division.

Guarantor 1 Signature NS Narinder Shoker Guarantor 2 Signature _____ Guarantor 3 Signature _____

Guarantor 1 Name: Narinder Singh Shoker **Guarantor 2 Name:** **Guarantor 3 Name:**

Delivery Receipt

You acknowledge delivery and/or installation of the Equipment, or if not delivered and installed, please check this box ☑ confirming you understand further documentation may be required for payment to be released to the vendor in advance of delivery/install.
Lessee and Co-Lessee(s) or Guarantors acknowledge having read the entire multi-page Lease and Accept the Terms and Conditions attached.
Lessee and Co-Lessee(s) or Guarantors accept that where they have signed this contract under their own names, they have signed in their personal capacity.

A fax copy of this proposal and any schedules or amendments to and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Initials NS

SIGNATURES

8438048 Canada Inc	Signature Narinder Shoker	Signature	Signature
Executed and Accepted As Lessor	T. Archdekin	Assignment Authorization (If Applicable)	

1. LEASE. Lessor ("we" and "us") agree to rent to the party identified as lessee on the first page of this contract ("you"), and you agree to rent from us, the equipment ("Equipment") listed and described in this contract ("Lease"). This Lease becomes binding when we accept it in writing as shown by a signature of our duly authorized representative. Upon receipt and acceptance of the Equipment, you will provide us a duly signed delivery and acceptance certificate, in the form as prescribed by Lessor.

2. NON-CANCELABLE CONTRACT. You cannot cancel this Lease during the Term for any reason, including Equipment failure, loss or damage. If you cancel this Lease after you sign the Lease but before we advance all the funds, you will pay to us a cancellation fee of the greater of a) $500.00, or, b) 10% of the total Equipment cost plus any funds advanced to any vendor to purchase the Equipment on your direction. You will also pay this cancellation fee if we cancel the Lease due to a) your initial payment being dishonored or b) any misrepresentation by you or any Co-Lessee of information that if disclosed to us would have led us not to have approved the Lease.

3. SIGNATURES BINDING: By signing this Lease, you agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. Any Co-Lessee that signs this Lease is bound in the same way as you. Each of you and the Co-Lessee acknowledges that you have had the opportunity to ask for any explanations, and that you have had ample time to consult legal and other advisors prior to signing this Lease.

4. TERM. The Term of this Lease will start on the Commencement Date established by us when we accept the Lease but shall be no earlier than the date the Equipment is delivered to you and will end on the earlier of the Termination Date or on the date we terminate this Lease.

5. RENTAL. You promise to pay to us the number of payments of Total Rent shown on the first page of this Lease beginning on the Commencement Date. All payments of Total Rent are payable in advance for each month during the Term. If the Commencement Date is not the first day of the month, you agree to pay to us a pro rata payment for the period between the Commencement Date and the first of the next subsequent month. You will pay Total Rent payments and other amounts due under this Lease without set-off, abatement or compensation.

6. SECURITY INTERESTS. To secure your performance of your obligations under this Lease, you grant us a continuing security interest in the Equipment, in all proceeds of it (including proceeds of insurance) and in any rental payments receivable on any sublease we may permit. You agree that we have all the rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest (as the terms "security interest" and "purchase money security interest" are used in the Personal Property Security Act (Alberta), and will be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction). The Lessee acknowledges that the Lessor may publish a financing statement for the Equipment under the applicable Personal Property Security Act or the Civil Code of Quebec or in any other register of any other territory or province in order to make its rights enforceable against third parties. The Lessee waives, to the extent permitted by law, its right to receive a copy of any financing statement or financing modification statement recorded by the Lessor and any other related verification statement.

7. TITLE TO EQUIPMENT. The Lessor remains at all times the sole and unique owner of the Equipment. The Lessee agrees to indemnify and release the Lessor from all liability against one-off or occasional costs and costs incurred by the latter in order to assert its rights or title to the Equipment and, if it is seized or requested by a third party, the Lessee undertakes to immediately notify the Lessor by certified mail with acknowledgment of receipt. The Lessee agrees not to dispose of the Equipment under the terms of this Lease until its expiry and during any extension, if applicable, subject to the Lessor's right to terminate the Lease at any time in accordance with the terms hereof. The Lessor may require the placement or installation of plates, marks, labels or stickers on the Equipment to identify it as the owner of the Equipment. Due to the property right established in this clause as well as the territorial limits for the use of the Equipment by the Lessee indicated in clause 9, the Lessee may not export the Leased Equipment unless receiving the prior written authorization of the Lessor. In addition, if they intend to export the Equipment, they must follow the procedures required by the Export and Import Permits Act (RSC [1985], c. E-19) and by any other law or export regulations promulgated and enforced by the government of any country having authority over the parties or transactions contemplated.

8. NO RIGHT TO ASSIGN OR TRANSFER. The Lessee consents to the assignment of Lessor's interest in this Lease and the Equipment to a third party and the disclosure of personal information provided by Lessee (if any) to the assignee and the assignee's collection and use thereof, without Lessor giving Lessee further notice. Any assignee of Lessor's interest will be entitled to enforce all of Lessor's rights under this Lease but shall have no liability to perform any obligations under this Lease. Lessee shall not assign or transfer any of its rights in or under this Lease. You will pay any assignee all amounts due under this Lease without set-off, abatement or compensation. Lessee shall not sublease, assign or transfer any of its rights in or under this lease. The Lessor will provide you with at least 10 days prior written notice of any assignment of the pre-authorized debit agreement set out on the first page of this Lease, which notice will identify the assignee and the assignee's contact information.

9. LOCATION AND USE. You may not move the Equipment from the location set forth on the first page of this Lease or alter the Equipment in any manner without our prior written consent. The Equipment shall remain personal or moveable property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You will use the Equipment only for business purposes and not for personal or household purposes.

10. REPRESENTATIONS AND WARRANTIES. You have personally selected the Equipment and we have purchased the Equipment at your specific request to rent it to you. You acknowledge that you are solely responsible for the suitability of the Equipment. You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation, as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation or possession, or by any interruption of service or loss of use, or any loss of business or damage whatsoever or howsoever caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term. You represent, warrant and covenant through the Term that: (a) if you are a body corporate, you are validly incorporated, organized and existing and will continue to be in good standing; (b) you have all necessary power and authority to execute, deliver and perform this Lease, each such action (i) does not conflict with any applicable law or any indenture, instrument, agreement or undertaking to which you are a party or by which you or any of your assets are or may become bound, and (ii) does not result in the creation of any encumbrance on the Equipment, (c) this Lease is and will continue to be your legal, valid and binding obligation enforceable against you in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any Court, administrative agency or other tribunal that could have a materially adverse effect on you; (e) all financial statements and other related information you furnish us are prepared in accordance with generally accepted accounting principles and fairly present your financial position on their respective dates; (f) to evidence the foregoing, you will provide legal opinions, resolutions and such other documents as we may reasonably request.

11. RETURN OF EQUIPMENT UPON TERMINATION. At the end of the Term, you will, within 10 days, return at your own expense the Equipment to us at our nearest office or other place we may specify. When you return the Equipment to us, the Equipment must be in good repair, condition and working order and you will pay to us all costs to restore the Equipment to its condition on the date this Lease commenced, normal wear and tear excepted. If you fail to return the Equipment, we shall have the right to enter upon the location of the Equipment and take possession of it and remove it at your expense, with or without legal process and without liability to us. You waive any claims for damages which you may otherwise have by reason of our entry, taking or removal of the Equipment, including claims for trespass. If the Equipment when recovered by us is not in good condition and repair, we may at your expense payable on demand as additional Total Rent, make all repairs and replacements necessary to place such Equipment in as good condition as it was at the Commencement Date, reasonable wear and tear excepted. If you fail to return the Equipment to us upon the expiration of the Term as required by this Lease, you shall be deemed to be "overholding" and you shall continue to be required to pay Total Rent as set forth on page one of this Lease until the Equipment is returned to us or otherwise disposed of in accordance with our instructions.

12. JOINT AND SEVERAL LIABILITY. The Co-Lessee and any Guarantor acknowledges that it has received the sum of $10.00 from us and other sufficient consideration for the performance of its obligations under this Lease by our agreement to lease the Equipment to you. You and the Co-Lessee(s) and any Guarantor(s), jointly and severally, (solidarily for purposes of the Province of Quebec), covenant and agree, as principal obligors and as sureties, the full and prompt performance of all of your present and future obligations under this Lease, including any schedules, addenda or attachments which may be made to it from time to time. We may apply any and all payments made in respect of those obligations from time to time as we see fit. We shall not be required to enforce or exhaust any particular remedy as against either of you or the Co-Lessee(s) or any Guarantors, but may choose to enforce against either one or more of you and may select any one or more remedies, all of which shall be cumulative, and not exclusive, and in no order of requirement.

13. LAWS AND TAXES. You will pay all taxes and file returns in respect of taxes immediately upon such taxes or returns becoming due. "Taxes" includes all taxes, provincial sales tax, Goods and Services Tax , Harmonized Sales Tax, imposts, levies, fees, duties and charges now or imposed after the date of this Lease by any federal, provincial, municipal or other taxation authority on you, the Equipment or the purchase, sale, ownership, delivery, possession, use, maintenance, operation or rental of the Equipment or on us in respect of any of the foregoing (including sales, excise, use, property, business, transfer, goods and services and value added taxes and including penalties or interest based on late payment of taxes), but excluding taxes on or measured by our overall net income. We will be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or this Lease and you will not make any such claim in respect any such benefits. If you fail to pay any fees, taxes or other lawful charges as contemplated by this section, we may do so on your behalf and such payments shall at our option be payable immediately on our demand. Any provision of the Lease which cannot be executed in any given jurisdiction can be considered as without effect in the jurisdiction as long as it is prohibited and non fulfilled, without invalidating the other provisions of the Lease. Insofar as the law permits it, the Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, The Distress Act of Manitoba, or any similar legislations of another province or territory and any relevant legislation pertaining to the sale of the Equipment in any jurisdiction, where applicable. If the Lessee is an individual, you acknowledge that the Equipment is not a consumer good within the meaning of the applicable Personal Property Security Act, or similar laws of any other province including the Consumer Protection Act of the Province of Quebec.

14. INSURANCE. You will, at your own expense, place and maintain with insurers acceptable to us: (a) comprehensive all risk insurance on the Equipment for its full replacement value, such insurance to include as additional insured, a loss payable clause in our favour as first loss payee and a waiver of subrogation in our favour; and (b) general public liability and property damage insurance with limits of liability equal to at least $2,000,000 per occurrence (or such greater amount as we may require from time to time). If damage amounting to actual or constructive total loss of the Equipment occurs, we will be entitled to retain from all insurance proceeds an amount equal to the total amount payable to us by you under this Lease as liquidated damages. You agree to give us prompt notice of any damage or loss of the Equipment or any part of it. You will at your own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If you fail to provide proof of insurance as required by this Lease, we reserve the right to charge you an additional 3% of the Total Rent during the period throughout the time that the insurance coverage required is not in place and evidence of insurance coverage is not provided to us. This additional charge is not to be construed as replacement of your insurance or fulfillment of your insurance obligations but is an administrative charge to reflect the additional cost to us to protect our interests in light of your default to do so. If you fail to fulfill your insurance obligations under this Lease, then, without prejudice to our other rights and remedies, we have the right, but not the obligation, to procure insurance covering our interest (but not your interest) in the Equipment, in such form and amount and with such insurers as we will determine from time to time on the basis set out in Schedule C to this Lease, all at your expense. Such expense will include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance plus interest accruing on such expense at the rate of 26.82% per annum (or 2% per month compounded monthly) until you reimburse us for such expense. You will pay us the insurance expense in equal installments at the same time and in the same manner as the remaining Total Rent payments. You will cooperate with our insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing in this Lease will be deemed to obligate us to act as an insurer under this Lease or to arrange any insurance for your benefit. Nothing in this Lease will require us to secure, maintain, enforce or renew any insurance, in any amounts or upon any specific terms and conditions. We reserve the right to terminate any insurance coverage we may arrange, or allow same to lapse, without incurring any liability to you.

15. CORRECTION OF ERRORS. Clerical errors will not affect the validity of this Agreement and Lessor may correct any or all clerical errors with or without Notice of the correction to the Lessee.

Initials:

16. MAINTANENCE, REPAIR AND REPLACEMENT. You will, at your own expense, be responsible for: (a) the delivery, installation, de-installation and re-delivery of the Equipment and (b) the maintenance, upkeep, care, servicing and repair, including necessary replacements of parts of the Equipment, in both cases by a party acceptable to us. You will at your own expense keep the Equipment in good repair, condition and working order. You will not without our prior written consent make any alternations, additions or improvements to the Equipment. All such alterations, additions or improvements will be at your expense and will belong to us immediately upon being made. On our request, you will enter into a maintenance agreement respecting the Equipment with its manufacturer, dealer, or other maintenance supplier acceptable to us. We shall have access to the Equipment at all reasonable times to inspect it to ensure that you are complying with the provisions of this section.

17. INDEMNIFICATION OF US BY YOU. You agree to indemnify us and save us harmless from and against all loss, costs, liabilities, claims, legal proceedings and expenses (including legal fees and costs on a solicitor and client full indemnity basis) whatsoever arising in connection with this Lease, any license, the Equipment, the manufacturer, selection, purchase, ownership, delivery, possession, use, maintenance, operation, loss or return of the Equipment, Taxes, the recovery of claims under any insurance policy relating to the Equipment, any use or operation of the Equipment which infringes any patent or other industrial or intellectual property right of any person, your default, our exercise of any rights or remedies under this Lease or any entry or taking of possession, removing or disabling of our Equipment under this Lease. This section shall be effective and in full force and effect from the date of execution of this Lease even though the Commencement Date may not have occurred. The indemnities contained in this section shall continue in full force and effect even after the expiration or termination of this Lease. You shall pay all amounts to us under this section on our demand.

18. SECURITY DEPOSIT. If we require it, you will make an advance payment to us as a security deposit at the same time you make the first payment of Total Rent. This deposit may be applied toward the payment of Total Rent or the performance of any of your obligations under this Lease. We may apply the security deposit as we wish, at any time, to any amounts due under this Lease if not paid by you when due, or we may apply the security deposit to any non-sufficient funds charges, late interest charges, collection charges, or other similar charges incurred by you during the term of this Lease. No interest is payable on the security deposit. At the termination date of this Lease, we will refund the security deposit to you, net of any arrears or payments due.

19. EVENTS OF DEFAULT. Any one or more of the following events shall be an event of default: (i) you fail to pay Total Rent or any amounts owed to us under this Lease within five days of the date that the payment is due; (ii) you fail to do or fulfill any agreement that you have agreed to perform or do under this Lease; (iii) if any of your representations or warranties made to us is incorrect or untrue at any time in any material respect; (iv) you commit an act of bankruptcy or you become insolvent or bankrupt or make an assignment for the benefit of your creditors or you consent to the appointment of a trustee or receiver, or a trustee or receiver is appointed for you or for a substantial part of your property with or without your consent; (v) any one commences bankruptcy, reorganization or insolvency proceedings against you; (vi) the Equipment becomes subject to any writ, judgment, execution, attachment or process; (vii) you move the Equipment from the location listed in this Lease without our express written consent or (viii) you lose control or possession of the Equipment to any third party.

20. REMEDIES FOR DEFAULT. On the occurrence of any of these events, we may in our absolute discretion: (a) immediately and without notice to you or resort to legal process, disable or repossess the Equipment as though you had failed to surrender such Equipment when required to do so without any liability to us for any reason; (b) as your agent and power of attorney, and without terminating this Lease, take possession of the Equipment and rent it to any other person on such terms and conditions as we may deem fit and thereafter to apply any amounts received to any amounts payable under this Lease. You authorize your landlord to provide us with access to the location at which the Equipment is located in order to remove the Equipment if you default; (c) make any software used on the Equipment inoperative; (d) terminate this Lease and provide written notice to you to pay to us no later than seven (7) days from the date of the notice: (i) any Total Rent and other amounts due and unpaid; (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the total of all Total Rent payable to the end of the Term discounted by 2.5% percent per annum; (iii) the amount of any residual interest which we may have in the Equipment which was used in the calculation of the Total Rent and Term; (iv) as a late charge, interest at 26.82% per annum on any amount overdue and unpaid; (v) an additional amount of 15% percent of the total amount owed to us under this Lease to compensate us for the additional administrative and clerical work resulting from your default; (vi) all legal costs on a solicitor and his own client full indemnity basis that we incur as a result of your default; and (vii) any ultimate balance owing to us including all costs that we incur in enforcing or obtaining payment of any of the amounts owed. All our rights and remedies, either under this Lease or at law or in equity or otherwise afforded to us, are cumulative and not alternative.

21. PROVINCE OF QUÉBEC. If this Lease is entered into or performed in the province of Quebec, it shall be a leasing contract (credit-bail) as defined in article 1842 of the Civil Code of Quebec and interpreted in accordance with the provisions of articles 1842 to 1850 of the Civil Code of Quebec, and any clause of this Lease contrary to these articles must be considered as ineffective.

22. CROSS-COLLATERAL DEFAULT. A material default under this Lease will be a material default under any and all agreements between you and us. This section applies to each of you and the Co-Lessee(s), jointly and severally. We may elect not to enforce on our rights under any other agreement with you or the Co-Lessee(s) but if we do, we will not be deemed to have waived our rights under this section.

23. NOTICES AND STATEMENTS. Any notice must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by facsimile transmission to a party at the address indicated on the first page of this Lease (or such other address as such party specifies to the other party in writing) or, if sent by registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address. All documents sent by either party to the other whether by facsimile or other means of electronic transmission, will be considered original documents.

24. FINANCIAL STATEMENTS. You agree to furnish to us a copy of your annual financial statements, on no less than a review engagement basis, within 90 days of the end of each fiscal year.

25. COLLECTION CHARGES. When payment of Total Rent or other amount owing under this Lease is not paid when due, you agree to pay us interest at the rate of 26.82% per annum, and payable on demand. You also agree to pay to us a returned cheque charge of $50 plus applicable taxes payable on demand for each dishonored cheque or returned pre-authorized payment.

26. ADD-ON EQUIPMENT. We agree that you may rent additional Equipment ("Add-on Equipment") under this Lease, provided that we agree in writing to the specific terms and conditions of such rental. Any such agreement for such Add-on Equipment shall provide (a) reference to this Lease; (b) a description of the Add-on Equipment; (c) the Term of such rental; (d) the payment frequency or number of payments; and (e) the Total Rent payable for the Add-on Equipment or the new Total Rent.

27. LANGUAGE. This Lease and all other documents associated with the Lease and all communications between us will be in English. (Les parties aux presentes conviennent que ce document et tous les autres documents et communications soient rédigés en anglais.)

28. Charge on Land: As further security for your obligation to pay Total Rent and other charges owed to us under this Lease, you charge in our favor any land which you now own or may in future own during any time when any amount remains outstanding to us under this Lease, and you authorize us to register any caveat, lien or other encumbrance against such land in our favor in order that we may protect our interest in it.

29. NAME CHANGE, ETC. You will promptly notify us in writing of (a) any change in your name; (b) any transfer, authorized or unauthorized, of any interest in or benefit from the Equipment; (c) any change, authorized or unauthorized, in the location of any Equipment; and (d) any change in the location of your head office as identified on page one of this Lease.

30. MISCELLANEOUS. Time is of the essence of this Lease. No waiver by the Lessor of any default shall constitute a waiver of any other default on the part of the Lessee or a waiver of the rights of the Lessor, except for a specific exemption. The silence of the Lessor, its negligence or its delay in exercising any of its rights or remedies under this Lease must never be interpreted against it as a waiver of its rights and remedies. This Lease binds the parties and their heirs, liquidators of succession, administrators, successors and assignors and is carried out for their benefit. If there is more than one Lessee, each is jointly and severally liable for the performance of all obligations under this Lease, including, but not limited to, the payment of installments and any other payments due to the of the Agreement, from time to time, as well as the terms, covenants and conditions of the Agreement. This Lease is not binding on the Lessor until the latter has accepted it in writing signature of one of its duly authorized representatives. This Lease, including the attached Equipment schedule, constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter. The Lessee agrees to do all things and execute or obtain all documents as may be required by the Lessor in order to give effect to or better evidence of this Lease. The titles of the clauses of this Lease appear only as a reference and do not influence their interpretation. It is agreed by the parties that to the extent that the context of this Lease requires, the singular includes the plural and vice versa, and the masculine gender includes the feminine. If this Lease is concluded or performed in the province of Quebec, the laws of Quebec govern it, the parties recognize the jurisdiction of the courts of Quebec and expressly elect domicile in the judicial district of Montreal for all legal purposes and for the jurisdiction of the courts. If this Lease is entered into or performed in another Canadian province, it will be governed by the laws of Alberta, and the parties expressly elect domicile in Edmonton in the province of Alberta for all legal purposes and for the jurisdiction of the courts.

Initials: NS

OPTION TO PURCHASE

After the last payment of the lease, you have the option to purchase the equipment for **$200.00 plus Applicable Taxes** (provided you are not in default and the payments have been made) thereby terminating your obligations under the Lease. You must notify us of your intention to take the purchase option 30 days prior to the month in which the option is exercised. You are not under any obligation to purchase the Equipment at any time.

We agree that this price is our best present estimate of the expected fair market value of the Equipment on the option date. Transfer of title to the Equipment following exercise of the option shall be on "as is" "where is" basis without warranties or representations of any kind, either expressed or implied, as to the durability, suitability, quality or condition of the Equipment.
You can not assign this option.

SIGNATURES: The Undersigned Affirms That He/She is Duly Authorized To Execute This Lease

8438048 Canada Inc	Signature Navinder Sidhu	Signature	Signature

FLEX CAP INC.

EQUIPMENT SCHEDULE - SCHEDULE "A"

Notice: This is a Non-Cancelable, Binding Contract.
This schedule contains important Legal and Financial Terms and Conditions.
Please read **all pages** carefully. Feel free to ask questions before signing.

Lessor
Flex-Cap Inc.
CP 302 BP Rive-Nord
Boisbriand, QC J7E4J4
437-918-9222
info@flex-cap.ca

Customer #

Lease #

THIS SCHEDULE IS ATTACHED TO AND FORMS AN INTEGRAL PART OF THIS LEASE

Lessee	8438048 Canada Inc

Asset Description	Asset Value (plus app. Tax)
1 USED 2019 Volvo VVN highway tractor 4V4NC9EH6KN905949	$85,750.00

Asset Location (to be listed below ONLY if different than Address listed on Lease)

6 Darou Crescent Brampton ON L6R 0N7

SIGNATURES: The Undersigned Affirms That He/She is Duly Authorized To Execute This Lease **Date:** December 15, 2021

8438048 Canada Inc	Signature Parinda Shah	Signature	Signature

INSURANCE BROKER CONTACT INFORMATION AND AUTHORIZATION

I authorize the release of insurance confirmation or certificate to Flex-Cap Inc.. Signature Parinda Shah

Broker Name	Contact	Email	Phone

FLEX CAP INC.

ADDITIONAL LESSEE - SCHEDULE "L"

Notice: This is a Non-Cancelable, Binding Contract.
This schedule contains important Legal and Financial Terms and Conditions.
Please read **all pages** carefully. Feel free to ask questions before signing.

Lessor
Flex-Cap Inc.
CP 302 BP Rive-Nord
Boisbriand, QC J7E4J4
437-918-9222
Info@flex-cap.ca

Customer # Lease #

Lessee	8438048 Canada Inc
Additional Lessee	Narinder Singh Shoker

This Additional Lessee Schedule ("this Schedule") is entered into between Lessor ("we", "us" or "our") and the Lessee and Additional Lessee named below, with such Lessee and Additional Lessee being referred to in this Schedule or any other applicable schedules as "you" or "your") and forms part of the Lease Agreement for the Lease referenced above (the "Lease").

You acknowledge that for good and valuable consideration you have requested to be added to the Lease as a Lessee. You acknowledge that you have received a copy of and have read the entire Lease together with each addendum, schedule and rider attached to or made part of the Lease and accept all the terms and conditions thereof including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease. You acknowledge that you are aware of the financial condition of the other Lessee(s) and have agreed to be subject to the Lease as your own free act, without duress or coercion. You further acknowledge that you have consulted with legal counsel or had the opportunity to do so and that neither we nor anyone connected with us has made any statement or promise that may contradict in any way what is written in the Lease and this Schedule.

Terms:

1. Each of you agree that: (i) each reference to "you" or "your" in the Lease refers to each of you; (ii) each of you is liable under the Lease on a joint and several basis; (iii) each of you is obligated under the Lease as principal, and not as guarantor; (iv) any one of you may act for all of you under the Lease (including the giving of any consent by Lessee under the Lease) and any such actions by any one of you shall be binding on all of you; (v) we will be fully discharged in respect of any of our obligations under the Lease upon performance of that obligation in favour of any of you; (vi) each representation, warranty, covenant and undertaking made by Lessee under the Lease is made by each of you on a joint and several basis; (vii) the occurrence of an event of default by or with respect to Lessee or any one of you shall be deemed to be an event of default by all of you; and (viii) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions. Each of you waives any right to require us to proceed against any other party, proceed against or exhaust any security held by us from any other party, or pursue any other remedy in our power.

2. Without limiting the generality of section 1 of this Schedule, to secure the payment and performance of each of your obligations to us under the Lease and to secure all other obligations of every kind and nature that any of you may owe to us or to any of our affiliates now or in the future, each of you grant to us a continuing first priority security interest in the Equipment, in all proceeds of it.

3. You acknowledge that you have required this Schedule and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédige en Anglais.) This Schedule is governed by and construed under the laws of the Province of Alberta. Except as supplemented by this Schedule, the Lease remains in full force and effect and is enforceable in accordance with its terms.

CREDIT INVESTIGATION. We hereby authorizes you to conduct financial and credit investigations of us for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, us obtaining information from any credit reporting agency, creditor of you, or banking and other financial institution where you may have credit or depository facilities. We may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to us.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, we consent and authorize you and your agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of your credit, financial and personal information that we deem necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease.

Additional Lessee Name	Narinder Singh Shoker	**Additional Lessee Signature**	Narinder Shoker
Original Lessee Signature	Narinder Shoker	**Date**	December 15, 2021

This is **Exhibit "C"** referred to in the Affidavit of Gail Gilmour of the Town of Morin Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on this 18th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)
(LSO #)

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
LESSOR: - Flex-Cap Inc. CP 302 BP Rive-Nord, Boisbriand QC J7E 4J4	ROYAL BHATTI TRANSPORT INC 24 Mellowood Ave Brampton L6P 2P2

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

2019 Volvo VVN VIN# 4V4NC9EH6KN905949

Added on 06/05/2024
OPCF#5 Included

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ Claims Made OR ☐ Occurrence ☐ Products and/or completed operations ☐ Employer's Liability ☐ Cross Liability ☐ Waiver of Subrogation ☐ Tenants Legal Liability ☐ Pollution Liability Extension ☐ ☐				Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate - Each Occurrence Products and Completed Operations Aggregate ☐ Personal Injury Liability ☐ Personal and Advertising Injury Liability Medical Payments Tenants Legal Liability Pollution Liability Extension		
☐ Non-Owned Automobiles				Non-Owned Automobile		
☐ Hired Automobiles				Hired Automobiles		
AUTOMOBILE LIABILITY ☒ Described Automobiles ☐ All Owned Automobiles ☐ Leased Automobiles ** ** All Automobiles leased in excess of 30 days where the insured is required to provide Insurance	Fenchurch General Insurance Company FMSAL2361 - 1	2024 / 5 / 06	2024 / 11 / 1	Bodily Injury and Property Damage Combined Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	2,500	2,000,000
EXCESS LIABILITY ☐ Umbrella Form ☐				Each Occurrence Aggregate		
OTHER LIABILITY (SPECIFY) ☒ All Perils ☐ ☐ ☐	Fenchurch General Insurance Company FMSPD00271	2024 / 5 / 06	2024 / 11 / 1		10,000	

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial general Liability - but only with respect to the operations of the Named Insured)
Able Insurance Brokers Ltd. 400-2560 Matheson Blvd East Mississauga, ON L4W 4Y9 BROKER CLIENT ID: RBT901	

8. CERTIFICATE AUTHORIZATION

Issuer	Able Insurance Brokers Ltd.	Contact Number(s)	
Authorized Representative		Type Phone	No (905) 629-2253
Signature of Authorized Representative	X	Type Fax	No (905) 629-2200
		Date 2024 | 5 | 6	EMail Address

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This is **Exhibit "D"** referred to in the Affidavit of Gail Gilmour of the Town of Morin Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on this 18 th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)
(LSO #)

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

FC | FLEX CAP INC.

May 2, 2024

EMAIL: shoker@amgfleets.ca

8438048 Canada Inc dba AMG Global AND Narinder Shoker

425 Gibraltar Dr
Mississauga ON L5T 2S9

Re: Final demand of Lease Agreement Contract # 302198
Equipment Description: 2019 VOLVO VVN VIN: 4V4NC9EH6KN905949

To Whom It May Concern,

We refer to the above Lease between the Lessee and Flex-Cap Inc. This is to provide written notification that you are in default of your obligations and the account is currently in arrears of $ 5,485.10

We are hereby making formal demand in accordance with the provisions of the Lease, all monies owing there under, totalling **$41,851.73** by direct deposit or certified funds on the outstanding Lease.

In addition to this amount, you shall also be liable for accrued interest on all amounts demanded hereunder in accordance with the Lease, together with all other costs and out of pocket expenses of Flex-Cap Inc incurred in this matter prior to and following the date of this demand.

In the event that full payment **via certified funds** is not received within 5 days, we will institute take the necessary steps to protect our interests, including but not limited to assigning the file to our Bailiffs.

Without limitation: If prior to the expiry of the five (5) days period, circumstances require that we take steps to protect our Equipment, we reserve our right to do so without further notice.

Trusting you understand the severity of this matter and that you will govern yourself accordingly.

Flex-Cap Inc

Gail Gilmour

CP 302 BP Rive-Nord
Broisbriand, QC
J7E 4J4
1-437-918-9222

This is **Exhibit "E"** referred to in the Affidavit of Gail Gilmour of the Town of Morin Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on this 18th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)
(LSO #)

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

Court File No. CV-24-00000295-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FLEX-CAP INC.

Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL, NARINDER SINGH SHOKER and ROYAL BHATTI TRANSPORT INC. a.k.a AMG THE GROUP OF COMPANIES

Respondents

APPLICATION RECORD

(Returnable August 20, 2024)

ANDRIESSEN & ASSOCIATES
Business Lawyers
703 Evans Avenue, Suite 101
Toronto, ON M9C 5E9

Inga B. Andriessen
LSO Reg. No.: 34537P
Tel: (416) 620-7020 ext. 22
iandriessen@andriessen.ca

Ariel Dorfman
LSO Reg. No.: 86897G
Tel: (416) 620-7020 ext. 28
adorfman@andriessen.ca

Lawyers for the Applicant

TO: **8438048 CANADA INC.**
a.k.a GFS LOGISTICS a.k.a AMG GLOBAL
6 Darou Crescent,
Brampton, Ontario, L6R 0N7
Tel: 647-962-2939
shoker@amgfleets.ca

Respondent

AND TO: **NARINDER SINGH SHOKER**
6 Darou Crescent,
Brampton, Ontario, L6R 0N7
Tel: 647-962-2939
shoker@amgfleets.ca

Respondent

AND TO: **ROYAL BHATTI TRANSPORT INC.**
a.k.a AMG THE GROUP OF COMPANIES
24 Mellowood Avenue,
Brampton, Ontario, L6P 2P2

Respondent

Court File No. CV-24-00000295-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FLEX-CAP INC.

Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL, NARINDER SINGH SHOKER and ROYAL BHATTI TRANSPORT INC. a.k.a AMG THE GROUP OF COMPANIES

Respondents

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Exhibit "E": Demand Letter for Arrears, dated May 2, 2024	E

Court File No. CV-24-00000295-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FLEX-CAP INC.

Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL, NARINDER SINGH SHOKER and ROYAL BHATTI TRANSPORT INC. a.k.a AMG THE GROUP OF COMPANIES

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☒ In person
- ☐ By telephone conference
- ☐ By video conference

at the following location

The Guelph Courthouse located at 74 Woolwich Street, Guelph, Ontario, N1H 3T9, on Tuesday the 20th day of August 2024 at 10:00 a.m. or as soon after that time as the Application can be heard.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

DATE: July 31, 2024

Issued by David M Leaman
Digitally signed by David M Leaman
Date: 2024.07.31 15:51:42 -04'00'
Local registrar

Address of court office:
74 Woolwich Street,
Guelph, Ontario, N1H 3T9

TO: **8438048 CANADA INC.**
a.k.a GFS LOGISTICS a.k.a AMG GLOBAL
6 Darou Crescent,
Brampton, Ontario, L6R 0N7
Tel: 647-962-2939
shoker@amgfleets.ca

Respondent

AND TO: **NARINDER SINGH SHOKER**
6 Darou Crescent,
Brampton, Ontario, L6R 0N7
Tel: 647-962-2939
shoker@amgfleets.ca

Respondent

AND TO: **ROYAL BHATTI TRANSPORT INC.**
a.k.a AMG THE GROUP OF COMPANIES
24 Mellowood Avenue,
Brampton, Ontario, L6P 2P2

Respondent

APPLICATION
THE APPLICANT MAKES APPLICATION FOR:

(a) An Order abridging the time for service of this Notice of Application and validating service of this Notice of Application, if required;

(b) An Order that the Respondents deliver to the Applicant possession of a 2019 Volvo VVN Highway Tractor, Vehicle Identification Number 4V4NC9EH6KN905949 (the "Tractor");

(c) An Order that the Respondents pay to the Applicant its costs of this Application on a full indemnity basis; and

(d) An Order for such further and other relief as to this Honourable Court may appear just.

THE GROUNDS FOR THE APPLICATION ARE:

(a) Pursuant to Rules 3.02, 14.05(g) and (h), 16.08 and 38 of the *Rules of Civil Procedure*;

(b) The Respondents, 8438048 Canada Inc. a.k.a GFS Logistics a.k.a AMG Global and Narinder Singh Shoker (the "Lessee Respondents") are in default of their Lease obligations by failing to make payments as they became due in accordance with paragraph 19 of the Lease Agreement between the Applicant and the Lessee Respondents (the "Lease Agreement");

(c) The Respondent, Royal Bhatti Transport Inc. a.k.a. AMG The Group of Companies, is the corporation operating and insuring the Tractor with the permission of the Lessee Respondents;

(d) The Applicant is the owner of the Equipment pursuant to paragraph 7 of the Lease Agreement;

(e) The Applicant is entitled to repossess the Tractor pursuant to paragraph 20 of the Lease Agreement because the Lessee Respondents are in default of the Lease Agreement;

(f) The Applicant has made numerous requests of the Respondents to return the Tractor to it, however, to the date of issuing this Notice of Application, they have failed to do so;

(g) The Lessee Respondents have agreed to pay the legal fees of the Applicant on full indemnity basis in accordance with paragraph 20(vi) of the Lease Agreement; and

(h) Such further grounds as counsel may advise and this Honourable Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) The Affidavit of Gail Gilmour;

(b) Pleading and proceedings herein; and

(c) Such further materials as counsel may advise and this Honourable Court permit.

July 31, 2024

ANDRIESSEN & ASSOCIATES
Business Lawyers
703 Evans Avenue, Suite 101
Toronto, ON M9C 5E9

Inga B. Andriessen
LSO Reg. No.: 34537P
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iandriessen@andriessen.ca

Ariel Dorfman
LSO Reg. No.: 86897G
Tel: (416) 620-7020 ext. 28
adorfman@andriessen.ca

Lawyers for the Applicant

FLEX-CAP INC. **- and -** 8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL et al.
Applicant **Respondents**

Court File No.: CV-24-00000295-0000

***ONTARIO* SUPERIOR COURT OF JUSTICE**
Proceedings commenced at:

GUELPH

NOTICE OF APPLICATION

ANDRIESSEN & ASSOCIATES
Business Lawyers
101 - 703 Evans Avenue
Toronto, ON M9C 5E9

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LSO Reg No.: 34537P
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adorfman@andriessen.ca

Lawyers for the Applicant

Court File No. CV-24-00000295-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FLEX-CAP INC.

Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL, NARINDER SINGH SHOKER and ROYAL BHATTI TRANSPORT INC. a.k.a AMG THE GROUP OF COMPANIES

Respondents

AFFIDAVIT OF GAIL GILMOUR

I, **Gail Gilmour,** of the City of Mississauga in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Director of the Applicant and as such have knowledge of the facts and matters to which I hereinafter depose.

The Lease Agreement

2. On or about December 15, 2021, the Respondents, 8438048 Canada Inc. a.k.a GFS Logistics a.k.a AMG Global and Narinder Singh Shoker (the "Lessee Respondents") entered into a Lease Agreement (the "Lease Agreement") with the Applicant for the lease of a 2019 Volvo VVN Highway Tractor, Vehicle Identification Number 4V4NC9EH6KN905949 (the "Tractor"). Attached hereto as Exhibit "A" is a true copy of Lease Agreement, dated December 15, 2021.

3. The Lease Agreement provides for the Lessee Respondents to make one payment in the amount of $8,600.00, exclusive of taxes, and 41 monthly payments in the amount of $2,460.22, exclusive of taxes.

4. In accordance with paragraph 7 of the Lease Agreement, the Applicant is the owner of the Tractor.

5. On or about December 13, 2021, the Applicant filed a PPSA Financing Statement against the Lessee Respondents in the Province of Ontario in respect of the Tractor. Attached hereto as Exhibit "B" is a true copy of the Ontario PPSA Registration Summary, dated December 13, 2021.

Insurance Coverage of the Tractor

6. The Respondent, Royal Bhatti Transport Inc. a.k.a. AMG The Group of Companies, is the corporation that was insuring and operating the Tractor with permission of the Lessee Respondents. Attached hereto as Exhibit "C" is a true copy of the Certificate of Liability Insurance, dated May 6, 2024.

Default on the Lease

7. On or about June 19, 2023, the Lessee Respondents defaulted on the Lease Agreement by failing to make payments as they became due. Attached hereto as Exhibit "D" is a true copy of the Account Receivable Report of the Respondents with the Applicant, dated July 29, 2024.

Requests for Return of Equipment

8. On or about May 2, 2024, the Applicant sent a demand letter to the Lessee Respondents advising them that they were in arrears under the Lease Agreement due to non-payment and failing remedy of the default, it would take steps to

protect its interest in the Tractor. Attached hereto as Exhibit "E" is a true copy of the Demand Letter for Arrears, dated May 2, 2024.

9. To the date of swearing this Affidavit, neither the Respondents nor anyone on their behalf have returned the Equipment to the Applicant, nor paid the arrears owing on the Lease Agreement.

10. This Affidavit is sworn in support of an Application and for no other purpose.

Sworn remotely by Gail Gilmour stated as being located at the Town of Morin-Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario on the 12th day of August, 2024 in accordance with O. Reg 431/20Administering Oath or Declaration Remotely

Gail Gilmour

Commissioner for Taking Affidavits, etc.
Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2024.

FLEX CAP INC.

EQUIPMENT LEASE

Notice: This is a Non-Cancelable, Binding Contract.
It contains important Legal and Financial Terms and Conditions.
Please read all pages carefully. Feel free to ask questions before signing.

Lessor
Flex-Cap Inc.
CP 302 8P Rive-Nord
Bolsbriand, QC J7E4J4
437-918-9222
info@flex-cap.ca

Customer # Lease #

Lessee	8438048 Canada Inc				
Street Address	6 Darou Crescent	City	Brampton	Province/PC	ON L6R 0N7
Contact Name	Narinder	Phone Number		(647) 962-2939	
Email	shoker@amgfleets.ca	Province of Location		ON	

Contract Details

Term Mos	42	Number of Pmts	42	Pmt Frequency	MONTHLY	Pmt Method	PAP

SEE ATTACHED EQUIPMENT SCHEDULE AS AN INTEGRAL PART OF THIS LEASE

Payment Details

No of Pmts	Amount	GST/HST	PST/QST	Total Rent Including Taxes
1	$8,600.00	$1,118.00	$0.00	$9,718.00
41	$2,460.22	$319.83	$0.00	$2,780.05
Statement of Payments Due	Amount	GST/HST	PST/QST	Totals
Security Deposit	$	-	-	$
Document Fees	$350.00	$45.50	$0.00	$395.50
First Payment	$8,600.00	$1,118.00	$0.00	$9,718.00
***Per Diems Note:** Per diems may be charged for the period between delivery date and/or funding date (whichever is first) to the Start Date of the lease.			**Total Payment Due**	**$10,113.50**

Pre Authorized Debit Agreement

Flex-Cap Inc. is authorized to draw payments under its Pre Authorized Payment Plan, from the bank account as specified on the attached sample void cheque, to cover the "Total Rent" or other amounts due under the terms of this Lease, including the Total of the Statement of Payments Due on Signing above, for the above mentioned Lease for the noted Lessee. This is a business transaction. We acknowledge that Pre Authorized Debits are a REQUIREMENT of the Lease with Flex-Cap Inc. Cancellation of this authorization without replacing with an alternative pre authorization is an event of default under the Lease between Flex-Cap Inc. and us. We may revoke this authorization at any time, subject to providing 30 days written notice to you. To obtain a sample cancellation form, or for more information on our right to cancel a pre-authorized debt agreement, we may contact our financial institution or visit www.cdnpay.ca. We have certain recourse rights if any debit does not comply with this Lease. For example, we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debt agreement. To obtain more information on our recourse rights, we may contact our financial institution or visit www.cdnpay.ca. If we transfer the account to another branch or if we close the account and open an account at another bank this authorization shall have the same force and effect as if it had been originally directed to that branch or bank, as the case may be. Initials NS

Guarantee (except Alberta)

The undersigned (hereinafter the "Guarantor" hereby irrevocably, unconditionally and solidarily (jointly and severally) guarantees to Lessor the payment of all Lease Payments and all other obligations arising hereunder (the "obligations"). The Guarantor further agrees that if the Lessee defaults on any of its obligations to perform under this Lease, the Guarantor will meet all obligations of the Lessee hereunder. This is an absolute, unconditional, irrevocable and continuing guarantee and will remain in full force and effect until all of the obligations have been indefeasibly paid in full, and Lessor has terminated this Guarantee. This Guarantee will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor or any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of lessor to take any steps to perfect or maintain its lien or security interest in or any to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof for any security or other guarantee thereof. This Guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute their Guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Lessee. The Guarantor also hereby waives the benefit of discussion and division.

Guarantor 1 Signature NS Narinder Shoker Guarantor 2 Signature _____ Guarantor 3 Signature _____

Guarantor 1 Name: Narinder Singh Shoker **Guarantor 2 Name:** **Guarantor 3 Name:**

Delivery Receipt

You acknowledge delivery and/or installation of the Equipment, or if not delivered and installed, please check this box ☑ confirming you understand further documentation may be required for payment to be released to the vendor in advance of delivery/install.
Lessee and Co-Lessee(s) or Guarantors acknowledge having read the entire multi-page Lease and Accept the Terms and Conditions attached.
Lessee and Co-Lessee(s) or Guarantors accept that where they have signed this contract under their own names, they have signed in their personal capacity.

A fax copy of this proposal and any schedules or amendments to and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Initials NS

SIGNATURES

8438048 Canada Inc	Signature Narinder Shoker	Signature	Signature
Executed and Accepted As Lessor	T. Archdekin	Assignment Authorization (If Applicable)	

This is Exhibit "A" referred to in the Affidavit of Gail Gilmour, sworn before me this 12th day of August, 2024

Leah Ann Dickie, a Commissioner, etc., Province of Ontario, for Andriessen & Associates, Professional Corporation, Barristers and Solicitors. Expires November 28, 2024.

A Commissioner for taking Affidavits

1. LEASE. Lessor ("we" and "us") agrees to rent to the party identified as lessee on the first page of this contract ("you"), and you agree to rent from us, the equipment ("Equipment") listed and described in this contract ("Lease"). This Lease becomes binding when we accept it in writing as shown by a signature of our duly authorized representative. Upon receipt and acceptance of the Equipment, you will provide us a duly signed delivery and acceptance certificate, in the form as prescribed by Lessor.

2. NON-CANCELABLE CONTRACT. You cannot cancel this Lease during the Term for any reason, including Equipment failure, loss or damage. If you cancel this Lease after you sign the Lease but before we advance all the funds, you will pay to us a cancellation fee of the greater of a) $500.00, or, b) 10% of the total Equipment cost plus any funds advanced to any vendor to purchase the Equipment on your direction. You will also pay this cancellation fee if we cancel the Lease due to a) your initial payment being dishonored or b) any misrepresentation by you or any Co-Lessee of information that if disclosed to us would have led us not to have approved the Lease.

3. SIGNATURES BINDING: By signing this Lease, you agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. Any Co-Lessee that signs this Lease is bound in the same way as you. Each of you and the Co-Lessee acknowledges that you have had the opportunity to ask for any explanations, and that you have had ample time to consult legal and other advisors prior to signing this Lease.

4. TERM. The Term of this Lease will start on the Commencement Date established by us when we accept the Lease but shall be no earlier than the date the Equipment is delivered to you and will end on the earlier of the Termination Date or on the date we terminate this Lease.

5. RENTAL. You promise to pay to us the number of payments of Total Rent shown on the first page of this Lease beginning on the Commencement Date. All payments of Total Rent are payable in advance for each month during the Term. If the Commencement Date is not the first day of the month, you agree to pay to us a pro rata payment for the period between the Commencement Date and the first of the next subsequent month. You will pay Total Rent payments and other amounts due under this Lease without set-off, abatement or compensation.

6. SECURITY INTERESTS. To secure your performance of your obligations under this Lease, you grant us a continuing security interest in the Equipment, in all proceeds of it (including proceeds of insurance) and in any rental payments receivable on any sublease we may permit. You agree that we have all the rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest (as the terms "security interest" and "purchase money security interest" are used in the Personal Property Security Act (Alberta), and will be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction). The Lessee acknowledges that the Lessor may publish a financing statement for the Equipment under the applicable Personal Property Security Act or the Civil Code of Quebec or in any other register of any other territory or province in order to make its rights enforceable against third parties. The Lessee waives, to the extent permitted by law, its right to receive a copy of any financing statement or financing modification statement recorded by the Lessor and any other related verification statement.

7. TITLE TO EQUIPMENT. The Lessor remains at all times the sole and unique owner of the Equipment. The Lessee agrees to indemnify and release the Lessor from all liability against one-off or occasional costs and costs incurred by the latter in order to assert its rights or title to the Equipment and, if it is seized or requested by a third party, the Lessee undertakes to immediately notify the Lessor by certified mail with acknowledgment of receipt. The Lessee agrees not to dispose of the Equipment under the terms of this Lease until its expiry and during any extension, if applicable, subject to the Lessor's right to terminate the Lease at any time in accordance with the terms hereof. The Lessor may require the placement or installation of plates, marks, labels or stickers on the Equipment to identify it as the owner of the Equipment. Due to the property right established in this clause as well as the territorial limits for the use of the Equipment by the Lessee indicated in clause 9, the Lessee may not export the Leased Equipment unless receiving the prior written authorization of the Lessor. In addition, if they intend to export the Equipment, they must follow the procedures required by the Export and Import Permits Act (RSC [1985], c. E-19) and by any other law or export regulations promulgated and enforced by the government of any country having authority over the parties or transactions contemplated.

8. NO RIGHT TO ASSIGN OR TRANSFER. The Lessee consents to the assignment of Lessor's interest in this Lease and the Equipment to a third party and the disclosure of personal information provided by Lessee (if any) to the assignee and the assignee's collection and use thereof, without Lessor giving Lessee further notice. Any assignee of Lessor's interest will be entitled to enforce all of Lessor's rights under this Lease but shall have no liability to perform any obligations under this Lease. Lessee shall not assign or transfer any of its rights in or under this Lease. You will pay any assignee all amounts due under this Lease without set-off, abatement or compensation. Lessee shall not sublease, assign or transfer any of its rights in or under this lease. The Lessor will provide you with at least 10 days prior written notice of any assignment of the pre-authorized debit agreement set out on the first page of this Lease, which notice will identify the assignee and the assignee's contact information.

9. LOCATION AND USE. You may not move the Equipment from the location set forth on the first page of this Lease or alter the Equipment in any manner without our prior written consent. The Equipment shall remain personal or moveable property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You will use the Equipment only for business purposes and not for personal or household purposes.

10. REPRESENTATIONS AND WARRANTIES. You have personally selected the Equipment and we have purchased the Equipment at your specific request to rent it to you. You acknowledge that you are solely responsible for the suitability of the Equipment. You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation, as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation or possession, or by any interruption of service or loss of use, or any loss of business or damage whatsoever or howsoever caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term. You represent, warrant and covenant through the Term that: (a) if you are a body corporate, you are validly incorporated, organized and existing and will continue to be in good standing; (b) you have all necessary power and authority to execute, deliver and perform this Lease, each such action (i) does not conflict with any applicable law or any indenture, instrument, agreement or undertaking to which you are a party or by which you or any of your assets are or may become bound, and (ii) does not result in the creation of any encumbrance on the Equipment, (c) this Lease is and will continue to be your legal, valid and binding obligation enforceable against you in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any Court, administrative agency or other tribunal that could have a materially adverse effect on you; (e) all financial statements and other related information you furnish us are prepared in accordance with generally accepted accounting principles and fairly present your financial position on their respective dates; (f) to evidence the foregoing, you will provide legal opinions, resolutions and such other documents as we may reasonably request.

11. RETURN OF EQUIPMENT UPON TERMINATION. At the end of the Term, you will, within 10 days, return at your own expense the Equipment to us at our nearest office or other place we may specify. When you return the Equipment to us, the Equipment must be in good repair, condition and working order and you will pay to us all costs to restore the Equipment to its condition on the date this Lease commenced, normal wear and tear excepted. If you fail to return the Equipment, we shall have the right to enter upon the location of the Equipment and take possession of it and remove it at your expense, with or without legal process and without liability to us. You waive any claims for damages which you may otherwise have by reason of our entry, taking or removal of the Equipment, including claims for trespass. If the Equipment when recovered by us is not in good condition and repair, we may at your expense payable on demand as additional Total Rent, make all repairs and replacements necessary to place such Equipment in as good condition as it was at the Commencement Date, reasonable wear and tear excepted. If you fail to return the Equipment to us upon the expiration of the Term as required by this Lease, you shall be deemed to be "overholding" and you shall continue to be required to pay Total Rent as set forth on page one of this Lease until the Equipment is returned to us or otherwise disposed of in accordance with our instructions.

12. JOINT AND SEVERAL LIABILITY. The Co-Lessee and any Guarantor acknowledges that it has received the sum of $10.00 from us and other sufficient consideration for the performance of its obligations under this Lease by our agreement to lease the Equipment to you. You and the Co-Lessee(s) and any Guarantor(s), jointly and severally, (solidarily for purposes of the Province of Quebec), covenant and agree, as principal obligors and as sureties, the full and prompt performance of all of your present and future obligations under this Lease, including any schedules, addenda or attachments which may be made to it from time to time. We may apply any and all payments made in respect of these obligations from time to time as we see fit. We shall not be required to enforce or exhaust any particular remedy as against either of you or the Co-Lessee(s) or any Guarantors, but may choose to enforce against either one or more of you and may select any one or more remedies, all of which shall be cumulative, and not exclusive, and in no order of requirement.

13. LAWS AND TAXES. You will pay all taxes and file returns in respect of taxes immediately upon such taxes or returns becoming due. "Taxes" includes all taxes, provincial sales tax, Goods and Services Tax, Harmonized Sales Tax, imposts, levies, fees, duties and charges now or imposed after the date of this Lease by any federal, provincial, municipal or other taxation authority on you, the Equipment or the purchase, sale, ownership, delivery, possession, use, maintenance, operation or rental of the Equipment or on us in respect of any of the foregoing (including sales, excise, use, property, business, transfer, goods and services and value added taxes and including penalties or interest based on late payment of taxes), but excluding taxes on or measured by our overall net income. We will be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or this Lease and you will not make any such claim in respect any such benefits. If you fail to pay any fees, taxes or other lawful charges as contemplated by this section, we may do so on your behalf and such payments shall at our option be payable immediately on our demand. Any provision of the Lease which cannot be executed in any given jurisdiction can be considered as without effect in the jurisdiction as long as it is prohibited and non fulfilled, without invalidating the other provisions of the Lease. Insofar as the law permits it, the Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan. The Distress Act of Manitoba, or any similar legislations of another province or territory and any relevant legislation pertaining to the sale of the Equipment in any jurisdiction, where applicable. If the Lessee is an individual, you acknowledge that the Equipment is not a consumer good within the meaning of the applicable Personal Property Security Act, or similar laws of any other province including the Consumer Protection Act of the Province of Quebec.

14. INSURANCE. You will, at your own expense, place and maintain with insurers acceptable to us: (a) comprehensive all risk insurance on the Equipment for its full replacement value, such insurance to include as additional insured, a loss payable clause in our favour as first loss payee and a waiver of subrogation in our favour; and (b) general public liability and property damage insurance with limits of liability equal to at least $2,000,000 per occurrence (or such greater amount as we may require from time to time). If damage amounting to actual or constructive total loss of the Equipment occurs, we will be entitled to retain from all insurance proceeds an amount equal to the total amount payable to us by you under this Lease as liquidated damages. You agree to give us prompt notice of any damage or loss of the Equipment or any part of it. You will at your own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If you fail to provide proof of insurance as required by this Lease, we reserve the right to charge you an additional 3% of the Total Rent during the period throughout the time that the insurance coverage required is not in place and evidence of insurance coverage is not provided to us. This additional charge is not to be construed as replacement of your insurance or fulfillment of your insurance obligations but is an administrative charge to reflect the additional cost to us to protect our interests in light of your default to do so. If you fail to fulfill your insurance obligations under this Lease, then, without prejudice to our other rights and remedies, we have the right, but not the obligation, to procure insurance covering our interest (but not your interest) in the Equipment, in such form and amount and with such insurers as we will determine from time to time on the basis set out in Schedule C to this Lease, all at your expense. Such expense will include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance plus interest accruing on such expense at the rate of 26.82% per annum (or 2% per month compounded monthly) until you reimburse us for such expense. You will pay us the insurance expense in equal installments at the same time and in the same manner as the remaining Total Rent payments. You will cooperate with our insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing in this Lease will be deemed to obligate us to act as an insurer under this Lease or to arrange any insurance for your benefit. Nothing in this Lease will require us to secure, maintain, enforce or renew any insurance, in any amounts or upon any specific terms and conditions. We reserve the right to terminate any insurance coverage we may arrange, or allow same to lapse, without incurring any liability to you.

15. CORRECTION OF ERRORS. Clerical errors will not affect the validity of this Agreement and Lessor may correct any or all clerical errors with or without Notice of the correction to the Lessee.

Initials: 

16. MAINTANENCE, REPAIR AND REPLACEMENT. You will, at your own expense, be responsible for: (a) the delivery, installation, de-installation and re-delivery of the Equipment and (b) the maintenance, upkeep, care, servicing and repair, including necessary replacements of parts of the Equipment, in both cases by a party acceptable to us. You will at your own expense keep the Equipment in good repair, condition and working order. You will not without our prior written consent make any alterations, additions or improvements to the Equipment. All such alterations, additions or improvements will be at your expense and will belong to us immediately upon being made. On our request, you will enter into a maintenance agreement respecting the Equipment with its manufacturer, dealer, or other maintenance supplier acceptable to us. We shall have access to the Equipment at all reasonable times to inspect it to ensure that you are complying with the provisions of this section.

17. INDEMNIFICATION OF US BY YOU. You agree to indemnify us and save us harmless from and against all loss, costs, liabilities, claims, legal proceedings and expenses (including legal fees and costs on a solicitor and client full indemnity basis) whatsoever arising in connection with this Lease, any license, the Equipment, the manufacturer, selection, purchase, ownership, delivery, possession, use, maintenance, operation, loss or return of the Equipment, Taxes, the recovery of claims under any insurance policy relating to the Equipment, any use or operation of the Equipment which infringes any patent or other industrial or intellectual property right of any person, your default, our exercise of any rights or remedies under this Lease or any entry or taking of possession, removing or disabling of our Equipment under this Lease. This section shall be effective and in full force and effect from the date of execution of this Lease even though the Commencement Date may not have occurred. The indemnities contained in this section shall continue in full force and effect even after the expiration or termination of this Lease. You shall pay all amounts to us under this section on our demand.

18. SECURITY DEPOSIT. If we require it, you will make an advance payment to us as a security deposit at the same time you make the first payment of Total Rent. This deposit may be applied toward the payment of Total Rent or the performance of any of your obligations under this Lease. We may apply the security deposit as we wish, at any time, to any amounts due under this Lease if not paid by you when due, or we may apply the security deposit to any non-sufficient funds charges, late interest charges, collection charges, or other similar charges incurred by you during the term of this Lease. No interest is payable on the security deposit. At the termination date of this Lease, we will refund the security deposit to you, net of any arrears or payments due.

19. EVENTS OF DEFAULT. Any one or more of the following events shall be an event of default: (i) you fail to pay Total Rent or any amounts owed to us under this Lease within five days of the date that the payment is due; (ii) you fail to do or fulfill any agreement that you have agreed to perform or do under this Lease; (iii) if any of your representations or warranties made to us is incorrect or untrue at any time in any material respect; (iv) you commit an act of bankruptcy or you become insolvent or bankrupt or make an assignment for the benefit of your creditors or you consent to the appointment of a trustee or receiver, or a trustee or receiver is appointed for you or for a substantial part of your property with or without your consent; (v) any one commences bankruptcy, reorganization or insolvency proceedings against you; (vi) the Equipment becomes subject to any writ, judgment, execution, attachment or process; (vii) you move the Equipment from the location listed in this Lease without our express written consent or (viii) you lose control or possession of the Equipment to any third party.

20. REMEDIES FOR DEFAULT. On the occurrence of any of these events, we may in our absolute discretion: (a) immediately and without notice to you or resort to legal process, disable or repossess the Equipment as though you had failed to surrender such Equipment when required to do so without any liability to us for any reason; (b) as your agent and power of attorney, and without terminating this Lease, take possession of the Equipment and rent it to any other person on such terms and conditions as we may deem fit and thereafter to apply any amounts received to any amounts payable under this Lease. You authorize your landlord to provide us with access to the location at which the Equipment is located in order to remove the Equipment if you default; (c) make any software used on the Equipment inoperative; (d) terminate this Lease and provide written notice to you to pay to us no later than seven (7) days from the date of the notice: (i) any Total Rent and other amounts due and unpaid; (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the total of all Total Rent payable to the end of the Term discounted by 2.5% percent per annum; (iii) the amount of any residual interest which we may have in the Equipment which was used in the calculation of the Total Rent and Term; (iv) as a late charge, interest at 26.82% per annum on any amount overdue and unpaid; (v) an additional amount of 15% percent of the total amount owed to us under this Lease to compensate us for the additional administrative and clerical work resulting from your default; (vi) all legal costs on a solicitor and his own client full indemnity basis that we incur as a result of your default; and (vii) any ultimate balance owing to us including all costs that we incur in enforcing or obtaining payment of any of the amounts owed. All our rights and remedies, either under this Lease or at law or in equity or otherwise afforded to us, are cumulative and not alternative.

21. PROVINCE OF QUÉBEC. If this Lease is entered into or performed in the province of Quebec, it shall be a leasing contract (credit-bail) as defined in article 1842 of the Civil Code of Quebec and interpreted in accordance with the provisions of articles 1842 to 1850 of the Civil Code of Quebec, and any clause of this Lease contrary to these articles must be considered as ineffective.

22. CROSS-COLLATERAL DEFAULT. A material default under this Lease will be a material default under any and all agreements between you and us. This section applies to each of you and the Co-Lessee(s), jointly and severally. We may elect not to enforce on our rights under any other agreement with you or the Co-Lessee(s) but if we do, we will not be deemed to have waived our rights under this section.

23. NOTICES AND STATEMENTS. Any notice must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by facsimile transmission to a party at the address indicated on the first page of this Lease (or such other address as such party specifies to the other party in writing) or, if sent by registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address. All documents sent by either party to the other whether by facsimile or other means of electronic transmission, will be considered original documents.

24. FINANCIAL STATEMENTS. You agree to furnish to us a copy of your annual financial statements, on no less than a review engagement basis, within 90 days of the end of each fiscal year.

25. COLLECTION CHARGES. When payment of Total Rent or other amount owing under this Lease is not paid when due, you agree to pay us interest at the rate of 26.82% per annum, and payable on demand. You also agree to pay to us a returned cheque charge of $50 plus applicable taxes payable on demand for each dishonored cheque or returned pre-authorized payment.

26. ADD-ON EQUIPMENT. We agree that you may rent additional Equipment ("Add-on Equipment") under this Lease, provided that we agree in writing to the specific terms and conditions of such rental. Any such agreement for such Add-on Equipment shall provide (a) reference to this Lease; (b) a description of the Add-on Equipment; (c) the Term of such rental; (d) the payment frequency or number of payments; and (e) the Total Rent payable for the Add-on Equipment or the new Total Rent.

27. LANGUAGE. This Lease and all other documents associated with the Lease and all communications between us will be in English. [Les parties aux presentes conviennent que ce document et tous les autres documents et communications soient rédigés en anglais.]

28. Charge on Land: As further security for your obligation to pay Total Rent and other charges owed to us under this Lease, you charge in our favor any land which you now own or may in future own during any time when any amount remains outstanding to us under this Lease, and you authorize us to register any caveat, lien or other encumbrance against such land in our favor in order that we may protect our interest in it.

29. NAME CHANGE, ETC. You will promptly notify us in writing of (a) any change in your name; (b) any transfer, authorized or unauthorized, of any interest in or benefit from the Equipment; (c) any change, authorized or unauthorized, in the location of any Equipment; and (d) any change in the location of your head office as identified on page one of this Lease.

30. MISCELLANEOUS. Time is of the essence of this Lease. No waiver by the Lessor of any default shall constitute a waiver of any other default on the part of the Lessee or a waiver of the rights of the Lessor, except for a specific exemption. The silence of the Lessor, its negligence or its delay in exercising any of its rights or remedies under this Lease must never be interpreted against it as a waiver of its rights and remedies. This Lease binds the parties and their heirs, liquidators of succession, administrators, successors and assignors and is carried out for their benefit. If there is more than one Lessee, each is jointly and severally liable for the performance of all obligations under this Lease, including, but not limited to, the payment of installments and any other payments due to the of the Agreement, from time to time, as well as the terms, covenants and conditions of the Agreement. This Lease is not binding on the Lessor until the latter has accepted it in writing signature of one of its duly authorized representatives. This Lease, including the attached Equipment schedule, constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter. The Lessee agrees to do all things and execute or obtain all documents as may be required by the Lessor in order to give effect to or better evidence of this Lease. The titles of the clauses of this Lease appear only as a reference and do not influence their interpretation. It is agreed by the parties that to the extent that the context of this Lease requires, the singular includes the plural and vice versa, and the masculine gender includes the feminine. If this Lease is concluded or performed in the province of Quebec, the laws of Quebec govern it, the parties recognize the jurisdiction of the courts of Quebec and expressly elect domicile in the judicial district of Montreal for all legal purposes and for the jurisdiction of the courts. If this Lease is entered into or performed in another Canadian province, it will be governed by the laws of Alberta, and the parties expressly elect domicile in Edmonton in the province of Alberta for all legal purposes and for the jurisdiction of the courts.

Initials: NS

OPTION TO PURCHASE

After the last payment of the lease, you have the option to purchase the equipment for **$200.00 plus Applicable Taxes** (provided you are not in default and the payments have been made) thereby terminating your obligations under the Lease. You must notify us of your intention to take the purchase option 30 days prior to the month in which the option is exercised. You are not under any obligation to purchase the Equipment at any time.

We agree that this price is our best present estimate of the expected fair market value of the Equipment on the option date. Transfer of title to the Equipment following exercise of the option shall be on "as is" "where is" basis without warranties or representations of any kind, either expressed or implied, as to the durability, suitability, quality or condition of the Equipment.
You can not assign this option.

SIGNATURES: The Undersigned Affirms That He/She Is Duly Authorized To Execute This Lease

	Signature	Signature	Signature
8438048 Canada Inc	Narinder Sholl		

FLEX CAP INC.

EQUIPMENT SCHEDULE - SCHEDULE "A"

Notice: This is a Non-Cancelable, Binding Contract.
This schedule contains important Legal and Financial Terms and Conditions.
Please read **all pages** carefully. Feel free to ask questions before signing.

Lessor
Flex-Cap Inc.
CP 302 BP Rive-Nord
Boisbriand, QC J7E4J4
437-918-9222
info@flex-cap.ca

Customer # Lease #

THIS SCHEDULE IS ATTACHED TO AND FORMS AN INTEGRAL PART OF THIS LEASE

Lessee	8438048 Canada Inc

Asset Description	**Asset Value (plus app. Tax)**
1 USED 2019 Volvo VVN highway tractor 4V4NC9EH6KN905949	$85,750.00

Asset Location (to be listed below ONLY if different than Address listed on Lease)

6 Darou Crescent Brampton ON L6R 0N7

SIGNATURES: The Undersigned Affirms That He/She is Duly Authorized To Execute This Lease **Date:** December 15, 2021

8438048 Canada Inc	Signature Navinds Shah	Signature	Signature

INSURANCE BROKER CONTACT INFORMATION AND AUTHORIZATION

I authorize the release of insurance confirmation or certificate to Flex-Cap Inc.. Signature Navinds Shah

Broker Name	Contact	Email	Phone

FLEX CAP INC

ADDITIONAL LESSEE - SCHEDULE "L"

Notice: This is a Non-Cancelable, Binding Contract.
This schedule contains important Legal and Financial Terms and Conditions.
Please read all pages carefully. Feel free to ask questions before signing.

Lessor
Flex-Cap Inc.
CP 302 BP Rive-Nord
Boisbriand, QC J7E4J4
437-918-9222
info@flex-cap.ca

Customer # Lease #

Lessee	8438048 Canada Inc
Additional Lessee	Narinder Singh Shoker

This Additional Lessee Schedule ("this Schedule") is entered into between Lessor ("we", "us" or "our") and the Lessee and Additional Lessee named below, with such Lessee and Additional Lessee being referred to in this Schedule or any other applicable schedules as "you" or "your") and forms part of the Lease Agreement for the Lease referenced above (the "Lease").

You acknowledge that for good and valuable consideration you have requested to be added to the Lease as a Lessee. You acknowledge that you have received a copy of and have read the entire Lease together with each addendum, schedule and rider attached to or made part of the Lease and accept all the terms and conditions thereof including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease. You acknowledge that you are aware of the financial condition of the other Lessee(s) and have agreed to be subject to the Lease as your own free act, without duress or coercion. You further acknowledge that you have consulted with legal counsel or had the opportunity to do so and that neither we nor anyone connected with us has made any statement or promise that may contradict in any way what is written in the Lease and this Schedule.

Terms:

1. Each of you agree that: (i) each reference to "you" or "your" in the Lease refers to each of you; (ii) each of you is liable under the Lease on a joint and several basis; (iii) each of you is obligated under the Lease as principal, and not as guarantor; (iv) any one of you may act for all of you under the Lease (including the giving of any consent by Lessee under the Lease) and any such actions by any one of you shall be binding on all of you; (v) we will be fully discharged in respect of any of our obligations under the Lease upon performance of that obligation in favour of any of you; (vi) each representation, warranty, covenant and undertaking made by Lessee under the Lease is made by each of you on a joint and several basis; (vii) the occurrence of an event of default by or with respect to Lessee or any one of you shall be deemed to be an event of default by all of you; and (viii) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions. Each of you waives any right to require us to proceed against any other party, proceed against or exhaust any security held by us from any other party, or pursue any other remedy in our power.

2. Without limiting the generality of section 1 of this Schedule, to secure the payment and performance of each of your obligations to us under the Lease and to secure all other obligations of every kind and nature that any of you may owe to us or to any of our affiliates now or in the future, each of you grant to us a continuing first priority security interest in the Equipment, in all proceeds of it.

3. You acknowledge that you have required this Schedule and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédige en Anglais.) This Schedule is governed by and construed under the laws of the Province of Alberta. Except as supplemented by this Schedule, the Lease remains in full force and effect and is enforceable in accordance with its terms.

CREDIT INVESTIGATION. We hereby authorizes you to conduct financial and credit investigations of us for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, us obtaining information from any credit reporting agency, creditor of you, or banking and other financial institution where you may have credit or depository facilities. We may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to us.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, we consent and authorize you and your agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of your credit, financial and personal information that we deem necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease.

Additional Lessee Name	Narinder Singh Shoker	**Additional Lessee Signature**	Narinder Shoker
Original Lessee Signature	Narinder Shoker	**Date**	December 15, 2021

TERANET

42324663 - 44084619

REGISTRATION SUMMARY

NEW FINANCING STATEMENT (Ontario)

General Information

Contract Type: Lease

Submitted By: Debbie Rucker

Reference #1: 8438048 Canada Inc

Registration Information

Type: Security Agreement
Number: 20211213144615322027
Expiry Date: 2026-12-13

Term: 5 years
Date & Time (EST): 2021/12/13 02:47 PM
Caution Filing: No

File Reference #: 778989627

Secured Parties

Name	Address
Flex-Cap Inc	9 rue des Tournois, Blainville, Quebec, J7C 4Y2, Canada
Flex-Cap Inc	CP 302 BP Rive-Nord, Boisbriand, Quebec, J7E 4J4, Canada

Debtors

Corporation #	Type	Business/Last Name	First Name	Middle Name	DOB	Address	Language
	Individual	SHOKER	NARINDER	S	1981-04-24	1 BILLY COURT, Caledon East, Ontario, L7C3X4, Canada	English
	Business	8438048 CANADA INC				6 DAROU CRES, Brampton, Ontario, L6R0N7, Canada	English

Collateral Classification

Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Principal Amount Secured	Maturity Date
		✓		✓	✓		No Fixed Maturity Date

Serial Collateral Information

Serial Number	Year	Make	Model
4V4NC9EH6KN905949	2019	VOLVO	VNN

General Collateral Information

Description:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

The full debtor name is - NARINDER SINGH SHOKER

This is Exhibit **"B"** referred to in the

Affidavit of **Gail Gilmour,** sworn

before me this **12th** day of **August,** 2024

Additional Registry Information

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2024.

A Commissioner for taking Affidavits

Disclaimer

This Registration Summary is created by Teranet Inc. with data received from the provincial registry at the time of registration. The data contained in this report is believed to be valid and accurate however it is not intended to support legal action. An official certificate of registration (or similar document) may be obtained from the provincial registry upon the secured party's or the secured party's authorized registry agent's request. In the event of any discrepancy between this report and registry data the data provided by the registry will be considered correct.

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JS browser Date here. [2021-12-13 15:45]

CSIO CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
LESSOR: - Flex-Cap Inc. CP 302 BP Rive-Nord, Boisbriand QC J7E 4J4	ROYAL BHATTI TRANSPORT INC 24 Mellowood Ave Brampton L6P 2P2

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

2019 Volvo VVN VIN# 4V4NC9EH6KN905949

Added on 06/05/2024
OPCF#5 Included

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ Claims Made OR ☐ Occurrence ☐ Products and/or completed operations ☐ Employer's Liability ☐ Cross Liability ☐ Waiver of Subrogation ☐ Tenants Legal Liability ☐ Pollution Liability Extension ☐ ☐	This is Exhibit "C" referred to in the Affidavit of Gail Gilmour, sworn before me this 12th day of August, 2024 A Commissioner for taking Affidavits			Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate - Each Occurrence Products and Completed Operations Aggregate ☐ Personal Injury Liability ☐ Personal and Advertising Injury Liability Medical Payments Tenants Legal Liability Pollution Liability Extension		
☐ Non-Owned Automobiles				Non-Owned Automobile		
☐ Hired Automobiles				Hired Automobiles		
AUTOMOBILE LIABILITY ☒ Described Automobiles ☐ All Owned Automobiles ☐ Leased Automobiles ** ** All Automobiles leased in excess of 30 days where the insured is required to provide insurance	Fenchurch General Insurance Company FMSAL2361 - 1	2024 / 5 / 06	2024 / 11 / 1	Bodily Injury and Property Damage Combined Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	2,500	2,000,000
EXCESS LIABILITY ☐ Umbrella Form ☐	Leah Ann Dickie, a Commissioner, etc., Province of Ontario, for Andriessen & Associates, Professional Corporation, Barristers and Solicitors. Expires November 28, 2024.			Each Occurrence Aggregate		
OTHER LIABILITY (SPECIFY) ☒ All Perils ☐ ☐ ☐	Fenchurch General Insurance Company FMSPD00271	2024 / 5 / 06	2024 / 11 / 1		10,000	

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial general Liability - but only with respect to the operations of the Named Insured)
Able Insurance Brokers Ltd. 400-2560 Matheson Blvd East Mississauga, ON L4W 4Y9 BROKER CLIENT ID: RBT901	

8. CERTIFICATE AUTHORIZATION

Issuer	Able Insurance Brokers Ltd.	Contact Number(s)	
Authorized Representative		Type Phone No (905) 629-2253	Type Fax No (905) 629-2200
Signature of Authorized Representative	X	Date 2024 | 5 | 6	EMail Address

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This is Exhibit "D" referred to in the Affidavit of **Gail Gilmour**, sworn before me this **12th** day of **August**, 2024

A Commissioner for taking Affidavits

Leah Ann Dickie, a Commissioner, etc., Province of Ontario, for Andriessen & Associates, Professional Corporation, Barristers and Solicitors. Expires November 28, 2024.

Flex-Cap Inc. - Client A/R Report

440647 8438048 CANADA INC Phone: 647-962-2939 # active contracts:1

425 GIBRALTAR DR MISSISSAUGA ON L5T 2S9

Contracts on File	Contract	Asset Description	Contract UNR	Period
	302198	2019 VOLVO VVN 4V4NC9EH6KN905949	23,406.42	32/42/42

Date			Description	Amount	PST Amount	GST Amount	Prov
11/30/22	440647	302198	Payments up to Nov 30 22	-40,694.03	0.00	0.00	ON
12/15/22		302198	RENTAL 13/ 42	2,780.05	319.83	0.00	ON
12/15/22		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
01/15/23		302198	RENTAL 14/ 42	2,780.05	319.83	0.00	ON
01/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
02/15/23		302198	RENTAL 15/ 42	2,780.05	319.83	0.00	ON
02/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
03/15/23		302198	RENTAL 16/ 42	2,780.05	319.83	0.00	ON
03/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
04/15/23		302198	RENTAL 17/ 42	2,780.05	319.83	0.00	ON
04/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
05/15/23		302198	RENTAL 18/ 42	2,780.05	319.83	0.00	ON
05/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
06/15/23		302198	RENTAL 19/ 42	2,780.05	319.83	0.00	ON
06/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
06/19/23		302198	NSF	2,780.05	0.00	0.00	ON
06/30/23		DEMAND	PAP RECEIPT	-2,855.05	0.00	0.00	ON
07/15/23		302198	RENTAL 20/ 42	2,780.05	319.83	0.00	ON
07/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	ON
07/28/23		302198	NSF FEES	75.00	0.00	0.00	ON
08/15/23		302198	RENTAL 21/ 42	2,780.05	319.83	0.00	ON

Flex-Cap Inc. - Client A/R Report

08/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
09/15/23		302198	RENTAL 22/ 42	2,780.05	319.83	0.00	N
09/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
10/15/23		302198	RENTAL 23/ 42	2,780.05	319.83	0.00	N
10/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
11/15/23		302198	RENTAL 24/ 42	2,780.05	319.83	0.00	N
11/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
12/15/23		302198	RENTAL 25/ 42	2,780.05	319.83	0.00	N
12/15/23		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
01/15/24		302198	RENTAL 26/ 42	2,780.05	319.83	0.00	N
01/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
02/15/24		302198	RENTAL 27/ 42	2,780.05	319.83	0.00	N
02/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
02/16/24		302198	NSF	2,780.05	0.00	0.00	N
02/28/24	440647	302198	EFT	-2,855.05	0.00	0.00	O
03/15/24		302198	RENTAL 28/ 42	2,780.05	319.83	0.00	N
03/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
03/18/24		302198	NSF	2,780.05	0.00	0.00	N
04/15/24		302198	RENTAL 29/ 42	2,780.05	319.83	0.00	N
04/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
04/16/24		302198	NSF	2,780.05	0.00	0.00	N
05/07/24	440647	302198	DIRECT PMT BMO	-5,485.10	0.00	0.00	N
05/15/24		302198	RENTAL 30/ 42	2,780.05	319.83	0.00	N
05/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
05/16/24		302198	NSF	2,780.05	0.00	0.00	N
06/15/24		302198	RENTAL 31/ 42	2,780.05	319.83	0.00	N
06/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O
06/18/24		302198	NSF	2,780.05	0.00	0.00	N
07/15/24		302198	RENTAL 32/ 42	2,780.05	319.83	0.00	N
07/15/24		.....	PAP RECEIPT	-2,780.05	0.00	0.00	O

Flex-Cap Inc. - Client A/R Report

	-35,133.93	6,396.60	0.00

Client Account	5,560.10
Last Receipt Amount	-2,780.05
Last Receipt Date	Jul 15, 2024

FC | FLEX CAP INC.

This is Exhibit **"E"** referred to in the Affidavit of **Gail Gilmour**, sworn before me this **12th** day of **August**, 2024

A Commissioner for taking Affidavits

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2024.

May 2, 2024

EMAIL: shoker@amgfleets.ca

8438048 Canada Inc dba AMG Global AND Narinder Shoker
425 Gibraltar Dr
Mississauga ON L5T 2S9

Re: Final demand of Lease Agreement Contract # 302198
Equipment Description: 2019 VOLVO VVN VIN: 4V4NC9EH6KN905949

To Whom It May Concern,

We refer to the above Lease between the Lessee and Flex-Cap Inc. This is to provide written notification that you are in default of your obligations and the account is currently in arrears of **$ 5,485.10**

We are hereby making formal demand in accordance with the provisions of the Lease, all monies owing there under, totalling **$41,851.73** by direct deposit or certified funds on the outstanding Lease.

In addition to this amount, you shall also be liable for accrued interest on all amounts demanded hereunder in accordance with the Lease, together with all other costs and out of pocket expenses of Flex-Cap Inc incurred in this matter prior to and following the date of this demand.

In the event that full payment **via certified funds** is not received within 5 days, we will institute take the necessary steps to protect our interests, including but not limited to assigning the file to our Bailiffs.

Without limitation: If prior to the expiry of the five (5) days period, circumstances require that we take steps to protect our Equipment, we reserve our right to do so without further notice.

Trusting you understand the severity of this matter and that you will govern yourself accordingly.

Flex-Cap Inc

Gail Gilmour

CP 302 BP Rive-Nord
Broisbriand, QC
J7E 4J4
1-437-918-9222

FLEX-CAP INC.
Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL et al.
Respondents

Court File No.: CV-24-00000295-0000

***ONTARIO* SUPERIOR COURT OF JUSTICE**
Proceedings commenced at:

GUELPH

AFFIDAVIT OF GAIL GILMOUR
(Sworn August 12, 2024)

ANDRIESSEN & ASSOCIATES
Business Lawyers
101 - 703 Evans Avenue
Toronto, ON M9C 5E9

Inga B. Andriessen
LSO Reg No.: 34537P
Tel: (416) 620-7020, ext. 22
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adorfman@andriessen.ca

Lawyers for the Applicant

FLEX-CAP INC.
Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL et al.
Respondents

Court File No.: CV-24-00000295-0000

***ONTARIO* SUPERIOR COURT OF JUSTICE**
Proceedings commenced at:

GUELPH

APPLICATION RECORD
(Returnable August 20, 2024)

ANDRIESSEN & ASSOCIATES
Business Lawyers
101 - 703 Evans Avenue
Toronto, ON M9C 5E9

Inga B. Andriessen
LSO Reg No.: 34537P
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iandriessen@andriessen.ca

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Tel: (416) 620-7020 ext. 28
adorfman@andriessen.ca

Lawyers for the Applicant

This is **Exhibit "F"** referred to in the Affidavit of Gail Gilmour of the Town of Morin Heights, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on this 18 th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)
(LSO #)

Leah Ann Dickie, a Commissioner, etc.,
Province of Ontario, for Andriessen & Associates,
Professional Corporation, Barristers and Solicitors.
Expires November 28, 2027.

Court File No. CV-24-00000295-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE	)	**TUESDAY, THE 20th DAY OF AUGUST, 2024**

B E T W E E N:

FLEX-CAP INC.

Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL, NARINDER SINGH SHOKER and ROYAL BHATTI TRANSPORT INC. a.k.a AMG THE GROUP OF COMPANIES

Respondents

JUDGMENT

THIS APPLICATION, was heard this day at 74 Woolwich Street, Guelph, Ontario, N1H 3T9, with the lawyers for the Applicant in attendance, and no one in attendance on behalf of the Respondents, although properly served as appears from the Affidavits of Service filed,

ON READING THE NOTICE OF APPLICATION AND THE EVIDENCE FILED BY THE APPLICANT, and on hearing submissions of the lawyers for the Applicant, no one appearing for the Respondents,

1. **THIS COURT ORDERS** that the Respondents deliver possession of a 2019 Volvo VVN Highway Tractor, Vehicle Identification Number 4V4NC9EH6KN905949, to the Applicant.

2. **THIS COURT FURTHER ORDERS** that the Respondents shall pay to the Applicant,

its costs of this Application on a full indemnity basis in the amount of $4,355.82.

THIS JUDGMENT BEARS INTEREST at the rate of 26.82% percent per annum commencing on August 20, 2024.

FLEX-CAP INC.
Applicant

- and -

8438048 CANADA INC. a.k.a GFS LOGISTICS a.k.a AMG GLOBAL et al.
Respondents

Court File No.: CV-24-00000295-0000

***ONTARIO* SUPERIOR COURT OF JUSTICE**
Proceedings commenced at:

GUELPH

JUDGMENT

ANDRIESSEN & ASSOCIATES
Business Lawyers
101 - 703 Evans Avenue
Toronto, ON M9C 5E9

Inga B. Andriessen
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Lawyers for the Applicant

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

AFFIDAVIT OF GAIL GILMOUR

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
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Lawyers for the Receiver, BDO Canada Limited

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF REGAN HOSKIN

I, Regan Hoskin, of the City of Burlington, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of Riordan Leasing Inc. (**"Riordan"**) and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate otherwise, these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have stated the sources and verily believe those facts to be true.

2. Riordan is an equipment finance company incorporated pursuant to the laws of the Province of Ontario with its head office in Kitchener, Ontario. A copy of the Corporate Profile Report for Riordan is attached to my affidavit as **Exhibit "A".**

The Lease Agreements and Default

3. Riordan entered into lease agreements with 8438048 Canada Inc. o/a AMG Global (**"AMG Global"**) and Narinder Shoker, the sole director of AMG Global (together with AMG Global, the **"Lessees"**) for certain trailers and reefers. Those lease agreements are as follows:

(a) A Lease Agreement dated June 17, 2020 for the lease of one 2015 Wabash 53 Trailer, bearing Vehicle Identification Number (**"VIN"**) 1JJV532B2FL866000, with a TK SB330 Reefer, bearing VIN 6001163419 (the **"Wabash"**);

(b) A Lease Agreement dated May 15, 2023 for the lease of one 2024 CIMC 53' Trailer, bearing VIN 2SHSR5325RS003248, with a Carrier Reefer, bearing VIN VAP91748351 (the **"CIMC 48"**); and,

(c) A Lease Agreement dated May 15, 2023 for the lease of one 2024 CIMC 53' Trailer, bearing VIN 2SHSR5327RS003249, with a Carrier Reefer, bearing VIN VAP91749393 (the **"CIMC 49"**, and together with Wabash and CIMC 48, the **"Equipment"**, and, such agreements altogether, the **"Lease Agreements"**).

4. Copies of the aforementioned Lease Agreements are attached to my Affidavit as **Exhibits "B", "C",** and **"D"**, respectively.

5. The Lessees subsequently defaulted on the payment obligations owing to Riordan under the terms of the Lease Agreements. As a result of the default, Riordan has the right to take immediate possession of the Equipment.

6. After the default, on February 7, 2024, Riordan engaged a bailiff, James Heritage of Ontario Legal Recovery Ltd. (the **"Bailiff"**), to assist with the recovery of the Equipment. Riordan has worked with Ontario Legal Recovery Ltd. in the past and has a good working relationship with this bailiff service.

7. I am advised by the Bailiff and do verily believe that on or about April 11, 2024, the Bailiff attended AMG Global's registered address at 425 Gibraltar Drive, Mississauga, Ontario (**"425 Gibraltar"**) and spoke to Mr. Shoker. I am advised by the Bailiff and do verily believe to be true that Mr. Shoker advised him that the arrears under the Lease Agreements would be paid by 2:00 pm on April 12, 2024, or he would surrender the Equipment.

8. On April 17, 2024, Stacey Martin, an Accounting Associate at Riordan, received an email from Mr. Shoker regarding payment of overdue amounts owed to Riordan. Their email exchanges ended with an email from Ms. Martin to Mr. Shoker on May 2, 2024. I am advised by Stacey Martin and do verily believe to be true that Mr. Shoker stopped responding following the May 2, 2024 email. A copy of the email exchanges between Ms. Martin and Mr. Shoker are attached to my Affidavit as **Exhibit "E".**

9. I am advised by the Bailiff and do verily believe to be true that he re-attended 425 Gibraltar on April 26, 2024, and none of the Equipment was located on the premises.

Riordan's Legal Proceedings for Possession of the Equipment

10. On June 21, 2024, Riordan commenced an action by way of a Statement of Claim against the Lessees. A copy of the Statement of Claim dated and issued on June 21, 2024 is attached to my Affidavit as **Exhibit "F".**

11. On June 26, 2024, Riordan brought a motion record in writing, without notice, seeking an order for possession of the Equipment (the **"Motion for Possession"**). A copy of Riordan's Motion for Possession is attached to my Affidavit as **Exhibit "G".**

12. On July 5, 2024, Justice MacFarlane issued an order for possession granting Riordan possession of the Equipment and adjourning the motion for seven (7) days (the **"First Order for Possession"**). A copy of the First Order for Possession is attached to my Affidavit as **Exhibit "H".**

13. Following the issuance of the First Order for Possession, Riordan again retained the services of the Bailiff to assist with the recovery of the Equipment. I am advised by the Bailiff and do verily believe that the following information related to the enforcement of the First Order for Possession is true:

(a) On or about July 8, 2024, the Bailiff attended at 425 Gibraltar and served the First Order for Possession. The Bailiff spoke to Mr. Shoker who advised

him that the Equipment was not on site and said "do what you have to do" and allowed him to check 425 Gibraltar.

(b) The Bailiff observed what appeared to be that most of the Equipment at the Gibraltar Lot had serial number tags, reefer serial tags, and serial number stamps removed or ground off.

(c) The Bailiff located the Wabash and verified that the serial number was intact and matched the information contained in the First Order for Possession.

(d) The Bailiff located the CIMC 49 and found that the serial number was removed but was able to verify that it was the correct trailer as the serial number stamp and reefer serial were still intact.

(e) Mr. Shoker advised the Bailiff that the CIMC 48 was in the USA and that he would advise the Bailiff when it returned to 425 Gibraltar.

14. The Bailiff was able to recover the Wabash and CIMC 49. The Bailiff was not able to recover the CIMC 48.

15. On July 12, 2024, Justice Tranquili issued an order for possession granting Riordan possession of the Equipment and requiring the Lessees to update and advise Riordan of the whereabouts of the CIMC 48 (the **"Second Order for Possession"** and, together with the First Order for Possession, the **"Orders for Possession"**). A copy of the Second Order for Possession is attached to my Affidavit as **Exhibit "I".**

16. I am advised by Dan Reason of Harrison Pensa LLP and do verily believe that on July 15, 2024, Mr. Shoker emailed Mr. Reason stating that all of the Equipment had been surrendered to Riordan and/or the Bailiff. A copy of the email is attached to my Affidavit as **Exhibit "J".**

17. I am advised by Mr. Reason and do verily believe that on July 16, 2024, Qasim Kareemi of Harrison Pensa LLP sent a letter via email to Mr. Shoker enclosing a copy of the Second Order for Possession and confirming that the CIMC 48 had not been surrendered to Riordan and that the Lessees were required to comply with the Orders for Possession. A copy of the email and letter is attached to my Affidavit as **Exhibit "K".**

18. I am advised by Mr. Reason and do verily believe that the Lessees did not provide any further response to these communications.

19. On August 19, 2024, default judgment was granted against the Lessees. Following the granting of the default judgment, the Lessees had refused or otherwise neglected to respond to the Orders for Possession with respect to the CIMC 48 and have refused or otherwise neglected to provide Riordan or the Bailiff with possession of the CIMC 48.

20. I understand that pursuant to the Order of Justice Black dated December 4, 2024, BDO Canada Limited was appointed as Receiver and Manager of AMG Global.

21. As of the date of swearing this Affidavit, the Lessees have not provided Riordan or the Bailiff with possession of the CIMC 48.

SWORN by Regan Hoskin at the City of Burlington, in the Province of Ontario, before me on the 24th of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAE451...

Commissioner for Taking Affidavits
(or as may be)

JENNIFER L. CARUSO

DocuSigned by:
Regan Hoskin
0A40C54D79FC4BE...

REGAN HOSKIN

EXHIBIT “A”

This is **Exhibit "A"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Transaction Number: APP-A10509868812
Report Generated on June 26, 2024, 15:47

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

RIORDAN LEASING INC. as of June 26, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RIORDAN LEASING INC.
Ontario Corporation Number (OCN)	268457
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation/Amalgamation	March 28, 1973
Registered or Head Office Address	1158 King Street East, Kitchener, Ontario, N2G 2N4, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	REGAN HOSKIN
Address for Service	1279 Stephenson Drive, Burlington, Ontario, L7S 2B5, Canada
Resident Canadian	Yes
Date Began	January 15, 2021

Name	JEFFREY TAYLOR
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Resident Canadian	Yes
Date Began	November 01, 2006

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	REGAN HOSKIN
Position	President
Address for Service	1279 Stephenson Drive, Burlington, Ontario, L7S 2B5, Canada
Date Began	January 15, 2021

Name	JEFFREY TAYLOR
Position	Secretary
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Date Began	November 01, 2006

Name	JEFFREY TAYLOR
Position	Treasurer
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Date Began	November 01, 2006

Name	JEFFREY TAYLOR
Position	Vice-President
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Date Began	March 24, 1997

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Director/Registrar
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Corporate Name History

Name	RIORDAN LEASING INC.
Effective Date	February 08, 1996
Previous Name	C. T. R. TRUCK SERVICE INC.
Effective Date	Refer to Corporate Records

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2023 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2022 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2020 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2019 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2018 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2017 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2016 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2015 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2014 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2013 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2012 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2011 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2010 PAF: REGAN HOSKIN	January 23, 2024

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Director/Registrar
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Annual Return - 2009 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2000 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2021 PAF: Regan HOSKIN	May 10, 2022
CIA - Notice of Change PAF: REGAN HOSKIN - DIRECTOR	March 04, 2021
BCA - Articles of Amendment	December 23, 2020
CIA - Notice of Change PAF: JEFFREY TAYLOR - DIRECTOR	October 17, 2017
CIA - Notice of Change PAF: JEFFREY TAYLOR - DIRECTOR	December 31, 2013
CIA - Notice of Change PAF: GLENN R. LUDWIG - OTHER	July 18, 2011
CIA - Notice of Change PAF: GLENN R. LUDWIG - OTHER	June 24, 2011
BCA - Articles of Amendment	April 26, 2011
Annual Return - 2008 PAF: JEFFREY D TAYLOR - DIRECTOR	July 09, 2009
Annual Return - 2007 PAF: JEFFREY D TAYLOR - DIRECTOR	April 08, 2008
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	October 24, 2007
Annual Return - 2006 PAF: JEFFREY D TAYLOR - DIRECTOR	June 11, 2007
Annual Return - 2005 PAF: JEFFREY D TAYLOR	March 11, 2006
Annual Return - 2004	March 19, 2005

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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PAF: JEFFREY D TAYLOR

Annual Return - 2003 PAF: JEFFREY D TAYLOR - OFFICER	February 15, 2004
Annual Return - 2002 PAF: JEFFREY D TAYLOR - OFFICER	March 18, 2003
Annual Return - 2001	September 02, 2002
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	March 17, 2000
BCA - Articles of Amendment	January 28, 2000
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	May 14, 1999
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	October 03, 1997
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	April 21, 1997
BCA - Articles of Amendment	February 08, 1996
CIA - Notice of Change PAF: W. PHILLIP TAYLOR - DIRECTOR	August 03, 1995
Other - SPECIAL NOTICE 2 PAF: OTHER	May 09, 1994
Other - SPECIAL NOTICE PAF: NOEL LESLIE WAKELY - Others	August 06, 1993
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - Others	December 15, 1992
CIA - Notice of Change PAF: W. PHIL TAYLOR - Director	December 08, 1992
BCA - Articles of Amendment	November 30, 1992
CPCV - Corporate Conversion ADD	June 27, 1992

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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EXHIBIT “B”

This is **Exhibit "B"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Riordan Car and Truck Rentals Inc.
1158 King Street East
Kitchener, Ontario N2G 2N4

DATE OF DELIVERY:

June 16, 2020

CUSTOMER NAME:

8438048 Canada Inc.
Narinder S. Shoker

YEAR/MAKE/MODEL:

2015 Wabash 53' Trailer w/ TK SB330 Reefer

ADDRESS:

6 Darou Crescent
Brampton, ON L6R 0N7
Canada

SERIAL NUMBER(S):

1JJV532B2FL866000
6001163419

PROVINCE OF TITLE:

ON

LICENSE NUMBER:

EQUIPMENT:

As Equipped

I certify that the equipment listed above is equipped as stated and in satisfactory condition and that I have accepted delivery as of the date indicated above.

Witness

X Narinder Shoker
Lessee

LEASE NO: 4014027

LEASE AGREEMENT

BETWEEN:

Address:	**Riordan Car & Truck Rentals Inc.** 1158 King Street East, Kitchener, Ontario N2G 2N4	("LESSOR")
	- and -	
Address:	**8438048 Canada Inc.** **Narinder S. Shoker** 6 Darou Crescent Brampton, ON L6R 0N7 Canada	("LESSEE")
	- and -	
Address:		("GUARANTOR")
	- and -	
Address:		("GUARANTOR")

1. LEASED EQUIPMENT, RENTAL PAYMENT AND TERM:

LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease from LESSOR, the EQUIPMENT specified on the LEASE ORDER FORM attached hereto, executed by LESSEE, and accepted by LESSOR, at the Monthly Lease Payment specified on each Order Form, plus all applicable sales or like taxes, said Order Form is incorporated herein by reference and is hereinafter referred to as "LESSEE's Order". The Term "EQUIPMENT" when used in this Agreement shall mean the EQUIPMENT shown on LESSEE's Order leased hereunder by LESSEE.

LESSEE agrees to pay each total monthly rental charge, in advance without deduction, set-off or counterclaim. In addition, LESSEE agrees that in the event that during the Term of this LEASE there are any increase in sales taxes or other taxes applicable to this LEASE, that the monthly lease charge shall be increased in accordance with the amount of such tax increase. If the Delivery Date is other than the first or last day of the month, the monthly rate shall be prorated for that month.

The normal Term of this LEASE with respect to the EQUIPMENT shall be as specified in LESSEE's Order, and shall commence on the delivery date of such EQIUPMENT. The first payment of rent shall be made on the day the Term commences provided that LESSEE shall also pay the deposit shown on LESSEE's Order at the time of the signing of this Agreement to be applied towards the monthly rentals upon the expiration of this LEASE. This Agreement is one of leasing only, and LESSEE shall not have or acquire any right, title or interest in or to the EQUIPMENT except the right to use or operate it as provided herein.

NS NS

2. MAINTENANCE AND REPAIRS:

LESSEE shall keep and maintain the EQUIPMENT in good operating condition and working order and shall perform all preventative maintenance required to ensure full validation of the Manufacturer's Warranty.

LESSEE shall be responsible for the cost of all maintenance, washing, polishing, and storage to the extent necessary to maintain the EQUIPMENT in good condition and further, LESSEE shall be required and responsible to pay for all operating costs and expenses with respect to the said EQUIPMENT. In the event that the EQUIPMENT includes a MOTORIZED VEHICLE, LESSEE shall maintain proper oil, battery, and cooling levels and protection against freezing of the radiator and engine. LESSEE shall further not alter or adjust the odometer, emission control EQUIPMENT or any items that may nullify the Manufacturer's Warranty on the Vehicle. LESSEE will pay for all maintenance and be solely responsible for the condition and operation of the EQUIPMENT, and will be solely responsible to deal with the manufacturer as a result of any defects or Warranty claims. It is understood that LESSOR makes no representations or warranties with respect to the condition or fitness of the EQUIPMENT. LESSEE shall comply in all respects with the terms and conditions of any warranty provided by the manufacturer.

3. INSURANCE:

LESSEE shall procure and maintain insurance for the EQIUPMENT during the Term of the LEASE with a Company satisfactory to LESSOR. Prior to the delivery of any EQUIPMENT, proof of insurance shall be provided by LESSEE to LESSOR.

Such insurance must provide for Third Party Liability Coverage for bodily injury or death or damage to property of others with limits of not less than the amount agreed upon in the SCF-1 Form which forms part of this lease, and where the EQUIPMENT includes a MOTORIZED VEHICLE, must further provide for Collision insurance with not more than $500.00 deductible with respect to car and light trucks or $500.00 deductible with respect to medium truck or $5,000.00 deductible on heavier trucks. In addition, for all EQUIPMENT, Comprehensive insurance must be obtained including coverage for fire and theft. LESSEE shall pay for all repairs made necessary by accident or collision or mischief or any other cause which are not covered by insurance. LESSEE shall be solely responsible to make any claims to take any action with respect to obtaining the proceeds of insurance upon any loss or damage to the EQUIPMENT. All such insurance must provide that the insurer will notify LESSOR immediately in the event the insurance should be materially altered or cancelled, and LESSOR may (but shall not be obligated to) secure insurance protection at LESSEE's expense. LESSEE shall comply with all the Terms and Conditions of the insurance policy, including the immediate reporting of all accidents, to the insurer and shall report any such accidents also to LESSOR, and in addition, LESSEE shall do all things necessary or proper to protect or preserve LESSOR's right as a name insured in the said insurance policy.

All insurance policies covering the said EQUIPMENT shall be endorsed to protect, as their interest may appear, LESSEE, LESSOR and any other person having an interest in the EQUIPMENT. LESSOR will be named as an additional insured in all such policies and be the loss payee on all such policies. Notwithstanding the obtaining of such insurance, LESSEE does hereby acknowledge that LESSEE shall be fully responsible to LESSOR during the Term of the LEASE and upon the Expiration of Termination thereof for the condition and proper maintenance of the EQUIPMENT and shall further indemnify and save harmless LESSOR from any loss or damage to the EQUIPMENT or to other parties or persons as a result of any use of the said EQUIPMENT.

4. TAXES, LICENSING AND REGISTRATION:

The cost of all licensing, registration of the EQUIPMENT in LESSOR's name and taxes, shall be paid be LESSEE, and LESSEE shall pay all their taxes and / or government assessments, fees and changes imposed on or in connection with any EQUIPMENT operated pursuant to this Agreement. LESSOR shall pay and bear all net income taxes on rent payable hereunder.

5. VEHICLE AS IS:

LESSEE selected the Vehicle. LESSOR purchased the vehicle from the vendor in accordance with LESSEE instructions. LESSEE is leasing the Vehicle "as is". LESSOR is not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. LESSEE agrees that LESSOR has made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to LESSERR with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use quality or fitness for any particular purpose.

6. DELIVERY AND RETURN OF EQUIPMENT:

Delivery and return of the EQUIPMENT shall be at LESSOR's place of business. Any structural alteration, special EQUIPMENT or material alteration in painting, lettering or artwork thereafter required by LESSEE shall be added only with the prior written approval of LESSOR and shall be removed prior to the end of the LEASE Term if requested be LESSOR at LESSEE's expense.

LESSEE agrees to return the EQUIPMENT at the end of the LEASE Term, or any extension thereof, or upon earlier Termination of the LEASE, in good operating condition and working order, free from any collision or other physical damage. LESSEE agrees to pay LESSOR its costs of repairing or replacing any damage to the EQUIPMENT, ordinary wear excepted.

7. USE OF EQUIPMENT:

LESSEE shall permit the EQUIPMENT to be used or operated only by safe, careful and authorized persons, and in the event the EQUIPMENT includes a MOROTIZED VEHICLE, such operators must be licensed and authorized to drive the Vehicle. LESSEE agrees upon written complaint from LESSOR specifying any excessive collision claims or an indication of any other incompetence by or of any driver or operator, that LESSEE shall immediately take such action as is necessary to correct these conditions. LESSEE shall not permit any EQUIPMENT to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.

NS AJ

8. INDEMNITY:

LESSEE shall defend, indemnify and hold harmless LESSOR and the officers and employees of the LESSOR from and against any damage, loss, theft or destruction of any EQUIPMENT, and against all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of EQUIPMENT during the LEASE Term.

9. LESSEE'S DAMAGES:

LESSOR shall not be responsible to LESSEE or its agents, servants or employees for any loss of business or other damage caused by the EQUIPMENT or for any time lost in the repairing or replacing any of the EQUIPMENT, nor for any loss, injury or damage arising out of or relating to the LESSOR'S failure to deliver EQUIPMENT pursuant hereto by reason of strikes or other causes beyond the control of LESSOR.

10. DEFAULT:

The is of the essence of this Agreement and in the event that LESSEE fails to notify LESSOR in writing as required in clause 14 hereof or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of LESSEE's bankruptcy or insolvency, or if the leased EQUIPMENT be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of LESSOR, its rights in the leased EQUIPMENT in any way shall be prejudiced or rendered insecure, LESSOR shall have the right to take immediate possession of the EQUIPMENT wherever found, with or without process of law, and to Terminate the LEASE, with respect to such EQUIPMENT, and LESSEE hereby expressly authorizes LESSOR and its agents to enter on any premises where the EQUIPMENT may be found for the purpose of repossessing such EQUIPMENT and expressly waives any further interest in the EQUIPMENT and any right of action arising out of such entry and repossession. LESSOR shall not be liable in damages for any Termination pursuant to this Paragraph. Such Termination and Repossession may be done without any notice upon such default. LESSEE shall, however, upon Termination pursuant to this Paragraph, be immediately responsible for the payment of all amounts due under the LEASE Agreement through to the end of the Term, together with the costs and expenses of such repossession and the cost of refurbishing the EQUIPMENT and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of LESSEE's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason LESSOR is unable to resell or relet such EQUIPMENT, then LESSEE shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any EQUIPMENT fully repossessed shall not affect LESSOR'S right to recover from LESSEE all damages which LESSOR may have suffered by reason of LESSEE's breach of any provision of this LEASE, and LESSOR may sell or lease any such repossessed EQUIPMENT with or without advertisement, at public or private sale, and without notice thereof to LESSEE. The rights and remedies of LESSOR in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in LESSOR's favour, existing by law.

11. GENERAL AND MISCELLANEOUS:

This LEASE shall be binding on the parties, their heirs, executors, administrators and their legal representatives, successors and permitted assigns. LESSEE may not assign or enter into any sublease with respect to this LEASE of the Equipment. This Agreement may not be amended or altered in any matter except in writing signed by both parties. No forbearance to exercise any rights or privileges, under this Agreement or waiver of any breach of any of its Terms shall be construed as a waiver of any such Terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if not such forbearance or waiver had occurred. This LEASE or its interest or any rent due or to become due may be assigned by LESSOR without consent of LESSEE but subject to the rights of LESSEE hereunder.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any unenforceable or invalid provision shall be severable from the Terms of this Contract and the balance of this LEASE shall remain valid and enforceable.

Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in LESSEE's Order, or at such address as may have been furnished in writing for such purpose.

12. REIMBURSEMENT:

If LESSEE shall for any reason fail to perform any provision of this LEASE to be performed by him, LESSOR may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefore from LESSEE.

13. RECOVERY OF FEES:

LESSEE hereby agrees to pay all accounts when rendered. LESSEE further agrees to pay interest on any outstanding balance at the rate of 18% per annum. On default LESSEE agrees that all lawyers and/or agents costs of recovering the debt are also payable on a solicitor or agent and its own client basis.

LESSEE consents to the obtaining of credit and/or personal information required at any time in connection with this agreement or any renewal or extension thereof and to the disclosure of any credit information concerning LESSEE to any credit reporting agency or to any person with whom LESSEE has or proposes to have financial relations.

NS NS

14. GUARANTEE:

Guarantor does hereby guaranty the due performance by LESSEE of all the Terms and Conditions and Covenants contained in the LEASE including, without limiting the generality of the foregoing, the payment of all rent and charges and costs and expenses set forth in this LEASE. Guarantor does hereby acknowledge that he shall be jointly and severalty liable with LESSEE for the due performance of the Terms of this LEASE and for the payment of all sums owing to LESSOR hereunder, and does hereby further covenant and agree that LESSOR shall not be bound to exhaust its remedies or take any action or complete any action or pursue LESSEE under the Terms of this LEASE prior to seeking compensation from Guarantor. Guarantor does hereby further agree that no dealings between LESSOR and LESSEE during the Term of the LEASE, nor any alterations or modifications to the provisions of this LEASE, no indulgences, extensions, or arrangements entered into between LESSOR and LESSEE shall in anyway affect or Guarantor's responsibility or liability to LESSOR under the Terms of this LEASE. Guarantor does hereby covenant and agree to pay to LESSEE, on demand, all sums owing under the Terms of this LEASE within ten (10) days of the receipt of receiving such demand.

15. CHANGE OF INFORMATION

LESSEE hereby acknowledges LESSOR has relied on the information supplied to it on LESSOR'S credit application form and accuracy thereof. LESSEE agrees to immediately notify LESSOR in writing of any and all changes in the information on said credit application form. LESSEE hereby acknowledges its failure to notify LESSOR shall be deemed to be default under this LEASE giving rise to all LESSOR's rights as contained in paragraph 9 of this lease agreement.

16. OPTION TO PURCHASE

Provided that LESSEE, at the end of the term of the LEASE, is not in default under the terms of this LEASE, then LESSEE shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by LESSEE to LESSOR under the terms of this LEASE including any excessive kilometer charges, if applicable, have been paid. The parties hereto do hereby agree that the said purchase price reflects the probable fair market value of the property at the expiration of the LEASE at the end of the term.

At least termination, LESSEE shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the cost of any Certificates of Mechanical Fitness.

Signing Date: 17th day of June, 2020

Riordan Car & Truck Rentals Inc.

WITNESSED BY:

Per: _____
I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc.

_____
Narinder S. Shoker

_____
Narinder Shoker
I have the authority to bind the corporation.

Lease Order Form | LEASE Between: | Lease No: 4014027

Riordan Car & Truck Rentals Inc.
1158 King Street East, Kitchener, Ontario N2G 4G1

- and –

8438048 Canada Inc.
Narinder S. Shoker
6 Darou Crescent
Brampton, ON L6R 0N7
Canada

Description of Equipment:	Serial No:	Lease Start Date	Term: (in months)
2015 Wabash 53' Trailer w/ TK SB330 Reefer	1JJV532B2FL866000 6001163419	July 1, 2020	48

Monthly Lease Payment:	Downpayment:	Comments:
$1,155.00 + Taxes At lease maturity, lessee agrees to guarantee end value at $1.00 + taxes, and has the option to purchase the unit at that value.	$5,200.00	Leased in "as is, where is" condition

LESSEE hereby orders the above-described equipment on the terms and conditions contained in the attached lease.

Signing Date: 17th day of June, 2020

Riordan Car & Truck Rentals Inc.

WITNESSED BY:

Per: _____

I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc.

Narinder S. Shoker

Narinder S. Shoker

Narinder Shoker
I have the authority to bind the corporation.

EXHIBIT “C”

This is **Exhibit "C"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Riordan Leasing Inc.
1158 King Street East
Kitchener, Ontario N2G 2N4

DATE OF DELIVERY:

May 11, 2023

CUSTOMER NAME:

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker

YEAR/MAKE/MODEL:

2024 CIMC 53' Trailer w/ Carrier Reefer

ADDRESS:

425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

SERIAL NUMBER(S):

2SHSR5325RS003248
VAP91748351

PROVINCE OF TITLE:

ON

LICENSE NUMBER:

EQUIPMENT:

As Equipped

I certify that the equipment listed above is equipped as stated and in satisfactory condition and that I have accepted delivery as of the date indicated above.

Witness

X
Lessee

LEASE NO: 0014048

LEASE AGREEMENT

BETWEEN:

Address:	**Riordan Leasing Inc.** 1158 King Street East, Kitchener, Ontario N2G 2N4	("LESSOR")
	- and -	
Address:	**8438048 Canada Inc. o/a AMG Global** **Narinder S. Shoker** 425 Gibraltar Drive Mississauga, ON L5T 2S9 Canada	("LESSEE")
	- and -	
Address:		("GUARANTOR")
	- and -	
Address:		("GUARANTOR")

1. LEASED EQUIPMENT, RENTAL PAYMENT AND TERM:

LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease from LESSOR, the EQUIPMENT specified on the LEASE ORDER FORM attached hereto, executed by LESSEE, and accepted by LESSOR, at the Monthly Lease Payment specified on each Order Form, plus all applicable sales or like taxes, said Order Form is incorporated herein by reference and is hereinafter referred to as "LESSEE's Order". The Term "EQUIPMENT" when used in this Agreement shall mean the EQUIPMENT shown on LESSEE's Order leased hereunder by LESSEE.

LESSEE agrees to pay each total monthly rental charge, in advance without deduction, set-off or counterclaim. In addition, LESSEE agrees that in the event that during the Term of this LEASE there are any increase in sales taxes or other taxes applicable to this LEASE, that the monthly lease charge shall be increased in accordance with the amount of such tax increase. If the Delivery Date is other than the first or last day of the month, the monthly rate shall be prorated for that month.

The normal Term of this LEASE with respect to the EQUIPMENT shall be as specified in LESSEE's Order, and shall commence on the delivery date of such EQIUPMENT. The first payment of rent shall be made on the day the Term commences provided that LESSEE shall also pay the deposit shown on LESSEE's Order at the time of the signing of this Agreement to be applied towards the monthly rentals upon the expiration of this LEASE. This Agreement is one of leasing only, and LESSEE shall not have or acquire any right, title or interest in or to the EQUIPMENT except the right to use or operate it as provided herein.

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2. MAINTENANCE AND REPAIRS:

LESSEE shall keep and maintain the EQUIPMENT in good operating condition and working order and shall perform all preventative maintenance required to ensure full validation of the Manufacturer's Warranty.

LESSEE shall be responsible for the cost of all maintenance, washing, polishing, and storage to the extent necessary to maintain the EQUIPMENT in good condition and further, LESSEE shall be required and responsible to pay for all operating costs and expenses with respect to the said EQUIPMENT. In the event that the EQUIPMENT includes a MOTORIZED VEHICLE, LESSEE shall maintain proper oil, battery, and cooling levels and protection against freezing of the radiator and engine, LESSEE shall further not alter or adjust the odometer, emission control EQUIPMENT or any items that may nullify the Manufacturer's Warranty on the Vehicle. LESSEE will pay for all maintenance and be solely responsible for the condition and operation of the EQUIPMENT, and will be solely responsible to deal with the manufacturer as a result of any defects or Warranty claims. It is understood that LESSOR makes no representations or warranties with respect to the condition or fitness of the EQUIPMENT. LESSEE shall comply in all respects with the terms and conditions of any warranty provided by the manufacturer.

3. INSURANCE:

LESSEE shall procure and maintain insurance for the EQIUPMENT during the Term of the LEASE with a Company satisfactory to LESSOR. Prior to the delivery of any EQUIPMENT, proof of insurance shall be provided by LESSEE to LESSOR.

Such insurance must provide for Third Party Liability Coverage for bodily injury or death or damage to property of others with limits of not less than the amount agreed upon in the SCF-1 Form which forms part of this lease, and where the EQUIPMENT includes a MOTORIZED VEHICLE, must further provide for Collision insurance with not more than $500.00 deductible with respect to car and light trucks or $500.00 deductible with respect to medium truck or $5,000.00 deductible on heavier trucks. In addition, for all EQUIPMENT, Comprehensive insurance must be obtained including coverage for fire and theft. LESSEE shall pay for all repairs made necessary by accident or collision or mischief or any other cause which are not covered by insurance. LESSEE shall be solely responsible to make any claims to take any action with respect to obtaining the proceeds of insurance upon any loss or damage to the EQUIPMENT. All such insurance must provide that the insurer will notify LESSOR immediately in the event the insurance should be materially altered or cancelled, and LESSOR may (but shall not be obligated to) secure insurance protection at LESSEE's expense. LESSEE shall comply with all the Terms and Conditions of the insurance policy, including the immediate reporting of all accidents, to the insurer and shall report any such accidents also to LESSOR, and in addition, LESSEE shall do all things necessary or proper to protect or preserve LESSOR's right as a name insured in the said insurance policy.

All insurance policies covering the said EQUIPMENT shall be endorsed to protect, as their interest may appear, LESSEE, LESSOR and any other person having an interest in the EQUIPMENT. LESSOR will be named as an additional insured in all such policies and be the loss payee on all such policies. Notwithstanding the obtaining of such insurance, LESSEE does hereby acknowledge that LESSEE shall be fully responsible to LESSOR during the Term of the LEASE and upon the Expiration of Termination thereof for the condition and proper maintenance of the EQUIPMENT and shall further indemnify and save harmless LESSOR from any loss or damage to the EQUIPMENT or to other parties or persons as a result of any use of the said EQUIPMENT.

4. TAXES, LICENSING AND REGISTRATION:

The cost of all licensing, registration of the EQUIPMENT in LESSOR's name and taxes, shall be paid be LESSEE, and LESSEE shall pay all their taxes and / or government assessments, fees and changes imposed on or in connection with any EQUIPMENT operated pursuant to this Agreement. LESSOR shall pay and bear all net income taxes on rent payable hereunder.

5. VEHICLE AS IS:

LESSEE selected the Vehicle. LESSOR purchased the vehicle from the vendor in accordance with LESSEE instructions. LESSEE is leasing the Vehicle "as is". LESSOR is not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. LESSEE agrees that LESSOR has made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to LESSERR with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use quality or fitness for any particular purpose.

6. DELIVERY AND RETURN OF EQUIPMENT:

Delivery and return of the EQUIPMENT shall be at LESSOR's place of business. Any structural alteration, special EQUIPMENT or material alteration in painting, lettering or artwork thereafter required by LESSEE shall be added only with the prior written approval of LESSOR and shall be removed prior to the end of the LEASE Term if requested be LESSOR at LESSEE's expense.

LESSEE agrees to return the EQUIPMENT at the end of the LEASE Term, or any extension thereof, or upon earlier Termination of the LEASE, in good operating condition and working order, free from any collision or other physical damage. LESSEE agrees to pay LESSOR its costs of repairing or replacing any damage to the EQUIPMENT, ordinary wear excepted.

7. USE OF EQUIPMENT:

LESSEE shall permit the EQUIPMENT to be used or operated only by safe, careful and authorized persons, and in the event the EQUIPMENT includes a MOROTIZED VEHICLE, such operators must be licensed and authorized to drive the Vehicle. LESSEE agrees upon written complaint from LESSOR specifying any excessive collision claims or an indication of any other incompetence by or of any driver or operator, that LESSEE shall immediately take such action as is necessary to correct these conditions. LESSEE shall not permit any EQUIPMENT to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.

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8. INDEMNITY:

LESSEE shall defend, indemnify and hold harmless LESSOR and the officers and employees of the LESSOR from and against any damage, loss, theft or destruction of any EQUIPMENT, and against all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of EQUIPMENT during the LEASE Term.

9. LESSEE'S DAMAGES:

LESSOR shall not be responsible to LESSEE or its agents, servants or employees for any loss of business or other damage caused by the EQUIPMENT or for any time lost in the repairing or replacing any of the EQUIPMENT, nor for any loss, injury or damage arising out of or relating to the LESSOR'S failure to deliver EQUIPMENT pursuant hereto by reason of strikes or other causes beyond the control of LESSOR.

10. DEFAULT:

The is of the essence of this Agreement and in the event that LESSEE fails to notify LESSOR in writing as required in clause 14 hereof or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of LESSEE's bankruptcy or insolvency, or if the leased EQUIPMENT be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of LESSOR, its rights in the leased EQUIPMENT in any way shall be prejudiced or rendered insecure, LESSOR shall have the right to take immediate possession of the EQUIPMENT wherever found, with or without process of law, and to Terminate the LEASE, with respect to such EQUIPMENT, and LESSEE hereby expressly authorizes LESSOR and its agents to enter on any premises where the EQUIPMENT may be found for the purpose of repossessing such EQUIPMENT and expressly waives any further interest in the EQUIPMENT and any right of action arising out of such entry and repossession. LESSOR shall not be liable in damages for any Termination pursuant to this Paragraph. Such Termination and Repossession may be done without any notice upon such default. LESSEE shall, however, upon Termination pursuant to this Paragraph, be immediately responsible for the payment of all amounts due under the LEASE Agreement through to the end of the Term, together with the costs and expenses of such repossession and the cost of refurbishing the EQUIPMENT and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of LESSEE's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason LESSOR is unable to resell or relet such EQUIPMENT, then LESSEE shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any EQUIPMENT fully repossessed shall not affect LESSOR'S right to recover from LESSEE all damages which LESSOR may have suffered by reason of LESSEE's breach of any provision of this LEASE, and LESSOR may sell or lease any such repossessed EQUIPMENT with or without advertisement, at public or private sale, and without notice thereof to LESSEE. The rights and remedies of LESSOR in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in LESSOR's favour, existing by law.

11. GENERAL AND MISCELLANEOUS:

This LEASE shall be binding on the parties, their heirs, executors, administrators and their legal representatives, successors and permitted assigns. LESSEE may not assign or enter into any sublease with respect to this LEASE of the Equipment. This Agreement may not be amended or altered in any matter except in writing signed by both parties. No forbearance to exercise any rights or privileges, under this Agreement or waiver of any breach of any of its Terms shall be construed as a waiver of any such Terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if not such forbearance or waiver had occurred. This LEASE or its interest or any rent due or to become due may be assigned by LESSOR without consent of LESSEE but subject to the rights of LESSEE hereunder.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any unenforceable or invalid provision shall be severable from the Terms of this Contract and the balance of this LEASE shall remain valid and enforceable.

Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in LESSEE's Order, or at such address as may have been furnished in writing for such purpose.

12. REIMBURSEMENT:

If LESSEE shall for any reason fail to perform any provision of this LEASE to be performed by him, LESSOR may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefore from LESSEE.

13. RECOVERY OF FEES:

LESSEE hereby agrees to pay all accounts when rendered. LESSEE further agrees to pay interest on any outstanding balance at the rate of 18% per annum. On default LESSEE agrees that all lawyers and/or agents costs of recovering the debt are also payable on a solicitor or agent and its own client basis.

LESSEE consents to the obtaining of credit and/or personal information required at any time in connection with this agreement or any renewal or extension thereof and to the disclosure of any credit information concerning LESSEE to any credit reporting agency or to any person with whom LESSEE has or proposes to have financial relations.



14. GUARANTEE:

Guarantor does hereby guaranty the due performance by LESSEE of all the Terms and Conditions and Covenants contained in the LEASE including, without limiting the generality of the foregoing, the payment of all rent and charges and costs and expenses set forth in this LEASE. Guarantor does hereby acknowledge that he shall be jointly and severalty liable with LESSEE for the due performance of the Terms of this LEASE and for the payment of all sums owing to LESSOR hereunder, and does hereby further covenant and agree that LESSOR shall not be bound to exhaust its remedies or take any action or complete any action or pursue LESSEE under the Terms of this LEASE prior to seeking compensation from Guarantor. Guarantor does hereby further agree that no dealings between LESSOR and LESSEE during the Term of the LEASE, nor any alterations or modifications to the provisions of this LEASE, no indulgences, extensions, or arrangements entered into between LESSOR and LESSEE shall in anyway affect or Guarantor's responsibility or liability to LESSOR under the Terms of this LEASE. Guarantor does hereby covenant and agree to pay to LESSEE, on demand, all sums owing under the Terms of this LEASE within ten (10) days of the receipt of receiving such demand.

15. CHANGE OF INFORMATION

LESSEE hereby acknowledges LESSOR has relied on the information supplied to it on LESSOR'S credit application form and accuracy thereof. LESSEE agrees to immediately notify LESSOR in writing of any and all changes in the information on said credit application form. LESSEE hereby acknowledges its failure to notify LESSOR shall be deemed to be default under this LEASE giving rise to all LESSOR's rights as contained in paragraph 9 of this lease agreement.

16. OPTION TO PURCHASE

Provided that LESSEE, at the end of the term of the LEASE, is not in default under the terms of this LEASE, then LESSEE shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by LESSEE to LESSOR under the terms of this LEASE including any excessive kilometer charges, if applicable, have been paid. The parties hereto do hereby agree that the said purchase price reflects the probable fair market value of the property at the expiration of the LEASE at the end of the term.

At least termination, LESSEE shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the cost of any Certificates of Mechanical Fitness.

Signing Date: 15 day of May, 2023

WITNESSED BY:

_____

_____
Narinder S. Shoker

Riordan Leasing Inc.

Per: _____
I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc. o/a AMG Global

_____
Narinder Shoker
I have the authority to bind the corporation.

Lease Order Form

LEASE Between:

Lease No: 0014048

Riordan Leasing Inc.
1158 King Street East, Kitchener, Ontario N2G 2N4

- and –

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

Description of Equipment:	Serial No:	Lease Start Date	Term: (in months)
2024 CIMC 53' Trailer w/ Carrier Reefer	2SHSR5325RS003248 VAP91748351	June 1, 2023	60

Monthly Lease Payment:	Downpayment:	Comments:
$2,703.89 + Taxes At lease maturity, lessee agrees to guarantee end value at $1.00 + taxes, and has the option to purchase the unit at that value.	$5,000.00	Leased in "as is, where is" condition

LESSEE hereby orders the above-described equipment on the terms and conditions contained in the attached lease.

Signing Date: 15 day of May, 2023

Riordan Leasing Inc.

WITNESSED BY:

Per: _____

I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc. o/a AMG Global

Narinder S. Shoker

Narinder Shoker

I have the authority to bind the corporation.

EXHIBIT “D”

This is **Exhibit "D"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Riordan Leasing Inc.
1158 King Street East
Kitchener, Ontario N2G 2N4

DATE OF DELIVERY:

May 11, 2023

CUSTOMER NAME:

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker

YEAR/MAKE/MODEL:

2024 CIMC 53' Trailer w/ Carrier Reefer

ADDRESS:

425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

SERIAL NUMBER(S):

2SHSR5327RS003249
VAP91749393

PROVINCE OF TITLE:

ON

LICENSE NUMBER:

EQUIPMENT:

As Equipped

I certify that the equipment listed above is equipped as stated and in satisfactory condition and that I have accepted delivery as of the date indicated above.

Witness

X

Lessee

LEASE NO: 0014049

LEASE AGREEMENT

BETWEEN:

Address:	**Riordan Leasing Inc.** 1158 King Street East, Kitchener, Ontario N2G 2N4	("LESSOR")
	- and -	
Address:	**8438048 Canada Inc. o/a AMG Global** **Narinder S. Shoker** 425 Gibraltar Drive Mississauga, ON L5T 2S9 Canada	("LESSEE")
	- and -	
Address:		("GUARANTOR")
	- and -	
Address:		("GUARANTOR")

1. LEASED EQUIPMENT, RENTAL PAYMENT AND TERM:

LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease from LESSOR, the EQUIPMENT specified on the LEASE ORDER FORM attached hereto, executed by LESSEE, and accepted by LESSOR, at the Monthly Lease Payment specified on each Order Form, plus all applicable sales or like taxes, said Order Form is incorporated herein by reference and is hereinafter referred to as "LESSEE's Order". The Term "EQUIPMENT" when used in this Agreement shall mean the EQUIPMENT shown on LESSEE's Order leased hereunder by LESSEE.

LESSEE agrees to pay each total monthly rental charge, in advance without deduction, set-off or counterclaim. In addition, LESSEE agrees that in the event that during the Term of this LEASE there are any increase in sales taxes or other taxes applicable to this LEASE, that the monthly lease charge shall be increased in accordance with the amount of such tax increase. If the Delivery Date is other than the first or last day of the month, the monthly rate shall be prorated for that month.

The normal Term of this LEASE with respect to the EQUIPMENT shall be as specified in LESSEE's Order, and shall commence on the delivery date of such EQIUPMENT. The first payment of rent shall be made on the day the Term commences provided that LESSEE shall also pay the deposit shown on LESSEE's Order at the time of the signing of this Agreement to be applied towards the monthly rentals upon the expiration of this LEASE. This Agreement is one of leasing only, and LESSEE shall not have or acquire any right, title or interest in or to the EQUIPMENT except the right to use or operate it as provided herein.

2. MAINTENANCE AND REPAIRS:

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3. INSURANCE:

LESSEE shall procure and maintain insurance for the EQIUPMENT during the Term of the LEASE with a Company satisfactory to LESSOR. Prior to the delivery of any EQUIPMENT, proof of insurance shall be provided by LESSEE to LESSOR.

Such insurance must provide for Third Party Liability Coverage for bodily injury or death or damage to property of others with limits of not less than the amount agreed upon in the SCF-1 Form which forms part of this lease, and where the EQUIPMENT includes a MOTORIZED VEHICLE, must further provide for Collision insurance with not more than $500.00 deductible with respect to car and light trucks or $500.00 deductible with respect to medium truck or $5,000.00 deductible on heavier trucks. In addition, for all EQUIPMENT, Comprehensive insurance must be obtained including coverage for fire and theft. LESSEE shall pay for all repairs made necessary by accident or collision or mischief or any other cause which are not covered by insurance. LESSEE shall be solely responsible to make any claims to take any action with respect to obtaining the proceeds of insurance upon any loss or damage to the EQUIPMENT. All such insurance must provide that the insurer will notify LESSOR immediately in the event the insurance should be materially altered or cancelled, and LESSOR may (but shall not be obligated to) secure insurance protection at LESSEE's expense. LESSEE shall comply with all the Terms and Conditions of the insurance policy, including the immediate reporting of all accidents, to the insurer and shall report any such accidents also to LESSOR, and in addition, LESSEE shall do all things necessary or proper to protect or preserve LESSOR's right as a name insured in the said insurance policy.

All insurance policies covering the said EQUIPMENT shall be endorsed to protect, as their interest may appear, LESSEE, LESSOR and any other person having an interest in the EQUIPMENT. LESSOR will be named as an additional insured in all such policies and be the loss payee on all such policies. Notwithstanding the obtaining of such insurance, LESSEE does hereby acknowledge that LESSEE shall be fully responsible to LESSOR during the Term of the LEASE and upon the Expiration of Termination thereof for the condition and proper maintenance of the EQUIPMENT and shall further indemnify and save harmless LESSOR from any loss or damage to the EQUIPMENT or to other parties or persons as a result of any use of the said EQUIPMENT.

4. TAXES, LICENSING AND REGISTRATION:

The cost of all licensing, registration of the EQUIPMENT in LESSOR's name and taxes, shall be paid be LESSEE, and LESSEE shall pay all their taxes and / or government assessments, fees and changes imposed on or in connection with any EQUIPMENT operated pursuant to this Agreement. LESSOR shall pay and bear all net income taxes on rent payable hereunder.

5. VEHICLE AS IS:

LESSEE selected the Vehicle. LESSOR purchased the vehicle from the vendor in accordance with LESSEE instructions. LESSEE is leasing the Vehicle "as is". LESSOR is not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. LESSEE agrees that LESSOR has made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to LESSERR with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use quality or fitness for any particular purpose.

6. DELIVERY AND RETURN OF EQUIPMENT:

Delivery and return of the EQUIPMENT shall be at LESSOR's place of business. Any structural alteration, special EQUIPMENT or material alteration in painting, lettering or artwork thereafter required by LESSEE shall be added only with the prior written approval of LESSOR and shall be removed prior to the end of the LEASE Term if requested be LESSOR at LESSEE's expense.

LESSEE agrees to return the EQUIPMENT at the end of the LEASE Term, or any extension thereof, or upon earlier Termination of the LEASE, in good operating condition and working order, free from any collision or other physical damage. LESSEE agrees to pay LESSOR its costs of repairing or replacing any damage to the EQUIPMENT, ordinary wear excepted.

7. USE OF EQUIPMENT:

LESSEE shall permit the EQUIPMENT to be used or operated only by safe, careful and authorized persons, and in the event the EQUIPMENT includes a MOROTIZED VEHICLE, such operators must be licensed and authorized to drive the Vehicle. LESSEE agrees upon written complaint from LESSOR specifying any excessive collision claims or an indication of any other incompetence by or of any driver or operator, that LESSEE shall immediately take such action as is necessary to correct these conditions. LESSEE shall not permit any EQUIPMENT to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.



8. INDEMNITY:

LESSEE shall defend, indemnify and hold harmless LESSOR and the officers and employees of the LESSOR from and against any damage, loss, theft or destruction of any EQUIPMENT, and against all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of EQUIPMENT during the LEASE Term.

9. LESSEE'S DAMAGES:

LESSOR shall not be responsible to LESSEE or its agents, servants or employees for any loss of business or other damage caused by the EQUIPMENT or for any time lost in the repairing or replacing any of the EQUIPMENT, nor for any loss, injury or damage arising out of or relating to the LESSOR'S failure to deliver EQUIPMENT pursuant hereto by reason of strikes or other causes beyond the control of LESSOR.

10. DEFAULT:

The is of the essence of this Agreement and in the event that LESSEE fails to notify LESSOR in writing as required in clause 14 hereof or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of LESSEE's bankruptcy or insolvency, or if the leased EQUIPMENT be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of LESSOR, its rights in the leased EQUIPMENT in any way shall be prejudiced or rendered insecure, LESSOR shall have the right to take immediate possession of the EQUIPMENT wherever found, with or without process of law, and to Terminate the LEASE, with respect to such EQUIPMENT, and LESSEE hereby expressly authorizes LESSOR and its agents to enter on any premises where the EQUIPMENT may be found for the purpose of repossessing such EQUIPMENT and expressly waives any further interest in the EQUIPMENT and any right of action arising out of such entry and repossession. LESSOR shall not be liable in damages for any Termination pursuant to this Paragraph. Such Termination and Repossession may be done without any notice upon such default. LESSEE shall, however, upon Termination pursuant to this Paragraph, be immediately responsible for the payment of all amounts due under the LEASE Agreement through to the end of the Term, together with the costs and expenses of such repossession and the cost of refurbishing the EQUIPMENT and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of LESSEE's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason LESSOR is unable to resell or relet such EQUIPMENT, then LESSEE shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any EQUIPMENT fully repossessed shall not affect LESSOR'S right to recover from LESSEE all damages which LESSOR may have suffered by reason of LESSEE's breach of any provision of this LEASE, and LESSOR may sell or lease any such repossessed EQUIPMENT with or without advertisement, at public or private sale, and without notice thereof to LESSEE. The rights and remedies of LESSOR in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in LESSOR's favour, existing by law.

11. GENERAL AND MISCELLANEOUS:

This LEASE shall be binding on the parties, their heirs, executors, administrators and their legal representatives, successors and permitted assigns. LESSEE may not assign or enter into any sublease with respect to this LEASE of the Equipment. This Agreement may not be amended or altered in any matter except in writing signed by both parties. No forbearance to exercise any rights or privileges, under this Agreement or waiver of any breach of any of its Terms shall be construed as a waiver of any such Terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if not such forbearance or waiver had occurred. This LEASE or its interest or any rent due or to become due may be assigned by LESSOR without consent of LESSEE but subject to the rights of LESSEE hereunder.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any unenforceable or invalid provision shall be severable from the Terms of this Contract and the balance of this LEASE shall remain valid and enforceable.

Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in LESSEE's Order, or at such address as may have been furnished in writing for such purpose.

12. REIMBURSEMENT:

If LESSEE shall for any reason fail to perform any provision of this LEASE to be performed by him, LESSOR may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefore from LESSEE.

13. RECOVERY OF FEES:

LESSEE hereby agrees to pay all accounts when rendered. LESSEE further agrees to pay interest on any outstanding balance at the rate of 18% per annum. On default LESSEE agrees that all lawyers and/or agents costs of recovering the debt are also payable on a solicitor or agent and its own client basis.

LESSEE consents to the obtaining of credit and/or personal information required at any time in connection with this agreement or any renewal or extension thereof and to the disclosure of any credit information concerning LESSEE to any credit reporting agency or to any person with whom LESSEE has or proposes to have financial relations.



14. GUARANTEE:

Guarantor does hereby guaranty the due performance by LESSEE of all the Terms and Conditions and Covenants contained in the LEASE including, without limiting the generality of the foregoing, the payment of all rent and charges and costs and expenses set forth in this LEASE. Guarantor does hereby acknowledge that he shall be jointly and severalty liable with LESSEE for the due performance of the Terms of this LEASE and for the payment of all sums owing to LESSOR hereunder, and does hereby further covenant and agree that LESSOR shall not be bound to exhaust its remedies or take any action or complete any action or pursue LESSEE under the Terms of this LEASE prior to seeking compensation from Guarantor. Guarantor does hereby further agree that no dealings between LESSOR and LESSEE during the Term of the LEASE, nor any alterations or modifications to the provisions of this LEASE, no indulgences, extensions, or arrangements entered into between LESSOR and LESSEE shall in anyway affect or Guarantor's responsibility or liability to LESSOR under the Terms of this LEASE. Guarantor does hereby covenant and agree to pay to LESSEE, on demand, all sums owing under the Terms of this LEASE within ten (10) days of the receipt of receiving such demand.

15. CHANGE OF INFORMATION

LESSEE hereby acknowledges LESSOR has relied on the information supplied to it on LESSOR'S credit application form and accuracy thereof. LESSEE agrees to immediately notify LESSOR in writing of any and all changes in the information on said credit application form. LESSEE hereby acknowledges its failure to notify LESSOR shall be deemed to be default under this LEASE giving rise to all LESSOR's rights as contained in paragraph 9 of this lease agreement.

16. OPTION TO PURCHASE

Provided that LESSEE, at the end of the term of the LEASE, is not in default under the terms of this LEASE, then LESSEE shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by LESSEE to LESSOR under the terms of this LEASE including any excessive kilometer charges, if applicable, have been paid. The parties hereto do hereby agree that the said purchase price reflects the probable fair market value of the property at the expiration of the LEASE at the end of the term.

At least termination, LESSEE shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the cost of any Certificates of Mechanical Fitness.

Signing Date: 15 day of May, 2023

WITNESSED BY:

_____

_____
Narinder S. Shoker

LESSEE(S)

Riordan Leasing Inc.

Per: _____
I have the authority to bind the Corporation

8438048 Canada Inc. o/a AMG Global

_____
Narinder Shoker
I have the authority to bind the corporation.

Lease Order Form | LEASE Between: | Lease No: 0014049

Riordan Leasing Inc.
1158 King Street East, Kitchener, Ontario N2G 2N4

- and –

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

Description of Equipment:	Serial No:	Lease Start Date	Term: (in months)
2024 CIMC 53' Trailer w/ Carrier Reefer	2SHSR5327RS003249 VAP91749393	June 1, 2023	60

Monthly Lease Payment:	Downpayment:	Comments:
$2,703.89 + Taxes At lease maturity, lessee agrees to guarantee end value at $1.00 + taxes, and has the option to purchase the unit at that value.	$5,000.00	Leased in "as is, where is" condition

LESSEE hereby orders the above-described equipment on the terms and conditions contained in the attached lease.

Signing Date: 15 day of May, 2023

WITNESSED BY:

Narinder S. Shoker

Riordan Leasing Inc.

Per: _____

I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc. o/a AMG Global

Narinder Shoker
I have the authority to bind the corporation.

EXHIBIT “E”

This is **Exhibit "E"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Archived: Wednesday, May 22, 2024 10:46:37 AM
From: Stacey Martin
Sent: Thu, 2 May 2024 19:43:44
To: shoker
Cc: accounting
Subject: RE: LEGAL ACTION pending - Riordan Leasing and 8438048 Canada Inc. o/a AMG Global
Importance: High
Sensitivity: None

Hello Shoker,

I realize your account is owing arrears.
To avoid legal action I would like to speak with you to work out payment arrangements. If we can come to an arrangement I can hold the bailiff.
I can be reached at either number below.

This is an opportunity for us to fix the current situation.

Thank you,
Stacey Martin
Accounting Associate (A/R, A/P)
Customer Payments
Riordan Leasing Inc.
Riordan Car & Truck Rentals Inc.
Tel: 519-579-8193, ext 223
Cell: 226-752-8361
Fax: 519-742-1612

RIORDAN
LEASING INC

From: shoker <shoker@amgfleets.ca>
Sent: Wednesday, April 17, 2024 4:25 PM
To: Stacey Martin <Stacey@riordanleasing.com>
Cc: accounting <accounting@amgfleets.ca>; Bruce Ontario Legal Recovery (bruce@legalrecovery.ca) <bruce@legalrecovery.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing and 8438048 Canada Inc. o/a AMG Global

Good afternoon,

Thank you we will clear all payment ,

Could you please share copy lease agreement 4014027 , we want to pay it off.

Best Regards !
Shoker Ninder <IMAGE006.PNG>

"The Fine Approach For Customer Satisfaction "

AMG GLOBAL
425 Glbraltar Dr. Mississauga , ON L5T 2S9
TEL : 905 216 2939 X4 CELL : 647 962 2939 FAX : 800 878 9191
E MAIL : shoker@amgfleets.ca
Check us out on : www.amgfleets.ca Facebook

Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be privileged. It is intended solely for the addressee. If the reader of this message is not the intended recipient, any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *Quotes are subject to equipment availability and are not guaranteed for any length of time unless otherwise stated.* *Waiting Time Billed At $50 /HR After 2 Hours of Waiting. No cap limit will be followed, waiting will be billed hourly for as long as trailer not offloaded or loaded. Confirmations sent to us the following day without notice will not be given consideration.*

We have over 120,000 sq. ft. Space avaialble immediately for warehousing and storage Long term or short term . We do Crossdock , Handle all kind shipments , Reefers , Dry vans , Containers as well

---

From: Stacey Martin <Stacey@riordanleasing.com>
Sent: Wednesday, April 17, 2024 3:58 PM
To: shoker <shoker@amgfleets.ca>
Cc: accounting <accounting@amgfleets.ca>; Bruce Ontario Legal Recovery (bruce@legalrecovery.ca) <bruce@legalrecovery.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing and 8438048 Canada Inc. o/a AMG Global
Importance: High

Hello Shoker,

An account statement is attached showing an outstanding balance of **$ 24,130.87**
Included on the statement are April's lease payments which were returned NSF this morning, along with legal costs. Riordan Leasing's bailiff visited your premises last week, so you are aware your account was sent to legal due to default on payment.
Legal action will continue until the account balance is paid in full. I would strongly suggest that you make every effort to bring the account current as quickly as possible.

Thank you,
Stacey Martin
Accounting Associate (A/R, A/P)
Customer Payments
Riordan Leasing Inc.
Riordan Car & Truck Rentals Inc.
Tel: 519-579-8193, ext 223
Cell: 226-752-8361
Fax: 519-742-1612

RIORDAN
LEASING INC

From: shoker <shoker@amgfleets.ca>
Sent: Wednesday, April 17, 2024 2:44 PM
To: Stacey Martin <Stacey@riordanleasing.com>
Cc: accounting <accounting@amgfleets.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing - Notice of past due payment

Good afternoon,

Could you please share outstanding balance till today.

Best Regards !
Shoker Ninder <IMAGE006.PNG>

DIRECTOR OF LOGISTICS

<image007.jpg>
"The Fine Approach For Customer Satisfaction "

AMG GLOBAL
425 Glbraltar Dr. Mississauga , ON L5T 2S9
TEL : 905 216 2939 X4 CELL : 647 962 2939 FAX : 800 878 9191
E MAIL : shoker@amgfleets.ca
Check us out on : www.amgfleets.ca Facebook

<image008.png>
Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be privileged. It is intended solely for the addressee. If the reader of this message is not the intended recipient, any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *Quotes are subject to equipment availability and are not guaranteed for any length of time unless otherwise stated.* *Waiting Time Billed At $50 /HR After 2 Hours of Waiting. No cap limit will be followed, waiting will be billed hourly for as long as trailer not offloaded or loaded. Confirmations sent to us the following day without notice will not be given consideration.*

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From: shoker
Sent: Wednesday, April 17, 2024 2:07 PM
To: Stacey Martin <Stacey@riordanleasing.com>
Cc: accounting <accounting@amgfleets.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing - Notice of past due payment

Good afternoon,

Sorry I was away from office last week , came back today.

We will release payment of $7000 today and will clear remaining balance by next week.

1. Payment will be made by e-transfer to below email **payments@riordanleasing.com**

Thank you for your cooperation .

Best Regards !

Shoker Ninder <IMAGE006.PNG>

DIRECTOR OF LOGISTICS

<image007.jpg>
"The Fine Approach For Customer Satisfaction "

AMG GLOBAL
425 Glbraltar Dr. Mississauga , ON L5T 2S9
TEL : 905 216 2939 X4 CELL : 647 962 2939 FAX : 800 878 9191
E MAIL : shoker@amgfleets.ca
Check us out on : www.amgfleets.ca Facebook

<image008.png>

Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be privileged. It is intended solely for the addressee. If the reader of this message is not the intended recipient, any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *Quotes are subject to equipment availability and are not guaranteed for any length of time unless otherwise stated.* *Waiting Time Billed At $50 /HR After 2 Hours of Waiting. No cap limit will be followed, waiting will be billed hourly for as long as trailer not offloaded or loaded. Confirmations sent to us the following day without notice will not be given consideration.*

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EXHIBIT “F”

This is **Exhibit "F"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAE451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Electronically issued / Délivré par voie électronique : 21-Jun-2024
London Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL
and NARINDER SHOKER

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period of serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF(S) CLAIM AND **$1,000.00** for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount for costs is excessive, you may pay the plaintiff(s) claim and $700.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: June 21, 2024

Issued by:

Registrar
- Civil / L & T
Superior Court of Justice
Ground Floor, Unit "A"
80 Dundas Street
London ON N6A 6A3

TO: **8438048 Canada Inc.**
o/a AMG Global
425 Gibraltar Drive
Mississauga, ON L5T 2S9

Narinder Shoker
6 Darou Crescent
Brampton, ON L6R 0N

CLAIM

1. The Plaintiff, Riordan Leasing Inc. ("**Riordan**") claims from the Defendants:

   (a) payment of the sum of $324,999.92 owing as of May 22, 2024;

   (b) pre-judgment and post-judgment interest on the sum of $324,999.92 at the rate of 18% per annum from May 22, 2024 to the date of payment, in full

   c) an interim and final order for possession for the equipment described below;

   (d) costs of this action; and

   (e) such further and other relief as to this Honourable Court may seem just.

2. Riordan is an equipment finance company incorporated pursuant to the laws of the Province of Ontario, having its head office in the City of Kitchener.

3. The Defendant, 8438048 Canada Inc. o/a AMG Global ("**AMG Global**"), is a company incorporated pursuant to the laws of Canada. AMG Global is indebted to Riordan pursuant to the terms of three Lease Agreements entered into with the Plaintiff.

4. The Defendant, Narinder Shoker, is an individual residing in the City of Brampton, in the Province of Ontario. Mr. Shoker is indebted to Riordan pursuant to the terms of three Lease Agreements entered into with the Plaintiff.

LEASE AGREEMENTS

5. Riordan and the Defendants entered three lease agreements (the "**Lease Agreements**") for equipment as follows:

   a. A Lease Agreement dated June 17, 2020, for the lease of one 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000, w/ TK SB330 Reefer, Serial No. 6001163419;

   b. A Lease Agreement dated May 15, 2023, for the lease of one 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351; and

   c. A Lease Agreement dated May 15, 2023, for the lease of one 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393

   (the "**Equipment**").

SECURITY AGREEMENT

6. As security for the lease of the Equipment, the Defendants granted a security interest in all equipment of the Defendants to the Plaintiff dated May 15, 2023 (the "**Security Agreement**").

7. Riordan relies upon all the terms of the Lease Agreements and Security Agreement.

8. Riordan perfected its security interest in the Lease Agreement by registering Financing Statements pursuant to the provisions of the *Personal Property Security Act (Ontario)*.

DEFAULT

9. The Defendants subsequently defaulted on the payment obligations owing to Riordan pursuant to the terms of the Lease Agreements. After the default, the Plaintiff took steps to recover the Equipment including, but not limited to, the appointment of a Bailiff to attend to take possession of the Equipment.

10. The Defendants have been uncooperative with the Bailiff and it is the Plaintiff's belief that the Defendants are conspiring to hide and convert the Equipment and to defraud the Plaintiff from the recovery of same. Further details of this activity will be described prior to trial.

11. The Plaintiff states that a demand letter and a section 244 *Bankruptcy and Insolvency Act* notice dated May 22, 2024 were made upon the Defendants, and they have failed and refused to pay their obligation to the Plaintiff

12. Riordan is entitled to possession of the Equipment in the event of a default pursuant to the terms of the Lease Agreements.

13. The amount due and owing by the Defendants to Riordan pursuant to the terms of the Lease Agreements is $324,999.92 as of May 22, 2024 with interest accruing on the sum of $324,999.92 at the rate of 18% from May 22, 2024 to the date of payment, in full.

14. To date, the Defendants have refused or otherwise neglected to deliver up possession of the Equipment.

15. Riordan pleads and relies on Rules 37 and 44 of the *Rules of Civil Procedure* R.R.O. 1990, Reg. 194, s.104 and 141 of the *Courts of Justice Ac*t, R.S.O. 1990 c.C.43, as amended.

16. Riordan requests that the trial of this action be heard in the City of London in the Province of Ontario.

Date: June 21, 2024

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com

Lawyers for the Plaintiff

RIORDAN LEASING INC. - and- 8438048 CANADA INC. ET AL

Plaintiff Defendants

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

STATEMENT OF CLAIM

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

EXHIBIT “G”

This is **Exhibit "G"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL
and NARINDER SHOKER

Defendants

MOTION RECORD
(EX PARTE)

HARRISON PENSA LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff

Court File No. CV-24-0000-1998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL
and NARINDER SHOKER

Defendants

I N D E X

TAB NO.

Notice of Motion, returnable July 5, 2024	1
Affidavit of Regan Hoskin sworn June 26, 2024	2
Affidavit of James Heritage sworn June 26, 2024	3

Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL and NARINDER SHOKER

Defendants

NOTICE OF MOTION

The Plaintiff, Riordan Leasing Inc. ("**Riordan**") will make a motion without notice to a Judge on Friday, the 5th day of July, 2024, at 10:00 a.m. or as soon after that time as the motion can be heard at the Court house, at 80 Dundas Street, London, Ontario N6A 6A3.

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

☐In writing under subrule 37.12.1 (1) because it is on consent, unopposed or made without notice;

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

☐In person;

☐By telephone conference;

☒By video conference.

at the following location:

On July 5, 2024 at 10:00 a.m., or as soon after that time as the Motion can be heard by judicial teleconference at London, Ontario, video conference details to be provided prior.

THE MOTION IS FOR:

1. An Order abridging the time for filing and confirmation of this Motion Record;

2. An Order that Riordan is entitled to immediate and interim possession of:

    a. 2015 Wabash 53’ Trailer, Serial No. 1JJV532B2FL866000 w/ TK SB330 Reefer, Serial No. 6001163419;

    b. 2024 CIMC 53’ Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351; and

    c. 2024 CIMC 53’ Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393

    (the “**Equipment**”).

3. An Order compelling the Defendants to provide particulars as to the whereabouts of the Equipment to the Plaintiff, their bailiff, Bruce Godbehere, Ontario Legal Recovery Ltd. (the “**Bailiff**”), the Sheriff of the Regional Municipality of Peel, or in any other jurisdiction in Ontario (the “**Sheriff**”), and/or the police, in which the Equipment is located;

4. An Order that the Defendants are to provide the Plaintiff, the Bailiff, the Sheriff and/or the police access to the premises where the Equipment is located at any location as may reasonably be expected where the Equipment may be located including, but not limited to:

    1. 425 Gibraltar Drive, Mississauga, Ontario;

    2. 6 Darou Crescent, Brampton, Ontario.

    This includes the entrance to any locked premises, garages and the entry into gated yards, and the removal of any equipment (including forklifts or other vehicles or stationary trailers) that may be blocking the recovery of the Equipment for the purpose of removing same.

5. An Order that the Plaintiff pay any costs and damages which are found to be owing to the Defendants as a result of the issuance of this Order and taking of possession of the Equipment.

6. An Order that the Plaintiff, the Bailiff and/or the Sheriff are to hold the Equipment and not take any steps to sell the Equipment without a further Order of this Honourable Court.

7. An Order that the Plaintiff will use its best efforts to serve the motion materials leading to this Order and this Order on the Defendants by personal service, regular mail, courier and email (where available) to the last known address of the Defendants.

8. Cost of this motion on a substantial indemnity basis.

9. An Order that this matter be adjourned sine die to a future date to be set by the Plaintiff for the purpose of reporting back to the court and obtaining further directions.

10. Such further and other relief as counsel may advise and this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. Riordan and the Defendants entered three Lease Agreements as follows:

    a. A Lease Agreement dated June 17, 2020, for the lease of one 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000, w/ TK SB330 Reefer, Serial No. 6001163419;

    b. A Lease Agreement dated May 15, 2023, for the lease of one 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351; and

    c. A Lease Agreement dated May 15, 2023, for the lease of one 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393

    (the "**Lease Agreements**").

2. Riordan perfected its security interest in the Equipment by registering Financing Statements pursuant to the provisions of the *Personal Property Security Act (Ontario)*.

3. The Defendants subsequently defaulted on the payment obligations owing to Riordan.

4. Riordan is entitled to possession of the Equipment in the event of a default pursuant to the terms of the Lease Agreements.

5. The Defendants have refused to deliver up possession of the Equipment and are preventing the Plaintiff from recovering the Equipment.

6. Rules 37 and 44 of the *Rules of Civil Procedure* R.R.O. 1990, Reg. 194, s.104 and 141 of the *Courts of Justice Ac*t, R.S.O. 1990 c.C.43, as amended.

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

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion

1. The Affidavit of Regan Hoskin sworn June 26, 2024;
2. The Affidavit of James Heritage sworn June 26, 2024
3. Such further and other evidence as this Honourable Court deems just and the circumstances require.

June 26, 2024

HARRISON PENSA LLP
Barristers & Solicitors
130 Dufferin Avenue, Suite 1101

K. Daniel Reason
Tel : (519) 679-9660
Email: dreason@harrisonpensa.com

Lawyers for the Plaintiff

RIORDAN LEASING INC. - and- 8438048 CANADA INC. ET AL

Plaintiff

Defendants

Court File No. CV-24-00001998-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

NOTICE OF MOTION

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

TAB 2

Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL and NARINDER SHOKER

Defendants

AFFIDAVIT OF REGAN HOSKIN

I, Regan Hoskin, of the Town of Waterdown, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President with the Plaintiff, Riordan Leasing Inc. (hereinafter the "**Plaintiff**" or "**Riordan**") and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

THE PARTIES

2. Riordan is an equipment finance company incorporated pursuant to the laws of the Province of Ontario having its head office in the City of Kitchener, Ontario. The Corporate Profile Report for Riordan is attached hereto to this my affidavit and marked as **Exhibit "A"**. Riordan's equipment finance portfolio size is valued at approximately $55,000,000.00. Attached hereto as Exhibit "A" is a true copy of the Corporate Profile of Riordan.

3. The Defendant, 8438048 Canada Inc. o/a AMG Global ("**AMG Global**"), is a company incorporated pursuant to the laws of the Province of Ontario. AMG Global is indebted to Riordan pursuant to the terms of three Lease Agreements entered into with the Plaintiff. The Corporate Profile Report for AMG Global is attached hereto as **Exhibit "B"**.

4. The Defendant, Narinder Shoker ("**Mr. Shoker**") is an individual residing in the City of Brampton, in the Province of Ontario. Mr. Shoker is indebted to Riordan pursuant to the terms of three Lease Agreements entered into with the Plaintiff. Mr. Shoker is the sole director of AMG Global.

LEASE AGREEMENT

5. Riordan and the Defendants entered three lease agreements (the "**Lease Agreements**") for equipment as follows:

   a) A Lease Agreement dated June 17, 2020, for the lease of one 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000, w/ TK SB330 Reefer, Serial No. 6001163419;

b) A Lease Agreement dated May 15, 2023, for the lease of one 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351; and

c) A Lease Agreement dated May 15, 2023, for the lease of one 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393;

(the "**Equipment**").

Attached hereto as **Exhibit "C"** are true copies of the Lease Agreements.

SECURITY AGREEMENT

6. As security for the lease of the Equipment, the Defendants granted a security interest in all equipment of the Defendants to the Plaintiff by way of a security agreement dated May 15, 2023 (the "**Security Agreement**"). Attached hereto as **Exhibit "D"** is a true copy of the Security Agreement.

7. Riordan relies upon all the terms of the Lease Agreements and Security Agreement.

8. Riordan perfected its security interest in the Lease Agreements by registering Financing Statements pursuant to the provisions of the *Personal Property Security Act (Ontario)*. Attached hereto to this my Affidavit and marked as **Exhibit "E"** are a true copies of the Financing Statements evidencing the Plaintiff's PPSA registrations for the Equipment.

DEFAULT

9. The Defendants subsequently defaulted on the payment obligations owing to the Plaintiff pursuant to the terms of the Lease Agreement. As a result of the default of the Defendants, Riordan has the right to take immediate possession of the Equipment.

10. Sections in the Lease Agreement state, in part, as follows:

> "1. **Leased equipment, rental payment and term:** …This Agreement is one of leasing only, and Lessee shall not have or acquire any right, title or interest in or to the Equipment except the right to use or operate it as provided herin."
>
> "10**. Default**: The is of the essence of this Agreement and in the event that Lessee fails to notify Lessor in writing as required in clause 14 hereto or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of Lessee's bankruptcy or insolvency, or if the leased equipment be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of Lessor, its rights in the leased equipment in any way shall be prejudiced or rendered insecure, Lessor shall have the right to take immediate possession of the equipment wherever found, with or without process of law, and to terminate the lease, with respect to such equipment, and lessee hereby expressly authorizes lessor and its agents to enter on any premises where the equipment may be found for the purpose of repossessing such equipment and expressly waives any further interest

in the equipment and any right of auction arising out of such entry and repossession. Lessor shall not be liable in damages for any termination pursuant to this paragraph. Such termination and repossession may be done without any notice upon such default. Lessee shall, however, upon termination pursuant to this paragraph, be immediately responsible for the payment of all amounts due under the lease agreement through to the end of the term, together with the costs and expenses of such repossession and the cost of refurbishing the equipment and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of Lessee's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason Lessor is unable to resell or re-let such equipment, then Lessee shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any equipment fully repossessed shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease, and Lessor may sell or lease any such repossessed Equipment with or without advertisement, at public or private sale, and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in Lessor's favour, existing by law."

"16. **Option to purchase:** Provided that Lessee, at the end of the term of

the Lease, is not in default under the terms of this Lease, then Lessee shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by Lessee to Lessor under the terms of this Lease including any excessive kilometer charges, if applicable, have been paid. The Parties hereto do hereby agree that the said purchase price reflects the probably fair market value of the property at the expiration of the Lease at the end of the term.

At lease termination, Lessee shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the costs of any Certificate of Mechanical Fitness.

BAILIFF

11. After the default, Riordan engaged its Bailiff, James Heritage of Ontario Legal Recovery Ltd. (the "**Bailiff**") to assist with the recovery of the Equipment.

12. I am advised by the Bailiff and verily believe that he has been unable to locate and seize the Equipment. He advises me that on or about April 11, 2024, he did attend at AMG Global's registered office address at 425 Gibraltar Drive, Mississauga and spoke to Mr. Shoker. Mr. Shoker advised him that arrears would be paid by 2:00 pm on April 12, 2024, or he would surrender the equipment. Additional details of the Bailiff's attempt to recover possession the Equipment are included in the Affidavit of James Heritage, enclosed in these materials for additional information about the.

13. On April 17, 2024, Stacey Martin, an Accounting Associate at Riordan, received an email from Mr. Shoker regarding payment for overdue amounts owed to Riordan. Ms. Martin and Mr. Shoker emailed each other several times regarding the default ending in an email from Ms. Martin to Mr. Shoker on May 2, 2024. I was advised by Stacey Martin and verily believe that Mr. Shoker stopped responding following the May 2, 2024 email. Attached hereto as **Exhibit "F"** are the emails between Ms. Martin and Mr. Shoker.

14. The Bailiff advises me that he re-attended at 425 Gibraltar Drive on April 26, 2024, and none of Riordan's units were on site.

DEMAND

15. A demand letter and section 244 *Bankruptcy and Insolvency Act* notice dated were issued and served on the Defendants by Harrison Pensa on the Plaintiff's behalf. I was told by Daniel Reason, lawyer at Harrison Pensa, and verily believe that there was no response to the demand. Attached hereto as **Exhibit "G"** is the demand letter and section 244 notice.

16. The Defendants have not made payment and have refused to release the equipment. The Defendants have unlawfully detained the Equipment to Riordan's detriment. The value of the Equipment continues to depreciate while the Defendants utilize the Equipment without remitting payment.

AMOUNT DUE AND OWING

17. The amount due and owing by the Defendants pursuant to the terms of the Lease

Agreements is $324,999.92 as of May 22, 2024, with interest accruing on the sum of $324,999.92 at the rate of 18% from May 22, 2024 to the date of payment, in full. Attached hereto as **Exhibit "H"** is a true copy of an Account Statement for each of the Trailers.

18. I believe that 425 Gibraltar Drive, Mississauga, as the corporate office address for AMG Global, should be an address that the Order for possession is directed to as well as 6 Darou Crescent, Brampton, the service address for Mr. Shoker.

RATIONALE FOR URGENT MOTION WITHOUT NOTICE

19. This matter is urgent and should be heard without notice as the Plaintiff is concerned that the Defendants will remove and hide or liquidate the Equipment if they are advised of the motion for possession.

20. The Plaintiff is concerned that the Defendants will sell the Equipment that they have refused to return, and therefore the Plaintiff requests that this matter be considered urgent.

21. If the Equipment is in good condition, the approximate estimated value for same in the current market would be $202,000.00.

JUSTIFICATION FOR DISPENSING WITH SECURITY

22. As stated previously, the Equipment Finance portfolio size of the Plaintiff is $55,000,000.00. There are more than sufficient assets within the Plaintiff's possession to pay any damages, costs and expenses which may arise in favour of the Defendants in these proceedings.

23. The Plaintiff undertakes to forthwith pay any damages and costs ordered by the Court.

24. Furthermore, the Plaintiff undertakes to return to Court prior to taking any steps to sell the Equipment referenced in these proceedings. At that time the Court will be brought up to date on what has happened since the making of the Order. In the interim, the Equipment will be stored by the Plaintiff in secure premises.

25. The Plaintiff will also use its best efforts to serve all motion materials and the Court Order arising from this motion, both personally (at any last known addresses of the Defendants) and by regular mail to the last known addresses of the Defendants.

***Sworn* or *Affirmed* before me:** ☐ in person OR ☒ by video conference

by Regan Hoskin of the City of Kitchener, in the Province of Ontario, before me at the City of London in the Province of Ontario, on June 26, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
A3A6BA2E7106407...

Signature of Commissioner (or as may be)

DocuSigned by:
Regan Hoskin
0A40C54D70FC4BE...

REGAN HOSKIN

Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL
and NARINDER SHOKER

Defendants

EXHIBITS

TAB “A” to “H” ARE THE
EXHIBITS TO THE AFFIDAVIT OF
REGAN HOSKIN
SWORN THIS 26 DAY OF JUNE, 2024

DocuSigned by:
A3A8BA2E7108407...

A Commissioner for taking Affidavits

EXHIBIT “A”

Transaction Number: APP-A10509868812
Report Generated on June 26, 2024, 15:47

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

RIORDAN LEASING INC. as of June 26, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	RIORDAN LEASING INC.
Ontario Corporation Number (OCN)	268457
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation/Amalgamation	March 28, 1973
Registered or Head Office Address	1158 King Street East, Kitchener, Ontario, N2G 2N4, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	REGAN HOSKIN
Address for Service	1279 Stephenson Drive, Burlington, Ontario, L7S 2B5, Canada
Resident Canadian	Yes
Date Began	January 15, 2021

Name	JEFFREY TAYLOR
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Resident Canadian	Yes
Date Began	November 01, 2006

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	REGAN HOSKIN
Position	President
Address for Service	1279 Stephenson Drive, Burlington, Ontario, L7S 2B5, Canada
Date Began	January 15, 2021

Name	JEFFREY TAYLOR
Position	Secretary
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Date Began	November 01, 2006

Name	JEFFREY TAYLOR
Position	Treasurer
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Date Began	November 01, 2006

Name	JEFFREY TAYLOR
Position	Vice-President
Address for Service	116 Highbluff Lane, Thornbury, Ontario, N0H 2P0, Canada
Date Began	March 24, 1997

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	RIORDAN LEASING INC.
Effective Date	February 08, 1996
Previous Name	C. T. R. TRUCK SERVICE INC.
Effective Date	Refer to Corporate Records

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2023 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2022 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2020 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2019 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2018 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2017 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2016 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2015 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2014 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2013 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2012 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2011 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2010 PAF: REGAN HOSKIN	January 23, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Annual Return - 2009 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2000 PAF: REGAN HOSKIN	January 23, 2024
Annual Return - 2021 PAF: Regan HOSKIN	May 10, 2022
CIA - Notice of Change PAF: REGAN HOSKIN - DIRECTOR	March 04, 2021
BCA - Articles of Amendment	December 23, 2020
CIA - Notice of Change PAF: JEFFREY TAYLOR - DIRECTOR	October 17, 2017
CIA - Notice of Change PAF: JEFFREY TAYLOR - DIRECTOR	December 31, 2013
CIA - Notice of Change PAF: GLENN R. LUDWIG - OTHER	July 18, 2011
CIA - Notice of Change PAF: GLENN R. LUDWIG - OTHER	June 24, 2011
BCA - Articles of Amendment	April 26, 2011
Annual Return - 2008 PAF: JEFFREY D TAYLOR - DIRECTOR	July 09, 2009
Annual Return - 2007 PAF: JEFFREY D TAYLOR - DIRECTOR	April 08, 2008
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	October 24, 2007
Annual Return - 2006 PAF: JEFFREY D TAYLOR - DIRECTOR	June 11, 2007
Annual Return - 2005 PAF: JEFFREY D TAYLOR	March 11, 2006
Annual Return - 2004	March 19, 2005

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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PAF: JEFFREY D TAYLOR

Annual Return - 2003 PAF: JEFFREY D TAYLOR - OFFICER	February 15, 2004
Annual Return - 2002 PAF: JEFFREY D TAYLOR - OFFICER	March 18, 2003
Annual Return - 2001	September 02, 2002
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	March 17, 2000
BCA - Articles of Amendment	January 28, 2000
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	May 14, 1999
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	October 03, 1997
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - OTHER	April 21, 1997
BCA - Articles of Amendment	February 08, 1996
CIA - Notice of Change PAF: W. PHILLIP TAYLOR - DIRECTOR	August 03, 1995
Other - SPECIAL NOTICE 2 PAF: OTHER	May 09, 1994
Other - SPECIAL NOTICE PAF: NOEL LESLIE WAKELY - Others	August 06, 1993
CIA - Notice of Change PAF: GLENN RUSSELL LUDWIG - Others	December 15, 1992
CIA - Notice of Change PAF: W. PHIL TAYLOR - Director	December 08, 1992
BCA - Articles of Amendment	November 30, 1992
CPCV - Corporate Conversion ADD	June 27, 1992

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

EXHIBIT “B”

Innovation, Science and Economic Development Canada
Corporations Canada

Innovation, Sciences et Développement économique Canada
Corporations Canada

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D.Howe
235 rue Queen
Ottawa ON K1A 0H5

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-05-22 11:04 AM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION / RENSEIGNEMENTS CORPORATIFS

Corporate name		**Dénomination**
	8438048 CANADA INC.	
Corporation number	843804-8	**Numéro de société ou d'organisation**
Business number	828375535RC0001	**Numéro d'entreprise**
Governing legislation		**Régime législatif**
	Canada Business Corporations Act (CBCA) - 2013-02-15	
	Loi canadienne sur les sociétés par actions (LCSA) - 2013-02-15	
Status		**Statut**
	Active	
	Active	

REGISTERED OFFICE ADDRESS / ADRESSE DU SIÈGE

425 Gibraltar Drive
Mississauga ON L5T 2S9
Canada

ANNUAL FILINGS / DÉPÔTS ANNUELS

Anniversary date (MM-DD)	02-15	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	02-15 to/au 04-16	(MM-JJ) **Période de dépôt**

Status of annual filings / **Statut des dépôts annuels**

Overdue	2024	En retard
Filed	2023	Déposé
Filed	2022	Déposé

Date of last annual meeting (YYYY-MM-DD)	2023-01-11	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type	**Type**
Non-distributing corporation with 50 or fewer shareholders	
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	**Nombre minimal**
Maximum number	10	**Nombre maximal**
Current number	1	**Nombre actuel**
NARINDER SHOKER	6 DAROU CRES, BRAMPTON ON L6R 0N7, Canada	

CORPORATE HISTORY / HISTORIQUE CORPORATIF

Corporate name history (YYYY-MM-DD) (AAAA-MM-JJ) **Historique de la dénomination**

2013-02-15 to present / à maintenant	8438048 CANADA INC.

Certificates issued (YYYY-MM-DD) (AAAA-MM-JJ) **Certificats émis**

Certificate of Incorporation	2013-02-15	Certificat de constitution en société
Certificate of Dissolution	2018-12-16	Certificat de dissolution
Certificate of Revival	2019-04-29	Certificat de reconstitution

Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.

Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.

Documents filed (YYYY-MM-DD) (AAAA-MM-JJ) **Documents déposés**

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

EXHIBIT “C”

Riordan Leasing Inc.
1158 King Street East
Kitchener, Ontario N2G 2N4

DATE OF DELIVERY:

May 11, 2023

CUSTOMER NAME:

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker

YEAR/MAKE/MODEL:

2024 CIMC 53' Trailer w/ Carrier Reefer

ADDRESS:

425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

SERIAL NUMBER(S):

2SHSR5325RS003248
VAP91748351

PROVINCE OF TITLE:

ON

LICENSE NUMBER:

EQUIPMENT:

As Equipped

I certify that the equipment listed above is equipped as stated and in satisfactory condition and that I have accepted delivery as of the date indicated above.

Witness

X
Lessee

LEASE NO: 0014048

LEASE AGREEMENT

BETWEEN:

Address:	**Riordan Leasing Inc.** 1158 King Street East, Kitchener, Ontario N2G 2N4	("LESSOR")
	- and -	
Address:	**8438048 Canada Inc. o/a AMG Global** **Narinder S. Shoker** 425 Gibraltar Drive Mississauga, ON L5T 2S9 Canada	("LESSEE")
	- and -	
Address:		("GUARANTOR")
	- and -	
Address:		("GUARANTOR")

1. LEASED EQUIPMENT, RENTAL PAYMENT AND TERM:

LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease from LESSOR, the EQUIPMENT specified on the LEASE ORDER FORM attached hereto, executed by LESSEE, and accepted by LESSOR, at the Monthly Lease Payment specified on each Order Form, plus all applicable sales or like taxes, said Order Form is incorporated herein by reference and is hereinafter referred to as "LESSEE's Order". The Term "EQUIPMENT" when used in this Agreement shall mean the EQUIPMENT shown on LESSEE's Order leased hereunder by LESSEE.

LESSEE agrees to pay each total monthly rental charge, in advance without deduction, set-off or counterclaim. In addition, LESSEE agrees that in the event that during the Term of this LEASE there are any increase in sales taxes or other taxes applicable to this LEASE, that the monthly lease charge shall be increased in accordance with the amount of such tax increase. If the Delivery Date is other than the first or last day of the month, the monthly rate shall be prorated for that month.

The normal Term of this LEASE with respect to the EQUIPMENT shall be as specified in LESSEE's Order, and shall commence on the delivery date of such EQIUPMENT. The first payment of rent shall be made on the day the Term commences provided that LESSEE shall also pay the deposit shown on LESSEE's Order at the time of the signing of this Agreement to be applied towards the monthly rentals upon the expiration of this LEASE. This Agreement is one of leasing only, and LESSEE shall not have or acquire any right, title or interest in or to the EQUIPMENT except the right to use or operate it as provided herein.

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2. MAINTENANCE AND REPAIRS:

LESSEE shall keep and maintain the EQUIPMENT in good operating condition and working order and shall perform all preventative maintenance required to ensure full validation of the Manufacturer's Warranty.

LESSEE shall be responsible for the cost of all maintenance, washing, polishing, and storage to the extent necessary to maintain the EQUIPMENT in good condition and further, LESSEE shall be required and responsible to pay for all operating costs and expenses with respect to the said EQUIPMENT. In the event that the EQUIPMENT includes a MOTORIZED VEHICLE, LESSEE shall maintain proper oil, battery, and cooling levels and protection against freezing of the radiator and engine, LESSEE shall further not alter or adjust the odometer, emission control EQUIPMENT or any items that may nullify the Manufacturer's Warranty on the Vehicle. LESSEE will pay for all maintenance and be solely responsible for the condition and operation of the EQUIPMENT, and will be solely responsible to deal with the manufacturer as a result of any defects or Warranty claims. It is understood that LESSOR makes no representations or warranties with respect to the condition or fitness of the EQUIPMENT. LESSEE shall comply in all respects with the terms and conditions of any warranty provided by the manufacturer.

3. INSURANCE:

LESSEE shall procure and maintain insurance for the EQIUPMENT during the Term of the LEASE with a Company satisfactory to LESSOR. Prior to the delivery of any EQUIPMENT, proof of insurance shall be provided by LESSEE to LESSOR.

Such insurance must provide for Third Party Liability Coverage for bodily injury or death or damage to property of others with limits of not less than the amount agreed upon in the SCF-1 Form which forms part of this lease, and where the EQUIPMENT includes a MOTORIZED VEHICLE, must further provide for Collision insurance with not more than $500.00 deductible with respect to car and light trucks or $500.00 deductible with respect to medium truck or $5,000.00 deductible on heavier trucks. In addition, for all EQUIPMENT, Comprehensive insurance must be obtained including coverage for fire and theft. LESSEE shall pay for all repairs made necessary by accident or collision or mischief or any other cause which are not covered by insurance. LESSEE shall be solely responsible to make any claims to take any action with respect to obtaining the proceeds of insurance upon any loss or damage to the EQUIPMENT. All such insurance must provide that the insurer will notify LESSOR immediately in the event the insurance should be materially altered or cancelled, and LESSOR may (but shall not be obligated to) secure insurance protection at LESSEE's expense. LESSEE shall comply with all the Terms and Conditions of the insurance policy, including the immediate reporting of all accidents, to the insurer and shall report any such accidents also to LESSOR, and in addition, LESSEE shall do all things necessary or proper to protect or preserve LESSOR's right as a name insured in the said insurance policy.

All insurance policies covering the said EQUIPMENT shall be endorsed to protect, as their interest may appear, LESSEE, LESSOR and any other person having an interest in the EQUIPMENT. LESSOR will be named as an additional insured in all such policies and be the loss payee on all such policies. Notwithstanding the obtaining of such insurance, LESSEE does hereby acknowledge that LESSEE shall be fully responsible to LESSOR during the Term of the LEASE and upon the Expiration of Termination thereof for the condition and proper maintenance of the EQUIPMENT and shall further indemnify and save harmless LESSOR from any loss or damage to the EQUIPMENT or to other parties or persons as a result of any use of the said EQUIPMENT.

4. TAXES, LICENSING AND REGISTRATION:

The cost of all licensing, registration of the EQUIPMENT in LESSOR's name and taxes, shall be paid be LESSEE, and LESSEE shall pay all their taxes and / or government assessments, fees and changes imposed on or in connection with any EQUIPMENT operated pursuant to this Agreement. LESSOR shall pay and bear all net income taxes on rent payable hereunder.

5. VEHICLE AS IS:

LESSEE selected the Vehicle. LESSOR purchased the vehicle from the vendor in accordance with LESSEE instructions. LESSEE is leasing the Vehicle "as is". LESSOR is not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. LESSEE agrees that LESSOR has made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to LESSERR with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use quality or fitness for any particular purpose.

6. DELIVERY AND RETURN OF EQUIPMENT:

Delivery and return of the EQUIPMENT shall be at LESSOR's place of business. Any structural alteration, special EQUIPMENT or material alteration in painting, lettering or artwork thereafter required by LESSEE shall be added only with the prior written approval of LESSOR and shall be removed prior to the end of the LEASE Term if requested be LESSOR at LESSEE's expense.

LESSEE agrees to return the EQUIPMENT at the end of the LEASE Term, or any extension thereof, or upon earlier Termination of the LEASE, in good operating condition and working order, free from any collision or other physical damage. LESSEE agrees to pay LESSOR its costs of repairing or replacing any damage to the EQUIPMENT, ordinary wear excepted.

7. USE OF EQUIPMENT:

LESSEE shall permit the EQUIPMENT to be used or operated only by safe, careful and authorized persons, and in the event the EQUIPMENT includes a MOROTIZED VEHICLE, such operators must be licensed and authorized to drive the Vehicle. LESSEE agrees upon written complaint from LESSOR specifying any excessive collision claims or an indication of any other incompetence by or of any driver or operator, that LESSEE shall immediately take such action as is necessary to correct these conditions. LESSEE shall not permit any EQUIPMENT to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.

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8. INDEMNITY:

LESSEE shall defend, indemnify and hold harmless LESSOR and the officers and employees of the LESSOR from and against any damage, loss, theft or destruction of any EQUIPMENT, and against all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of EQUIPMENT during the LEASE Term.

9. LESSEE'S DAMAGES:

LESSOR shall not be responsible to LESSEE or its agents, servants or employees for any loss of business or other damage caused by the EQUIPMENT or for any time lost in the repairing or replacing any of the EQUIPMENT, nor for any loss, injury or damage arising out of or relating to the LESSOR'S failure to deliver EQUIPMENT pursuant hereto by reason of strikes or other causes beyond the control of LESSOR.

10. DEFAULT:

The is of the essence of this Agreement and in the event that LESSEE fails to notify LESSOR in writing as required in clause 14 hereof or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of LESSEE's bankruptcy or insolvency, or if the leased EQUIPMENT be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of LESSOR, its rights in the leased EQUIPMENT in any way shall be prejudiced or rendered insecure, LESSOR shall have the right to take immediate possession of the EQUIPMENT wherever found, with or without process of law, and to Terminate the LEASE, with respect to such EQUIPMENT, and LESSEE hereby expressly authorizes LESSOR and its agents to enter on any premises where the EQUIPMENT may be found for the purpose of repossessing such EQUIPMENT and expressly waives any further interest in the EQUIPMENT and any right of action arising out of such entry and repossession. LESSOR shall not be liable in damages for any Termination pursuant to this Paragraph. Such Termination and Repossession may be done without any notice upon such default. LESSEE shall, however, upon Termination pursuant to this Paragraph, be immediately responsible for the payment of all amounts due under the LEASE Agreement through to the end of the Term, together with the costs and expenses of such repossession and the cost of refurbishing the EQUIPMENT and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of LESSEE's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason LESSOR is unable to resell or relet such EQUIPMENT, then LESSEE shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any EQUIPMENT fully repossessed shall not affect LESSOR'S right to recover from LESSEE all damages which LESSOR may have suffered by reason of LESSEE's breach of any provision of this LEASE, and LESSOR may sell or lease any such repossessed EQUIPMENT with or without advertisement, at public or private sale, and without notice thereof to LESSEE. The rights and remedies of LESSOR in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in LESSOR's favour, existing by law.

11. GENERAL AND MISCELLANEOUS:

This LEASE shall be binding on the parties, their heirs, executors, administrators and their legal representatives, successors and permitted assigns. LESSEE may not assign or enter into any sublease with respect to this LEASE of the Equipment. This Agreement may not be amended or altered in any matter except in writing signed by both parties. No forbearance to exercise any rights or privileges, under this Agreement or waiver of any breach of any of its Terms shall be construed as a waiver of any such Terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if not such forbearance or waiver had occurred. This LEASE or its interest or any rent due or to become due may be assigned by LESSOR without consent of LESSEE but subject to the rights of LESSEE hereunder.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any unenforceable or invalid provision shall be severable from the Terms of this Contract and the balance of this LEASE shall remain valid and enforceable.

Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in LESSEE's Order, or at such address as may have been furnished in writing for such purpose.

12. REIMBURSEMENT:

If LESSEE shall for any reason fail to perform any provision of this LEASE to be performed by him, LESSOR may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefore from LESSEE.

13. RECOVERY OF FEES:

LESSEE hereby agrees to pay all accounts when rendered. LESSEE further agrees to pay interest on any outstanding balance at the rate of 18% per annum. On default LESSEE agrees that all lawyers and/or agents costs of recovering the debt are also payable on a solicitor or agent and its own client basis.

LESSEE consents to the obtaining of credit and/or personal information required at any time in connection with this agreement or any renewal or extension thereof and to the disclosure of any credit information concerning LESSEE to any credit reporting agency or to any person with whom LESSEE has or proposes to have financial relations.



14. GUARANTEE:

Guarantor does hereby guaranty the due performance by LESSEE of all the Terms and Conditions and Covenants contained in the LEASE including, without limiting the generality of the foregoing, the payment of all rent and charges and costs and expenses set forth in this LEASE. Guarantor does hereby acknowledge that he shall be jointly and severalty liable with LESSEE for the due performance of the Terms of this LEASE and for the payment of all sums owing to LESSOR hereunder, and does hereby further covenant and agree that LESSOR shall not be bound to exhaust its remedies or take any action or complete any action or pursue LESSEE under the Terms of this LEASE prior to seeking compensation from Guarantor. Guarantor does hereby further agree that no dealings between LESSOR and LESSEE during the Term of the LEASE, nor any alterations or modifications to the provisions of this LEASE, no indulgences, extensions, or arrangements entered into between LESSOR and LESSEE shall in anyway affect or Guarantor's responsibility or liability to LESSOR under the Terms of this LEASE. Guarantor does hereby covenant and agree to pay to LESSEE, on demand, all sums owing under the Terms of this LEASE within ten (10) days of the receipt of receiving such demand.

15. CHANGE OF INFORMATION

LESSEE hereby acknowledges LESSOR has relied on the information supplied to it on LESSOR'S credit application form and accuracy thereof. LESSEE agrees to immediately notify LESSOR in writing of any and all changes in the information on said credit application form. LESSEE hereby acknowledges its failure to notify LESSOR shall be deemed to be default under this LEASE giving rise to all LESSOR's rights as contained in paragraph 9 of this lease agreement.

16. OPTION TO PURCHASE

Provided that LESSEE, at the end of the term of the LEASE, is not in default under the terms of this LEASE, then LESSEE shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by LESSEE to LESSOR under the terms of this LEASE including any excessive kilometer charges, if applicable, have been paid. The parties hereto do hereby agree that the said purchase price reflects the probable fair market value of the property at the expiration of the LEASE at the end of the term.

At least termination, LESSEE shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the cost of any Certificates of Mechanical Fitness.

Signing Date: 15 day of May, 2023

WITNESSED BY:

_____

_____
Narinder S. Shoker

Riordan Leasing Inc.

Per: _____
I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc. o/a AMG Global

_____
Narinder Shoker
I have the authority to bind the corporation.

Lease Order Form

LEASE Between:

Lease No: 0014048

Riordan Leasing Inc.
1158 King Street East, Kitchener, Ontario N2G 2N4

- and –

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

Description of Equipment:	Serial No:	Lease Start Date	Term: (in months)
2024 CIMC 53' Trailer w/ Carrier Reefer	2SHSR5325RS003248 VAP91748351	June 1, 2023	60

Monthly Lease Payment:	Downpayment:	Comments:
$2,703.89 + Taxes At lease maturity, lessee agrees to guarantee end value at $1.00 + taxes, and has the option to purchase the unit at that value.	$5,000.00	Leased in "as is, where is" condition

LESSEE hereby orders the above-described equipment on the terms and conditions contained in the attached lease.

Signing Date: 15 day of May, 2023

Riordan Leasing Inc.

WITNESSED BY:

Per: _____

I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc. o/a AMG Global

Narinder S. Shoker

Narinder Shoker

I have the authority to bind the corporation.

Riordan Leasing Inc.
1158 King Street East
Kitchener, Ontario N2G 2N4

DATE OF DELIVERY:

May 11, 2023

CUSTOMER NAME:

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker

YEAR/MAKE/MODEL:

2024 CIMC 53' Trailer w/ Carrier Reefer

ADDRESS:

425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

SERIAL NUMBER(S):

2SHSR5327RS003249
VAP91749393

PROVINCE OF TITLE:

ON

LICENSE NUMBER:

EQUIPMENT:

As Equipped

I certify that the equipment listed above is equipped as stated and in satisfactory condition and that I have accepted delivery as of the date indicated above.

Witness

X

Lessee

LEASE NO: 0014049

LEASE AGREEMENT

BETWEEN:

Address:	**Riordan Leasing Inc.** 1158 King Street East, Kitchener, Ontario N2G 2N4	("LESSOR")
	- and -	
Address:	**8438048 Canada Inc. o/a AMG Global** **Narinder S. Shoker** 425 Gibraltar Drive Mississauga, ON L5T 2S9 Canada	("LESSEE")
	- and -	
Address:		("GUARANTOR")
	- and -	
Address:		("GUARANTOR")

1. LEASED EQUIPMENT, RENTAL PAYMENT AND TERM:

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LESSEE shall be responsible for the cost of all maintenance, washing, polishing, and storage to the extent necessary to maintain the EQUIPMENT in good condition and further, LESSEE shall be required and responsible to pay for all operating costs and expenses with respect to the said EQUIPMENT. In the event that the EQUIPMENT includes a MOTORIZED VEHICLE, LESSEE shall maintain proper oil, battery, and cooling levels and protection against freezing of the radiator and engine, LESSEE shall further not alter or adjust the odometer, emission control EQUIPMENT or any items that may nullify the Manufacturer's Warranty on the Vehicle. LESSEE will pay for all maintenance and be solely responsible for the condition and operation of the EQUIPMENT, and will be solely responsible to deal with the manufacturer as a result of any defects or Warranty claims. It is understood that LESSOR makes no representations or warranties with respect to the condition or fitness of the EQUIPMENT. LESSEE shall comply in all respects with the terms and conditions of any warranty provided by the manufacturer.

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Such insurance must provide for Third Party Liability Coverage for bodily injury or death or damage to property of others with limits of not less than the amount agreed upon in the SCF-1 Form which forms part of this lease, and where the EQUIPMENT includes a MOTORIZED VEHICLE, must further provide for Collision insurance with not more than $500.00 deductible with respect to car and light trucks or $500.00 deductible with respect to medium truck or $5,000.00 deductible on heavier trucks. In addition, for all EQUIPMENT, Comprehensive insurance must be obtained including coverage for fire and theft. LESSEE shall pay for all repairs made necessary by accident or collision or mischief or any other cause which are not covered by insurance. LESSEE shall be solely responsible to make any claims to take any action with respect to obtaining the proceeds of insurance upon any loss or damage to the EQUIPMENT. All such insurance must provide that the insurer will notify LESSOR immediately in the event the insurance should be materially altered or cancelled, and LESSOR may (but shall not be obligated to) secure insurance protection at LESSEE's expense. LESSEE shall comply with all the Terms and Conditions of the insurance policy, including the immediate reporting of all accidents, to the insurer and shall report any such accidents also to LESSOR, and in addition, LESSEE shall do all things necessary or proper to protect or preserve LESSOR's right as a name insured in the said insurance policy.

All insurance policies covering the said EQUIPMENT shall be endorsed to protect, as their interest may appear, LESSEE, LESSOR and any other person having an interest in the EQUIPMENT. LESSOR will be named as an additional insured in all such policies and be the loss payee on all such policies. Notwithstanding the obtaining of such insurance, LESSEE does hereby acknowledge that LESSEE shall be fully responsible to LESSOR during the Term of the LEASE and upon the Expiration of Termination thereof for the condition and proper maintenance of the EQUIPMENT and shall further indemnify and save harmless LESSOR from any loss or damage to the EQUIPMENT or to other parties or persons as a result of any use of the said EQUIPMENT.

4. TAXES, LICENSING AND REGISTRATION:

The cost of all licensing, registration of the EQUIPMENT in LESSOR's name and taxes, shall be paid be LESSEE, and LESSEE shall pay all their taxes and / or government assessments, fees and changes imposed on or in connection with any EQUIPMENT operated pursuant to this Agreement. LESSOR shall pay and bear all net income taxes on rent payable hereunder.

5. VEHICLE AS IS:

LESSEE selected the Vehicle. LESSOR purchased the vehicle from the vendor in accordance with LESSEE instructions. LESSEE is leasing the Vehicle "as is". LESSOR is not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. LESSEE agrees that LESSOR has made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to LESSERR with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use quality or fitness for any particular purpose.

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LESSEE agrees to return the EQUIPMENT at the end of the LEASE Term, or any extension thereof, or upon earlier Termination of the LEASE, in good operating condition and working order, free from any collision or other physical damage. LESSEE agrees to pay LESSOR its costs of repairing or replacing any damage to the EQUIPMENT, ordinary wear excepted.

7. USE OF EQUIPMENT:

LESSEE shall permit the EQUIPMENT to be used or operated only by safe, careful and authorized persons, and in the event the EQUIPMENT includes a MOROTIZED VEHICLE, such operators must be licensed and authorized to drive the Vehicle. LESSEE agrees upon written complaint from LESSOR specifying any excessive collision claims or an indication of any other incompetence by or of any driver or operator, that LESSEE shall immediately take such action as is necessary to correct these conditions. LESSEE shall not permit any EQUIPMENT to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.



8. INDEMNITY:

LESSEE shall defend, indemnify and hold harmless LESSOR and the officers and employees of the LESSOR from and against any damage, loss, theft or destruction of any EQUIPMENT, and against all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of EQUIPMENT during the LEASE Term.

9. LESSEE'S DAMAGES:

LESSOR shall not be responsible to LESSEE or its agents, servants or employees for any loss of business or other damage caused by the EQUIPMENT or for any time lost in the repairing or replacing any of the EQUIPMENT, nor for any loss, injury or damage arising out of or relating to the LESSOR'S failure to deliver EQUIPMENT pursuant hereto by reason of strikes or other causes beyond the control of LESSOR.

10. DEFAULT:

The is of the essence of this Agreement and in the event that LESSEE fails to notify LESSOR in writing as required in clause 14 hereof or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of LESSEE's bankruptcy or insolvency, or if the leased EQUIPMENT be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of LESSOR, its rights in the leased EQUIPMENT in any way shall be prejudiced or rendered insecure, LESSOR shall have the right to take immediate possession of the EQUIPMENT wherever found, with or without process of law, and to Terminate the LEASE, with respect to such EQUIPMENT, and LESSEE hereby expressly authorizes LESSOR and its agents to enter on any premises where the EQUIPMENT may be found for the purpose of repossessing such EQUIPMENT and expressly waives any further interest in the EQUIPMENT and any right of action arising out of such entry and repossession. LESSOR shall not be liable in damages for any Termination pursuant to this Paragraph. Such Termination and Repossession may be done without any notice upon such default. LESSEE shall, however, upon Termination pursuant to this Paragraph, be immediately responsible for the payment of all amounts due under the LEASE Agreement through to the end of the Term, together with the costs and expenses of such repossession and the cost of refurbishing the EQUIPMENT and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of LESSEE's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason LESSOR is unable to resell or relet such EQUIPMENT, then LESSEE shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any EQUIPMENT fully repossessed shall not affect LESSOR'S right to recover from LESSEE all damages which LESSOR may have suffered by reason of LESSEE's breach of any provision of this LEASE, and LESSOR may sell or lease any such repossessed EQUIPMENT with or without advertisement, at public or private sale, and without notice thereof to LESSEE. The rights and remedies of LESSOR in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in LESSOR's favour, existing by law.

11. GENERAL AND MISCELLANEOUS:

This LEASE shall be binding on the parties, their heirs, executors, administrators and their legal representatives, successors and permitted assigns. LESSEE may not assign or enter into any sublease with respect to this LEASE of the Equipment. This Agreement may not be amended or altered in any matter except in writing signed by both parties. No forbearance to exercise any rights or privileges, under this Agreement or waiver of any breach of any of its Terms shall be construed as a waiver of any such Terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if not such forbearance or waiver had occurred. This LEASE or its interest or any rent due or to become due may be assigned by LESSOR without consent of LESSEE but subject to the rights of LESSEE hereunder.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any unenforceable or invalid provision shall be severable from the Terms of this Contract and the balance of this LEASE shall remain valid and enforceable.

Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in LESSEE's Order, or at such address as may have been furnished in writing for such purpose.

12. REIMBURSEMENT:

If LESSEE shall for any reason fail to perform any provision of this LEASE to be performed by him, LESSOR may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefore from LESSEE.

13. RECOVERY OF FEES:

LESSEE hereby agrees to pay all accounts when rendered. LESSEE further agrees to pay interest on any outstanding balance at the rate of 18% per annum. On default LESSEE agrees that all lawyers and/or agents costs of recovering the debt are also payable on a solicitor or agent and its own client basis.

LESSEE consents to the obtaining of credit and/or personal information required at any time in connection with this agreement or any renewal or extension thereof and to the disclosure of any credit information concerning LESSEE to any credit reporting agency or to any person with whom LESSEE has or proposes to have financial relations.



14. GUARANTEE:

Guarantor does hereby guaranty the due performance by LESSEE of all the Terms and Conditions and Covenants contained in the LEASE including, without limiting the generality of the foregoing, the payment of all rent and charges and costs and expenses set forth in this LEASE. Guarantor does hereby acknowledge that he shall be jointly and severalty liable with LESSEE for the due performance of the Terms of this LEASE and for the payment of all sums owing to LESSOR hereunder, and does hereby further covenant and agree that LESSOR shall not be bound to exhaust its remedies or take any action or complete any action or pursue LESSEE under the Terms of this LEASE prior to seeking compensation from Guarantor. Guarantor does hereby further agree that no dealings between LESSOR and LESSEE during the Term of the LEASE, nor any alterations or modifications to the provisions of this LEASE, no indulgences, extensions, or arrangements entered into between LESSOR and LESSEE shall in anyway affect or Guarantor's responsibility or liability to LESSOR under the Terms of this LEASE. Guarantor does hereby covenant and agree to pay to LESSEE, on demand, all sums owing under the Terms of this LEASE within ten (10) days of the receipt of receiving such demand.

15. CHANGE OF INFORMATION

LESSEE hereby acknowledges LESSOR has relied on the information supplied to it on LESSOR'S credit application form and accuracy thereof. LESSEE agrees to immediately notify LESSOR in writing of any and all changes in the information on said credit application form. LESSEE hereby acknowledges its failure to notify LESSOR shall be deemed to be default under this LEASE giving rise to all LESSOR's rights as contained in paragraph 9 of this lease agreement.

16. OPTION TO PURCHASE

Provided that LESSEE, at the end of the term of the LEASE, is not in default under the terms of this LEASE, then LESSEE shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by LESSEE to LESSOR under the terms of this LEASE including any excessive kilometer charges, if applicable, have been paid. The parties hereto do hereby agree that the said purchase price reflects the probable fair market value of the property at the expiration of the LEASE at the end of the term.

At least termination, LESSEE shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the cost of any Certificates of Mechanical Fitness.

Signing Date: 15 day of May, 2023

WITNESSED BY:

_____

_____
Narinder S. Shoker

LESSEE(S)

Riordan Leasing Inc.

Per: _____
I have the authority to bind the Corporation

8438048 Canada Inc. o/a AMG Global

_____
Narinder Shoker
I have the authority to bind the corporation.

Lease Order Form | LEASE Between: | Lease No: 0014049

Riordan Leasing Inc.
1158 King Street East, Kitchener, Ontario N2G 2N4

- and –

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

Description of Equipment:	Serial No:	Lease Start Date	Term: (in months)
2024 CIMC 53' Trailer w/ Carrier Reefer	2SHSR5327RS003249 VAP91749393	June 1, 2023	60

Monthly Lease Payment:	Downpayment:	Comments:
$2,703.89 + Taxes At lease maturity, lessee agrees to guarantee end value at $1.00 + taxes, and has the option to purchase the unit at that value.	$5,000.00	Leased in "as is, where is" condition

LESSEE hereby orders the above-described equipment on the terms and conditions contained in the attached lease.

Signing Date: 15 day of May, 2023

WITNESSED BY:

Narinder S. Shoker

Riordan Leasing Inc.

Per: _____

I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc. o/a AMG Global

Narinder Shoker
I have the authority to bind the corporation.

Riordan Car and Truck Rentals Inc.
1158 King Street East
Kitchener, Ontario N2G 2N4

DATE OF DELIVERY:

June 16, 2020

CUSTOMER NAME:

8438048 Canada Inc.
Narinder S. Shoker

YEAR/MAKE/MODEL:

2015 Wabash 53' Trailer w/ TK SB330 Reefer

ADDRESS:

6 Darou Crescent
Brampton, ON L6R 0N7
Canada

SERIAL NUMBER(S):

1JJV532B2FL866000
6001163419

PROVINCE OF TITLE:

ON

LICENSE NUMBER:

EQUIPMENT:

As Equipped

I certify that the equipment listed above is equipped as stated and in satisfactory condition and that I have accepted delivery as of the date indicated above.

Witness

X Narinder Shoker
Lessee

LEASE NO: 4014027

LEASE AGREEMENT

BETWEEN:

Address:	**Riordan Car & Truck Rentals Inc.** 1158 King Street East, Kitchener, Ontario N2G 2N4	("LESSOR")
	- and -	
Address:	**8438048 Canada Inc.** **Narinder S. Shoker** 6 Darou Crescent Brampton, ON L6R 0N7 Canada	("LESSEE")
	- and -	
Address:		("GUARANTOR")
	- and -	
Address:		("GUARANTOR")

1. LEASED EQUIPMENT, RENTAL PAYMENT AND TERM:

LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby agrees to lease from LESSOR, the EQUIPMENT specified on the LEASE ORDER FORM attached hereto, executed by LESSEE, and accepted by LESSOR, at the Monthly Lease Payment specified on each Order Form, plus all applicable sales or like taxes, said Order Form is incorporated herein by reference and is hereinafter referred to as "LESSEE's Order". The Term "EQUIPMENT" when used in this Agreement shall mean the EQUIPMENT shown on LESSEE's Order leased hereunder by LESSEE.

LESSEE agrees to pay each total monthly rental charge, in advance without deduction, set-off or counterclaim. In addition, LESSEE agrees that in the event that during the Term of this LEASE there are any increase in sales taxes or other taxes applicable to this LEASE, that the monthly lease charge shall be increased in accordance with the amount of such tax increase. If the Delivery Date is other than the first or last day of the month, the monthly rate shall be prorated for that month.

The normal Term of this LEASE with respect to the EQUIPMENT shall be as specified in LESSEE's Order, and shall commence on the delivery date of such EQIUPMENT. The first payment of rent shall be made on the day the Term commences provided that LESSEE shall also pay the deposit shown on LESSEE's Order at the time of the signing of this Agreement to be applied towards the monthly rentals upon the expiration of this LEASE. This Agreement is one of leasing only, and LESSEE shall not have or acquire any right, title or interest in or to the EQUIPMENT except the right to use or operate it as provided herein.

NS NS

2. MAINTENANCE AND REPAIRS:

LESSEE shall keep and maintain the EQUIPMENT in good operating condition and working order and shall perform all preventative maintenance required to ensure full validation of the Manufacturer's Warranty.

LESSEE shall be responsible for the cost of all maintenance, washing, polishing, and storage to the extent necessary to maintain the EQUIPMENT in good condition and further, LESSEE shall be required and responsible to pay for all operating costs and expenses with respect to the said EQUIPMENT. In the event that the EQUIPMENT includes a MOTORIZED VEHICLE, LESSEE shall maintain proper oil, battery, and cooling levels and protection against freezing of the radiator and engine. LESSEE shall further not alter or adjust the odometer, emission control EQUIPMENT or any items that may nullify the Manufacturer's Warranty on the Vehicle. LESSEE will pay for all maintenance and be solely responsible for the condition and operation of the EQUIPMENT, and will be solely responsible to deal with the manufacturer as a result of any defects or Warranty claims. It is understood that LESSOR makes no representations or warranties with respect to the condition or fitness of the EQUIPMENT. LESSEE shall comply in all respects with the terms and conditions of any warranty provided by the manufacturer.

3. INSURANCE:

LESSEE shall procure and maintain insurance for the EQIUPMENT during the Term of the LEASE with a Company satisfactory to LESSOR. Prior to the delivery of any EQUIPMENT, proof of insurance shall be provided by LESSEE to LESSOR.

Such insurance must provide for Third Party Liability Coverage for bodily injury or death or damage to property of others with limits of not less than the amount agreed upon in the SCF-1 Form which forms part of this lease, and where the EQUIPMENT includes a MOTORIZED VEHICLE, must further provide for Collision insurance with not more than $500.00 deductible with respect to car and light trucks or $500.00 deductible with respect to medium truck or $5,000.00 deductible on heavier trucks. In addition, for all EQUIPMENT, Comprehensive insurance must be obtained including coverage for fire and theft. LESSEE shall pay for all repairs made necessary by accident or collision or mischief or any other cause which are not covered by insurance. LESSEE shall be solely responsible to make any claims to take any action with respect to obtaining the proceeds of insurance upon any loss or damage to the EQUIPMENT. All such insurance must provide that the insurer will notify LESSOR immediately in the event the insurance should be materially altered or cancelled, and LESSOR may (but shall not be obligated to) secure insurance protection at LESSEE's expense. LESSEE shall comply with all the Terms and Conditions of the insurance policy, including the immediate reporting of all accidents, to the insurer and shall report any such accidents also to LESSOR, and in addition, LESSEE shall do all things necessary or proper to protect or preserve LESSOR's right as a name insured in the said insurance policy.

All insurance policies covering the said EQUIPMENT shall be endorsed to protect, as their interest may appear, LESSEE, LESSOR and any other person having an interest in the EQUIPMENT. LESSOR will be named as an additional insured in all such policies and be the loss payee on all such policies. Notwithstanding the obtaining of such insurance, LESSEE does hereby acknowledge that LESSEE shall be fully responsible to LESSOR during the Term of the LEASE and upon the Expiration of Termination thereof for the condition and proper maintenance of the EQUIPMENT and shall further indemnify and save harmless LESSOR from any loss or damage to the EQUIPMENT or to other parties or persons as a result of any use of the said EQUIPMENT.

4. TAXES, LICENSING AND REGISTRATION:

The cost of all licensing, registration of the EQUIPMENT in LESSOR's name and taxes, shall be paid be LESSEE, and LESSEE shall pay all their taxes and / or government assessments, fees and changes imposed on or in connection with any EQUIPMENT operated pursuant to this Agreement. LESSOR shall pay and bear all net income taxes on rent payable hereunder.

5. VEHICLE AS IS:

LESSEE selected the Vehicle. LESSOR purchased the vehicle from the vendor in accordance with LESSEE instructions. LESSEE is leasing the Vehicle "as is". LESSOR is not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. LESSEE agrees that LESSOR has made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to LESSERR with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use quality or fitness for any particular purpose.

6. DELIVERY AND RETURN OF EQUIPMENT:

Delivery and return of the EQUIPMENT shall be at LESSOR's place of business. Any structural alteration, special EQUIPMENT or material alteration in painting, lettering or artwork thereafter required by LESSEE shall be added only with the prior written approval of LESSOR and shall be removed prior to the end of the LEASE Term if requested be LESSOR at LESSEE's expense.

LESSEE agrees to return the EQUIPMENT at the end of the LEASE Term, or any extension thereof, or upon earlier Termination of the LEASE, in good operating condition and working order, free from any collision or other physical damage. LESSEE agrees to pay LESSOR its costs of repairing or replacing any damage to the EQUIPMENT, ordinary wear excepted.

7. USE OF EQUIPMENT:

LESSEE shall permit the EQUIPMENT to be used or operated only by safe, careful and authorized persons, and in the event the EQUIPMENT includes a MOROTIZED VEHICLE, such operators must be licensed and authorized to drive the Vehicle. LESSEE agrees upon written complaint from LESSOR specifying any excessive collision claims or an indication of any other incompetence by or of any driver or operator, that LESSEE shall immediately take such action as is necessary to correct these conditions. LESSEE shall not permit any EQUIPMENT to be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.

NS AJ

8. INDEMNITY:

LESSEE shall defend, indemnify and hold harmless LESSOR and the officers and employees of the LESSOR from and against any damage, loss, theft or destruction of any EQUIPMENT, and against all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of EQUIPMENT during the LEASE Term.

9. LESSEE'S DAMAGES:

LESSOR shall not be responsible to LESSEE or its agents, servants or employees for any loss of business or other damage caused by the EQUIPMENT or for any time lost in the repairing or replacing any of the EQUIPMENT, nor for any loss, injury or damage arising out of or relating to the LESSOR'S failure to deliver EQUIPMENT pursuant hereto by reason of strikes or other causes beyond the control of LESSOR.

10. DEFAULT:

The is of the essence of this Agreement and in the event that LESSEE fails to notify LESSOR in writing as required in clause 14 hereof or fails to pay, in full, on the date due, any lease payments due hereunder or defaults in the performance of any of the Terms, Conditions and Covenants contained herein, or in the event of LESSEE's bankruptcy or insolvency, or if the leased EQUIPMENT be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of LESSOR, its rights in the leased EQUIPMENT in any way shall be prejudiced or rendered insecure, LESSOR shall have the right to take immediate possession of the EQUIPMENT wherever found, with or without process of law, and to Terminate the LEASE, with respect to such EQUIPMENT, and LESSEE hereby expressly authorizes LESSOR and its agents to enter on any premises where the EQUIPMENT may be found for the purpose of repossessing such EQUIPMENT and expressly waives any further interest in the EQUIPMENT and any right of action arising out of such entry and repossession. LESSOR shall not be liable in damages for any Termination pursuant to this Paragraph. Such Termination and Repossession may be done without any notice upon such default. LESSEE shall, however, upon Termination pursuant to this Paragraph, be immediately responsible for the payment of all amounts due under the LEASE Agreement through to the end of the Term, together with the costs and expenses of such repossession and the cost of refurbishing the EQUIPMENT and any amounts payable pursuant to any additional written agreement of the parties less the net sale sustained as a result of LESSEE's default, including but not limited to, out-of-pocket costs of repossession and lawyer's fees. If for any reason LESSOR is unable to resell or relet such EQUIPMENT, then LESSEE shall be fully responsible for the balance of monies owing, as aforesaid, without any deduction for any sale proceeds. Repossession and sale of any EQUIPMENT fully repossessed shall not affect LESSOR'S right to recover from LESSEE all damages which LESSOR may have suffered by reason of LESSEE's breach of any provision of this LEASE, and LESSOR may sell or lease any such repossessed EQUIPMENT with or without advertisement, at public or private sale, and without notice thereof to LESSEE. The rights and remedies of LESSOR in the event of default herein mentioned shall not be deemed exclusive but shall not be cumulative and, in addition to all the rights and remedies in LESSOR's favour, existing by law.

11. GENERAL AND MISCELLANEOUS:

This LEASE shall be binding on the parties, their heirs, executors, administrators and their legal representatives, successors and permitted assigns. LESSEE may not assign or enter into any sublease with respect to this LEASE of the Equipment. This Agreement may not be amended or altered in any matter except in writing signed by both parties. No forbearance to exercise any rights or privileges, under this Agreement or waiver of any breach of any of its Terms shall be construed as a waiver of any such Terms, rights or privileges, but the same shall continue and remain in full force and effect the same as if not such forbearance or waiver had occurred. This LEASE or its interest or any rent due or to become due may be assigned by LESSOR without consent of LESSEE but subject to the rights of LESSEE hereunder.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any unenforceable or invalid provision shall be severable from the Terms of this Contract and the balance of this LEASE shall remain valid and enforceable.

Any notice given by one party to the other under this Agreement shall be given in writing at the address of the other party set out in LESSEE's Order, or at such address as may have been furnished in writing for such purpose.

12. REIMBURSEMENT:

If LESSEE shall for any reason fail to perform any provision of this LEASE to be performed by him, LESSOR may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefore from LESSEE.

13. RECOVERY OF FEES:

LESSEE hereby agrees to pay all accounts when rendered. LESSEE further agrees to pay interest on any outstanding balance at the rate of 18% per annum. On default LESSEE agrees that all lawyers and/or agents costs of recovering the debt are also payable on a solicitor or agent and its own client basis.

LESSEE consents to the obtaining of credit and/or personal information required at any time in connection with this agreement or any renewal or extension thereof and to the disclosure of any credit information concerning LESSEE to any credit reporting agency or to any person with whom LESSEE has or proposes to have financial relations.

NS NS

14. GUARANTEE:

Guarantor does hereby guaranty the due performance by LESSEE of all the Terms and Conditions and Covenants contained in the LEASE including, without limiting the generality of the foregoing, the payment of all rent and charges and costs and expenses set forth in this LEASE. Guarantor does hereby acknowledge that he shall be jointly and severalty liable with LESSEE for the due performance of the Terms of this LEASE and for the payment of all sums owing to LESSOR hereunder, and does hereby further covenant and agree that LESSOR shall not be bound to exhaust its remedies or take any action or complete any action or pursue LESSEE under the Terms of this LEASE prior to seeking compensation from Guarantor. Guarantor does hereby further agree that no dealings between LESSOR and LESSEE during the Term of the LEASE, nor any alterations or modifications to the provisions of this LEASE, no indulgences, extensions, or arrangements entered into between LESSOR and LESSEE shall in anyway affect or Guarantor's responsibility or liability to LESSOR under the Terms of this LEASE. Guarantor does hereby covenant and agree to pay to LESSEE, on demand, all sums owing under the Terms of this LEASE within ten (10) days of the receipt of receiving such demand.

15. CHANGE OF INFORMATION

LESSEE hereby acknowledges LESSOR has relied on the information supplied to it on LESSOR'S credit application form and accuracy thereof. LESSEE agrees to immediately notify LESSOR in writing of any and all changes in the information on said credit application form. LESSEE hereby acknowledges its failure to notify LESSOR shall be deemed to be default under this LEASE giving rise to all LESSOR's rights as contained in paragraph 9 of this lease agreement.

16. OPTION TO PURCHASE

Provided that LESSEE, at the end of the term of the LEASE, is not in default under the terms of this LEASE, then LESSEE shall have the option to purchase the equipment for the price of $1.00 provided that all other sums owing by LESSEE to LESSOR under the terms of this LEASE including any excessive kilometer charges, if applicable, have been paid. The parties hereto do hereby agree that the said purchase price reflects the probable fair market value of the property at the expiration of the LEASE at the end of the term.

At least termination, LESSEE shall pay for all charges necessary to transfer the ownership, including without limiting the generality of the foregoing all sales taxes, repair costs and the cost of any Certificates of Mechanical Fitness.

Signing Date: 17th day of June, 2020

Riordan Car & Truck Rentals Inc.

WITNESSED BY:

Per: _____
I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc.

_____
Narinder S. Shoker

_____
Narinder Shoker
I have the authority to bind the corporation.

Lease Order Form | LEASE Between: | Lease No: 4014027

Riordan Car & Truck Rentals Inc.
1158 King Street East, Kitchener, Ontario N2G 4G1

- and –

8438048 Canada Inc.
Narinder S. Shoker
6 Darou Crescent
Brampton, ON L6R 0N7
Canada

Description of Equipment:	Serial No:	Lease Start Date	Term: (in months)
2015 Wabash 53' Trailer w/ TK SB330 Reefer	1JJV532B2FL866000 6001163419	July 1, 2020	48

Monthly Lease Payment:	Downpayment:	Comments:
$1,155.00 + Taxes At lease maturity, lessee agrees to guarantee end value at $1.00 + taxes, and has the option to purchase the unit at that value.	$5,200.00	Leased in "as is, where is" condition

LESSEE hereby orders the above-described equipment on the terms and conditions contained in the attached lease.

Signing Date: 17th day of June, 2020

Riordan Car & Truck Rentals Inc.

WITNESSED BY:

Per: _____

I have the authority to bind the Corporation

LESSEE(S)

8438048 Canada Inc.

Narinder S. Shoker

Narinder S. Shoker

Narinder Shoker
I have the authority to bind the corporation.

EXHIBIT “D”

RIORDAN
LEASING INC

RIORDAN LEASING INC.
SECURITY AGREEMENT

In consideration of ($1.00) and other good and valuable consideration to induce Riordan Leasing Inc. to finance the acquisition by the undersigned ('Debtor) of certain equipment, and as general and continuing collateral security for the payment and performance of all existing and future indebtedness and liability of the Debtor to Riordan Leasing Inc. under all leases and security agreements now or hereafter entered into by the Debtor and held by Riordan Leasing Inc. ("Security Agreement"), the Debtor hereby charges in favour of and grants to Riordan Leasing Inc., a security interest ("Security Interest) in all equipment together with all parts, accessories, attachments, special tools, additions and accessories thereto (the "Equipment) described in all Security Agreements, together will all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral").

Time shall be of the essence of this Agreement. There shall be a default hereunder if, (a) the Debtor fails to pay when due any amount owing in respect of any Lease Agreement and or any Security Agreement; (b) the Debtor shall fail to keep and perform any of its other obligations to Riordan Leasing Inc. under the provisions of any of the Lease agreements and or any Security Agreements or hereunder; (c) a petition in bankruptcy or proposal or arrangement or reorganization under the Bankruptcy Act, Winding Up Act or Companies' Creditors Arrangement Act be filed by or against the Debtor; (d) any execution or any other process of the court is levied or becomes enforceable against the Debtor or if distress or analogous process sis levied upon any of the Collateral; (e) the Debtor ceases or threatens to cease to carry on business; or (f) the Debtor makes or proposes to make any sale of the Debtor's assets in bulk or not in accordance with the terms of any Security Agreement and in such event, Riordan Leasing Inc. may declare any or all of the obligations and liabilities of the Debtor under the Security Agreements ("Obligations") to be immediately due and payable and Riordan Leasing Inc. may proceed to realize upon the security and may with or without entry take possession of the Collateral or may appoint by instruments in writing a receiver or receiver-manager (hereinafter call the "Receiver) of all or any part of the Collateral and remove or replace such Receiver from time to time. The Receiver shall be deemed to be the agent of the Debtor.

Riordan Leasing Inc. And or the Receiver may take possession of the Collateral and realize or concur in the realization of the Collateral and for such purpose may enter upon lands and premises where the same may be found, occupy and use all or any part of such land and premises for such period of time as deemed necessary to facilitate the realization of the Collateral.

All expenses incurred (including legal fees on a solicitor and client basis) in connection with the realization the Collateral or any part thereof shall become part of the Obligations hereby secured. All monies received or collected by Riordan Leasing Inc. in respect of the Collateral may be applied on account of such part of the Obligations, as it deems best. All remedies herein are cumulative and any or all thereof may be exercise din lieu of, or in addition to, any remedies at law or in equity.

Riordan Leasing Inc. may waive any Default under any of the provisions of this Agreement, provided always that no act or omission of Riordan Leasing Inc. shall extend to or be taken in any manner whatsoever to effect any subsequent default or the rights resulting therefrom.

The Security Interest is in addition to and not in substitution of any other security now or hereafter held by Riordan Leasing Inc.

No modification of this Agreement shall be valid unless made in writing and signed by Riordan Leasing Inc. and the Debtor.

This Agreement and all such terms hereof shall be construed and interpreted pursuant to and in accordance with the Personal Property Security Act of the Province of Ontario.

The Debtor shall at all times do, execute, acknowledge and deliver, or cause to be done, executed acknowledged or delivered, all and singular every such further act, deed, transfer, assignment, security agreement and assurance as Riordan Leasing Inc. may reasonable require to give effect to these premises or the tenor thereof, and shall cause such registration to be made whenever in the opinion of Riordan Leasing Inc. such registrations may be required or advisable.

Any provision hereof contrary to, prohibited by or invalid under any applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions thereof.

The Debtor hereby acknowledges receipt of a copy of this Agreement

IN WITNESS HEREOF THE Debtor has executed Agreement this 15 day of May, 2023

DEBTOR: 8438048 Canada Inc. o/a AMG Global and Narinder S. Shoker

8438048 Canada Inc. o/a AMG Global

Narinder Shoker

I have the authority to bind the corporation.

Witness: _____

Narinder S. Shoker

Riordan Leasing Inc.
1158 King St. E
Kitchener, ON
N2G 2N4

Tel.: (519) 579•9103
Fax: (519) 742•1612
1-800-572-0562

EXHIBIT “E”

TERANET

51521626 - 53348164

REGISTRATION SUMMARY

NEW FINANCING STATEMENT (Ontario)

General Information

Contract Type: RLI Lease Type
Reference #2: 14048/9

Submitted By: Sarah Rothwell

Reference #1: AMGGLO

Registration Information

Type: Security Agreement
Number: 20230517143215329264
Expiry Date: 2029-05-17

Term: 6 years
Date & Time (EST): 2023/05/17 02:32 PM
Caution Filing: No

File Reference #: 793407906

Secured Parties

Name	Address
Riordan Leasing Inc.	1158 King St. E, Kitchener, Ontario, N2G2N4, Canada

Debtors

Corporation #	Type	Business/Last Name	First Name	Middle Name	DOB	Address	Language
8438048	Business	8438048 Canada Inc.				425 Gibraltar Drive, Mississauga, Ontario, L5T 2S9, Canada	English
	Individual	Shoker	Narinder	S	1981-04-24	1 Billy Crt, Caledon, Ontario, L7C 3X4, Canada	English

Collateral Classification

Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Principal Amount Secured	Maturity Date
		✓		✓	✓		No Fixed Maturity Date

Serial Collateral Information

Serial Number	Year	Make	Model
2SHSR5325RS003248	2024	CIMC	53' Trailer
2SHSR5327RS003249	2024	CIMC	53' Trailer
VAP91748351	2024	Carrier	Reefer
VAP91749393	2024	Carrier	Reefer

Additional Registry Information

Disclaimer

This Registration Summary is created by Teranet Inc. with data received from the provincial registry at the time of registration. The data contained in this report is believed to be valid and accurate however it is not intended to support legal action. An official certificate of registration (or similar document) may be obtained from the provincial registry upon the secured party's or the secured party's authorized registry agent's request. In the event of any discrepancy between this report and registry data the data provided by the registry will be considered correct.

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TERANET

16632449 - 17158760

REGISTRATION SUMMARY

NEW FINANCING STATEMENT (Ontario)

General Information

Contract Type: RCT Lease Type
Reference #2: 4014025-7
Submitted By: Sarah Rothwell
Reference #1: 59771

Registration Information

Type: Security Agreement
Number: 20200618124815329768
Expiry Date: 2025/06/18
Term: 5 years
Date & Time (EST): 2020/06/18 12:48 PM
Caution Filing: No
File Reference #: 762825618

Secured Parties

Name	Address
Riordan Car And Truck Rentals Inc.	1158 King St. E, Kitchener, Ontario, N2G2N4, Canada

Debtors

Corporation #	Type	Business/Last Name	First Name	Middle Name	DOB	Address	Language
8438048	Business	8438048 Canada Inc.				6 Darou Crescent, Brampton, Ontario, L6R 0N7, Canada	English
	Individual	Shoker	Narinder	S	1981/04/24	1 Billy Crt., Caledon, Ontario, L7C 3X4, Canada	English

Collateral Classification

Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Principal Amount Secured	Maturity Date
		✓		✓	✓		No Fixed Maturity Date

Serial Collateral Information

Serial Number	Year	Make	Model
527SR5323BM000250	2011	Vanguard	53' Trailer
6001075861	2011	Thermoking	
527SR5324BM000256	2011	Vanguard	53' Trailer
6001075957	2011	Thermoking	
1JJV532B2FL866000	2015	Wabash	53' Trailer
6001163419	2015	Thermoking	SB330

Disclaimer

This Registration Summary is created by Teranet Inc. with data received from the provincial registry at the time of registration. The data contained in this report is believed to be valid and accurate however it is not intended to support legal action. An official certificate of registration (or similar document) may be obtained from the provincial registry upon the secured party's or the secured party's authorized registry agent's request. In the event of any discrepancy between this report and registry data the data provided by the registry will be considered correct.

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JS browser Date here. [2020-06-18 12:57]

EXHIBIT “F”

Archived: Wednesday, May 22, 2024 10:46:37 AM
From: Stacey Martin
Sent: Thu, 2 May 2024 19:43:44
To: shoker
Cc: accounting
Subject: RE: LEGAL ACTION pending - Riordan Leasing and 8438048 Canada Inc. o/a AMG Global
Importance: High
Sensitivity: None

Hello Shoker,

I realize your account is owing arrears.
To avoid legal action I would like to speak with you to work out payment arrangements. If we can come to an arrangement I can hold the bailiff.
I can be reached at either number below.

This is an opportunity for us to fix the current situation.

Thank you,
Stacey Martin
Accounting Associate (A/R, A/P)
Customer Payments
Riordan Leasing Inc.
Riordan Car & Truck Rentals Inc.
Tel: 519-579-8193, ext 223
Cell: 226-752-8361
Fax: 519-742-1612

RIORDAN
LEASING INC

From: shoker <shoker@amgfleets.ca>
Sent: Wednesday, April 17, 2024 4:25 PM
To: Stacey Martin <Stacey@riordanleasing.com>
Cc: accounting <accounting@amgfleets.ca>; Bruce Ontario Legal Recovery (bruce@legalrecovery.ca) <bruce@legalrecovery.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing and 8438048 Canada Inc. o/a AMG Global

Good afternoon,

Thank you we will clear all payment ,

Could you please share copy lease agreement 4014027 , we want to pay it off.

Best Regards !
Shoker Ninder <IMAGE006.PNG>

"The Fine Approach For Customer Satisfaction "

AMG GLOBAL
425 Glbraltar Dr. Mississauga , ON L5T 2S9
TEL : 905 216 2939 X4 CELL : 647 962 2939 FAX : 800 878 9191
E MAIL : shoker@amgfleets.ca
Check us out on : www.amgfleets.ca Facebook

Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be privileged. It is intended solely for the addressee. If the reader of this message is not the intended recipient, any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *Quotes are subject to equipment availability and are not guaranteed for any length of time unless otherwise stated.* *Waiting Time Billed At $50 /HR After 2 Hours of Waiting. No cap limit will be followed, waiting will be billed hourly for as long as trailer not offloaded or loaded. Confirmations sent to us the following day without notice will not be given consideration.*

We have over 120,000 sq. ft. Space avaialble immediately for warehousing and storage Long term or short term . We do Crossdock , Handle all kind shipments , Reefers , Dry vans , Containers as well

---

From: Stacey Martin <Stacey@riordanleasing.com>
Sent: Wednesday, April 17, 2024 3:58 PM
To: shoker <shoker@amgfleets.ca>
Cc: accounting <accounting@amgfleets.ca>; Bruce Ontario Legal Recovery (bruce@legalrecovery.ca) <bruce@legalrecovery.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing and 8438048 Canada Inc. o/a AMG Global
Importance: High

Hello Shoker,

An account statement is attached showing an outstanding balance of **$ 24,130.87**
Included on the statement are April's lease payments which were returned NSF this morning, along with legal costs. Riordan Leasing's bailiff visited your premises last week, so you are aware your account was sent to legal due to default on payment.
Legal action will continue until the account balance is paid in full. I would strongly suggest that you make every effort to bring the account current as quickly as possible.

Thank you,
Stacey Martin
Accounting Associate (A/R, A/P)
Customer Payments
Riordan Leasing Inc.
Riordan Car & Truck Rentals Inc.
Tel: 519-579-8193, ext 223
Cell: 226-752-8361
Fax: 519-742-1612

RIORDAN
LEASING INC

From: shoker <shoker@amgfleets.ca>
Sent: Wednesday, April 17, 2024 2:44 PM
To: Stacey Martin <Stacey@riordanleasing.com>
Cc: accounting <accounting@amgfleets.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing - Notice of past due payment

Good afternoon,

Could you please share outstanding balance till today.

Best Regards !
Shoker Ninder <IMAGE006.PNG>

DIRECTOR OF LOGISTICS

<image007.jpg>
"The Fine Approach For Customer Satisfaction "

AMG GLOBAL
425 Glbraltar Dr. Mississauga , ON L5T 2S9
TEL : 905 216 2939 X4 CELL : 647 962 2939 FAX : 800 878 9191
E MAIL : shoker@amgfleets.ca
Check us out on : www.amgfleets.ca Facebook

<image008.png>
Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be privileged. It is intended solely for the addressee. If the reader of this message is not the intended recipient, any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *Quotes are subject to equipment availability and are not guaranteed for any length of time unless otherwise stated.* *Waiting Time Billed At $50 /HR After 2 Hours of Waiting. No cap limit will be followed, waiting will be billed hourly for as long as trailer not offloaded or loaded. Confirmations sent to us the following day without notice will not be given consideration.*

We have over 120,000 sq. ft. Space avaialble immediately for warehousing and storage Long term or short term . We do Crossdock , Handle all kind shipments , Reefers , Dry vans , Containers as well

From: shoker
Sent: Wednesday, April 17, 2024 2:07 PM
To: Stacey Martin <Stacey@riordanleasing.com>
Cc: accounting <accounting@amgfleets.ca>
Subject: RE: LEGAL ACTION pending - Riordan Leasing - Notice of past due payment

Good afternoon,

Sorry I was away from office last week , came back today.

We will release payment of $7000 today and will clear remaining balance by next week.

1. Payment will be made by e-transfer to below email **payments@riordanleasing.com**

Thank you for your cooperation .

Best Regards !

Shoker Ninder <IMAGE006.PNG>

DIRECTOR OF LOGISTICS

<image007.jpg>
"The Fine Approach For Customer Satisfaction "

AMG GLOBAL
425 Glbraltar Dr. Mississauga , ON L5T 2S9
TEL : 905 216 2939 X4 CELL : 647 962 2939 FAX : 800 878 9191
E MAIL : shoker@amgfleets.ca
Check us out on : www.amgfleets.ca Facebook

<image008.png>

Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be privileged. It is intended solely for the addressee. If the reader of this message is not the intended recipient, any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. *Quotes are subject to equipment availability and are not guaranteed for any length of time unless otherwise stated.* *Waiting Time Billed At $50 /HR After 2 Hours of Waiting. No cap limit will be followed, waiting will be billed hourly for as long as trailer not offloaded or loaded. Confirmations sent to us the following day without notice will not be given consideration.*

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EXHIBIT “G”

Harrison Pensa
LAWYERS

K. Daniel Reason
Direct Line: 519-661-6725
dreason@harrisonpensa.com

Assistant: Liz Pawley
Direct Line: 519-850-5591
lpawley@harrisonpensa.com

May 22,2024

PERSONAL AND CONFIDENTIAL
Attn: Narinder S. Shoker
8438048 Canada Inc.
o/a AMG Global
425 Gibraltar Drive
Mississauga, ON L5T 2S9

Narinder S. Shoker
6 Darou Crescent
Brampton, ON L6R 0N7

Dear Sir,

Re: Indebtedness to Riordan Leasing Inc. (“Riordan”)
Our File No. 202202

We are the solicitors for Riordan with regards to your indebtedness to them.

Riordan, as Lessor, entered into three Lease Agreements dated June 17, 2020 and May 15, 2023 (the “Lease Agreements”) with you for the lease of:

1. (1) 2015 Wabash 53’ Trailer, Serial No. 1JJV532B2FL866000 w/ TK SB330 Reefer, Serial No. 6001163419;
2. (1) 2024 CIMC 53’ Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351;
3. (1) 2024 CIMC 53’ Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393;

(the “Equipment”).

As at today’s date, the amount of $324,999.92 (the “Outstanding Indebtedness”) is owing under the Lease Agreements, plus $7,500 for legal fees. Further costs and legal fees will continue to accrue until the date of payout.

Our client demands payment of the Outstanding Indebtedness or, in the alternative, the immediate possession of the Equipment.

Please contact the undersigned **FORTHWITH** to make arrangements for payment of the Outstanding Indebtedness or delivery of the Equipment, failing which our client is moving forward with a claim for possession of the Equipment and payment of the outstanding amount.

Finally, attached to this letter is our client's Notice of Intention to Enforce Security as well as a relevant consent to immediate enforcement of Riordan's security.

Govern yourselves accordingly.

Yours very truly,



K. Daniel Reason
Direct: 519-661-6725
Email: dreason@harrisonpensa.com
\lpa

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 8438048 CANADA INC. AND NARINDER S. SHOKER,
an insolvent company and individual

TAKE NOTICE THAT:
Riordan Leasing Inc., a secured creditor, intends to enforce its security on the property of the insolvent company/individual described as:

All collateral of the insolvent company/individual as described in the following security and the proceeds from the sale of said collateral:

1. Lease Agreement dated June 17, 2020;
2. Lease Agreement dated May 15, 2023;
3. Lease Agreement dated May 15, 2023;

The property to which the security relates includes, but is not limited to, the following pieces of equipment:

1. (1) 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000 w/ TK SB330 Reefer, Serial No. 6001163419;
2. (1) 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351;
3. (1) 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393;

and all other collateral however described of the above-noted insolvent company/individual and the proceeds thereof.

The security that is to be enforced is in the form of:

1. Lease Agreement dated June 17, 2020;
2. Lease Agreement dated May 15, 2023;
3. Lease Agreement dated May 15, 2023;

The total amount of indebtedness secured by the security is $324,999.92 plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

The secured creditor will not have the right to enforce its security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent company/individual consents to an earlier enforcement.

DATED at London, Ontario this 22nd day of May, 2024

RIORDAN LEASING INC., by its
solicitors, Harrison Pensa LLP

Per: _____

DANIEL REASON
Harrison Pensa LLP
1101-130 Dufferin Ave., P.O. Box 3237
London, Ontario N6A 4K3
(519) 661-6725

WAIVER

Receipt of Notice of Intention to Enforce Security pursuant to the Bankruptcy and Insolvency Act is acknowledged.

The undersigned hereby waives the notice period therein and consents to the immediate enforcement of the security.

DATED the _____ day of _____, 2024

8438048 CANADA INC.

Per: _____
Name:
Title:

I have authority to bind the Corporation.

_____ _____
WITNESS NARINDER S. SHOKER

EXHIBIT “H”

RIORDAN
LEASING INC

ACCOUNT SUMMARY

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9

Date May 21, 2024

Lease # 14048
2024 CIMC 53' Trailer w/ Carrier Reefer
Serial # 2SHSR5325RS003248 / VAP91748351

BALANCE OF LEASE	**May 2024**		$129,787.72
		Administration Fee	$500.00
			$130,287.72
		HST	$16,937.40
			$147,225.12
Plus Arrears:		January 2024 PAP	$3,055.40
		February 2024 PAP	$3,055.40
		March 2024 PAP	$3,055.40
		Payment Rec'd Mar 24/2024	-$2,500.00
		April 2024 PAP	$3,055.40
		May 2024 PAP	$3,055.40
		NSF & Interest Fees	$222.26
			$12,999.26
		Subtotal	**$160,224.38**
Plus Costs:		Bailiff/Towing Fees - Estimate	TBD
		Legal Fees	TBD
		OUTSTANDING BALANCE	**$160,224.38**

Riordan Leasing Inc
1158 King St E
Kitchener, ON
N2G 2N4

Tel: (519) 579-8193
1-800-572-0562
Fax: (519) 742-1612

RIORDAN
LEASING INC

ACCOUNT SUMMARY

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9

Date May 21, 2024

Lease # 14049
2024 CIMC 53' Trailer w/ Carrier Reefer
Serial # 2SHSR5327RS003249 / VAP91749393

BALANCE OF LEASE	**May 2024**		$129,787.72
		Administration Fee	$500.00
			$130,287.72
		HST	$16,937.40
			$147,225.12
Plus Arrears:		January 2024 PAP	$3,055.40
		February 2024 PAP	$3,055.40
		March 2024 PAP	$3,055.40
		Payment Rec'd Mar 24/2024	-$2,500.00
		April 2024 PAP	$3,055.40
		May 2024 PAP	$3,055.40
		NSF & Interest Fees	$222.26
			$12,999.26
		Subtotal	**$160,224.38**
Plus Costs:		Bailiff/Towing Fees - Estimate	TBD
		Legal Fees	TBD
		OUTSTANDING BALANCE	**$160,224.38**

Riordan Leasing Inc
1158 King St E
Kitchener, ON
N2G 2N4

Tel: (519) 579-8193
1-800-572-0562
Fax: (519) 742-1612

RIORDAN CAR AND TRUCK RENTALS INC.

1158 King Street East
Kitchener, Ontario N2G 2N4
Telephone (519) 579-8193
FAX (519) 742-1612
1-800-572-0562

ACCOUNT SUMMARY

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
6 Darou Crescent
Brampton, ON L6R 0N7

Date May 21, 2024

Lease # 4014027
2015 Wabash 53' Trailer w/ TK SB330 Reefer
Serial # 1JJV532B2FL866000 / 6001163419

BALANCE OF LEASE	**May 2024**	$1,156.00
	Administration Fee	$500.00
		$1,656.00
	HST	$215.28
		$1,871.28
Plus Arrears:	April 2024 PAP	$1,305.15
	May 2024 PAP	$1,305.15
	NSF & Interest Fees	$69.58
		$2,679.88
	Subtotal	**$4,551.16**
Plus Costs:	Bailiff/Towing Fees - Estimate	TBD
	Legal Fees	TBD
	OUTSTANDING BALANCE	**$4,551.16**

RIORDAN
LEASING INC

Statement

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
425 Gibraltar Drive
Mississauga, ON L5T 2S9
Canada

Riordan Leasing Inc.
1158 King St. E
Kitchener, ON N2G 2N4

		Phone No.	(519) 579-8193
Customer No.	AMGGLO	Home Page	
Statement No.	1	E-Mail	
Document Date	May 13, 2024	Tax Registration No.	10122 2354RT 0001
Starting Date	05/01/23	Giro No.	
Ending Date	05/10/24	Bank	
		Account No.	

Posting Date	Document No.	Description	Due Date	Original Amount	Remaining Amount	Balance
Entries						
						0.00
01/16/24	14048/9 JANUARY	2024 CIMC 53' Trailer w/ Carrier Reefer x 2	01/13/24	6,110.80	6,110.80	6,110.80
02/05/24	PAYMENT	DIRECT WITHDRAWAL	02/05/24	-6,110.80		0.00
02/06/24	PAYMENT NSF	WITHDRAWAL NSF	02/06/24	6,110.80	6,110.80	6,110.80
02/15/24	14048/9 FEBRUARY	2024 CIMC 53' Trailer w/ Carrier Reefer x 2	03/13/24	6,110.80	6,110.80	12,221.60
03/14/24	14048/9 MARCH	2024 CIMC 53' Trailer w/ Carrier Reefer x 2	02/13/24	6,110.80	6,110.80	18,332.40
03/28/24	PAYMENT	E-TRANSFER PAYMENT	03/28/24	-5,000.00		13,332.40
04/16/24	14048/9 APRIL	2024 CIMC 53' Trailer w/ Carrier Reefer x 2	04/13/24	6,110.80	6,110.80	19,443.20
04/30/24	NSF/INT FEES	NSF/INTEREST FEES	04/30/24	444.52	444.52	19,887.72

Total Arrears Owing	**19,887.72**
Plus May 13th PAP	**6,110.80**
Total Balance Owing	**25,998.52**

RIORDAN CAR AND TRUCK RENTALS INC.

Statement

8438048 Canada Inc. o/a AMG Global
Narinder S. Shoker
6 Darou Crescent
Brampton, ON L6R 0N7
Canada

Riordan Car & Truck Rental
1158 King St. E
Kitchener, ON N2G 2N4

		Phone No.	(519) 579-8193
Customer No.	59771	Home Page	
Statement No.	2	E-Mail	
Document Date	May 13, 2024	Tax Registration No.	10122 2354RT 0001
Starting Date	01/01/24	Giro No.	
Ending Date	05/10/24	Bank	
		Account No.	

Posting Date	Document No.	Description	Due Date	Original Amount	Remaining Amount	Balance
Entries						
						0.00
04/16/24	4014027 APRIL	2015 Wabash 53' Trailer w/ TK SB330 Reefer	04/16/24	1,305.15	1,305.15	1,305.15
04/30/24	NSF/INT FEES	NSF/Interest Fees	04/30/24	69.58	69.58	1,374.73

Total Arrears	**1,374.73**
Plus May 13th PAP	**1,305.15**
Total Balance Owing	**2,679.88**

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RIORDAN LEASING INC. Plaintiff	- and-	8438048 CANADA INC. ET AL Defendants Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

AFFIDAVIT OF REGAN HOSKIN

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

TAB 3

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Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL and NARINDER SHOKER

Defendants

AFFIDAVIT OF JAMES HERITAGE

I, James Heritage, of the City of Amaranth, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a licensed Bailiff for the province of Ontario, working as an assistant Bailiff with Ontario Legal Recovery Ltd. ("**OLR**"). Unless I indicate to the contrary, these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. On February 7, 2024, OLR was retained by Riordan Leasing Inc. ("**Riordan**" or the "**Plaintiff**") to recover the following equipment:

    a. (1) 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000, w/ TK SB330 Reefer, Serial No. 6001163419;
    b. (1) 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier

DocuSign Envelope ID: B55E6BAE-B0E7-4856-B650-4BFAB04160CB

Reefer, Serial No. VAP91748351; and

c. (1) 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393

hereinafter referred to as the "**Equipment**").

2. On February 12, 15, 20, 22, 27 and March 6, 12, 19, 22, 28 of 2024 I attended at the Defendants' yard at 425 Gibraltar Drive, Mississauga, Ontario (the "**425 Gibraltar Drive**") in an attempt to locate and seize the Equipment, however, no one was around on these dates and I was unable to access the yard as it is gated and locked. I could not see or verify equipment through the fences.

3. On April 11, 2024 when I attended at 425 Gibraltar Drive I was able to speak with the owner and Defendant, Narinder Shoker ("**Shoker**"). Shoker advised me that he would make a payment of $5,000 the following day (Friday April 12th). Shoker said if the payment was not made by 2:00pm on Friday April 12th, he would surrender the units.

4. I am advised by Bruce Godbehere of OLR, and verily believe, that on April 17, 2024 he spoke with Stacey Martin at Riordan who confirmed that no payment was made.

5. After confirming with Riordan that the account was still in arrears, I tried to reach Shoker through phone calls and text messages. He did not respond.

6. On April 26th, I re-attended at 425 Gibraltar Drive and none of Riordan's units were on site. I went inside the office but the staff claimed to not be able to speak English.

7. I have continued to monitor 425 Gibraltar Dr. while in the area. To date, I have not been able to recover the Equipment.

8. All this information was relayed to Riordan. Based on Shoker's communication and our exhaustive efforts, it is clear that he has no intention of surrendering the

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Equipment or paying his arrears. I believe the only way to secure the Equipment is through an order of possession.

9. I make this affidavit in support of the within motion and for no other improper purpose.

***Sworn* or *Affirmed* before me:** ☐ in person OR ☒ by video conference

by JAMES HERITAGE of the City of Amaranth, in the Province of Ontario, before me at the City of London in the Province of Ontario, on June 26, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
A3A8BA2E7108407...

Signature of Commissioner (or as may be)

DocuSigned by:
BB152B55445D433...

JAMES HERITAGE

77

RIORDAN LEASING INC. - and- 8438048 CANADA INC. ET AL

Plaintiff

Defendants

Court File No. CV-24-00001998-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

AFFIDAVIT OF JAMES HERITAGE

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

RIORDAN LEASING INC. - and- 8438048 CANADA INC. ET AL

Plaintiff Defendants

Court File No. CV-24-00001998-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

MOTION RECORD

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

EXHIBIT “H”

This is **Exhibit "H"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	**FRIDAY, THE 5th**
	)	
JUSTICE J.R. MACFARLANE	)	**DAY OF JULY, 2024**

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL and NARINDER SHOKER

Defendants

O R D E R

THIS MOTION made in writing by the Plaintiff, **Riordan Leasing Inc.** (the "**Plaintiff**" or "**Riordan**"), without notice to the Defendants, was heard this day at the Court House, 80 Dundas Street, London, Ontario N6A 6A3.

ON READING the Plaintiff's Notice of Motion, the Affidavit of Regan Hoskin sworn June 26, 2024, and exhibits attached thereto, the Affidavit of James Heritage sworn June 26, 2024, and exhibits attached thereto, and the Factum of Law dated June 18, 2024, filed,

1. **THIS COURT ORDERS** that Riordan is entitled to immediate and interim possession of:

a. 2015 Wabash 53’ Trailer, Serial No. 1JJV532B2FL866000 w/ TK SB330 Reefer, Serial No. 6001163419;

b. 2024 CIMC 53’ Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351; and

c. 2024 CIMC 53’ Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393

(collectively the “**Equipment**”).

2. **THIS COURT ORDERS** the Defendants to provide particulars as to the whereabouts of the Equipment to the Plaintiff.

3. **THIS COURT ORDERS** that the Defendants provide the Plaintiff, its bailiff, the Sheriff and/or the police access to the premises where the Equipment is located at any location as may reasonably be expected where the Equipment may be located, including but not limited to:

    1. 425 Gibraltar Drive, Mississauga;
    2. 6 Darou Crescent, Brampton;

    This includes the entrance to any locked premises, garages and the entry into gated yards, and the removal of any equipment (including forklifts or other vehicles or stationary trailers) that may be blocking the recovery of the Equipment for the purpose of removing same.

4. **THIS COURT ORDERS** that the Plaintiff pay any costs and damages which are found to be owing to the Defendants or any other person with an interest in the

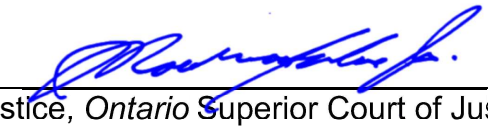
Equipment, as a result of the issuance of this Order and taking of possession of the Equipment.

5. **THIS COURT ORDERS** that the Plaintiff, its bailiff and/or the Sheriff are to hold the Equipment and not take any steps to sell the Equipment without a further Order of this Honourable Court.

6. **THIS COURT ORDERS** that the Plaintiff shall serve forthwith the motion materials leading to this Order and this Order on the Defendants by personal service, regular mail, courier and email to the last known address of the Defendants.

7. **THIS COURT ORDERS** that the costs of this Motion be reserved to be determined upon the final disposition of this action.

8. **THIS COURT ORDERS** This court orders that this order shall be enforced for a period of ten days. The matter is adjourned until July 12, 2024, at 10 am for the consideration of an extension on notice to the defendants.



Justice, *Ontario* Superior Court of Justice

RIORDAN LEASING INC. - and- 8438048 CANADA INC. ET AL

Plaintiff Defendants

Court File No. CV-24-00001998-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

ORDER

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

EXHIBIT “I”

This is **Exhibit "I"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Court File No. CV-24-00001998-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAM	)	**FRIDAY, THE 12th**
	)	
JUSTICE TRANQUILLI	)	**DAY OF JULY, 2024**

B E T W E E N:

RIORDAN LEASING INC.

Plaintiff

and

8438048 CANADA INC. O/A AMG GLOBAL and NARINDER SHOKER

Defendants

O R D E R

THIS MOTION made by the Plaintiff, **Riordan Leasing Inc.** (the "**Plaintiff**" or "**Riordan**"), with notice to the Defendants, was heard this day at the Court House, 80 Dundas Street, London, Ontario N6A 6A3.

ON READING the Plaintiff's Notice of Motion, the Affidavit of Regan Hoskin sworn June 26, 2024, the Affidavit of James Heritage sworn June 26, 2024, the Affidavit of Service of Liz Pawley sworn July 10, 2024, and all exhibits attached thereto, the Factum of Law dated June 18, 2024, and the Endorsement and Order of the Honourable Justice J.R. MacFarlane dated July 5, 2024, filed;

1. **THIS COURT ORDERS** that Riordan is entitled to immediate and interim possession of:

   a. 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000 w/ TK SB330 Reefer, Serial No. 6001163419;

   b. 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351 (the "**CIMC 48**"); and

   c. 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393

   (collectively the "**Equipment**").

2. **THIS COURT ORDERS** that the Defendants, 8438048 Canada Inc. and Narinder Shoker, shall provide particulars as to the whereabouts of CIMC 48 to the Plaintiff, its bailiff, Ontario Legal Recovery Ltd. (the "**Bailiff**"), and/or the Sheriff in the jurisdiction in which the CIMC 48 is located and shall update and advise the Plaintiff of such particulars as to the whereabouts of the CIMC 48 when the CIMC 48 is in Ontario.

3. **THIS COURT ORDERS** that the Defendants provide the Plaintiff, the Bailiff, the Sheriff and/or the police access to the premises where the CIMC 48 is located at any location as may reasonably be expected where the Equipment may be located, including but not limited to:

   1. 425 Gibraltar Drive, Mississauga;
   2. 6 Darou Crescent, Brampton;

This includes the entrance to any locked premises, garages and the entry into gated yards, and the removal of any equipment (including forklifts or other vehicles or stationary trailers) that may be blocking the recovery of the Equipment for the purpose of removing same.

4. **THIS COURT ORDERS** that the Plaintiff pay any costs and damages which are found to be owing to the Defendants or any other person with an interest in the Equipment, as a result of the issuance of this Order and taking of possession of the Equipment.

5. **THIS COURT ORDERS** that the Plaintiff, the Bailiff and/or the Sheriff are to hold the Equipment and not take any steps to sell the Equipment without a further Order of this Honourable Court.

6. **THIS COURT ORDERS** that the costs of this Motion be reserved to be determined upon the final disposition of this action.

7. **THIS COURT ORDERS** that the balance of this matter is adjourned sine die.

R Tranquilli J

Justice, *Ontario* Superior Court of Justice

RIORDAN LEASING INC.

Plaintiff

- and-

8438048 CANADA INC. *et al.*

Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
London, Ontario

ORDER

Harrison Pensa LLP
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

K. Daniel Reason
Tel: (519) 679-9660
E-mail: dreason@harrisonpensa.com
Lawyers for the Plaintiff
File No. 202202

EXHIBIT “J”

This is **Exhibit "J"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Qasim Kareemi

From: shoker <shoker@amgfleets.ca>
Sent: July 15, 2024 3:20 PM
To: Qasim Kareemi; accounting
Cc: Dan Reason; Jonathan Mahoney; Liz Pawley
Subject: RE: Riordan Leasing Inc. - Our File No. 202202 [IMAN-HPMAIN.FID868529]

[EXTERNAL EMAIL]

Hi Qasim
All the equipment has been surrendered to the recovery guys.
They have taken the reefer trailers last week. DO you still think that any motion required after this?
We have returned as per the discussion over the phone with Riordan Leasing.
Please let me know if you want me to arrange a lawyer for further conversation.

Thanks and Regards

NINDER SHOKER

Director

AMG THE GROUP OF COMPANIES

425 GIBRALTAR DR , **MISSISSAUGA** ON , L5T 2S9

TEL : 416-6397-AMG(264) X 110 FAX : 416-964-3964

E MAIL : shoker@amggroups.ca

Check us out on : www.AMGGROUPS.ca Facebook

"The Fine Approach For Customer Satisfaction"



Maximum liability shall not exceed $4.41/kg ($2.00/lb) computed on the total weight of the shipment unless a declared valuation states otherwise. These terms and conditions include exonerations and limitations of liability as provided or permissible by law. The information in this email is confidential and may be

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We have over 120,000 sq. ft. Space avaialble immediately for warehousing and storage Long term or short term . We do Crossdock , Handle all kind shipments , Reefers , Dry vans , Containers as well

---

From: Qasim Kareemi <qkareemi@harrisonpensa.com>
Sent: Thursday, July 11, 2024 3:47 PM
To: shoker <shoker@amgfleets.ca>; accounting <accounting@amgfleets.ca>
Cc: Dan Reason <dreason@harrisonpensa.com>; Jonathan Mahoney <jmahoney@harrisonpensa.com>; Liz Pawley <lpawley@harrisonpensa.com>
Subject: RE: Riordan Leasing Inc. - Our File No. 202202 [IMAN-HPMAIN.FID868529]

Hello Mr. Shoker,

Please find below the zoom link for the return of the motion, scheduled for July 12, 2024 at 10 a.m.

https://ca01web.zoom.us/j/69781348707?pwd=V0xDUFRENDIrRFVCMHpPRk5ZNGVHZz09
Alternate Method of Connecting 1- 855 703 8985
Canada Toll-free Meeting ID: 697 8134 8707 Passcode: 827827

Thank you,

Qasim Kareemi | Associate | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2 | *tel* 519-661-6764 | *fax* 519-667-3362 | qkareemi@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Liz Pawley <lpawley@harrisonpensa.com>
Sent: Wednesday, July 10, 2024 10:18 AM
To: shoker@amgfleets.ca; accounting@amgfleets.ca
Cc: Qasim Kareemi <qkareemi@harrisonpensa.com>
Subject: Riordan Leasing Inc. - Our File No. 202202

Dear Sir,

We are the solicitors for Riordan Leasing Inc. with regards to your indebtedness to them.

Please find attached the following:

- Statement of Claim. Please accept service of the Statement of Claim by signing the back page of the claim where indicated and return same to us;

- Motion Record
- Order dated July 5, 2024.

We look forward to hearing from you.

Kind regards,
Liz.

Liz Pawley | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario, N6A 5R2 | 519-850-5591 | *fax* 519-667-3362 | lpawley@harrisonpensa.com

Assistant to K. Daniel Reason | *tel* 519-661-6725 | dreason@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize and can verify the sender and know the content is safe.

EXHIBIT “K”

This is **Exhibit "K"** referred to in the Affidavit of Regan Hoskin of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 24th day of February, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
Jennifer L. Caruso
5B83B486EDAF451...

Commissioner for Taking Affidavits (or as may be)
Jennifer Caruso (LSO #79321K)

Qasim Kareemi

From: Qasim Kareemi
Sent: July 16, 2024 1:09 PM
To: shoker; accounting
Cc: Dan Reason; Jonathan Mahoney; Liz Pawley
Subject: RE: Riordan Leasing Inc. - Our File No. 202202 [IMAN-HPMAIN.FID868529]
Attachments: Letter to Shoker - July 16, 2024.pdf; 0002 ISSUED_Order for possession Riordan Leasing SIGNED 2024-07-05 - Original.pdf; 0001 Endorsement_Macfarlane J_CV-24-1998_5_July_2024 2024-07-05 - Original.pdf; 0004 Endorsement - CV-24-1998 Riordan Leasing Inc v 8438048 Canada Inc. - 2024-07-12 - Original.pdf; 0003 Order - CV-24-1998 Riordan Leasing Inc v 8438048 Canada Inc - 2024-07-12 - Original.pdf

Hello Mr. Shoker,

Please find attached correspondence of today's date with attachments.

Regards,

Qasim Kareemi | Associate | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2 | *tel* 519-661-6764 | *fax* 519-667-3362 | qkareemi@harrisonpensa.com

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From: shoker <shoker@amgfleets.ca>
Sent: Monday, July 15, 2024 3:20 PM
To: Qasim Kareemi <qkareemi@harrisonpensa.com>; accounting <accounting@amgfleets.ca>
Cc: Dan Reason <dreason@harrisonpensa.com>; Jonathan Mahoney <jmahoney@harrisonpensa.com>; Liz Pawley <lpawley@harrisonpensa.com>
Subject: RE: Riordan Leasing Inc. - Our File No. 202202 [IMAN-HPMAIN.FID868529]

[EXTERNAL EMAIL]

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We have returned as per the discussion over the phone with Riordan Leasing.
Please let me know if you want me to arrange a lawyer for further conversation.

Thanks and Regards

NINDER SHOKER

Director

AMG THE GROUP OF COMPANIES

425 GIBRALTAR DR , **MISSISSAUGA** ON , L5T 2S9

TEL : 416-6397-AMG(264) X 110 FAX : 416-964-3964

E MAIL : shoker@amggroups.ca

Check us out on : www.AMGGROUPS.ca Facebook

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We have over 120,000 sq. ft. Space avaialble immediately for warehousing and storage Long term or short term . We do Crossdock , Handle all kind shipments , Reefers , Dry vans , Containers as well

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Sent: Thursday, July 11, 2024 3:47 PM
To: shoker <shoker@amgfleets.ca>; accounting <accounting@amgfleets.ca>
Cc: Dan Reason <dreason@harrisonpensa.com>; Jonathan Mahoney <jmahoney@harrisonpensa.com>; Liz Pawley <lpawley@harrisonpensa.com>
Subject: RE: Riordan Leasing Inc. - Our File No. 202202 [IMAN-HPMAIN.FID868529]

Hello Mr. Shoker,

Please find below the zoom link for the return of the motion, scheduled for July 12, 2024 at 10 a.m.

https://ca01web.zoom.us/j/69781348707?pwd=V0xDUFRENDIrRFVCMHpPRk5ZNGVHZz09

Alternate Method of Connecting 1- 855 703 8985
Canada Toll-free Meeting ID: 697 8134 8707 Passcode: 827827

Thank you,

Qasim Kareemi | Associate | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2 | *tel* 519-661-6764 | *fax* 519-667-3362 | qkareemi@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Liz Pawley <lpawley@harrisonpensa.com>
Sent: Wednesday, July 10, 2024 10:18 AM
To: shoker@amgfleets.ca; accounting@amgfleets.ca
Cc: Qasim Kareemi <qkareemi@harrisonpensa.com>
Subject: Riordan Leasing Inc. - Our File No. 202202

Dear Sir,

We are the solicitors for Riordan Leasing Inc. with regards to your indebtedness to them.

Please find attached the following:

- Statement of Claim. Please accept service of the Statement of Claim by signing the back page of the claim where indicated and return same to us;
- Motion Record
- Order dated July 5, 2024.

We look forward to hearing from you.

Kind regards,
Liz.

Liz Pawley | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario, N6A 5R2 | 519-850-5591 | *fax* 519-667-3362 | lpawley@harrisonpensa.com

Assistant to K. Daniel Reason | *tel* 519-661-6725 | dreason@harrisonpensa.com

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Harrison Pensa
LAWYERS

Qasim Kareemi
Direct Line: 519-661-6764
qkareemi@harrisonpensa.com

July 16, 2024

Via Email:
shoker@amgfleets.ca and accounting@amgfleets.ca

Narinder Shoker
8438048 Canada Inc. operating as AMG Global

Dear Sir,

Re: Riordan Leasing v. 8438048 Canada Inc. & Narinder Shoker – Our File No. 202202

On July 5, 2024, the Honourable Justice MacFarlane ordered, inter alia and on a without notice basis, that Riordan is entitled to immediate interim possession of the following equipment:

1. 2015 Wabash 53' Trailer, Serial No. 1JJV532B2FL866000 w/ TK SB330 Reefer, Serial No. 6001163419 (the "**Wabash**");

2. 2024 CIMC 53' Trailer, Serial No. 2SHSR5325RS003248 w/ Carrier Reefer, Serial No. VAP91748351 (the "**CIMC 48**"); and

3. 2024 CIMC 53' Trailer, Serial No. 2SHSR5327RS003249 w/ Carrier Reefer, Serial No. VAP91749393 (the "**CIMC 49**").

Justice MacFarlane also ordered that you, Narinder Shoker, and 8438048 Canada Inc., were to provide Riordan and/or its bailiff with particulars of the location of the equipment and access to the premises where the equipment was located.

On July 8, 2024, Riordan's bailiff, Ontario Legal Recovery Ltd, attended at your yard, located at 425 Gibraltar Drive, Mississauga, and recovered the Wabash and CIMC 49. The CIMC 48 was not recovered.

You had advised the bailiff that the CIMC 48 was in the USA and that you will advise when the CIMC 48 is back in your yard.

On July 12, 2024, the Honourable Justice Tranquilli ordered, inter alia and with notice, that you, Narinder Shoker, and 8438048 Canada Inc, shall provide the particulars as to the whereabouts of the CIMC 48 to Riordan and/or its bailiff, and shall provide the plaintiff with access to the premises where the CIMC 48 is located.

I have attached the Orders and Endorsements of Justice MacFarlane and Justice Tranquilli to the email serving this letter.

Despite you stating in your email to me dated July 15, 2024, that "all the equipment has been surrendered", I believe you are aware that the CIMC 48 has not been surrendered to Riordan.

I remind you that you are under a court ordered obligation to provide the whereabouts and access to the CIMC 48.

Given that there is a court order, we expect the CIMC 48 to be returned to Riordan within ten days. We will refrain from commencing a contempt motion until that time.

We look forward to receiving the location and whereabouts of the CIMC 48 and your prompt assistance in returning same to Riordan.

If we do not hear from you within 10 days, we will proceed with a contempt motion as instructed by our client without further notice to you.

Govern yourself accordingly,



Qasim Kareemi
Direct: 519-661-6764
Email: qkareemi@harrisonpensa.com

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

AFFIDAVIT OF REGAN HOSKIN

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

Tel: 416 366 8381
Fax: 416 364 7813

Lawyers for the Receiver, BDO Canada Limited

TAB 5

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 11TH
	)	
JUSTICE PENNY	)	DAY OF MARCH, 2025

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

ORDER
(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"**) was heard this day by videoconference.

ON READING the Motion Record of the Receiver dated February 28, 2025, including the First Report of the Receiver dated February 28, 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 [●] of [●] dated [●], 2025,

SERVICE

1. **THIS COURT ORDERS** that the time for service of this Notice of Motion and the Motion Record 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 the Breaching Parties shall take steps to purge their contempt on or by March 25, 2025.

4. **THIS COURT ORDERS** and directs that a hearing as to the applicable penalty for the above-noted contempt be scheduled during the week of April 1, 2025.

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)

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

TAB 6

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 11TH
	)	
JUSTICE PENNY	)	DAY OF MARCH, 2025

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

ORDER
(BANKRUPTCY ASSIGNMENT ORDER)

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

ON READING the Motion Record of the Receiver dated February 28, 2025, including the First Report of the Receiver dated February 28, 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 [●] of [●] dated [●], 2025,

BANKRUPTCY ASSIGNMENT

1. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to:

(a) assign the Debtor, or cause the Debtor to be assigned, into bankruptcy (upon such assignment, the **"Bankrupt"**); and,

(b) to act as trustee in bankruptcy in respect of the Bankrupt (in such capacity, the **"Trustee"**), take possession and control of the assets of such Bankrupt for the purposes of this Receivership, and to pay the costs of such a bankruptcy from the proceeds of the Receivership, including, without limitation, the fees and disbursements of the Trustee.

GENERAL

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

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

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

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

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

CANADIAN WESTERN BANK
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
(BANKRUPTCY ASSIGNMENT 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

TAB 7

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 11TH
	)	
JUSTICE PENNY	)	DAY OF MARCH, 2025

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

ORDER
(ASSET RECOVERY ORDER)

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

ON READING the Motion Record of the Receiver dated February 28, 2025, including the First Report of the Receiver dated February 28, 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 [●] of [●] dated [●], 2025,

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

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

3. **THIS COURT ORDERS** that AMG Global Forwarding Inc. and 14713737 Canada Inc. (the parties occupying the property municipally known as 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario (the **"Guelph Line Lot,** and together with the Gibraltar Lot and the Kenderry Lot, the **"Lots"**)), any other occupants of the Guelph Line Lot, and any other person in power, possession or control of the Guelph Line Lot shall provide the Receiver or its

agents and representatives, or any other party authorized by the Receiver, with immediate access to the Guelph Line Lot.

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

5. **THIS COURT ORDERS** that the immediate access provided for in paragraphs 1-4 includes allowing and/or facilitating the Receiver or its agents or representatives to enter into any locked premises, garages, and/or gated yards, and to remove any equipment that may be blocking the recovery of Property by the Receiver or its agents or representatives or any other party authorized by the Receiver.

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

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

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

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

10. **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.

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

CANADIAN WESTERN BANK
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
(ASSET RECOVERY ORDER)

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Lawyers for the Receiver, BDO Canada Limited

TAB 8

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 11TH
	)	
JUSTICE PENNY	)	DAY OF MARCH, 2025

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

ORDER
(EXAMINATION AND PRODUCTION ORDER)

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

ON READING the Motion Record of the Receiver dated February 28, 2025, including the First Report of the Receiver dated February 28, 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 [●] of [●] dated [●], 2025,

1. **THIS COURT ORDERS** that Narinder Shoker shall:

(a) respond to the undertakings found at Appendix "CC" of the Receiver's First Report by no later than seven (7) days following the issuance of this Order. For greater certainty, this includes but is not limited to producing the documents and records set forth in the Notice of Examination dated January 20, 2025;

(b) disclose the location of all vehicles and trailers used in the operation of the Debtor's business;

(c) deliver possession of any of the Debtor's Property to the Receiver, including but not limited to any vehicles or trailers, including any keys and ownership documents for those vehicles or trailers, that were used in the operation of the Debtor's business; and,

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

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

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

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

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

(a) produce all books, records and documents of, or in any way related to or connected with, the Debtor, wherever located, including without limitation, all financial records, bank account statements, accounts receivables listings, customer invoices, supplier invoices and fleet and equipment leases, acquisitions and dispositions;

(b) produce a list detailing the date, transaction type, relevant vehicle identification number, consideration paid and copies of all relevant documentation, such as invoices, receipts, service records and any other pertinent paperwork of all vehicle

purchases, transfers, services, maintenance activities and any other related transactions between the Debtor and GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., that occurred within the eighteen-month (18) month period preceding the date of this Order;

(c) disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of the Debtor's business; and,

(d) deliver possession of any of the Debtor's Property to the Receiver, including but not limited to any vehicles or trailers, including any keys for those vehicles or trailers, that are being used by GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. in the operation of their respective businesses or otherwise in their possession or control.

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

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

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

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

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
(EXAMINATION AND PRODUCTION ORDER)

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Lawyers for the Receiver, BDO Canada Limited

TAB 9

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

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. 43, as amended

CONSENT TO ORDER

THE PARTIES HERETO, by their lawyers, hereby consent to an order in the form attached as Schedule "A" hereto.

THE PARTIES HERETO, by their lawyers, certify that no person affected by this order is a person under a disability.

Date: January 14, 2025

Per: _____

CASSELS BROCK & BLACKWELL LLP
Per: Jeremy Bornstein / Alec Hoy
Lawyers for the Applicant, Canadian Western Bank

Date: January 14, 2025

Per: 

JASWAL LAW
Per: Dhanbir Jaswal

Lawyers for the Respondent, 8438048 Canada Inc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	[●], THE [●]
	)	
JUSTICE BLACK	)	DAY 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 Motion 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.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

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

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

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

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

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

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

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

DATED the _____ day of _____, 2024.

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

Per: _____

Name:

Title:

Canadian Western Bank Applicant	and	8438048 Canada Inc. Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

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

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Lawyers for the Receiver, BDO Canada Limited

CANADIAN WESTERN BANK -and- 8438048 CANADA INC.

Applicant Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

CONSENT TO ORDER

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TAB 10

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, RSO 1990, c.C.43, AS AMENDED

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CANADIAN WESTERN BANK
Applicant

-and-

8438048 CANADA INC.
Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF THE
RECEIVER VOLUME 4 OF 4
(RETURNABLE MARCH 11, 2025)

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