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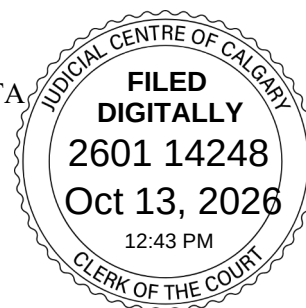
ESTATE FILE NUMBER 2601-14248

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ROYAL BANK OF CANADA

RESPONDENTS JAY'S METAL PRODUCTS LTD., JAY'S
METAL STRUCTURAL LTD., JAY'S
METAL STEEL FRAMING LTD., JAY'S
METAL EDMONTON LTD., JAGJIT
BAJWA, and RAJINDER SINGH



DOCUMENT **FOURTH REPORT OF THE RECEIVER
BDO CANADA LIMITED
OCTOBER 12, 2026**

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INTRODUCTION

1. Pursuant to an order (the “**Receivership Order**”) of the Honourable Justice G.S. Dunlop of the Court of King’s Bench of Alberta (the “**Court**”) dated August 20, 2026 (the “**Date of Receivership**”), BDO Canada Limited (“**BDO**”) was appointed receiver and manager (the “**Receiver**”) of the property, assets and undertakings of the Respondents, Jay’s Metal Products Ltd. (“**Jay’s Products**”), Jay’s Metal Structural Ltd., (“**Jay’s Structural**”) Jay’s Metal Steel Framing Ltd. (“**Jay’s Framing**”) and Jay’s Metal Edmonton Ltd. (“**Jay’s Edmonton**”) (collectively, “**Jay’s Metal**”, the “**Companies**”, or the “**Debtors**”).
2. Jay’s Metal is an Alberta-based metal fabrication and building products group serving the Western Canadian construction industry, with operations covering architectural and roofing metal products, structural steel, and steel framing. All of the entities within the Jay’s Metal banner were incorporated under the laws of the province of Alberta and their registered office is located in Calgary, Alberta. Jay’s Metal has various locations in Calgary and one location in Edmonton.
3. On September 2, 2026, the Receiver filed a report (the “**First Report**”) to provide, *inter alia*, certain background information related to the Companies and certain comments with respect to material assets and liabilities as currently known to the Receiver. The Receiver also provided an update to the Court with respect to the Receiver’s interactions with Management (as defined below) and difficulties experienced in obtaining compliance with obligations to provide the books and records of the Companies, as well as details of third parties who are in possession of the books and records of the Companies (the “**Records**”).
4. On September 3, 2026, the Court granted a further order of the Honourable Justice M.A. Marion (the “**Compelling Order**”), *inter alia*, requiring the Companies and Management to comply immediately and fully with paragraphs 4, 5 and 6 of the Receivership Order and with all reasonable requests and directions of the Receiver made pursuant to the Receivership Order.
5. On September 16, 2026, the Receiver filed the requisite materials to assign Jay’s Products into bankruptcy as authorized by Paragraph 3(s) of the Receivership Order after having given notice on August 27, 2026 of such intention as required by the Receivership Order. The documents were accepted by the Office of the Superintendent of Bankruptcy on September 17, 2026 (the “**Date of Bankruptcy**”). BDO Canada Limited is also named as Licensed Insolvency Trustee (the “**Trustee**”) of Jay’s Products in these concurrent proceedings.

6. On September 17, 2026, the Receiver filed its second report (the “**Second Report**”) in connection with providing an update on Management’s compliance with the terms of the Compelling Order leading to the Receiver’s application seeking a further Order, *inter alia*,
- (a) Declaring under rule 10.52(3)(a)(i) of the Alberta Rules of Court that Management are both in civil contempt of Court by intentionally failing, without reasonable excuse, to comply with the order of the Honourable Justice M.A. Marion pronounced September 3, 2026;
 - (b) Declaring that the Debtors have substantially failed to comply with the Compelling Order through the acts and omissions of Management;
 - (c) Requiring each member of Management to purge the contempt by fully completing every outstanding obligation identified in Schedule “A” to the proposed order no later than 4:00 p.m. on September 23, 2026;
 - (d) Requiring all computers, mobile devices, storage media and other equipment used in the Debtors’ business, together with all passwords, credentials and administrator information, to be physically delivered to BDO Canada Limited in its capacity as Court-appointed Receiver and manager;
 - (e) Requiring each member of Management, by the Purge Deadline, to swear and serve a separate affidavit that responds paragraph by paragraph to Schedule “A” to the proposed Order, identifies all materials and information delivered, identifies any responsive item not delivered and the steps taken to obtain it, explains any alleged inability to comply with supporting documents, and confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired;
 - (f) Requiring Management to attend personally before the court on a date and time as directed by the court for a review of compliance and sanctions (the “**Review Hearing**”) unless the Receiver confirms in writing that the contempt has been completely purged and the Court dispenses with attendance; and
 - (g) Requiring Management, jointly and severally, to pay the Receiver’s costs of all steps reasonably taken after September 3, 2026 to secure compliance with the Compelling Order and the costs of the within application on a solicitor-and-client basis, payable forthwith in an amount to be agreed or assessed.

7. On September 18, 2026, the Court granted an order (the “**Order Declaring Non-Compliance**”), a copy of which is attached as **Appendix “A”** approving the substantial portion of the relief sought by the Receiver outlined above, with the notable exception of a finding of contempt and the ordering of a fine.
8. On September 23, 2026, the Receiver prepared and filed its third report (the “**Third Report**”) to provide, *inter alia*, the following information to the Court:
 - (a) the Receiver’s preliminary assessment of Management’s compliance with the Order Declaring Non-Compliance, based on materials received and reviewed as of 5:00 p.m. on September 23, 2026; and
 - (b) identify the Receiver’s assessment of obligations that have been complied with; partially complied with; remain outstanding; or remain subject to verification.
9. On September 24, 2026, the Court granted an order (the “**Order Adjourning Return Application**”), a copy of which is attached as **Appendix “B”**, which *inter alia*:
 - (a) Declared that Management has not complied with Paragraph 5 of the Non-Compliance Order;
 - (b) Ordered each member of Management to fully comply with paragraph 5 of the Non-Compliance Order by no later than 4:00 p.m. on Monday, September 28, 2026 (the “**Further Compliance Deadline**”); including by separately swearing and serving an affidavit that:
 - i. Responds paragraph by paragraph to Schedule “A” to the Non-Compliance Order;
 - ii. Identifies all materials, devices, credentials and information delivered;
 - iii. Identifies every responsive item not delivered, its last known location and custodian, and all steps taken to obtain it;
 - iv. Explains any alleged inability to comply and exhibits supporting documents; and
 - v. Confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired.
 - (c) Adjourns the return application to Thursday, October 15, 2026 at 8:30 a.m.

10. This fourth report of the Receiver (the “**Fourth Report**”) has been prepared to provide the Court with the Receiver’s further assessment of Management’s responses to Schedule “A” to the Non-Compliance Order, together with the Receiver’s initial concerns with respect to its review of information provided by Management thus far. This includes the information obtained through an examination of Mr. Jagjit Bajwa (the “**Initial Bajwa Examination**”) conducted by the Receiver’s counsel on October 1, 2026 pursuant to paragraphs 7 to 10 of the Order Declaring Non-Compliance. A copy of the transcript of such examination (the “**Bajwa Transcript**”) is appended as **Appendix “C”**.
11. Capitalized terms not otherwise defined herein are as defined in the Receivership Order, the First Report through Third Report or the Affidavit of Marlene Starenky of Royal Bank of Canada (the “**Starenky Affidavit**”) sworn on August 10, 2026 and filed in this matter.

TERMS OF REFERENCE

12. In preparing this Fourth Report, the Receiver and Trustee have relied on the Receivership Order, the Compelling Order, the Order Adjourning the Return Application, the First Report through Third Report, the Bajwa Transcript, the Receiver’s own records and observations, the Starenky Affidavit, information received from Royal Bank of Canada, documents and information produced by Management, communications with Management and third parties. Except where this Fourth Report describes the Receiver’s or Trustee’s own acts or observations, neither the Receiver nor the Trustee have audited or independently verified the information received and neither expresses an audit opinion or other assurance in respect of it.
13. The Receiver notes that while it has commenced its review of the hard copy records that have been provided which appear to be largely administrative and operational in nature, it has not completed a fulsome review of each document, therefore highlights that it is continuing such review and reserves its rights to request further documents and clarifications from such ongoing review.
14. A copy of this Fourth Report will be made available to creditors and other interested parties in electronic format on the Receiver’s website: www.bdo.ca/JaysMetal.
15. All references to currency are in Canadian dollars unless otherwise noted.

AFFIDAVITS FILED BY MANAGEMENT

16. On September 28, 2026 the Receiver was served with copies of sworn affidavits of Mr. Bajwa and Mr. Singh respectively (collectively, the “**Non-Compliance Affidavits**”).

17. In summary, based on its review of the Non-Compliance Affidavits, and noting and agreeing with the Court's comments during the September 24, 2026 application that certain of the requested information may simply not be available, the Receiver advises the Court that it would consider that Management has appeared to technically address the substantial majority of the requirements of Schedule "A", as outlined below.
18. However, based on the Receiver's review of such responses, and the information obtained by the Receiver from the Initial Bajwa Examination in respect of some of his responses, the Receiver has continuing concerns with respect to the accuracy, completeness or veracity of such responses. As set out below, material categories remain incomplete, unsupported, inaccessible or subject to verification. The Receiver also identified additional omissions and inconsistencies during the Initial Bajwa Examination.
19. Notwithstanding the above, the Receiver is no longer seeking a declaration that Management is in civil contempt at the October 15, 2026 hearing. The Receiver nevertheless considers it important to report the objective deficiencies and inconsistencies in the evidence so that the Court can assess the extent of compliance with its Orders and the reasonableness of the additional costs incurred to obtain that compliance. Additionally, the Receiver is continuing to seek an order that Management be responsible on a joint and several basis, for the incremental costs required to be incurred by the Receiver and its legal counsel in obtaining cooperation with the Receivership Order, the Compelling Order and the Non-Compliance Order.
20. The Receiver has provided a paragraph by paragraph outline of Management's responses and any material comments that the Receiver may have thereon. As each of Mr. Bajwa's and Mr. Singh's responding affidavits are substantially similar, for the sake of brevity, the Receiver has responded jointly.

<u>Paragraph</u>	<u>Obligation</u>
6, 7 and 17	All books and records; identify all custodians and electronic-system administrators

Non-Compliance Affidavit response

21. Management advises that prior to mid-2025, the business used the Desktop version of QuickBooks and that before switching to a customized website/app systems, all the records were printed and are currently available.

Receiver comments

22. While the Receiver continues to review the hard copy Records provided, it has not yet identified a fulsome copy of a printed backup of the records generated prior to conversion.
23. The Receiver also notes that even if all the electronic records of the Company were somehow maintained in a website/data app, if the conversion happened in mid-2025, the Receiver would have expected that there would be electronic records on the Desktops (as defined below) delivered to the Receiver, which there was not.
24. The Receiver further notes that Management's explanation of who possessed or controlled the Records changed over time. The Receiver's August 20, 2026 summary recorded Mr. Bajwa's advice that effectively all books and records were in the possession of his niece. Later correspondence identified Mr. Bajwa as the bookkeeping contact and the IT Consultant as the overseas website and email contact. In his Non-Compliance Affidavit, Mr. Bajwa described his niece as a part-time casual worker who occasionally assisted with collections. During the Initial Bajwa Examination, an undertaking was required to obtain her complete contact information: Bajwa Transcript, pp. 29-37 and 153. As of the date of this Fourth Report, only her name and telephone number have been provided. While the Receiver has made initial contact with such individual, it has not received a complete account of the records, devices or credentials formerly or presently held by her.
25. Mr. Bajwa and his counsel facilitated an introduction to the IT Consultant who responded indicating that he had pending invoices to be cleared before he shares any information, to which the Receiver's legal counsel responded to such correspondence with an email attached as **Appendix "D"**, *inter alia*:
 - (a) Outlining the obligation under the Receivership Order to provide the Receiver with access to the Companies' books and records;
 - (b) Highlighting the prohibition under the Receivership Order from suspending, discontinuing, failing to honour, interfering with, terminating or ceasing to perform any right, contract, agreement or license held by the Companies;
 - (c) In the alternative, and without prejudice to the Receiver's position that access is required immediately, requesting, *inter alia*:
 - i. Complete copy of every contract, agreement, statement of work or other arrangement between the IT Consultant and the Companies;

- ii. A list of services provided to the Companies (if not described in the contract or invoices);
 - iii. Copies of all invoices issued; and
 - iv. All written correspondence and details of any verbal correspondence between the IT Consultant and any other representative and Mr. Bajwa.
- 26. As of the date of this Fourth Report, the Receiver has not received a response from the IT Consultant.
- 27. Certain of Mr. Bajwa's testimony relating to the Records is provided below, together with the Receiver's comments thereon:
 - (a) Mr. Bajwa testified that he was unable to access his email account of jay@jaysmetal.com given the arrears to the IT Consultant:
 - i. The Receiver noted that Mr. Singh was able to continue use of his email account raj@jaysmetal.com, contradicting Mr. Bajwa's testimony that the email domain was locked: Bajwa Transcript, pp. 71-72.
 - (b) Mr. Bajwa testified that he would occasionally copy his personal email account with emails related to the business:
 - i. the Receiver has requested an undertaking (taken under advisement) that he provide all emails on Mr. Bajwa's personal email service that relate to the business and affairs of the Companies: Bajwa Transcript, pp. 27.
- 28. The Receiver has not been provided with evidence of a comprehensive preservation and collection process for Company information held in personal email accounts, text messages, WhatsApp, cloud accounts or other business-used systems. Mr. Bajwa acknowledged that he sometimes copied Company communications to his personal email account, but his evidence did not establish that he had searched that account comprehensively.

<u>Paragraph</u>	<u>Obligation</u>
7	List of customers with contact information

Non-Compliance Affidavit response

- 29. Management has provided a listing of customers with contact information which is being reviewed by the Receiver.

Receiver comments

30. At this time, the Receiver considers this obligation to be complied with.

<u>Paragraph</u>	<u>Obligation</u>
8	Records and reasonable assistance to identify customer orders that have been completed, partially completed or not started and the status of such order or goods that are capable of being delivered

Non-Compliance Affidavit response

31. Management attended the Companies' premises and met with a representative of the Receiver to perform an initial walkthrough.

Receiver comments

32. The Receiver acknowledges Management's attendance at the premises with further information requests yet to be provided by the Receiver pending review of this information and discussion with customers. At this time, the Receiver considers this obligation partially complied with full compliance to be determined upon follow-up by the Receiver.

<u>Paragraph</u>	<u>Obligation</u>
8	Records and reasonable assistance to identify valid and collectible accounts receivable and amounts received, credited, disputed unbilled or written off.

Non-Compliance Affidavit response

33. Management previously provided accounts receivable subledgers dated August 20, 2026 for each of Jay's Structural and Jay's Framing with no customer-level detail showing nil balances.
34. Management indicates in the Non-Compliance Affidavit that about 80 percent of the AR is collectible based on best-effort estimates with the exact percentage being able to be calculated using information that is in the Website/App System.
35. Management also indicates that all the information regarding amounts received, credited, disputed or written off can be obtained from the Website/App System or for amounts received from bank statements.

Receiver comments

36. The Receiver has previously expressed concerns with respect to the discrepancy between the August 20, 2026 accounts receivable subledgers for each of Jay's Structural and Jay's Framing with

nil balances as compared to June 30, 2026 subledgers with balances of approximately \$3,990,242 and \$55,781 respectively.

37. Management states that the June 30, 2026 subledger amounts included orders entered as invoices before completion but has not provided a customer-by-customer breakdown of completed work, incomplete or cancelled orders, amounts collected, credits or write-offs. Management's assertions above cannot be verified, or disproven absent access to the Website/App System, which as of the date of this Fourth Report remains inaccessible. The Receiver therefore considers this obligation only partially complied with and presently unverifiable.

<u>Paragraph</u>	<u>Obligation</u>
10	Complete inventory and asset list, including all bank accounts, investments and other property.

Non-Compliance Affidavit response

38. Management describes in the Non-Compliance Affidavit that the business never created a living or ongoing inventory list or an asset list at any point in time.

Receiver comments

39. Management has agreed to attend at the Company's premises on October 13, 2026 to review with the Receiver a listing of equipment included on personal property registry searches which has not been located by the Receiver, together with potential inventory potentially received within the 30 days preceding the date of Receivership (contrary to Management's original assertion to the Receiver that operations had substantially wound down prior to such period).
40. Management has not provided a complete consolidated asset schedule identifying the description, ownership, serial number (where applicable), present location and custodian of each material asset. Nor has Management provided a complete schedule of all bank accounts and investments. Mr. Bajwa has undertook to provide the account numbers for each Debtor and Jay's Holding Corp. on a best-efforts basis: Bajwa Transcript, pp. 93-94 and 154. The Receiver therefore considers the paragraph 10 obligation partially complied with, subject to the October 13 walkthrough and further production.
41. The Receiver acknowledges that a fulsome inventory or capital asset listing may not be available, however, the Receiver also has concerns about improper dispositions of assets and/or inventory given the nature of allegations as described below. On August 20, 2026 Management initially represented to the Receiver that several pieces of equipment had been disposed of prior to the

Receiver's appointment. The Receiver recorded that representation in its August 20, 2026 email and expressly asked Management to correct any misunderstanding. During the Initial Bajwa Examination, Mr. Bajwa said the Receiver had misunderstood the discussion, but acknowledged that he did not provide a written correction in the month before swearing the Non-Compliance Affidavit: Bajwa Transcript, pp. 106-110. The Receiver reports the inconsistency for the Court's assessment and does not determine in this Fourth Report which account is accurate.

<u>Paragraph</u>	<u>Obligation</u>
12	List of every disposition over \$5,000 in the preceding 12 months, with supporting documents.

Non-Compliance Affidavit response

42. Management states in the Non-Compliance Affidavit that the business did not dispose of assets over \$5,000 in the preceding 12 months.

Receiver comments

43. During the Initial Bajwa Examination, the Receiver asked whether Management's categorical statement that there were no dispositions over \$5,000 included assets sold, transferred, surrendered, repossessed, refinanced or made the subject of sale-leaseback transactions. Mr. Bajwa addressed the Arundel crane but did not provide a comprehensive transaction schedule reconciling those categories with the August 20 representation concerning equipment dispositions: Bajwa Transcript, pp. 106-113. The Receiver therefore cannot verify the categorical statement in the Non-Compliance Affidavits without complete transaction records.
44. Mr. Bajwa also confirmed under oath that no equipment went to either The Metal Group or Jay's Holding from the entities subject to the Receivership Order: Bajwa Transcript p. 111.

<u>Paragraph</u>	<u>Obligation</u>
13	Bank statements for the prior 18 months with supporting transaction documents.

Non-Compliance Affidavit response

45. The Non-Compliance Affidavit notes that the Companies were locked out of their bank accounts, but that Management provided the Receiver with written authorization to access such information.

Receiver comments

46. The Receiver acknowledges Management's authorizations permitting it to obtain records directly from the financial institutions. However, complete account particulars were not provided in the Non-Compliance Affidavits such that the Receiver had to seek undertakings from Mr. Bajwa to provide all account particulars: Bajwa Transcript, pp. 77, 89, 93-94 and 153-154. The Receiver therefore considers the obligation partially complied with and subject to receipt and review of the requested information from Mr. Bajwa and the various relevant financial institutions.

<u>Paragraph</u>	<u>Obligation</u>
14	Deliver all business computers, mobile devices, storage media and equipment with access credentials.

Non-Compliance Affidavit response

47. The Non-Compliance Affidavit describes that on the date BDO took possession, one computer was at 1324, 36 Ave NE and one or two computers were at the Edmonton location.
48. The Non-Compliance Affidavit also describes that Management delivered two further computers (the “**Desktops**”) to the BDO Calgary office.

Receiver comments

49. Management's evidence concerning the computers used in the Debtors' business changed over time. At the outset of the receivership, Management advised that the Debtors did not have business computers and that employees used personal computers for Company business. The Desktops were ultimately delivered to the Receiver on or about September 23, 2026, more than one month after the Date of Receivership and after the Receivership Order, the Compelling Order and the Order Declaring Non-Compliance had been granted.
50. The Receiver's initial review found that one Desktop appeared to contain no documents and the other contained only a limited number of project documents, principally dated in 2024 or 2025. The Receiver did not locate accounting records, inventory records, customer lists, accounts receivable or accounts payable records, payroll records, tax records, banking records or information providing access to the Website/App System. The limited contents are difficult to reconcile with the scope of the Debtors' operations and Management's evidence that Company records were maintained outside the Website/App System prior to mid-2025.
51. During the Initial Bajwa Examination, Mr. Bajwa testified that the Desktops were removed from the Companies' premises approximately two days before the Receivership Order and remained in

his truck until they were delivered to the Receiver. His evidence also indicated that there should have been a third computer: Bajwa Transcript, pp. 60-66. The Receiver did not locate the computer or computers that Management said were at the Edmonton premises and has not received a complete accounting of the third computer, its user, location, custodian or contents.

52. Management has not provided a complete chain of custody for the Desktops, identified every person who had access to them between their removal and delivery, or confirmed whether either hard drive was replaced, reformatted, reset, restored or otherwise modified. Management has also not identified all personal computers, phones, storage media, email accounts, cloud accounts and other systems used for Company business. The Receiver has not completed a forensic review and does not presently conclude that data was deliberately deleted or altered. However, the delay, changing location evidence, unlocated third computer, absence of a complete device inventory and limited information on the Desktops prevent the Receiver from confirming compliance with paragraph 14.

<u>Paragraph</u>	<u>Obligation</u>
5 and 6	Complete books and records, including payroll, tax, contracts and operating records.

Non-Compliance Affidavit response

53. The Non-Compliance Affidavit lists the provision or access to various materials in electronic and hard copy format which are currently being reviewed by representatives of the Receiver.

Receiver comments

54. Mr. Bajwa states at paragraph 12(E) of his Non-Compliance Affidavit that the Companies did not enter into written employment contracts and operated on a handshake or trust system. A form of Jay's Products employment agreement was subsequently identified in the Company records and put to Mr. Bajwa during the Initial Bajwa Examination. The existence of a form does not establish that every or any particular employee signed one, but it raises a question concerning the completeness of the search underlying the categorical affidavit statement and whether executed versions remain outstanding.
55. At this time, the Receiver considers this obligation partially complied with full compliance to be determined upon completion of the Receiver's review of the materials that Management has provided to date.

ALLEGATIONS

56. As described in the Third Report, the Receiver has received information from multiple sources alleging that certain assets, inventory and business opportunities of the Debtors may have been removed from the Debtors' premises and transferred to an alternate location. The Receiver has also received information alleging that one or more individuals associated with Management may be using equipment, inventory, customer relationships and business opportunities that previously belonged to, or were associated with, the Debtors in connection with the operation of a new business venture referred to as "The Metal Group".
57. Further to its disclosure made in its Third Report, the Receiver has not completed its investigation of these allegations and is not in a position to determine their accuracy. The Receiver has therefore made no finding as to whether any such allegations are true.
58. During the Initial Bajwa Examination, Mr. Bajwa stated under oath that: Bajwa Transcript, pp. 119-124
- (a) He does not know an individual named Mr. Kaur Singh Brar (identified by the Receiver as the Director of The Metal Group);
 - (b) He has not been at the address of 5151 -74th Avenue South East (identified by the Receiver as The Metal Group's business address);
 - (c) He does not know of any former employees of the Jay's Metal Group that went to work for The Metal Group;
 - (d) None of Jay's inventory, equipment, tooling, vehicles, computers or other assets were transferred to The Metal Group;
 - (e) He has not had contact with customers of the Jay's Metal Group since the receivership; and
 - (f) He has not had contact with suppliers of the Jay's Metal Group since the receivership.
59. When presented with a corporate registry search of The Metal Group Ltd. dated September 18, 2026 (a copy of which is appended as **Appendix "E"**), and the Receiver's counsel noting that its previous name was Jay's Group Ltd. until it was changed to the Metal Group Ltd. on September 8, 2026, Mr. Bajwa responded that he had no idea why The Metal Group used to be called Jay's Group Ltd.
60. The Receiver's counsel presented on screen the website for The Metal Group and scrolled to the bottom of the screen containing the address for The Metal Group, with counsel hovering over the

address for The Metal Group which resulted in the phone number of 403-276-6062 appearing on the screen. A copy of a screenshot of this hyperlink is attached as **Appendix “F”**.

61. Upon Receiver’s counsel asking Mr. Bajwa if knew the phone number of 403-276-6062, Mr. Bajwa confirmed that it was the same phone number as that used for Jay’s Metal. Mr. Bajwa had no explanation as to why there was a hyperlink on The Metal Group’s website to the Jay’s Metal phone number. The Receiver has attempted to access the hyperlink in the time period since the Initial Bajwa Examination, but the hyperlink appears to have since been removed. The Receiver has preserved the screenshot attached as **Appendix “E”** but has not determined who created or removed the hyperlink or when that occurred.
62. The Receiver has not completed its investigation and makes no finding in this Fourth Report that The Metal Group received or used any property, confidential information, goodwill or opportunity belonging to the Debtors. The evidence is reported because it bears on the importance of complete preservation and production of customer, communications, inventory and electronic records and on the Receiver’s continuing investigation.

POTENTIAL REVIEWABLE TRANSACTIONS

63. While neither the Trustee or Receiver have completed their review of the banking transactions of the Companies pending receipt of the requested banking information, they have completed a cursory review of certain material transactions on the eve of the granting of the Receivership Order, with the following material identified transactions in the bank records:
 - (a) a cheque from Jay's Framing in the amount of \$50,000 payable to Gurwinder Singh Bhinder dated July 28, 2026. During the Initial Bajwa Examination, Mr. Bajwa initially testified that he had "no idea" what the cheque related to before subsequently testifying that Mr. Bhinder was a friend who had advanced him \$50,000 in March 2026: Bajwa Transcript, pp. 90-93;
 - (b) payments from Jay's Products to or for Mr. Bajwa between August 5 and August 13, 2026 totalling approximately \$213,500, including six separate \$25,000 transfers and one \$10,000 transfer on August 11, 2026;
 - (c) payments from Jay's Products to or for Mr. Bajwa on August 19, 2026 totalling approximately \$248,300, consisting of a \$100,000 EFT to an account identified as "TD Jay Bajwa", five \$25,000 transfers and one \$23,300 transfer; and

- (d) cheque 1026 payable to Mr. Bajwa in the amount of \$148,500, which cleared on August 21, 2026 following the Receivership Order.

The transactions identified in paragraphs (b), (c) and (d) total approximately \$610,300 paid directly to or for Mr. Bajwa between August 5 and August 21, 2026, as evidenced by an excerpt of the banking records attached as **Appendix “G”**, exclusive of any additional transactions identified through the Receiver's continuing review.

64. In the Initial Bajwa Examination, Mr. Bajwa stated that he directed these transfers from the Jay's Products' bank account to repay a shareholder loan made by himself to the Company and that he then purportedly used these funds to repay money he borrowed from family and friends or other personal lenders.
65. The Trustee has not completed its review and makes no determination in this Fourth Report concerning the legal characterization or recoverability of any transaction. The Trustee intends to discuss these transactions, together with others identified through its subsequent review of banking records with estate inspectors as it relates to a potential challenge pursuant to Section 95(1) of the *Bankruptcy and Insolvency Act* and any other particular law.

RECEIVER'S COSTS

66. On September 3, 2026, the Court granted the Compelling Order and awarded the Receiver its costs of that application on a solicitor-and-client basis. Notwithstanding that order, Management did not provide complete compliance and the Receiver was required to bring further applications and undertake substantial additional enforcement steps. As a result, on September 18, 2026, the Court granted the Order Declaring Non-Compliance, which declared, at paragraph 15, that the Receiver was *prima facie* entitled to recover from Management, jointly and severally, the costs of all steps reasonably taken after September 3, 2026 to secure compliance with the Compelling Order, together with the costs of the related applications, with final entitlement and quantum reserved to the return application.
67. The Receiver therefore submits that the question before the Court is no longer whether Management's conduct caused the Receiver to incur substantial additional enforcement costs, as that issue has effectively been determined on a *prima facie* basis by the Court's prior Order. Rather, the remaining issues are the reasonableness of the costs incurred, the amount of those costs, and the terms of payment required to ensure that the receivership estate and its stakeholders are not required to bear expenses caused by Management's delayed, incomplete and inconsistent compliance.

68. Since September 3, 2026, the Receiver and Receiver's Counsel have been required to take steps that would not have been necessary had Management promptly provided complete, organized and verifiable information. Those steps include: repeated review of incomplete productions; preparation of detailed deficiency correspondence; the September 18 and September 24 applications; personal service and communications with Management and successive counsel; receipt and review of late-delivered computers and hard-copy records; review of the Non-Compliance Affidavits; obtaining banking, equipment-financing, corporate and other records from third parties; preparation for and conduct of the Initial Bajwa Examination; review of the Bajwa Transcript and follow-up on undertakings; investigation of The Metal Group, insider payments and asset dispositions; and preparation of this Fourth Report and preparation for and attendance at the October 15 Application.
69. The Receiver considers that these costs were caused by Management's delayed, incomplete and inconsistent production. Production in repeated tranches increased the burden on the estates by requiring the Receiver and Receiver's Counsel to revisit the same categories, reconcile changing explanations and obtain records from third parties. The Receiver seeks only the costs reasonably attributable to securing compliance and pursuing the related applications, and not the ordinary costs of administering the receivership.
70. The Receiver requests an order confirming that Mr. Bajwa and Mr. Singh are jointly and severally liable for the Receiver's and Receiver's Counsel's reasonable enforcement costs incurred after September 3, 2026 on a solicitor-and-client basis, including the costs of the October 15 application. The Receiver requests that the amount be agreed within ten business days, failing which it may be assessed on an expedited basis, and that the agreed or assessed amount be payable forthwith and in any event within three business days of agreement or assessment (as applicable), subject to any further direction of the Court.
71. If Management does not pay the agreed or assessed amount as prescribed above, the Receiver requests liberty to return on short notice for enforcement, coercive relief and, if appropriate, a declaration of contempt arising from non-compliance with the October 15 Order.

RECOMMENDATIONS

72. The Receiver is respectfully seeking and recommending this Honourable Court:
- (a) determine, based on the evidence before the Court, whether Mr. Bajwa and Mr. Singh, or either of them, have complied with the Compelling Order, the Order Declaring Non-Compliance and the Order Adjourning Return Application and, if not, whether the requirements for a declaration of civil contempt have been established;

- (b) grant the Receiver its final costs under paragraph 15 of the Order Declaring Non-Compliance in an amount to be agreed between the parties, failing which they shall be assessed; and
- (c) such further or other relief as this Honourable Court may deem fit.

All of which is respectfully submitted this 12th day of October 2026.

BDO Canada Limited

In its capacity as Receiver of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. and not in its personal or corporate capacity.



Per:

Kevin Meyler
Senior Vice President

Clerk's Stamp:

COURT FILE NUMBER	2601-14248
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400, 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Trevor Batty Phone Number: (403) 260-8537 Fax Number: (403) 264-7084 Email Address: tbatty@fieldlaw.com File No. 68029-6

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, September 18, 2026
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. A. Marion
Non-Compliance 

ORDER DECLARING COMPLIANCE

UPON THE APPLICATION of BDO CANADA LIMITED in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. (the "**Debtors**"); AND UPON reviewing the Receivership Order, pronounced August 20, 2026 (the "**Receivership Order**"), the Order of the Honourable Justice M. A. Marion pronounced September 3, 2026 (the "**Compelling Order**"), the First Report of the Receiver, dated September 2, 2026 (the "**Receiver's First Report**") and the Second Report of the Receiver, dated September 17, 2026 (the "**Receiver's Second Report**"); AND UPON hearing counsel for the Receiver, counsel for the Royal Bank of Canada and counsel for other interested parties; AND UPON being satisfied that it is appropriate to do so, IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE, ATTENDANCE AND NON-COMPLIANCE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. It is declared that the Debtors and the individual Defendants, Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) (collectively, “**Management**”), have substantially failed to comply with the Compelling Order.
3. Each member of Management shall complete every obligation in Schedule “A” by no later than 4 p.m. on September 23, 2026 (the “**Deadline**”). Partial compliance does not relieve any person from completing the remaining obligations.
4. Without limiting paragraph 4, all computers, mobile devices, storage media and other equipment used in the Debtors’ business, together with all passwords, credentials, multi-factor authentication access, encryption keys and administrator information, shall be physically delivered to BDO Canada Limited at 903, 8th Avenue SW, Unit 620, Calgary, Alberta, T2P 0P7 by the Deadline, unless the Receiver directs otherwise in writing.
5. By the Deadline, each member of Management shall separately swear and serve an affidavit that: (a) responds paragraph by paragraph to Schedule “A”; (b) identifies all materials, devices, credentials and information delivered; (c) identifies every responsive item not delivered, its last known location and custodian, and all steps taken to obtain it; (d) explains any alleged inability to comply and exhibits supporting documents; and (e) confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired.
6. Management shall attend personally before the Court on September 24, 2026 at 8:30 a.m. (the “**Return Application**”) to show cause why they should not be held in contempt of the Compelling Order and this Order, unless the Receiver files written confirmation that the obligations in Schedule “A” have been complied with and the Court dispenses with attendance.

EXAMINATION OF MANAGEMENT UNDER OATH

7. The Receiver is authorized, but not obligated, to examine under oath Jagjit (Jay) Bajwa and Rajinder Singh, also known as Raj Sunner, concerning the business, property, assets, liabilities, books and records, banking transactions, accounts receivable, customer orders, asset dispositions, operations and affairs of the Debtors, and any transactions involving the Debtors or their property during the period commencing two years before the Receivership Order and ending on the date of the examination.
8. Notwithstanding the requirements of subsection 163(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), including the requirement for an ordinary resolution of the creditors or the written request or resolution of a majority of the inspectors, BDO Canada Limited, in its capacity as trustee in bankruptcy of Jay’s Metal Products Ltd. (in such capacity, the “**Trustee**”), is hereby authorized to immediately exercise the examination and production powers contemplated by subsection 163(1) of the BIA.
9. Each person to be examined shall attend at the time and place, including by videoconference, reasonably specified by the Receiver on not less than seven days’ written notice, shall answer all proper questions under oath, and shall bring and produce all non-privileged records in that person’s possession or control identified in the notice of examination.
10. The examinations shall be recorded and transcribed by a certified court reporter. The reasonable costs of the examinations and transcripts shall be costs of the receivership, subject to any further order concerning personal costs.
11. The Receiver may examine any other person under oath with that person’s written consent.
12. The Receiver has liberty to apply on short notice for authority to compel the examination under oath of any other specifically identified person whom the Receiver reasonably believes has material knowledge of the Debtors’ business, property or affairs, after the Receiver has made reasonable efforts to obtain the information by voluntary interview, written questions or document requests, or where the Receiver establishes that such prior efforts would likely be ineffective or risk loss of evidence.
13. Nothing in this Order requires disclosure of information protected by solicitor-client privilege, litigation privilege or another recognized privilege. Any objection based on privilege shall be

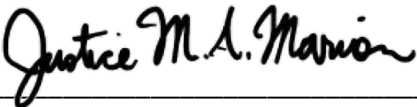
identified with sufficient particulars to permit the Receiver to assess the claim, without disclosure of the privileged information itself.

14. Notwithstanding anything contained in this Order, nothing in this Order shall restrict, limit, prejudice, replace or otherwise affect the rights, powers, remedies or authorities of the Trustee under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, including, without limitation, the right to conduct examinations and require the production of books, records and documents under section 163 thereof. The investigative and examination powers conferred on the Receiver by this Order are cumulative of, and not in substitution for, the Trustee's statutory powers.

COSTS, APPROVAL OF ACTIVITIES AND LIBERTY TO APPLY

15. The Receiver is *prima facie* entitled to a costs award against Management, jointly and severally, for the Receiver's costs of all steps reasonably taken after September 3, 2026 to secure compliance with the Compelling Order and of this Application, in an amount to be agreed or assessed. A final ruling as to entitlement to costs will be issued at the Return Application.
16. The Receiver's activities described in its Second Report are approved.
17. The Receiver's Application, dated September 17, 2026, the Receiver's Second Report, the Compelling Order and this Order must be personally served on Management. All other parties on the Service List filed in these proceedings may be served with this Order either by email or such other method as prescribed in the Service List. Service of a signed but unfiled copy of this Order will be deemed good and sufficient.

18. Any interested party may apply to this Court to vary or amend this Order on not less than 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.



J.C.K.B.A.

SCHEDULE "A"
OUTSTANDING NON-COMPLIANCE WITH
COMPELLING ORDER

Compelling Order paragraph	Deadline	Obligation	Particulars of non-compliance identified in Second Report
6, 7 and 17	Sept. 9, 2026 at 4:00 p.m.	All books and records; identify all custodians and electronic-system administrators.	No contact information for any person or entity possessing or accessing the Debtors' books and records; no contact information for administrators of accounting systems, email, servers, cloud storage, websites or other electronic records.
7	Sept. 4 at 4:00 p.m.	List of customers with contact information.	No information provided other than for Jays Products.
8	Upon meeting with Receiver	Records and reasonable assistance to identify customer orders that have been completed, partially completed or not started and the status of such order (b) goods that are capable of being delivered (c) valid and collectible accounts receivable (d) work in progress and finished goods; and (e) amounts received, credited, disputed, unbilled or written off.	No accounts receivable or customer information has been received for Jay's Structural, Jay's Framing and Jay's Edmonton, including the material requested in Paragraph 27 (a) of the Receiver's Second Report
10	Sept. 9, 2026 at 4:00 p.m.	Complete inventory and asset list, including all bank accounts, investments and other property.	Although Management requested attendance concerning some inventory and assets, it had not provided a complete listing of bank accounts, investments and other property.
12	Sept. 9, 2026 at 4:00 p.m.	List of every disposition over \$5,000 in the preceding 12 months, with supporting documents.	No complete sale documentation identifying property sold, date, purchaser or transferee, consideration, payment details and present location.
13	Sept. 9, 2026 at 4:00 p.m.	Bank statements for the prior 18 months with supporting transaction documents.	No complete bank statements and no third-party source/recipient evidence, including cancelled cheques, wire-transfer records and evidence identifying e-transfer recipients.
14	Immediately upon request	Deliver all business computers, mobile devices, storage media and equipment with access credentials.	No delivery of the required devices, passwords, credentials, multi-factor authentication access, encryption keys or administrator information. BDO expressly advised that physical delivery to its Calgary office was required.
5 and 6	Immediately / Sept. 9, 2026 at 4:00 p.m.	Complete books and records, including payroll, tax, contracts and operating records.	No employee termination notices setting out the termination date; no complete historical financial statements, income-tax returns or GST returns; no details of ongoing contracts or operations, if any.

Continuing obligation: Schedule “A” does not limit the obligation under paragraphs 5 and 6 of the Compelling Order to deliver all books and records in complete, usable and unaltered form, or Management’s continuing duties under paragraphs 14, 15 and 17 of that Order.

Clerk's Stamp:

COURT FILE NUMBER	2601-14248
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400, 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Trevor Batty Phone Number: (403) 260-8537 Fax Number: (403) 264-7084 Email Address: tbatty@fieldlaw.com File No. 68029-6

DATE ON WHICH ORDER WAS PRONOUNCED:	Thursday, September 24, 2026
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice M. A. Marion

ORDER ADJOURNING RETURN APPLICATION

UPON THE APPLICATION of BDO CANADA LIMITED in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. (the "**Debtors**"); AND UPON reviewing the Receivership Order, pronounced August 20, 2026 (the "**Receivership Order**"), the Order of the Honourable Justice M. A. Marion pronounced September 3, 2026 (the "**Compelling Order**"), the Order Declaring Non-Compliance, dated September 18, 2026 (the "**Non-Compliance Order**"), the Third Report of the Receiver dated September 23, 2026 (the "**Third Report**"), the Affidavits of Jagjit (Jay) Bajwa and Rajinder Singh (together "**Management**"), both sworn September 23, 2026, and the other materials filed or provided to me in person at the hearing of the Application;

AND UPON noting that paragraph 5 of the Non-Compliance Order required Management to separately swear and serve an affidavit containing the information and confirmations specified in that paragraph;

AND UPON hearing counsel for the Receiver, counsel for the Royal Bank of Canada and counsel for Management; AND UPON being satisfied that it is appropriate to do so, IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE, NON-COMPLIANCE AND FURTHER COMPLIANCE

1. Service of notice of this application and supporting materials, including personal service on Management, is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Management has not complied with paragraph 5 of the Non-Compliance Order.
3. Each member of Management shall comply fully with paragraph 5 of the Non-Compliance Order by no later than 4:00 p.m. on Monday, September 28, 2026 (the “**Further Compliance Deadline**”), including by separately swearing and serving an affidavit that:
 - (a) responds paragraph by paragraph to Schedule “A” to the Non-Compliance Order;
 - (b) identifies all materials, devices, credentials and information delivered;
 - (c) identifies every responsive item not delivered, its last known location and custodian, and all steps taken to obtain it;
 - (d) explains any alleged inability to comply and exhibits supporting documents; and
 - (e) confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired.
4. Compliance with paragraph 3 of this Order is in addition to, and does not limit or relieve Management from, any other continuing obligation under the Receivership Order, the Compelling Order or the Non-Compliance Order.

ADJOURNMENT AND PERSONAL ATTENDANCE

5. The Return Application is adjourned to Thursday, October 15, 2026 at 8:30 a.m. before the Honourable Justice M. A. Marion, both by Webex and in person (the “**Adjourned Return Application**”).
6. Jagjit (Jay) Bajwa and Rajinder Singh, also known as Raj Sunner, shall each attend personally at the Adjourned Return Application and shall remain in attendance until excused by the Court, to show cause why they should not be declared in civil contempt of the Compelling Order, the Non-Compliance Order and this Order, and why sanctions should not be imposed.

QUESTIONING OF MANAGEMENT

7. No examination or questioning under oath of Management by the Receiver or by BDO Canada Limited in its capacity as trustee in bankruptcy of Jay’s Metal Products Ltd., whether pursuant to paragraphs 7 to 14 of the Non-Compliance Order, subsection 163(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, or otherwise, shall occur before the Further Compliance Deadline.
8. For greater certainty, paragraph 7 of this Order does not otherwise vary, restrict or prejudice the examination and production powers granted or preserved by paragraphs 7 to 14 of the Non-Compliance Order after the Further Compliance Deadline.

COSTS AND CONTINUING EFFECT

9. All issues concerning entitlement to and quantum of costs, including the Receiver’s request for its costs and solicitor-and-client costs against Management, are adjourned to the Adjourned Return Application.
10. Except as expressly varied by this Order, the Compelling Order, the Non-Compliance Order and all prior Orders made in these proceedings remain in full force and effect.
11. The Receiver has liberty to apply on short notice for further advice and directions, enforcement relief, preservation relief or such other relief as may be necessary before the Adjourned Return Application.

12. Service of this Order on Management may be effected by email to their counsel of record and is deemed good and sufficient service. All other parties on the Service List may be served by email or by any other method permitted by the Service List.



J.C.K.B.A.

APPROVED AS TO FORM AND CONTENT THIS 25th DAY OF SEPTEMBER, 2026

SCOTT VENTURO RUDAKOFF LLP



Lukas Frey

Counsel for Jagjit Bajwa and Rajinder Singh

1 Clerk's Stamp: QUESTIONING OF JAGJIT BAJWA BY T. BATTY HELD OCTOBER 1, 2026 COURT FILE NUMBER 2601-14248 COURT COURT OF KING'S BENCH OF ALBERTA JUDICIAL CENTRE CALGARY APPLICANT ROYAL BANK OF CANADA RESPONDENT JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH DOCUMENT QUESTIONING FOR DISCOVERY	2 1 Taken before J. Norris, Official Court Reporter, 2 pursuant to Rules 5.26, 6.20, and 13.46 of the Court 3 of King's Bench of Alberta, at the offices of 4 Field LLP, Calgary, Alberta. 6 FOR THE APPLICANT: 7 J. MacKinnon 8 Burnet, Duckworth & Palmer LLP 9 2400, 525-8 Avenue SW 10 Calgary, Alberta 11 403-260-0100 13 FOR THE RESPONDENTS JAGJIT BAJWA AND RAJINDER 14 SINGH: 15 H. Selemankhel 16 Scott Venturo Rudakoff LLP 17 1500, 222-3 Avenue SW 18 Calgary, Alberta 19 403-261-9043 21 FOR THE RECEIVER BDO CANADA: 22 T. Batty 23 Field LLP 24 400, 444-7 Avenue SW 25 Calgary, Alberta 26 403-260-8500 27
3 1 OFFICIAL COURT REPORTER: 2 J. Norris, CSR(A) 3 Commissioner for Oaths Appointee No. 0767022 4 ASRA Membership No. 588 5 Dicta Court Reporting Inc. 6 760, 1015-4 Street SW 7 Calgary, Alberta 8 403-531-0590 10 (PROCEEDINGS COMMENCED AT 10:03 AM) 11 JAGJIT BAJWA, Affirmed, Questioned by T. Batty 12 Q T. BATTY: Good morning -- 13 A Good morning. 14 Q -- Mr. Bajwa. 15 A Yes. 16 Q This is a questioning that's being conducted in 17 accordance with paragraph 7 of the order that 18 was granted on September 18th, 2026, in King's 19 Bench Action Number 2601-14248. 20 I have on the screen the affidavit of 21 Jagjit Bajwa that was sworn or affirmed on 22 September 28th, 2026. 23 A Yes. 24 Q The orders that I referenced is attached as 25 Exhibit A to that. Come on. I don't know why 26 that order is not showing on the affidavit, but 27 it is on the record, as it's filed in the	4 1 action. 2 So while I will be asking you questions on 3 your affidavit, I'll also be asking pursuant to 4 that section. That section -- or paragraph of 5 that affidavit is quite broad in nature -- 6 A Okay. 7 Q -- so to the extent that any questions go 8 beyond the scope of the affidavit, we're 9 relying on that paragraph to -- to ask -- 10 H. SELEMANKHEL: You mean the paragraph -- 11 Q T. BATTY: -- those questions. 12 H. SELEMANKHEL: -- of the court order; 13 right? 14 T. BATTY: Correct. 15 H. SELEMANKHEL: Okay. 16 T. BATTY: Yes. 17 Q T. BATTY: I'm going to be referring 18 you to a couple -- or various documents today. 19 Most of them are contained as exhibits to your 20 affidavit, so you should be familiar with them. 21 A Okay. 22 Q Some other documents I'll be referring to will 23 be contained in the affidavit of Marlene 24 Starenky that was sworn on August 10th, 2026, 25 and filed in these proceedings. That's also -- 26 I can put that also up on the screen. 27 A Sorry. Marlene is from RBC?

5 1 Q She is, yes. 2 A Yeah. 3 Q Okay. So you may have reviewed that affidavit 4 as well at some point. 5 As well, there's been three reports of the 6 receiver that were filed in these proceedings: 7 A first report that was filed on -- or dated 8 September 2nd, 2026; a second report of the 9 receiver that was dated September 17th, 2026; 10 and a third report of the receiver that was 11 dated September 23rd, 2026. I may need to 12 refer to those reports during the examination, 13 and they're already filed and on the record. 14 Apart from those filed documents, I will 15 also be referring you to some other documents 16 that I will enter separately as exhibits -- 17 A Okay. 18 Q -- in this examination. 19 So can you please state your full legal 20 name and every other name by which you've 21 conducted business. 22 A Jagjit Bajwa and Jay Bajwa. 23 Q Okay. So, generally, you go by "Jay"; is 24 that -- 25 A Yes. 26 Q -- correct? Yes. 27 What is your current residential address	6 1 and your current occupation? 2 A 96 Skyview Shores Manor. 3 Q And your current occupation? 4 A I'm on-off with the construction work with the 5 construction companies. 6 Q You understand that you're answering under oath 7 and must give complete and truthful answers 8 today? 9 A Yes. 10 Q And that these answers are based on your own 11 knowledge and records that are available to 12 you? 13 A Yes. 14 Q And if you don't know an answer, you'll 15 identify the person or the record where that 16 answer could be found? 17 A Yes. 18 Q What's your formal education, apprenticeship, 19 trade qualifications, management training, 20 accounting or finance training? What 21 qualifications do you have? 22 A So it's just the experience that I have 23 while -- since I started these companies, but 24 before this I finished 12th grade back in 25 India. 26 Q Okay. 27 A Yeah.
7 1 Q So no formal designations or -- or 2 qualifications? 3 A No. 4 Q When did you first become involved in the Jay's 5 Metal business? 6 A In 2013. 7 Q And how did that come about? Since 2013 how 8 did it grow and -- 9 A I was a contractor, actually, before that in 10 2008, and then 2013 I got into fabrication. 11 Q And what was the first company that you 12 incorporated? 13 A I don't remember top of my head, but it was 14 a -- the metal company, so ... 15 Q Okay. Can you identify -- so we know you have 16 an interest in the four corporate defendants, 17 being Jay's Metal Products Ltd., Jay's Metal 18 Structural Ltd., Jay's Steel Framing Ltd., and 19 Jay's Edmonton Ltd. 20 What other corporations, partnerships, or 21 trade names do you have an interest in either 22 as officer, director, shareholder? What other 23 companies are you involved with? 24 A Jay's Holding Corp. 25 Q Okay. Anything else? 26 A No. 27 Q Have you previously been involved in a	8 1 receivership or a bankruptcy? 2 A No. 3 Q Can you please briefly explain to me the 4 difference between the four corporate 5 defendants and the -- the business that they 6 carry on. 7 A So Jay's Metal product, that was the main 8 company where I was doing all the business, 9 but -- 10 Q What kind of business? 11 A Like, I was selling the architectural panels 12 and anything comes -- anything to do with the 13 metal that we're fabricating. 14 Q Okay. Metal fabrication, then -- 15 A Yeah. 16 Q -- is the business? 17 A Yeah. Metal fabrication. But the -- before I 18 separated the company just to see how they do 19 so it's not mixed up in one company, so I had 20 the Steel Framing; I had Edmonton; I had 21 Structural, but slowly I started merging 22 everything in one. 23 Q Okay. And the objective of having the separate 24 companies was just to -- was it to assign the 25 liability? Is that what you would call -- 26 A No. Really just to see how I do. When I start 27 something new, how I do in that company; if I'm

9 1 making money or not. So if I'm going to keep 2 going or I'm going to shut down the business. 3 Q Did those companies perform different services? 4 A Similar. 5 Q Similar? 6 A Yeah. Same customer. 7 Q And for those four companies, can you tell me 8 what position you occupied with all four, 9 whether you were director, officer, shareholder 10 for each of the four. 11 A Yeah. All four I was a director. 12 Q Okay. And sole shareholder, or were there 13 other shareholders? 14 A One of them -- Jay's Steel Framing -- I have a 15 partner in there 50-50. 16 Q Okay. And who is that? 17 A Raj. Rajinder Singh. 18 Q Rajinder Singh? 19 A Yeah. 20 Q Did you have signing authority for all of those 21 companies, then -- for all four? 22 A Yes. 23 Q And was Rajinder Singh also a director of -- 24 did you say it was -- 25 A Steel Framing. 26 Q Steel Framing? 27 A Yeah.	10 1 Q You were the only two directors? 2 A On that company, yes. 3 Q And the other three companies, you were the 4 sole director? 5 A Yes. 6 Q Was there anyone other than you or Mr. Singh 7 who exercised management authority for these 8 four companies? 9 A No. 10 Q Did Mr. Singh have management authority, or was 11 it just you? 12 A It was me. He was more in handling the 13 production of that. 14 Q What were your personal responsibilities with 15 all four of these companies? What was your 16 role? What did you do on a day-to-day basis? 17 A Oversee everything. Make sure sale is going 18 well, production going well, collection going 19 well. 20 Q Okay. So you were involved with overseeing 21 operations? 22 A Yes. 23 Q Did you do the sales yourself, or did somebody 24 else do the sales? 25 A It was inside salespeople, but a lot of -- I 26 built a lot of relationship over the years, so 27 it was -- majority of the sale was through me.
11 1 Q Okay. 2 A If any new customer comes in; otherwise, they 3 all were repeat customers from the years. 4 Q So you handled customer relationships? 5 A Yes. 6 Q Okay. Who at these companies was involved in 7 the banking arrangements for the companies? 8 A I was. 9 Q You were. 10 So you arranged for the loans with RBC, for 11 example? 12 A Yes. 13 Q What about accounting? Who did the accounting 14 for these four companies? 15 A The bookkeeping? 16 Q Yes. 17 A So expense would be entered by -- so invoices 18 entered by front. Like, whoever do the sales, 19 they will do the invoices. And then expense, 20 either me or we'll just hire somebody to enter 21 all the expense. 22 Q Did you have employees who had specific 23 accounting designations? 24 A Not really experienced, but, you know, we just 25 hire somebody. Put a ad up online and then 26 hire somebody to do the entries. 27 Q Did you --	12 1 A And I oversee everything, make sure being 2 entered right. 3 Q Right. So you were familiar with the 4 accounting systems that were being used? 5 A Quite a bit, yeah. 6 Q What about payroll? What involvement did you 7 have in payroll? 8 A Payroll, I decide how much to pay, and 9 everybody add up their hours, and based on 10 that, I will do the payroll end of two weeks. 11 Q So you would yourself issue payment to the 12 employees for the work that they had done? 13 A No. Myself, I probably get somebody's help, so 14 whoever that I hire for entries, I would hire 15 that person for the -- to help in payroll as 16 well. So end of day when the payroll is done, 17 I will review everything and then finalize. 18 Q Okay. What about handling taxes, payroll 19 remittances to CRA? Did you handle that, or 20 did somebody else? 21 A Yeah. I would handle that too. 22 Q You handled that? 23 A Yeah. 24 Q What about inventory? Who was in charge of the 25 inventory, ordering inventory, performing 26 inventory counts? 27 A Smaller things, accessories and stuff, whoever

13 1 is in that shop, they will order on their own, 2 and anything big I will purchase. 3 Q Was there a dollar threshold over which you had 4 authority and -- and -- 5 A I would order all the coils, so coil was under 6 me. 7 Q Okay. 8 A And any small stuff would be anybody in the 9 shop. 10 Q So what would the general threshold, then, be 11 for these other people to order items? 12 A They need to get the shrink wrap. They're 13 probably, you know, \$500. They got to get the 14 clips or something. 500, a thousand. So it's 15 always under \$2,000. 16 Q Okay. And coils, what would a coil cost? 17 What's the range? I appreciate that there's 18 different amounts. 19 A One coil cost anywhere 5 to 10,000. 20 Q Who with these organizations was responsible 21 for equipment leases or sales, purchases? Did 22 you handle that as well? 23 A I handled that. 24 Q So you -- 25 A I decide which equipment we're going to get -- 26 we're going to get, so -- and every -- every 27 equipment was handled by me.	14 1 Q So you have personal knowledge of all of the 2 equipment that the companies had? 3 A Yes. 4 Q What about leases with landlords for the 5 business premises? Is that also under your 6 authority? 7 A Yes. 8 Q And what about payments that were made to the 9 other related parties, so to -- between the 10 companies? Did you direct those? 11 A So wherever money needed, I will transfer. I 12 would always have a access online or just go in 13 the bank and then make the transfers. 14 Q And so just -- I'm just going to talk about the 15 time period immediately prior to the 16 receivership. And you know the receivership 17 occurred -- or the receivership order was 18 granted on August 20th, 2026. 19 Leading up to the receivership, who in 20 those companies reported directly to you? Was 21 there a hierarchy, or was it you as the 22 management and then everybody else was an 23 employee? 24 A What do you mean? I didn't get that part. 25 Q Well, did you have an assistant manager or 26 anybody who then oversaw other things, or was 27 it basically just you at the top and then the
15 1 employees were all just employees doing work? 2 A Yeah. I was on the top, and then I had leads 3 in the shop that would look after their areas, 4 and ... 5 Q Who was responsible for maintaining the 6 corporate minute books and taking care of 7 director's resolutions and other corporate 8 matters that needed to be done? 9 A Minute book, we haven't done. We sent to -- 10 what's the firm name? -- Mann's firm. He -- I 11 don't remember the firm name. 12 Q But they have your minute books? 13 A No. They were preparing the last one, but I 14 think I still have it there. I haven't picked 15 up. 16 Q And is that for all four of the corporate 17 defendants -- 18 A Yes. 19 Q -- or just -- 20 A All four. 21 Q All four? 22 A Yeah. 23 Q And so just to clarify, they've prepared the 24 minute books, but you haven't picked them up? 25 A No. I -- the minutes book were prepared a 26 while ago by another lawyer. I don't remember 27 who, but it was -- now I think I gave it to	16 1 them. They wanted to have copies, but then I 2 forgot to pick it up. 3 Q Okay. I'd like for you to undertake to get 4 those minute books and provide them to the 5 receiver. 6 A Okay. 7 T. BATTY: Do you accept that 8 undertaking? 9 H. SELEMANKHEL: Yes, we do. 10 T. BATTY: Thank you. 11 H. SELEMANKHEL: Counsel, I'll take that 12 under advisement, and the reason for that is 13 I'm -- I'm not really sure if he really 14 understood your question in terms of -- I think 15 earlier on he said they didn't make any minute 16 books, and then I just want to make sure that 17 we have the right documentation before I take 18 that under advisement. So I'll take it under 19 advisement, and then -- 20 T. BATTY: Yeah. I thought the 21 evidence was that they had been prepared but he 22 hadn't picked them up yet, if I recall that's 23 what he stated. If they -- 24 H. SELEMANKHEL: Maybe he can clarify it. 25 A Okay. The minutes book were prepared a while 26 ago. They were -- 27 H. SELEMANKHEL: Okay.

17 1 A But Mann asked for -- or Mann asked for -- 2 Mr. Mann asked for copies, so I dropped them 3 off. I got to pick them up and drop it to you 4 guys. 5 Q T. BATTY: Okay. So this is David 6 Mann with -- 7 A David Mann, yes. 8 Q -- Blue Rock Law? 9 A With Blue Rock. Yes, sir. Yeah. 10 Q Okay. So maybe if I -- I'll still ask for that 11 undertaking. 12 H. SELEMANKHEL: I will, yes. 13 T. BATTY: Obviously, if they don't 14 exist, you can't provide them, and then -- 15 H. SELEMANKHEL: Yeah. 16 T. BATTY: -- simply reply to us 17 that way; but, otherwise -- 18 H. SELEMANKHEL: Hundred percent, yes. 19 T. BATTY: Yes. Thank you. 20 UNDERTAKING 1 - To provide the 21 corporate minute books 22 Q T. BATTY: So you mentioned Jay's 23 Holding Corp. as being an additional company 24 that you are involved with. Did Jay's Holding 25 operate a separate business, or did it function 26 as a financing head office or -- or just 27 basically a related-party entity?	18 1 A It's kind of a related party. We opened this 2 'cause we were trying to make a new structure 3 where we want to put all the company under that 4 company, under Holding. 5 Q Okay. So -- 6 A So -- 7 Q -- a corporate reorganization? 8 A Yes. But we were in the process of doing that, 9 but then when receivership took over, so then 10 we stopped the process. 11 Q Are you the sole director of Holding? 12 A Yes. 13 Q Was this reorganization going to see Holding 14 own all of the shares of the other four 15 companies? Was that the -- 16 A Yeah. 17 Q -- structure? 18 A Yes. 19 Q So, ultimately, if -- if that didn't happen, 20 what -- what did Holding do, then, for a 21 business? 22 A Nothing. 23 Q Does it have any assets? 24 A No. 25 Q Does it have any employees? 26 A Sorry. So asset -- we did do assets through 27 Essex. It's a leased, so there's a -- some
19 1 equipments are under Holding. A lease through 2 Essex. 3 Q Holding entered into leases with Essex? 4 A Essex, yeah. 5 Q E-S-S-E-X? 6 A Yeah. 7 Q What was the purpose of that? 8 A 'Cause we were changing the structure, so 9 eventually we were going to put all the assets 10 under that company. 11 Q Where did Holding get the funds to pay for 12 these leased assets? 13 A So Holding would charge 3 percent to all the 14 companies to do the -- to cover the overhead. 15 Q So in exchange for allowing the companies to 16 use the equipment, the companies would pay 17 3 percent? 18 A Yes. 19 Q 3 percent of what? 20 A Of the sale. 21 Q Of what sale? 22 A Total sale the company would have. 23 Q Okay. Was that a monthly payment? 24 A We were trying to do monthly, but if it's 25 not -- the company doesn't have enough 26 available, then we'd just take -- take out 27 whatever is available.	20 1 Q Was there an agreement signed between Holding 2 and the other four companies in respect of this 3 3 percent charge? 4 A No. 5 Q And so when we get to the -- we're going to 6 look at some financial statements for the four 7 corporate defendants, and those financial 8 statements are going to show payments to head 9 office? 10 A Yes, they will. Yeah. 11 Q That's payments to Holding? 12 A Yes. 13 Q And that's payments in relation to this 14 3 percent? 15 A Yes. 16 Q Did all of the four corporate defendants use 17 all of the same equipment? 18 A What do you mean? 19 Q Well, all four companies are paying 3 percent 20 on their sales on a monthly basis to Holding -- 21 A Yeah. 22 Q -- and that 3 percent is being paid for use of 23 the equipment that Holding has leased -- 24 A Yeah. 25 Q -- correct? 26 I would think if some companies didn't use 27 as much equipment as others, then maybe they

21 1 wouldn't have to pay the 3 percent. It might 2 be a different amount. But you didn't treat it 3 that way? 4 A They all were using, but there's nothing we 5 monitored how much each company used. 6 Q How much of the equipment that was held and 7 used by the corporate defendants was leased by 8 Holding versus leased directly by the -- the 9 four companies? 10 A So amount-wise or number of equipments? 11 Q Either or both. Even ballpark. You might not 12 know the exact number, but would you say 13 50 percent of the equipment was leased by 14 Holding and then used by the companies, or 15 25 percent? Just give me a sense of what this 16 looked like because I assume that there was 17 some equipment that was owned by the four 18 corporate defendants. 19 A So I have forklifts owned by Holding, and there 20 was two equipments that was punching machines. 21 Q Two punching machines -- 22 A Two punching machines. 23 Q -- that were leased -- 24 A So in total about nine equipments, and they're 25 worth around -- the -- the lease was -- lease 26 amount was roughly -- somewhere 600. 27 Q The lease amount that Holdings was paying per	22 1 month was six hundred -- 2 A 600,000. 3 Q -- thousand dollars? 4 A That was total lease amount. The payments were 5 smaller. 6 Q Okay. 600,000 was -- 7 A Six hundred -- 8 Q -- the total value -- 9 A Yeah. 10 Q -- of the equipment? 11 A Yes. 12 Q And there were how many pieces of equipment, 13 you said? 14 A I believe nine. 15 Q Nine pieces of equipment? 16 A Yeah. 17 Q Okay. And all of the other equipment, then, 18 would have been either leased or owned by the 19 other four corporate defendants? 20 A Yes. 21 Q I'm going to start speaking about your 22 affidavit that you swore on September 28th, 23 2026. 24 A Yeah. 25 Can I use the washroom quick? 26 Q Yeah, you can. 27 T. BATTY: Brief break.
23 1 (ADJOURNMENT) 2 Q T. BATTY: I'm going to move now to 3 some questions about the affidavit that you 4 swore on September 28th, 2026, that's on the 5 screen. 6 A Okay. 7 Q Apart from your legal counsel, who else helped 8 you prepare this affidavit? 9 A Majority was me. Yeah. 10 Q Majority of it. But who else did you ask or -- 11 for assistance or ask questions about to swear 12 this affidavit and to prepare the contents of 13 the affidavit? 14 A So it was me and Raj. 15 Q You and Raj? 16 A Yeah. 17 Q Okay. And that's Rajinder Singh? 18 A Yes. 19 Q What documents and devices, accounts, and 20 records did you review before swearing it? 21 A What do you mean? 22 Q Well, the affidavit largely relates to your 23 obligations as an officer of the companies that 24 are in receivership to provide books and 25 records, and much of the information in your 26 affidavit is about the existence or the lack of 27 existence of certain books and records, so what	24 1 did you do to confirm whether these records 2 existed or didn't exist or to provide them as 3 exhibits? 4 A I just know, like, what's been provided and 5 what happened, so ... 6 Q Did you go anywhere to look for records or to 7 look at records? Did you go onto any computers 8 or devices to search for records? 9 A Just emails back and forth that we had. 10 Q And where did you search for those emails? 11 A That one we sent to you guys -- to Kevin or 12 Kevin's team. 13 Q You're referring to emails that you -- email 14 exchanges you had with the receiver 15 post-receivership? 16 A Yeah. And I had emails to lawyers or to David 17 Mann, so there was information that I found 18 from there. So whenever I send a email out for 19 a business, sometime I cc my personal email 20 'cause I got to, you know, send it -- stuff 21 from personal email as well when it's a -- 22 regard legal -- legal. 23 Q Did you search your personal email for 24 company-related emails? 25 A If it was cc'd on any emails. I -- I can't 26 tell until you tell me which -- what are you 27 talking about, really.

25 1 Q Well, I'm talking about any emails that relate 2 to the business of the -- the four corporate 3 defendants. If those are on your personal 4 email server and they relate to the company's 5 business, then the receiver has a right to 6 those emails. 7 A Like, what email? 8 Q Pardon? 9 A Which email you talk -- 10 Q I can't tell you. I don't know your personal 11 email -- 12 A Yeah. 13 Q -- server. I can't tell you what emails might 14 be on there that relate to the company, but you 15 just told me that you would cc your personal 16 email -- 17 A In past. 18 Q -- on -- on company emails. 19 A Yeah. So in the past if I send something to 20 David Mann or -- or -- or banking, I would use 21 a business email and then cc my personal email. 22 Q Okay. 23 A So if I'm dealing with RBC, example, I'll do 24 through personal email. 25 Q And did you search your personal email for 26 books and records of the companies? So emails 27 relating to the companies would be books and	26 1 records of the companies. Did you search your 2 personal email for company-related emails to 3 provide to the receiver? 4 A If it's related to RBC? Is it related to RBC? 5 Q It's related to any business that the companies 6 did. It's not -- it doesn't have to be 7 confined to RBC. It's anything to do with the 8 companies' business 'cause it's business 9 records that is your obligation to produce. So 10 anything. It could be emails to customers that 11 you cc'd your personal email -- 12 A I never used my personal for customer. 13 Q Could -- well, and you -- you said you cc'd 14 from your business email your personal email. 15 A To -- if it's going to lawyer, yes. 16 Q But you didn't say that before. You said -- 17 A I did. 18 Q You said -- as an example -- 19 A Yeah. 20 Q -- you also said to RBC? 21 A That's also regarding that same time 'cause it 22 forbearing. There was stuff I was sending to 23 David and RBC both. 24 Q Well, I'm not going to ask for your emails with 25 legal counsel 'cause that's privileged -- 26 A Yeah. 27 Q -- but to the extent there's other emails that
27 1 you sent from your business email and copied 2 your personal email -- 3 H. SELEMANKHEL: If I may interject. I 4 think he -- if you can clarify the question in 5 terms of the time. So was it before the 6 receivership, after the receivership. I think 7 he's getting confused. 8 T. BATTY: Well, he was not 9 conducting business after the receivership, so 10 it would be confined to prior to the 11 receivership. 12 Q T. BATTY: If you have email 13 correspondence on your personal email that was 14 sent -- that you sent to yourself from a Jay's 15 email -- 16 A No. Just the -- other than the lawyers, 17 nothing else. 18 Q Did you look? 19 A I know I never sent it. 20 Q I'd like you to undertake to provide all emails 21 on your personal email service that relate to 22 the business and affairs of the corporate 23 defendants. 24 A Even that -- 25 H. SELEMANKHEL: We'll take that -- 26 A -- one I sent to lawyers? 27 H. SELEMANKHEL: No. Those are	28 1 privileged. 2 T. BATTY: That's privileged. 3 A Okay. 4 H. SELEMANKHEL: We'll take that under 5 advisement. 6 UNDERTAKING 2 - To provide all emails 7 on Jagjit Bajwa's personal email 8 service that relate to the business 9 and affairs of the corporate 10 defendants (Taken Under Advisement) 11 Q T. BATTY: What was your work email 12 run through? 13 A Through the website. 14 Q Through a website. The -- 15 A Yeah. 16 Q -- website that you've provided the name to the 17 receiver that we're going to speak about? The 18 India-based website? 19 A Yes. 20 Q So they were the hub for your business emails? 21 A Yes. So emails were under jay@jaysmetal. 22 Q And you no longer have access to that email 23 account; is that right? 24 A I don't. 25 Q Well, again, that makes it even more important 26 that you look on your personal email and find 27 any emails related to the business and affairs

29 1 of Jay's because you don't any longer have 2 access to the -- the primary account. 3 Going back to your affidavit. Did you read 4 every exhibit before swearing the affidavit? 5 A Yes. 6 Q Are there any statements in this affidavit or 7 your earlier September 23rd affidavit that you 8 wish to clarify or correct? 9 A You want me to -- I don't believe so. 10 Q If we look at paragraph 14(e) of the affidavit 11 of August 28th, there's a reference to the 12 adjournment order, and then in bold print it 13 says: (as read) 14 I confirm that no responsive property 15 or data has been deleted, altered, 16 destroyed, transferred, concealed, 17 encrypted, withheld, or impaired. 18 And then it qualifies it by saying: (as read) 19 Except for the developer/administrator 20 of the website/app system. 21 What did you understand -- when you swore the 22 affidavit, what did you understand that to 23 mean? 24 A Can you be a little more clear on that. 25 Q Not really. I -- it's just -- I'm asking you 26 to explain to me what you understood that 27 paragraph --	30 1 A There's -- 2 Q -- to mean. 3 A Yeah. So there's nothing been deleted. It's 4 only the website app that access -- I -- 5 that -- I don't have the access. 6 Q What do you -- did you have any thought about 7 what "responsive property" means? 8 A Not aware. 9 Q Well, in your mind when you swore the 10 affidavit, had you confirmed that there was no 11 responsive property that had been deleted? 12 A Yeah. 13 Q What did you understand "responsive property" 14 to mean? 15 A Anything related to business. 16 Q Anything related to the business of the four 17 corporate defendants? 18 A Yes. 19 Q And did you think that to mean very broadly 20 anything at all, or did you think, Well, 21 there's some stuff, but it was irrelevant, and 22 so it doesn't count as responsive property? Or 23 are you thinking this is every document or 24 information about the companies totally? 25 A Everything that related to companies. 26 Q Did you take any steps after the receivership 27 order to preserve company-related information,
31 1 emails, texts, WhatsApp messages? 2 A No. 3 Q I want to talk now about the bookkeeping for 4 Jay's products and, really, for the corporate 5 defendants as a whole. And if we look at 6 paragraph 6 of your affidavit, there's a 7 discussion about the bookkeeping, and there's a 8 discussion that prior to mid-2025 you had a 9 different system than you have currently, 10 and -- 11 A Yeah. 12 Q -- that prior system used QuickBooks, and then 13 you moved it to the "website/app system", as 14 it's defined in paragraph 6(b). 15 Prior -- just in the -- in the months 16 leading up to the receivership, who was 17 involved in bookkeeping for the companies? You 18 said that you oversaw the bookkeeping, but 19 who -- who else was involved? 20 A It was mainly me. 21 Q Mainly you? 22 A Yeah. 23 Q So mainly means majority. Who else was even 24 tangentially involved? 25 A Sales at the front. If there's any invoice 26 they'd need to create, they will create it, and 27 they -- if -- anything they purchase, they hand	32 1 over the expense sheet. 2 Q You had salespeople that would create invoices? 3 A Yeah. 4 Q And they would input those invoices? 5 A Yes. 6 Q And where would they input them? 7 A Into the website system, app system. 8 Q And who were those individuals? 9 A There is a guy named Rammel, Jason, and -- and 10 there's some I will put; Raj will put it in, 11 so ... 12 Q Rajinder Singh? 13 A Yes. 14 Q And the other two individuals -- you mentioned 15 Rammel. What's his full name? 16 A That's -- I don't know his last name. 17 Q Jason. Do you know his last name? 18 A No, I don't. 19 Q These people worked for you two months ago? 20 A Yeah. Two, three months, yeah. 21 Q Did you use an accounting firm? 22 A Only for the year-end. 23 Q For year-end? 24 A Yeah. 25 Q And I think the receiver is aware of that firm, 26 but can you confirm what accounting firm that 27 was?

33 1 A I think it's Meons. I don't remember the name, 2 but it started with Meons and Corporation, I 3 think. I think M-E-O-N. 4 T. BATTY: Just off the record for a 5 moment, please. 6 (DISCUSSION OFF THE RECORD) 7 Q T. BATTY: Okay. Sorry. Can you 8 explain more clearly what the name of the 9 accounting firm was. 10 A It's -- I can search, but it's Meon, M-E-O-N, I 11 believe. 12 Q M-E-O-N? 13 A Yeah. And "Corporation", I think. But I can 14 get you the name. I believe we sent the email 15 with the name. 16 H. SELEMANKHEL: Yes, we did. 17 A Yeah. 18 Q T. BATTY: Okay. I believe we have 19 that, but if not, we'll let you know. Thank 20 you. 21 A Okay. 22 Q Now, going back to your affidavit. It mentions 23 further at paragraph 6 that you provided 24 Mr. Meyler, who is with the receiver's office, 25 with contact information for the website/app 26 system that you claim now has custody of the 27 accounting books and records of the company and	34 1 Mr. Ajay -- or Ajay Dhaliwal, who is the 2 individual contact with that company? 3 A Yeah. 4 Q Prior to that and during your initial meeting 5 with the receiver upon the receivership order 6 being granted, which was August 20th, you had a 7 discussion with the receiver, with Mr. Meyler, 8 where you stated that you had a niece who was 9 involved in the -- keeping the books and 10 records of the companies. Do you recall that 11 conversation? 12 A I didn't say books and records. He was -- we 13 were talking about the collection -- who will 14 collect the money and stuff. 15 Q Sorry. Say again. You were talking about 16 the -- 17 A The collection. So who does the collection. 18 So I was saying it's me sometime. Like, if my 19 niece was there, sometime she was calling for 20 collections and stuff, so that's what I 21 mentioned. 22 Q I'm going to pull up some exhibits to your 23 affidavit that contain the correspondence with 24 the receiver. You'll have to bear with me. 25 It's the correspondence from Kevin Meyler that 26 was to you dated August 20th. I found it. 27 So for the record, this is in Exhibit P to
35 1 your September 28th, 2026, affidavit, and 2 there's a long email chain between yourself and 3 the receiver's office, including an email from 4 Kevin Meyler to you on August 20th, 2026, at 5 9:54 PM. And you'll see that under the heading 6 "Books and Records", he states: (as read) 7 We confirm your advice that 8 effectively all books and records are 9 in the possession of your niece. 10 Rather than providing her name and 11 contact information in response to our 12 request, you undertook to contact her 13 such that she will deliver or make 14 available all books and records. We 15 reiterate that we require these (and 16 any books and records in your 17 possession) are to be provided as soon 18 as possible. 19 There has since been several court applications 20 where your niece's name has been mentioned. 21 You've had counsel at these applications. You 22 were personally at the last court application 23 where your niece was discussed, and the fact 24 that you've never provided her name or contact 25 information was discussed. You've also never, 26 prior to today or prior to your affidavit that 27 was sworn an September 28th -- at no time in	36 1 that over a month did you correct Mr. Meyler's 2 statement that you had advised him that all of 3 the books and records are in the possession of 4 your niece; is that right? 5 A There's lots going on. Maybe I have forget or 6 it slipped out of my mind. 7 Q So are you agreeing that you have never at any 8 time prior to September 28th corrected the 9 receiver's understanding that your niece had 10 all of the books and records of the company? 11 A I'm not a hundred percent sure if I ever 12 corrected. I might have when we were outside 13 of the court, but I'm not sure. 14 Q Do you have anything in writing where you've 15 told the receiver, I did not say that. That is 16 not correct, or otherwise advising the receiver 17 that your niece does not have the books and 18 records? 19 A I don't think so. 20 Q Who is the niece that we're talking about? 21 What's her name? 22 A Savneet. 23 Q Savneet. 24 What's her last name? 25 A Dhillon. 26 Q D-H-I-L-L-O-N? 27 A Yes.

37 1 Q What was her involvement with the Jay's Metal 2 group of companies? 3 A She was a drafter. 4 Q Drafter? 5 A Yeah. 6 Q What does that mean? 7 A Design the parts. 8 Q Okay. Like, a designer -- 9 A One designer, yeah. 10 Q What involvement did she have with the 11 accounting for the companies? 12 A If there's any collection, I will just ask her 13 to call the customer and collect the money. 14 That's it. 15 Q Can you -- I'd ask that you provide Savneet's 16 address, telephone number, email address, and 17 any business contact information if she's -- 18 A I think I provided the phone number. 19 We sent it; right? 20 We'll provide the number. 21 Q Yeah. My recollection is we -- until today we 22 didn't have her name -- 23 A Okay. So I'll provide -- 24 Q -- at all. 25 H. SELEMANKHEL: I'll take that 26 undertaking, Counsel. 27 UNDERTAKING 3 - To provide Savneet	38 1 Dhillon's address, telephone number, 2 email address, and any business 3 contact information 4 Q T. BATTY: Was Savneet an employee 5 of one of the companies? 6 A Yes. 7 Q And you stated that, apart from some 8 collections work, that was her -- that was the 9 extent of her involvement in the accounting 10 services for the company? 11 A Sorry. Say it again. 12 Q Apart from some collections work that she 13 did -- 14 A Yeah. 15 Q -- she was not otherwise involved in 16 bookkeeping? 17 A That's right. She wasn't involved with 18 anything else. 19 Q Did she have access to the website that you say 20 has all of the books and records of the 21 company? 22 A No. 23 Q Why did you originally tell the receiver that 24 your niece had the books and records and then 25 subsequently direct the receiver to the website 26 some several weeks later? 27 A I didn't say I said it; I said I mentioned
39 1 about that she was doing collection. 2 Q So what you're telling me today is the 3 statement that Mr. Meyler made in his email to 4 you is incorrect or otherwise untruthful? 5 A Incorrect. 6 Q But you didn't see any need to correct his 7 mistaken statement? 8 A I -- I said it got slipped out of my mind or I 9 didn't see email. 10 Q You didn't see this email that he sent to you 11 on August 20th after -- 12 A I might have -- 13 Q -- your companies went -- 14 A -- seen it -- 15 Q -- into receivership? 16 A -- and I might have forgot about it, so I -- 17 there's lots going on, right. I can't remember 18 every single thing. 19 Q Why did you, as a company or organization, make 20 the change from QuickBooks to this 21 website-based, app-based books and records 22 company in India? 23 A We wanted to have a better system where we can 24 track the inventory and come up with something 25 where we can notify customers when their 26 order's ready or they can pay online. A more 27 advanced system.	40 1 Q How did you transfer over from QuickBooks to 2 this website-based app? 3 A It was done -- they transfer everything for me. 4 Q Who did? 5 A The website guys transferred everything for me. 6 Q Well, what did you do to provide them with the 7 information they needed? 8 A The -- a customers list and a vendors list. 9 Q Did they need the past accounting records from 10 you for the companies? 11 A We didn't put anything in the past, so we just 12 started from that day, anything future. 13 Q Did you provide them with inventory counts? 14 A No. They -- we were still working on the app, 15 so they were developing, so we were in the 16 process where we were going to start entering 17 the inventory and start using inventory system 18 there. 19 Q Okay. When you quit using QuickBooks, did you 20 print a physical copy of the QuickBooks 21 information? 22 A Yes. 23 Q And where is that located? 24 A On the 84th. 25 Q The premises on 84th Street? 26 A On 84th Street, yes. 27 Q Do you know whether your niece attended any of

41 1 the company premises shortly before the 2 receivership? 3 A Attended any ... 4 Q Of the company's premises. 5 A No. 6 Q No, you don't know; or, no, she did not? 7 A She did not. 8 Q The receiver has reason to believe she attended 9 and accessed, through the TELUS security 10 system, at the 36th Street North East location 11 at 9:30 PM the night before the receivership 12 along with some other individuals. Do you have 13 any information about that? 14 A No. 15 Q Is this the first you're hearing of this? 16 A Yes. 17 Q Have you asked your niece in preparation of 18 your affidavits to provide any information she 19 has that relate to the companies? 20 A I did. She doesn't have anything. 21 Q How did you ask her? 22 A Over the phone. 23 Q When did you ask her? 24 A Last week. 25 Q Going back to her potential attendance prior to 26 the receivership. Do you know whether she or 27 any other individuals removed assets from the	42 1 premises on that night? 2 A No. 3 Q You have no information about that? 4 A I don't. 5 Q Moving to the India-hosted website app. Do you 6 know Ajay Dhaliwal? 7 A Now, yes, I do. 8 Q Just through use of his app? 9 A Yes. 10 Q What about the company NSJK Sons Drafting 11 Private Limited? Do you know that company 12 outside of your use as an accounting or 13 bookkeeping service? 14 A I just found them online. 15 Q Is there anybody else you know of who is 16 involved with that website or app? 17 A No. 18 Q Do you know who owns that company? 19 A No. 20 Q Do you have any family business or financial 21 relationship with them? 22 A No. 23 Q Did you sign an agreement with that company for 24 the services that they're providing? 25 A Yes. 26 Q Do you have a copy of that agreement? 27 A It would be in my email.
43 1 Q In your personal email? 2 A Business email. 3 Q That they have locked you out of? 4 A Yes. 5 Q Do you have any invoices or payment records for 6 the work that this company did? 7 A I don't. 8 Q Who in Canada provided information to this 9 website beyond -- I believe you mentioned that 10 front of house Jason and Rammel and -- and some 11 other individuals entered invoices. Who else 12 provided information to that website? 13 A I would have access to everything, and I would 14 provide a users, so we were setting up a system 15 where, you know, everybody can see what's going 16 on in the company. We was in the process. 17 Q I'm not sure that answers my question on who 18 else provided information. It sounds like you 19 were moving towards providing a lot of people 20 with access, but did anybody else provide 21 information to the website beyond the few 22 people you mentioned earlier that would input 23 invoices? 24 A No. 25 Q That website managed accounts payable as well? 26 A Yes. 27 Q Who would upload invoices to that?	44 1 A That we create? 2 Q Well, accounts payable are accounts that are 3 payable by the company, so you -- 4 A Oh, the account payables. Yeah. I would 5 upload it. Like, we don't upload. We just 6 enter the -- the numbers and amount in there. 7 Yeah. 8 Q Can you explain the accounts receivable 9 management that they did. You mentioned that 10 invoices are -- are uploaded. At what point do 11 you then confirm to the website that the 12 invoice has been filled and the work has been 13 done and it's now an account receivable? 14 A So whatever material get picked up. 15 Q And so when the invoices input into the 16 website -- 17 A Whenever we receive the order. 18 Q Yes. And I think you've mentioned -- and we're 19 going to get to this as well -- that that 20 system would record it as accounts receivable 21 as soon as it was uploaded -- 22 A Yes. 23 Q -- is that correct? 24 A Yeah. 25 Q When did you know that that was how it handled 26 an invoice? 27 A I knew from beginning.

45 1 Q Did you have any concerns about that? 2 A No. 3 Q I'm going to go back to this email 4 correspondence that's contained in your 5 affidavit. I'm going to direct you to -- this 6 is the same exhibit that was referenced before. 7 There was a September 11th response from you to 8 Mr. Meyler and his colleagues. It appears that 9 Raj is copied as well. 10 And in response to Mr. Meyler's request for 11 contact information for any person or entity 12 that has possession or access to the vendor's 13 books and records, including contact 14 information, you list yourself and your contact 15 information. And then directly below that, the 16 next bullet point, he requests contact 17 information for every person or entity that 18 administered the debtor's accounting systems, 19 email servers, cloud storage, websites, or 20 other electronic records. 21 And so under "Bookkeeping Info", 22 you identi -- you responded and listed your 23 name again and your contact information. And 24 then you list underneath that as, quote: 25 (as read) 26 Oversees IT consultant for website and 27 email contact.	46 1 And then you have Mr. Dhaliwal's name and his 2 phone number. 3 Why did you identify yourself there as the 4 bookkeeper and the -- Mr. Dhaliwal as the 5 website consultant and email contact? 6 A Bookkeeper 'cause I was the one doing all the 7 bookkeeping for the -- for the company. 8 Q Well, that's your interpretation, I suppose, 9 but my understanding was that you were using 10 this -- this overseas website to do the 11 bookkeeping? 12 A Yeah. So I had control over everything, so I 13 was the main user or owner of that, and I would 14 decide who I going to give authorities and how 15 much -- how much each person can see. 16 Q Right. Is there a reason why you didn't list 17 Mr. Dhaliwal's information in the prior bullet 18 point? Because the prior bullet point actually 19 asks who has possession and access to those 20 records, and as we know now, you're claiming 21 you don't have possession or access to them; 22 and as we know now, you're saying that 23 Mr. Dhaliwal has possession and access to them, 24 but in this response you -- you said -- you say 25 the opposite. You say that you have possession 26 and access and that Mr. Dhaliwal is listed as a 27 person who has administered the records. Is
47 1 there a reason why you didn't put 2 Mr. Dhaliwal's name as having possession and 3 access to the books and records? 4 A I thought I put it on the bottom, and that's -- 5 should be where you see the information. If 6 you need, I can change it and put it up. 7 Information is there. Either it's on the top 8 or the bottom. 9 Q When were you allegedly locked out of this 10 account? 11 A I don't know exact time. 12 Q Well, you knew you had an obligation after the 13 receivership order to provide books and 14 records; correct? 15 A Yes. 16 Q And you had contact with the receiver directly 17 after the receivership order was granted where 18 they were looking for books and records; 19 correct? 20 A Yes. 21 Q Did you then go and see whether you could 22 access the information that the receiver was 23 asking for? 24 A No. I didn't do it right away. 25 Q When was the first time you tried to access the 26 website? 27 A When I was asked to provide everything, so then	48 1 after a few days, I start looking into it. 2 Q Your response is confusing. You said that you 3 didn't do it when you were asked. You said 4 that you didn't do it right away. Is there a 5 date that you can pinpoint when you found out 6 you were locked out? 7 A I don't have the date. I don't remember, no. 8 Q Is there any time that you communicated with 9 the receiver to say, I'm trying to get the 10 books and records from this website, but I have 11 been locked out? 12 A I don't remember. 13 Q Do you have anything in writing where you've 14 advised the receiver about this lack of access? 15 A I don't think. 16 Q Did you receive any emails from Mr. Dhaliwal 17 during this time period about being locked out? 18 A No. 19 Q Did you receive notice, or did you just try to 20 log in and you couldn't access it? 21 A He did warn me before that if I don't pay his 22 bill, he will lock me out. 23 Q Do you have a copy of that bill? 24 A I don't. 25 Q Do you have a copy of that communication? 26 A No. It was a phone call. 27 Q What's the amount of the arrears owing?

49 1 A It should be 82, 83,000. Somewhere there. 2 Q You have no proof of that, though? 3 A I don't have right now. It was in those -- 4 the -- the bin was dropped off. Could be in 5 that one. 6 Q What would the receiver be looking for in the 7 bin? 8 A Invoice. 9 Q A physical invoice? 10 A Yeah. 11 Q Was it sent to you physically, or did you print 12 it off? 13 A I print it off from my email. 14 Q Was it also sent to your personal email? 15 A No. 16 Q When did you receive that invoice? 17 A I was receiving lots, so it was keep adding on, 18 so I don't have exact date. 19 Q What did this service cost on a monthly basis? 20 A Monthly basis could be I think about 7,500 21 or \$8,000. 22 Q Sorry. Can you speak more clearly. 23 A 7,500 to \$8,000. 24 Q 7,500 to 8,000? 25 A Per month, yeah. 26 Q What was the charge based on? 27 A Development. So they developing systems, so	50 1 there was inventory, payroll system, invoice 2 expense, so there was a lot that I was getting 3 done or adding on. 4 Q There was a flat fee for the different services 5 is what you're telling me? 6 A Yes. 7 Q Did you instruct or ask anybody to suspend, 8 restrict, delete, transfer, alter, or withhold 9 access or data? 10 A No. 11 Q Okay. I want to look now at some financial 12 statements for Jay's Structural. These 13 statements are attached to the Starenky 14 affidavit that I mentioned earlier -- the 15 August 10th, 2026, Starenky affidavit that are 16 at Exhibits 42 to 44. So you'll see that the 17 first of these is a balance sheet for Jay's 18 Metal Products. Jay's Metal Structural is at 19 Exhibit 43 of the affidavit. 20 T. BATTY: Sorry. Just off the 21 record. 22 (DISCUSSION OFF THE RECORD) 23 Q T. BATTY: I'll have to come back to 24 that. I think it's on an income statement 25 that's not attached. I thought it was attached 26 as an exhibit. I do have it. I'll have to 27 enter it as a physical exhibit after we have a
51 1 break. 2 So, instead, I'm going to go to some bank 3 statements from an account with ATB. These are 4 physical statements. They're not contained in 5 your affidavit. I printed off a copy for you. 6 I'll hand it over to you and your counsel. 7 This is a deposit account statement. It's 8 dated September 3rd, 2026, and it was acquired 9 by the receiver. It's for an account, Business 10 Premium Service Number 00017892680, and it's 11 addressed to Jay's Metal Products Ltd., Black 12 Diamond Metal & Steel, and Icon, I-C-O-N, 13 Panel. Do you see that? 14 A Yeah. 15 Q Are you familiar with this account? 16 A Yes. 17 Q I'm going to get into this account in more 18 detail later, but because we're on the topic of 19 this India-based website and NSJK, I'd like you 20 to turn to a transaction. If you could turn to 21 August 20th, there's an outgoing amount -- 22 outgoing wire in the amount of 11,500. Do you 23 see that? 24 A Yeah. 25 Q Do you know what that was for? 26 A I can't remember. 27 Q You don't remember?	52 1 A No. 2 Q I'm going to hand you another document. 3 T. BATTY: Sorry. I should first 4 mark this as an exhibit, I suppose. If you 5 don't mind marking it as maybe Exhibit A or 1. 6 It doesn't matter to me. 7 THE COURT REPORTER: Okay. So a full exhibit 8 would be D-1, and an exhibit for identification 9 would be 'A'. So is it a full exhibit? 10 T. BATTY: Yes. 11 THE COURT REPORTER: Okay. 12 H. SELEMANKHEL: So this is D-1? 13 THE COURT REPORTER: Yes. 14 EXHIBIT D-1 - A deposit account 15 statement dated September 3, 2026, 16 for account Business Premium Service 17 Number 00017892680 addressed to Jay's 18 Metal Products Ltd., Black Diamond 19 Metal & Steel, and Icon Panel 20 H. SELEMANKHEL: Counsel, do we have 21 another document -- 22 T. BATTY: We do. 23 H. SELEMANKHEL: -- we're going to 24 introduce? Okay. 25 T. BATTY: Yes. 26 Q T. BATTY: So there's another 27 document I'm handing to you. It's also an

53 1 ATB-produced document, and it references a 2 wire, and it appears that it was wired to 3 India. And I believe that's the amount of 4 779,132 rupees, and you'll see on the second 5 page of that document that that was sent to 6 NSJK Sons Drafting Private Limited. Do you see 7 that? 8 A Yeah. 9 Q Did you initiate that payment? 10 A Yes. 11 Q And that was on the date of the receivership 12 order -- correct? -- August 20th? 13 A That's when it went out. 14 Q When did you initiate it? 15 A The same day. Probably in the morning. 16 Q Why did you make that payment? 17 A There was services that we got overseas for 18 drafting. 19 Q Right. The same bookkeeping services we've 20 been talking about? 21 A No. 22 Q Is that not the bookkeeping -- 23 A No. 24 Q -- company? 25 A No. 26 Q What company is that? 27 A This is drafting.	54 1 Q What's NSJK? 2 A They design the -- the parts. 3 Q The metal parts? 4 A Yeah. 5 Q How long have they done that for you? 6 A On-off. So whenever needed, I outsource. 7 Q You knew that the receivership order was being 8 granted that day? 9 A I wasn't a hundred percent that it's going to 10 be granted. 11 THE COURT REPORTER: Sorry. Can you repeat 12 the last thing -- 13 A I wasn't -- 14 THE COURT REPORTER: -- you said. 15 A -- a hundred percent it was going to be 16 granted. Was it a hundred percent that it was 17 going to be granted when it was granted? 18 Q T. BATTY: You knew the application 19 was happening? 20 A Yes. So wasn't -- business was operating. 21 Q Business was still operating on the 20th? 22 A Wasn't it? 23 Q My understanding is that you told all the 24 employees to go home on the 16th? 25 A Yes. 26 Q But your business was still operating? 27 A Not fabrication, but it was still in my
55 1 possession until they took over. 2 Q At the receiver's initial attendance after the 3 receivership order was granted on August 20th, 4 did you tell the receiver that the companies 5 had no computers and that the employees used 6 their own personal devices? 7 A No, I didn't say that. I had two of them that 8 are dropped off after. 9 Q Going back to the email correspondence. 10 A Yes. 11 Q This is at the same exhibit of your affidavit, 12 being Exhibit P, and this is, again, the email 13 dated August 20th from Kevin Meyler to yourself 14 saying that: (as read) 15 Relatedly, I understand that you 16 mentioned to Dana/Jerri [who are with 17 the receiver], in response to their 18 inquiry where the computers were, that 19 the company did not have any computers 20 but the employees brought their own. 21 And then he talks about how it's unusual and 22 that, if there are computers that were used, 23 that they need them to be turned over. 24 Again, you received this email. At no time 25 did you correct the receiver on its 26 understanding that you told them this. So 27 you're saying now that you didn't tell Dana and	56 1 Jerri that employees used their own personal 2 computers? 3 A Verbally I did, and they weren't there. They 4 were only there for three days, right, and then 5 they went to vacation. So I was seeing 6 Lorry -- or -- yeah -- her afterward, so ... 7 Q I don't -- I fail to see the relevance of them 8 going on vacation. 9 Did you tell them on August 20th that 10 employees use their own personal computers? 11 A No. 12 Q So that's also a lie? 13 A I'm not saying a lie. So there could be 14 misunderstanding. 15 Q Okay. Well, it sounds like there's a whole lot 16 in his email that was written that same day 17 that isn't correct in your mind? 18 A I didn't correct the email 'cause that -- 19 especially that week I was pretty, you know, 20 depressed, so I didn't, you know, reply right 21 away on those things. 22 Q Is it your evidence today that there was nobody 23 who used a personal computer in relation to the 24 company's affairs or business? 25 A No one. 26 Q Say again. 27 A No one were using their own personal.

57 1 Q You mentioned the two computers that were 2 delivered to the receiver. Where did you find 3 those computers? 4 A It was in my truck. 5 Q Are those your computers? 6 A No. 7 Q They were the business's? 8 A Yes. 9 Q Did you use them? 10 A No. 11 Q Who used those computers? 12 A Whoever would take the order or, you know, help 13 a customer to pick up. 14 Q They were general use by employees? 15 A Yeah. Employees, me. So I was there; Raj was 16 there, so we all used them. 17 Q Where were they located while the business was 18 operating? 19 A It was on the front counter. 20 Q And what would they be used for? 21 A Just to go on the website and app and then 22 enter or look for everything from there. 23 Q Go on the website. Can you be more specific. 24 A They -- 25 Q There's a lot of websites. 26 A Accounting system. 27 Q So they would use the computer to input the	58 1 invoices, as we spoke about earlier. Is 2 that -- 3 A Yes. 4 Q What else would these computers be used for? 5 A Well, I think if you want to look for -- I 6 don't know. If you want to search anything on 7 the YouTube or anything online that you want 8 to -- not familiar about. On any product, they 9 will look online. Go on any website and look 10 for those things. 11 Q So walk me through when an invoice is entered. 12 Somebody comes into the shop, and they place an 13 order. An employee goes to the computer, and 14 what does the employee do? 15 A Log in to the system and then enter invoice or 16 see if their order ready or what's happening. 17 Q And take -- walk me through step-by-step the 18 entering of the invoice. Is there a standard 19 form? 20 A Yeah. There's a standard -- standard product. 21 So they ask for which product you want to buy, 22 and they just type the product. They will show 23 up and pop up. Pricings, everything's there. 24 Q And where are these standard form invoices 25 stored? 26 A Into the app. 27 Q In the app?
59 1 A Yeah. 2 Q Were both computers located at the same 3 location? 4 A Yes. 5 Q Are there any additional computers? 6 A No. 7 Q Were both computers used for the same purpose? 8 A Yes. 9 Q And -- sorry -- you said they were at the same 10 location? 11 A Yes. 12 Q Do you have any idea why one computer contained 13 no apparent documents and the other only 14 contained very limited project material? 15 A We don't need to save up any projects, so 16 there's nothing that you need to save up on the 17 computers. 18 Q What information did your employees use to 19 manufacture the goods once the invoice was 20 entered? Did they have a copy of the invoice 21 to know what they were supposed to create? 22 A Sketch. So customer come with a sketch. So we 23 give them a pad, so they sketch up what they 24 want. 25 Q Did you have any of these drives on these 26 computers replaced, wiped, reformatted, reset, 27 encrypted, cleaned, or restored before	60 1 providing them to the receiver? 2 A No. 3 Q Where were these computers before you delivered 4 them? 5 A In work truck. 6 Q Can you remind me again the date those were 7 delivered. I believe it was September 23rd; is 8 that correct? 9 A Could be. I don't remember. 10 Q They were delivered on September 23rd, which is 11 the same date that you swore your prior 12 affidavit. 13 A Okay. So -- yeah. So it's that day, then. 14 Q That was more than a month after the 15 receivership order was granted and more than a 16 month after the receiver asked for all books, 17 records, computers. Why did it take over a 18 month for you to provide two computers that 19 were readily available in your truck? 20 A I don't know. That was in -- in my mind for -- 21 since this receivership happened. 22 Q Is there any external drives or other sources, 23 servers, cloud storage that was used by the 24 company apart from the website that we've been 25 discussing? 26 A No. 27 Q Bear with me. I'm just going to try to locate

61 1 a document. 2 I'm going to take you to the Jay's Metal 3 Products Ltd. balance sheet. It's a balance 4 sheet as of June 30th, 2026, and this is 5 located at Exhibit 42 of the Starenky 6 affidavit. 7 My understanding is that these balance 8 sheets were prepared by the Jay's Metal group 9 and provided to RBC. Do you recall preparing 10 these balance sheets? 11 A Yes. 12 Q You were involved in their preparation? 13 A Yes. 14 Q You'll see that on the first page of the Jay's 15 Metal Products balance sheet -- sorry -- the 16 second page -- there's a line item for 17 "Computer Hardware/Software", and it attributes 18 a value of over \$20,000 to computer 19 hardware/software. What is that number based 20 on? It can't be on two computers. 21 A It could be a machine has a computers too. 22 Q Which does? 23 A Equipments. 24 Q Sorry. Say it again. 25 A Equipments has a computer. 26 Q Oh, equipment has -- 27 A Yeah.	62 1 Q -- computers? 2 A Yes. 3 Q Is that not part of the equipment? Would that 4 not go under the "Equipment" line item? 5 A If break down, we just buy computer and then 6 put it under computer -- under the -- the 7 hardware/software. 8 Q It's a separate -- it doesn't come with the 9 equipment? It's separate? 10 A No. There's one come with the equipment, and 11 when those breaks down, we got to buy another 12 one and attach to it. 13 Q Where -- do you have any backup information for 14 that number as to how you calculated it? 15 A I don't. 16 Q And this is you doing this with no accounting 17 experience or background? 18 A Yes. 19 Q And you decided that that should be separated 20 from the equipment, even though it's attached 21 to it and needed for the equipment? That 22 should be a separate -- 23 A It didn't need to be separate. 24 Q Pardon? 25 A That is computer -- 26 Q You're going to have to wait for me to stop 27 speaking for the benefit of the court reporter.
63 1 She can't -- 2 A Okay. So, yeah, I thought it was part of 3 computers. 4 Q I'm going to take you back to your own 5 affidavit that you swore, specifically 6 paragraph 11. And paragraph 11 refers to 7 paragraph 14 of the compelling order and talks 8 about your obligation to provide business 9 computers, mobile devices, et cetera, to the 10 receiver. And subparagraph (a) of paragraph 11 11 says: (as read) 12 BDO was provided possession of the 13 computers of the business on 14 August 20th, 2026, when BDO took 15 control of the locations of the 16 business. 17 Based on that, is it your understanding that 18 the receiver has other computers from the 19 business other than the two that you provided 20 on September 23rd? 21 A Yes, I believe so. 22 Q Going back to the September 20th email, which I 23 now have to find again. Sorry. Or -- sorry -- 24 it's the August 20th email. Exhibit P to your 25 affidavit. It's clear from this email that 26 they didn't receive those computers because 27 they're asking about employee computers and	64 1 your statement to them that there's no 2 computers because employees use their own 3 computers. 4 So in your affidavit you've stated that 5 there were these computers that were present at 6 the locations and that the receiver had custody 7 of them. The receiver's evidence in their 8 August 28th email is that they have no 9 computers. You told them that employees used 10 their own computers and that there were no 11 business computers, and then you provided two 12 virtually empty computers to the receiver over 13 a month later. How do you explain any of that? 14 What happened to the computers that you say 15 were on the premises? In your sworn affidavit 16 at paragraph 11, you state that there -- there 17 should have been three computers that the 18 receiver had custody of. 19 A I believe there -- 20 Did you guys find two in Edmonton? 21 Q You can't have a discussion with the receiver 22 right now. 23 A Okay. 24 Q We can go off the record if you want to discuss 25 with the receiver. 26 A So, yeah, there was two, I believe, there, and 27 one was here in Calgary.

65 1 Q Do you know what happened to them? Because 2 it's clear the receiver doesn't have them. 3 A I don't know. 4 Q Could that be what your niece was removing on 5 August 20th -- or August 19th? 6 A She did not remove anything. 7 T. BATTY: Just off the record. 8 (DISCUSSION OFF THE RECORD) 9 (ADJOURNMENT) 10 T. BATTY: And just to start with 11 the housekeeping issue, I need to properly 12 identify the exhibit that was referred to 13 previously that is the wire transfer to India 14 that we discussed that was sent on August 20th, 15 the date of the receivership. So if that can 16 be marked as Exhibit D-2. 17 EXHIBIT D-2 - A document showing a 18 wire transfer to India that was sent 19 on August 20, the date of the 20 receivership 21 Q T. BATTY: Okay. Before we move on 22 to banking matters, I'd like to speak a little 23 further about the computers and the location of 24 the business records. 25 Why were the computers in your truck? You 26 said that they were used to input invoices and 27 that they were kept in one of the business	66 1 premises. How did they end up in your truck? 2 Why weren't they still at the business 3 premises? 4 A I just put in truck. I don't know why. 5 Q Can -- sorry. You're going to have to speak a 6 little louder. 7 A I put in the truck. 8 Q You put it -- okay. That's obvious. Why? 9 A I don't know. I -- I wasn't thinking. I 10 just ... 11 Q When did you put them in your truck? 12 A The day before. Two days before. 13 Q Before what? 14 A Before the 20th. 15 Q So on the eve of receivership? 16 A Yeah. 17 Q And you have no explanation as to why you did 18 that? 19 A No. 20 Q Did you have your truck with you when you met 21 with the receiver on August 20th? 22 A No. 23 Q How did you get to where you met with the 24 receiver? 25 A My wife's car. 26 Q Any reason why you didn't have your truck? 27 A I normally just use for work.
67 1 Q And, otherwise, you drive your wife's car? 2 A Yeah. 3 Q You didn't view going to meet the receiver at 4 your workplace as work? 5 A Didn't what? Sorry. 6 Q You didn't view going to meet the receiver at 7 your place of work to talk about your work as 8 being work? 9 A I didn't think that way. 10 Q We mentioned the transition in 2025 from you 11 using QuickBooks for the companies to using the 12 web-based bookkeeping service in India. You 13 used another system from 2013 until 2025; is 14 that right? You used QuickBooks? 15 A Yes. 16 Q Or some other system? 17 A There was another one. I don't remember the 18 name. Simply ... 19 Q Where are those business records? Because you 20 would have electronic and other records from 21 the time of 2013 to 2025. 22 A All the hard copies are on the 84th. 23 Q 84th Street location? 24 A Yes. 25 Q In boxes? 26 A In boxes. 27 Q When is the last time that you saw those	68 1 records? 2 A It's a while. 3 Q Say it again. 4 A It's a while. 5 Q It's a while? 6 A Yeah. 7 Q Did you go look for them when the receivership 8 order was granted and you had to provide books 9 and records to the receiver? 10 A No. 11 Q You mentioned the arrears that are owing to the 12 web-based bookkeeping service being \$80,000; is 13 that correct? 14 A Yes. 15 Q And you also mentioned that the average monthly 16 cost of that service was 7,500 to 8,000; is 17 that right? 18 A Yes. 19 Q So your evidence is that there was ten months' 20 worth of arrears? 21 A Probably less. A lot less. But there's a 22 development cost. 23 Q A development cost? 24 A Yeah. 25 Q What is that cost? 26 A I don't have a breakdown, but there's a -- I 27 think it's only two month that I haven't

69 1 paid -- two or three max month, and there's a 2 development cost. Anything I add on then 3 customize, that's the cost they add on. 4 Q When did those development costs arise? 5 A So right now I was getting the inventory system 6 in, so while they're developing, they were keep 7 adding on to the bill. 8 Q When was the last time the companies were 9 current with the web-based bookkeeper? 10 A Sometime in June, July maybe. 11 Q And so \$80,000 in less than two months? 12 A Yeah. Three -- three month, I would say. 13 Q And you said as a result of these arrears, you 14 are now locked out of the web-based system? 15 A Yes. 16 Q And that includes your work email account? 17 A Yes. 18 Q What was your email address for your work 19 account? 20 A jay@jaysmetal.com. 21 Q J-A-Y @jaysmetal.com? 22 A Yes. 23 Q And you can't access it any longer? 24 A No. 25 Q You can't send emails from that account any 26 longer? 27 A No.	70 1 Q Who else used email through that web-based 2 bookkeeping service, administration service? 3 Did other employees? 4 A For bookkeeping? 5 Q Not for bookkeeping. 6 What -- who else had email accounts at 7 jaysmetal.com? 8 A Shane. 9 Q Who is Shane? 10 A He was doing -- like, checking the orders and 11 stuff and then -- 12 Q He's an employee? 13 A Yeah. An employee. 14 Q Does he have a last name? 15 A I don't remember his last name. 16 Q He used an email through this web-based -- 17 A Yeah. 18 Q -- server? 19 A Yeah. 20 Q Okay. Who else did? 21 A Ashley. 22 Q Ashley? 23 A Yeah. 24 Q Okay. And would they have similar email 25 addresses? 26 A Yes. 27 Q So it would be ashley@jaysmetal.com, for
71 1 example? 2 A Yes. Yeah. 3 Q Did Raj -- Rajinder -- 4 A Yeah. 5 Q -- Singh -- 6 A Yeah. He has one, yes. 7 Q I'm going to show you -- this is the second 8 report of the receiver that's been filed in 9 these proceedings. 10 A Yeah. 11 Q That report was filed September 17th. It's 12 dated that same date. I'm going to take you to 13 Exhibit C of that report -- or Appendix C, 14 rather. And you'll see that these are -- this 15 is email correspondence between yourself, some 16 representatives of the receiver, including 17 Lorry Descheneau and Kevin Meyler, and the 18 recipient -- the other recipients are yourself 19 and Raj Sunner, who also goes by Rajinder 20 Singh; is that right? 21 A Yes. 22 Q And you'll see that Mr. Sunner, or Singh, is 23 sending emails. He sent an email 24 September 10th, 2026, from raj@jaysmetal.com. 25 Do you see that? 26 A Yeah. 27 Q Do you have any idea why Mr. Singh, or Sunner,	72 1 can access his Jay's Metal email account but 2 you can't? 3 A Yeah. I have no idea 'cause I -- right now I'm 4 checking. It's not working. But as I 5 mentioned, we don't know when it stopped 6 working. 7 Q Okay. I'm going to move on to talk about the 8 banking matters that involve these companies. 9 Have you identified every bank, credit 10 union, credit card, and investment account used 11 by the companies? 12 A Yeah. 13 Q We'll go back to your affidavit of 14 September 28th, and at paragraph 9(b) you 15 state: (as read) 16 The business used RBC, ATB, and 17 Scotiabank bank accounts. 18 Have you provided with -- or the receiver with 19 all of the information you have with respect to 20 those accounts, both account numbers and any 21 hard copy records you have? 22 A Whatever I had, I provided. I don't have a 23 list what it is, but the bank account -- they 24 had the access on ATB, and RBC I don't have any 25 access at all. And also Scotia. 26 Q Okay. Who had signing authority for these 27 various accounts? Did anybody other than you?

73 1 A It's just me on most of them. 2 Q And so every transfer that we see, that would 3 have been initiated by you. Is that fair? 4 A Yes. 5 Q Who received bank statements and performed 6 reconciliations? 7 A We normally were getting hard copies, and I 8 don't know when it stopped. So RBC -- I think 9 we got it last year, and then we didn't get 10 anything. 11 Q Did anybody other than you review the bank 12 records, the bank statements? 13 A No. Mainly it's me. 14 Q I'm going to go through a number of transfers 15 to various accounts, and I'm going to be 16 referring to the Exhibit D-1 that I had 17 provided to you earlier. There's a number of 18 transfers to accounts, and they don't show the 19 full account number, but they show the -- the 20 last four digits. Do you know what account 21 ends in "5880"? 22 A It is ATB. 23 Q This is in the ATB statements. I don't know 24 where the account is. 25 A No idea. 26 Q What about 1780? Do you know what account ends 27 in "1780"?	74 1 A I know the "80" accounts are with ATB, the 2 business account, but I don't exactly which 3 company it for. 4 Q Okay. So any -- any account that ends with 5 "80" is an ATB account? Is that what you're 6 telling me? 7 A Yes. There was, I think, two or three ending 8 with "80". 9 Q What about bank accounts that end with "78"? 10 Do you know what financial institution those 11 are? 12 A I don't know. 13 Q Okay. Well, we'll get into the -- we'll get 14 into the accounts. 15 Are there any personal accounts that you 16 have that would have received customer 17 payments? 18 A No. 19 Q What about other funds that are funds of the 20 companies, whether it's a customer payment or 21 otherwise? Tax returns, anything like that? 22 Was there any money that was money of the 23 companies that would have gone into any of your 24 personal accounts? 25 A No. 26 Q What about a different third-party account 27 owned by somebody else or Holdings, for
75 1 example? 2 A Nothing with Holding. 3 Q Okay. I'm going to move to these records 4 produced as Exhibit D-1, and we -- I think you 5 confirmed earlier that you recognize this 6 account and that you had authority and control 7 over this account; is that right? 8 A Yes. Yes. 9 Q I'll ask you to turn to August 5th in the 10 statements, and this is at the -- it doesn't 11 appear to have a page number, but it's an 12 August 5th, 2026, entry: Interac e-Transfer to 13 yourself of \$10,000. 14 A Yes. 15 Q Why was that transfer made? 16 A So there's a lot of personal money I putted in, 17 so any time the company needs money, I will put 18 the personal in and take it out, and then -- so 19 there's probably -- if you just seen 2025, 20 there's probably more money in from personal 21 than out. 22 Q So your evidence is that this was to repay a 23 shareholder loan made by you to the company? 24 A Yes. 25 Q And do you have supporting ledgers, documents, 26 or otherwise for this payment and for the state 27 of your shareholder loans?	76 1 A Yeah. So I can have all the transaction 2 from -- from January to -- until I had the 3 access. 4 Q Sorry. I -- 5 A I have all the list of transaction I can 6 provide. 7 Q You -- okay. You will undertake to provide a 8 list of all -- 9 A I got to look into. I got to go back, and then 10 I need a list from you guys which -- if there's 11 any transactions that you need to know about, 12 I'll find the backup. 13 Q Yeah. We're going to go through quite a few. 14 We're still -- we don't have all the bank 15 records yet. As you know, it's been some -- 16 there's been some difficulty getting them. 17 A Yeah. 18 Q We will need to ask additional questions once 19 we do get those bank records. But -- 20 A Okay. 21 Q -- for now we're going to -- going to look at 22 the ones we have -- 23 A Okay. 24 Q -- and I'll be providing a number of 25 undertakings for you to provide information 26 regarding these transactions. 27 So, yes, if you could undertake to provide

77 1 full details of your shareholder loans to the 2 companies and any payments to or received from 3 the companies? 4 H. SELEMANKHEL: On a best-effort basis, 5 Counsel. 6 T. BATTY: Yes. 7 UNDERTAKING 4 - To provide full 8 details of Jagjit Bajwa's shareholder 9 loans to the companies and any 10 payments to or received from the 11 companies (Best Efforts) 12 Q T. BATTY: There's another transfer. 13 If you turn to August 10th, it's a smaller 14 \$2,500 e-Transfer to yourself. Do you see 15 that? 16 A Yes. 17 Q It's toward the bottom of page 23. Is that -- 18 am I to understand that's for the same reason? 19 It's a repayment of a shareholder loan? 20 A Yes. 21 Q August 11th there is a large number of Interac 22 e-Transfers to yourself. In fact, there's four 23 separate significant transfers -- actually, 24 scratch that -- there's even more further down. 25 There appears to be six transfers of \$25,000 to 26 yourself? 27 A Yes.	78 1 Q And another transfer of \$10,000 to yourself for 2 a total of \$160,000 paid to yourself on 3 August 11th? 4 A Yeah. 5 Q And the purpose of that? 6 A Same. Loan payback. 7 Q You knew at this time that there was a 8 receivership application pending by RBC? 9 A Yes. 10 Q Why did you decide to pay yourself such a large 11 sum of money on that date? 12 A It's some of the money I borrowed from friends, 13 so I got to pay them back. 14 Q Were they asking to be paid back? 15 A Yes. 16 Q Who are these friends? 17 A They are friends. 18 Q What are their names? 19 A There's one. It's Simran Barr. 20 Q Simran what? 21 A Barr. 22 Q Barr? 23 A Yeah. 24 Q B-A-R-R? 25 A B-A-R-R, yeah. 26 Q How much did Simran lend you? 27 A I don't know exact number, but probably
79 1 150,000. 2 Q But you don't know the exact number? 3 A No. And I borrowed from my sister -- three of 4 them. I borrowed from a lot of people to run 5 this business when I was going under and didn't 6 have money. 7 Q You also borrowed from RBC; correct? 8 A Yes. 9 Q But you didn't pay them back? 10 A No. 11 Q No. 12 Did you talk to anybody about whether you 13 should be paying these individuals back ahead 14 of RBC? 15 A No. 16 Q There's another entry on August 13th -- two 17 entries: One payment to yourself in the amount 18 of \$25,000 and another for \$3,000. What was 19 the purpose for that transfer? 20 A Yeah. Same thing. 21 Q Same thing? 22 A Yes. 23 Q To pay others, other than RBC? 24 A Yeah. 25 Q And you say that was a repayment of a 26 shareholder loan? 27 A Yes.	80 1 Q August 19th -- 2 A Yes. 3 Q -- there's a receipt into the account of 4 \$221,000 -- \$221,050, rather, from this account 5 ending in "5880". Do you know what that 6 relates to? 7 A That's just transfer from another account. 8 Q Which account? Who owns that account? 9 A I can't tell right now. I can't -- I don't 10 have full numbers. I don't have detail. 11 Q That's one of the other Jay's entities? 12 A Could be. 13 Q Could be. 14 Well, is -- is there anybody else who is 15 sending \$221,000 -- 16 A This -- this is not sent. It was received. 17 221. 18 Q Correct. 19 A Yeah. 20 Q Well, is there anybody else who would be 21 sending Jay's Products over \$200,000 on that 22 day other than an intercompany loan from or 23 payment from one of your other -- 24 A No. 25 Q -- entities? 26 A It would be just between company. 27 Q So it's either Structural or Framing or --

81 1 A Yeah. 2 Q -- Edmonton? 3 A Yes. 4 Q Potentially Holding? 5 A No. 6 Q No. 7 So one of the other three corporate 8 defendants? 9 A Yes. 10 Q And you don't know what one. 11 Do you know why that payment was made? 12 A No. 13 Q You know this is the day before the 14 receivership order was granted -- 15 A Yeah. So -- 16 Q -- correct? 17 A -- I -- if you go in past, there was always 18 payment in and out between the companies. 19 Q And what were those payments typically for? 20 A Just transfer. There's -- wherever I needed 21 money, I just transfer from corporation to 22 corporation. 23 Q Right. So that the company could pay its 24 bills, basically? 25 A Yes. 26 Q And so then it appears that this money -- so at 27 the -- at the time of the transfer, there was	82 1 27,000 in the Jay's Product's account; correct? 2 A Yes. 3 Q Approximately? 4 A Yeah. 5 Q And then subsequently there was close to 6 \$250,000. You then that same day sent an EFT 7 in the amount of a hundred thousand dollars. 8 Do you know what that relates to? 9 A I believe it's personal as well. 10 Q Right. 'Cause you see at the bottom of the 11 page -- do you see that printing, "Payment 12 Order Number", "Amount", a hundred thousand 13 dollars? 14 A Yeah. 15 Q That's ATB confirming that that entry was 16 transferred to a TD account held by Jay Bajwa? 17 A Yeah. 18 Q So you paid yourself a hundred thousand 19 dollars, and then you sent a further five 20 transfers of \$25,000 and then a further -- if 21 you turn to the next page -- transfer of 22 \$23,300. So it appears that this transfer -- 23 this intercompany transfer was made for the 24 purpose of paying you \$248,000 -- \$248,300, 25 draining the account and leaving \$200 in the 26 account. 27 Was there anybody else that was paid that
83 1 money, or you can confirm that all that money 2 came to you? 3 A It went to me, and I paid my personal loans. 4 Q And you knew that the receivership application 5 was happening the next day? 6 A Yes. 7 Q Why were those payments made in separate 8 transfers? Is there a limit of 25,000 on an 9 e-Transfer? 10 A Yes. 11 Q And you made those payments on that date 12 because you knew that if the receiver was 13 appointed, those funds wouldn't be available; 14 is that correct? 15 A 'Cause I didn't think that. I was thinking I 16 was getting the pressure from debtor that I got 17 to pay, so that's the reason I took it out. 18 Q Did anybody sue you other than RBC? 19 A No. 20 Q Did you get a formal demand letter from any 21 legal counsel? 22 A Other than RBC? 23 Q Other than RBC. 24 A No. 25 Q What kind of pressure were you feeling? They 26 phoned you? 27 A Yes.	84 1 Q Any other pressure or just phone calls? 2 A Phone calls. 3 Q All at once right before the receivership? 4 A It was getting -- yeah. It -- I was getting 5 pressure 'cause I was supposed to pay month, 6 two month before that I couldn't pay. 7 Q Why did you decide to pay all of a sudden now 8 instead of two months before when it was 9 demanded initially? 10 A I didn't have money at that time. 11 Q You had less money two months before the 12 receivership than at the time of the 13 receivership? 14 A Yes. 15 Q Why? Why was there more money? 16 A 'Cause I wasn't purchasing. I was just -- it 17 was just more sale was happening. 18 Q Well, I thought that was the case for quite a 19 while before -- 20 A Yeah. 21 Q -- the receivership? 22 A Yes. 23 Q So how did you have money -- more money on the 24 eve of the receivership than two months prior? 25 A 'Cause it takes time to receive. So you don't 26 receive same day you sell, so sometime it takes 27 30 days, 40 days, 60 days -- the money to come

85 1 in. 2 Q And so none of those -- all of those 3 withdrawals were for a shareholder loan you had 4 provided to the company; is that correct? 5 A Yes. 6 Q Okay. Do you know, ballpark, what the amount 7 of the shareholder loan was as of, let's say, 8 June of this year prior to you taking out these 9 large sums of money to repay it? 10 A I don't remember. 11 Q Do you know what it still is? Is there still 12 an amount outstanding? 13 A Yes. 14 Q Do you know how much is still outstanding? 15 A Close to a million dollar. 16 Q Close to a million. 17 Sticking with these bank statements. 18 August 21st, 2026, there was a deposit into the 19 account from the Calgary Sunridge Branch of 20 \$148,520, which brought the balance to slightly 21 more than that, and then there was a cheque 22 issued for 148,500. Can you explain those 23 transactions? 24 A I believe that was requested a day before. 25 Q Requested a day before? 26 A Yeah. 27 Q Who requested it?	86 1 A I requested it. 2 Q You requested the transfer? 3 A Yeah. 4 Q And why? What did this relate to? 5 Well, so, first of all, to back up, what 6 account is that with the Calgary Sunridge 7 Branch? Who owns that account? Where did that 8 transfer come from? 9 A 0178. I don't remember that. 10 Q And do you know what the payment of 148,500 11 relates to? 12 A I don't know. 13 Q Well, I can assist with the last part of that 14 and provide some more bank records. 15 This is an ATB Financial statement dated 16 August 31st, 2026, and it's for the account of 17 Jay's Metal Products Ltd., Black Diamond Metal 18 & Steel, Icon Panel, and it's a summary of a 19 deposit account. I'll pass a copy to you and 20 your counsel and ask that it be marked as an 21 exhibit. 22 T. BATTY: Exhibit D-3. 23 EXHIBIT D-3 - ATB Financial statement 24 dated August 31, 2026, for the 25 account of Jay's Metal Products Ltd., 26 Black Diamond Metal & Steel, Icon 27 Panel; summary of a deposit account
87 1 Q T. BATTY: And so the relevant 2 entry -- or the part of it that I'd like to 3 direct your attention to is the last page -- or 4 the second-last page, I suppose, 'cause the 5 last one is blank. It's page 9 of 9, and it's 6 a -- it's a copy of the cheques that were 7 written on that account, and there's a cheque 8 for \$148,500 to Jagjit Bajwa. Do you see that? 9 A Yes. 10 Q So that's a further payment to yourself of 11 \$148,500 from this account, and that occurred 12 the day after the receiver was appointed and 13 the receiver was to take possession of all of 14 the assets of the company, yet you paid 15 yourself \$148,000 of company assets. Can you 16 confirm that? 17 A Yes, I do. But that was written the day 18 before. 19 Q The cheque was written the day before -- 20 A Yes. 21 Q -- the date of the receivership order? 22 A Yes. 23 Q When did you know that the receivership order 24 was granted? 25 A End of 20th. 26 Q Pardon? 27 A End of 20th.	88 1 Q Did you take any steps to then halt the 2 transfer? 3 A No. 4 Q Did you remit those funds to the receiver when 5 you had them paid to yourself knowing that they 6 were property -- at the time the receivership 7 order was granted that they were -- it was 8 property of the companies? 9 A I don't know. 10 Q Well, did you take -- did you pay it to the 11 receiver or not? You must -- 12 A No, I didn't. 13 Q -- know that. No, you didn't. 14 What account was that deposited into? 15 A Jagjit Bajwa. This last cheque? 16 Q Yes. 17 A To personal. 18 Q To a personal account at what institution? 19 A ATB. 20 Q ATB as well. 21 What is the account number for that 22 account? 23 A I don't have it right now. 24 Q I would like you to undertake to provide that 25 account. 26 A We can provide. 27 Q Is that also the account that these other funds

89 1 were deposited into that we've been discussing 2 that were transferred on the -- leading up to 3 the receivership? 4 A Yes. 5 H. SELEMANKHEL: We'll take that 6 undertaking. 7 T. BATTY: Thank you. 8 UNDERTAKING 5 - To provide Jagjit 9 Bajwa's personal account at ATB 10 Financial 11 Q T. BATTY: Back to the -- you can 12 set aside that exhibit that I just provided and 13 go back to the Exhibit D-1. 14 Actually, before I move on, what happened 15 with those funds, the 148,500? Are you saying 16 that was also payment of your shareholder loan? 17 A I don't remember. 18 Q What was -- 19 A Oh, the transfer. Yes. 20 Q Yes. 21 A Yeah. 22 Q And what did you do with those funds? 23 A I paid back my loan. 24 Q Your loan to -- 25 A Friends and sisters and relatives. Whoever I 26 borrowed from. 27 Q Okay. Sorry. I need to go to some other bank	90 1 records now, so ignore that exhibit also, 2 Exhibit D-1. 3 I have some other bank statements from an 4 account that is in the name of Jay's Metal 5 Steel Framing. It's dated July 31st, 2026. 6 I'll hand a copy to you and your counsel. If 7 you turn to the second page of that -- oh, 8 sorry. 9 T. BATTY: I'll have it identified 10 as an exhibit. I think we're on to D-4 now, if 11 that's correct? 12 THE COURT REPORTER: Yes. 13 EXHIBIT D-4 - Bank statements from an 14 account in the name of Jay's Metal 15 Steel Framing dated July 31, 2026 16 Q T. BATTY: And you'll note on the 17 second page of that document now marked as 18 Exhibit D-4 that there's a July 28th entry for 19 a cheque in the amount of \$50,000. Do you see 20 that? 21 A Yes. 22 Q And do you know what that relates to? 23 A No idea. 24 Q And then on the last page, you'll see a copy of 25 the cheque, and that is a cheque made out to 26 Gurwinder Singh Bhinder? 27 A Yes.
91 1 Q Who is Mr. Bhinder or Ms. Bhinder? 2 A That's a friend. I borrowed 50,000 from him in 3 March. 4 Q Of 2026? 5 A Yeah. So if you find more statement, you'll 6 see exactly -- exact amount coming from him. 7 Q Did you have a loan agreement with Mr. Bhinder? 8 A No. Verbal. 9 Q And I assume he didn't have any security 10 interests that you know of in any assets? 11 A No. 12 Q And why did you choose to make the payment at 13 that time? 14 A He gave me for two month. I promised him I'm 15 going to pay him back in two months. 16 Q So that is your signature on the cheque to pay 17 him? 18 A Yes. This one, I believe, is -- no, that's not 19 mine. That's -- I believe it's Raj's. 20 Q Oh, Raj has signing authority for the banks as 21 well? 22 A On this one, yes. 23 Q On Framing? 24 A Yeah. 25 Q Because he's a director for -- 26 A Yeah. 27 Q Okay. The other transfers we talked about for	92 1 the Steel Products, that would have all been 2 initiated by you, though -- 3 A Yes. 4 Q -- correct? 5 A Yeah. 6 Q Yes. 7 Before I move on, I just want to talk about 8 Exhibit D-1 again. There is reference on this 9 statement to Jay's Metal Products Ltd. We know 10 who that is. But these other entities, Black 11 Diamond Metal & Steel and Icon Panel, why are 12 those names on this account attached to this 13 account? 14 A Those were trade names under the company. 15 Q Trade names that Jay's Metal used or -- 16 A Yeah. 17 Q -- uses? 18 A Yeah. 19 Q Does it still use those names, or is that -- 20 A No. It was a while ago. I don't know why they 21 put it in. 22 Q Okay. 23 A That was, I think, early 2016. 24 Q So if I was looking at this statement, this 25 D-1, I'm looking for any transfers made to 26 Jay's Holding. Do you know what account number 27 Jay's Holding operated from?

93 1 A I don't remember. 2 Q Did it have an -- does it have an ATB account? 3 A Yes. 4 Q And so that would be one of the ones ending in 5 "80"? 6 A Yeah. 7 Q Do you know if Jay's Holding is the 5880 8 entity? 9 A I don't remember. 10 Q Do you recall whether Jay's Products was making 11 payments to Jay's Holdings during this time 12 period of -- 13 A It could be. 14 Q Could be. 15 Do you know? 16 A Not a hundred percent sure, but I just got to 17 see account, and then we can match. 18 Q Okay. Can you undertake to provide -- and 19 there's a number of accounts in here. Can you 20 undertake to provide account numbers for all of 21 the related entities, so that's all four 22 corporate defendants as well as Jay's Holding? 23 H. SELEMANKHEL: To the best efforts, yes. 24 A Yeah. 25 UNDERTAKING 6 - To provide account 26 numbers for all four corporate 27 defendants as well as Jay's Holding	94 1 (Best Efforts) 2 Q T. BATTY: Now, you mentioned that 3 Jay's Holdings didn't have any business 4 operations in the sense that they didn't 5 manufacture anything and that they -- their 6 sole business, as I understand it, was it had 7 entered into some lease agreements for 8 equipment and then was receiving payments from 9 the other four entities or maybe just three of 10 the entities. Were all -- was Jay's Edmonton 11 paying Jay's Holding as well? 12 A No. 13 Q So Structural, Products, and Framing were all 14 paying Jay's Holding? 15 A Yes. 16 Q And they were paying 3 percent of revenues for 17 the privilege of using the leased equipment? 18 A Yes. 19 Q Are there any other -- we've talked about a lot 20 of payments that were made from this account of 21 Jay's Products to you. Are there any other 22 transfers of funds from any of the corporate 23 defendants to you from June 1st to August 21st 24 that we haven't talked about today? 25 A I don't believe so, but this was the -- where 26 the money was coming, and operation was running 27 through here.
95 1 Q And I know we don't have all the bank records 2 yet, but are we going to find other payments 3 from, say, Jay's Framing to you directly or 4 from Jay's Structural to you? 5 A No. 6 Q Did you receive payments from Jay's Holding 7 during that time, or were funds going up to 8 Jay's Holding and then being paid to you? 9 A No. 10 Q And so your evidence is that, other than as set 11 out in this Exhibit D-1, for the time period of 12 June 1st to the date of the receivership order, 13 this statement contains all of the payments 14 made to you? 15 A I believe so. I'm not a hundred percent sure. 16 Q What about to others? Did you -- are you 17 married? 18 A Yes. 19 Q Did any of these companies make any payments to 20 your wife during this time? 21 A No. 22 Q What about other family members? 23 A No. 24 Q What about other companies? You said that, you 25 know, obviously, there have been some payments 26 to Holding. You said earlier there are no 27 other companies, so your evidence is you're --	96 1 you don't have an interest in any other company 2 beyond the four defendants and Holding; 3 correct? 4 A Yes. 5 Q And that includes as a shareholder? 6 A Yeah. 7 Q Okay. As mentioned, the receiver is still in 8 the process of obtaining additional records -- 9 bank records. We've made some inquiries. 10 You've promised to provide assistance with 11 that, so once we get those additional records 12 as -- and this is all detailed in paragraph 14 13 of your affidavit -- then we -- we may have 14 further questions. 15 A Okay. 16 T. BATTY: Okay. Why don't we break 17 for lunch now. 18 (PROCEEDINGS RECOMMENCED AT 12:42 PM) 19 (LUNCHEON ADJOURNMENT AT 1:59 PM) 20 Q T. BATTY: We're back now from 21 lunch. I just wanted to -- it sounds like you 22 have to depart at 3:30? 23 A Yes. 24 Q I don't think I'm going to be able to get 25 through the balance of my examination before 26 3:30, so I'm going to jump ahead to what are 27 the most vital items for the receiver.

97 1 You confirm you know you're still under 2 oath? 3 A Yes. 4 Q I want to talk about the inventory of the 5 companies, and, specifically, at paragraph 9 of 6 your September 28th affidavit, you identify an 7 inventory list that is then attached as 8 Exhibit H. And toward the bottom of 9 paragraph 9(a), you say that: (as read) 10 The inventory records were prepared as 11 of June 30th for Jay's Structural, 12 Jay's Metal, and Jay's Steel Framing. 13 It says: (as read) 14 I did not provide this list to BDO 15 before, but I mentioned several times 16 to BDO that RBC has had this list 17 since July. 18 The receiver in its correspondence with you 19 talked about a physical inventory count that 20 was conducted and that you had mentioned a 21 physical inventory count. Is that what you're 22 referring to as what then became the June 30th 23 inventory count? Is that the last inventory 24 count -- 25 A Last -- 26 Q -- that was done? 27 A Last one we did.	98 1 Q Do you have any backup information for what is 2 attached at Exhibit H, or is that all the 3 information you -- 4 A That's the -- all the information. 5 Q Was there any inventory that was moved or sold 6 outside of the ordinary course of business in 7 August? 8 A No. 9 Q So you didn't move any inventory between the 10 various -- I think there was four locations 11 plus Edmonton -- the 36th Ave, 61st Ave, 12 46th Street, 84th Street, or Edmonton. You 13 didn't move inventory between those locations? 14 A Between the locations? 15 Q Yes. 16 A Between, yes. 17 Q Between, yes? 18 A Yes. 19 Q Okay. In August? 20 A In August, yeah. 21 Q What about to other third parties outside of 22 those locations? 23 A No. 24 Q Do you know a supplier called Cascadia? 25 A Yes. 26 Q And what are they? 27 A They supply coils.
99 1 Q Steel coils? 2 A Yeah. 3 Q Do you recall getting a delivery from Cascadia 4 in the 30 days prior to the receivership for 5 several coils valued at approximately \$600,000 6 that were delivered to the 36th Avenue location 7 and the 46th Street location? 8 A Yes. 9 Q You recall that? 10 A Yeah. 11 Q The receiver has been to those locations and 12 has only been able to identify approximately 13 \$40,000 of Cascadia inventory, and there's some 14 smaller portions at the 46th Street location, 15 and so the receiver believes there's 16 approximately forty-six 4-foot, or 48-inch, 17 coils missing. Do you know anything about 18 that? 19 A So you said they receive -- they seen \$40,000 20 inventory? 21 Q Correct. 22 A How do you come up with the value? 23 Q I don't know. 24 What was the Cascadia inventory used for? 25 A It's per -- everything was per pound, so there 26 is over -- say, over one-half -- 1.5 million 27 pounds sitting there, and each pound sells for	100 1 \$1.70; 80 cents buy -- so you would buy 2 for that much, so there's no way it's 40,000. 3 Q How much do you say is at these locations? 4 A So the coil, I just seen it. Just the bottom 5 row -- so there's the four rows. Just the 6 bottom row, each coil is 10,000 pound, and 7 there's 30 coils just sitting on the bottom. 8 That's 300,000 pound just on the bottom row. 9 And then there's a lot on the shelves -- 10 Calgary, Edmonton -- like, sheets. There is 11 15, 20 -- there's 20 shelves. Each shelf has 12 ten skids, and each skid has anywhere -- 30 to 13 80 sheets, and each skid worth anywhere -- 2 to 14 3,000 pound. So if you calculate that, that -- 15 just alone that is a lot more than that. 16 Q You dispute the receiver's numbers. 17 What was -- what amount of the Cascadia 18 inventory do you believe was used between the 19 time it was delivered to the time of the 20 receivership? 21 A So I can't tell how much I know for sure, but 22 the -- all the coils we receive, we don't use 23 all. We -- the way our business was -- so when 24 we receive a coil, it's approximately 25 10,000 pound. Every time we get the order, we 26 might get a hundred pound, might get 200 pound, 27 a thousand pound, 1,500 pound; so from one coil

101 1 we might get 30 to 40 orders, and we don't know 2 where we going to -- which -- how many each 3 coil or how much order we use for, but we do -- 4 soon as it gets in, we use for the orders. It 5 might be only a hundred pound used. 6 Q Do you recall when this delivery occurred of 7 the Cascadia metal? 8 A Every day there was one coil or two coils. 9 Q So it would come frequently? 10 A Yes. So I would say all Monday to Friday, at 11 least four deliveries. 12 Q My understanding was that leading up to the 13 receivership that companies weren't operating 14 'cause there was a shortage of materials and -- 15 A So whenever we getting supplies -- but we had 16 order against. We were ordering and trying to 17 finish it so we can collect the money. 18 Q And we haven't talked about the accounts 19 receivable yet, but it's -- your evidence is 20 that you were working and using inventory and 21 filling orders leading up to the receivership, 22 but your other evidence is that there's no 23 accounts receivable that's collectable for 24 those orders; is that correct? 25 A So we were only ordering what I needed. 26 Q M-hm. Yes. 27 A Yes.	102 1 Q And did that not lead to accounts receivable? 2 A Sorry? 3 Q If you used what you needed to fill orders -- 4 A Yeah. 5 Q -- did that not, then, lead to accounts 6 receivable? 7 A It does, but there was a lot of customer who 8 weren't paying at the pickup or -- or whenever 9 in a day, two days, or five days after, so if 10 it's -- if it's paid, it is not in a 11 receivable. 12 Q Are you saying that there's finished goods 13 sitting there that -- that would lead to 14 accounts receivable? 15 A There was a lot. I did go over the stuff with 16 them twice. 17 Q And that's Cascadia metals, a lot of it? 18 A Cascadia provide raw material, so from the raw 19 material, we provided a finish that was sitting 20 there, yeah. 21 Q Understood. 22 A Yeah. 23 Q But you would have used the raw material to 24 make the finished goods? 25 A Yes. 26 Q Did you move any of the Cascadia inventory to 27 another location, specifically to a location on
103 1 74th Avenue South East? 2 A 74th Ave South East? 3 Q Yes. 4 A Which ones -- 5 Q A company -- 6 A -- is that? 7 Q -- that operates there called The Metal Group. 8 Did you move any of Cascadia's inventory -- 9 the Cascadia inventory to that location? 10 A No. 11 Q Did you ask anybody else to move it there or 12 direct anybody to move it there, or -- 13 A No. 14 Q -- did you facilitate the movement of it to 15 that location? 16 A No. 17 Q I want to go back to the payments that were 18 made to you from the Jay's Products bank 19 account. You said before that you withdrew 20 those amounts or transferred those amounts to 21 yourself as a repayment of your shareholder 22 loan, and you said that the reason for that was 23 because you were getting pressure from friends, 24 relatives, family members to repay loans that 25 they had given to you. 26 Can you provide the names of those parties 27 and the amounts that were owing to each of	104 1 them? 2 A I don't have that right now. 3 Q You don't know their names? 4 A I don't have right now. 5 Q They loaned you thousands of dollars, and you 6 don't know their names? 7 A It's the short names I know. 8 Q What are their short names? 9 A Manga. 10 Q How do you spell that? 11 A M-A-N-G-A. 12 Q You don't know that person's last name? 13 A No. 14 Q Who else? 15 A There's other friend. There -- one was 16 Gurwinder -- 17 Q Gurwinder? 18 A -- that was -- yeah. 19 So from him I borrowed 50 and returned 50. 20 Q Oh, you're talking about the one that was paid 21 directly to him -- 22 A Yeah. 23 Q -- by -- 24 (SIMULTANEOUS CROSS-TALK) 25 A Yeah. e-Transfer wire from him in March. 26 Q T. BATTY: All right. Gurwinder 27 Singh Bhinder?

105 1 A Yeah. 2 Q Do you know his address? 3 A I -- 4 Q Can you undertake to provide it? 5 A I ask him -- 6 H. SELEMANKHEL: We'll take it under 7 advisement. 8 UNDERTAKING 7 - To provide Gurwinder 9 Singh Bhinder's address 10 (Taken Under Advisement) 11 Q T. BATTY: So, in addition, I 12 would -- I would also like an undertaking to 13 provide the names of the -- the parties that 14 you paid back that you had loans from, so their 15 full names, and then I would like you to 16 confirm or provide -- I'd like you to provide 17 evidence that you did actually pay them with 18 the funds that you took out of the company. 19 A Okay. 20 H. SELEMANKHEL: Under advisement again. 21 T. BATTY: Okay. Thank you. 22 H. SELEMANKHEL: Yeah. 23 UNDERTAKING 8 - To provide the full 24 names of the parties that Jagjit 25 Bajwa had loans from, and to provide 26 evidence that Jagjit Bajwa did 27 actually pay them with the funds that	106 1 Jagjit Bajwa took out of the company 2 (Taken Under Advisement) 3 Q T. BATTY: I'm going to go back to 4 Exhibit P of your affidavit. That's the much 5 referenced August 20th email from Kevin Meyler 6 to yourself on the day of the receivership. 7 If you look at -- under the heading 8 "Assets", the receiver says: (as read) 9 We also confirm that you have 10 disclosed that you have disposed of 11 certain pieces of equipment, but you 12 also confirm that all the proceeds 13 were deposited into the company to be 14 used for operations. You specifically 15 noted that you sold two leased assets 16 for which the leasing company does not 17 yet know of such sale. 18 And then he -- Mr. Meyler asks that you review 19 the list of assets and identify those assets 20 that were disposed of. 21 You then swore this affidavit, and at 22 paragraph 10 of the affidavit -- paragraph 10 23 is referring to the compelling order and that 24 portion of the compelling order that -- that 25 requires you to disclose the disposition of all 26 assets over \$5,000 in the -- the prior 27 12 months. And then you state in the paragraph
107 1 that you've not disposed of anything in the 2 last 12 months, and you've said that this is 3 the case whether it was disposed of for over 4 \$500,000 in -- in consideration or whether it 5 was worth \$5,000. 6 So that does not square with what the 7 receiver said you told the receiver in his 8 August 20th email where you told the receiver 9 that you had disposed of some significant 10 pieces of equipment, that you used the funds to 11 fund operations, and that you did so without 12 telling the leasing company that you -- you 13 were doing that. 14 So, again, this is another clear divergence 15 between what Mr. Meyler's August 20th email was 16 asking -- or was saying happened on that day 17 and -- and was saying were the representations 18 that you made to him on that day, and now over 19 a month later, you're saying that's not the 20 case; there was no disposition of assets. Can 21 you explain that discrepancy. 22 A I walked back with Kevin that day, like, where 23 one of the CNC table was sitting. I told him 24 that I almost sold this to somebody to 25 have my -- to get the money and use for cash 26 flow. So I didn't sell -- I didn't say I sold 27 it. I said I almost sold it. It was a CNC	108 1 machine in the back. When we -- Kevin -- when 2 we walked in the back, there was also -- 3 You asked me the price, and you also asked 4 me the price for the sheets at that time, how 5 much they're worth. I said, Depends who's 6 buying. 7 So that was the equipment. I said I almost 8 sold it and I had a buyer. I almost sold it. 9 Q Again, you're saying that the email that 10 Mr. Meyler sent on August 20th is inaccurate? 11 A I didn't say I sold. I said, I almost sold 12 this machine, and we were doing the value on 13 that -- approximate value. 14 Q Mr. Meyler's email refers to two leased assets. 15 You just talked about one. And then from 16 Mr. Meyler's email, it sounds as though it 17 wasn't your -- your advice that it wasn't 18 limited even just to the two leased assets but 19 that you disposed of certain pieces of 20 equipment and that the proceeds were deposited 21 into the company to be used for operations. 22 Are you saying you didn't tell him that? 23 A No. 24 Q No, you're -- 25 A I didn't tell -- 26 Q You didn't tell him that? 27 A I said about maybe there's a -- you know, maybe

109 1 he didn't understand me right. Maybe -- I 2 don't know what happened there. I told him I 3 almost sold it. 4 Q But, again, Mr. Bajwa -- 5 A Yeah. 6 Q -- he sends you this email on August 20th, and 7 it's not until you file an affidavit after us 8 going to court three times and getting repeated 9 orders for you to comply you then say no assets 10 of any value were sold, and at no time prior to 11 September 28th did you correct Mr. Meyler's 12 statement in his August 20th email that you had 13 sold equipment. Why did you not correct him 14 earlier? 15 A That's my bad I didn't, but I should had. 16 Q So when you swear in your affidavit at 17 paragraph 10 that nothing was disposed of, does 18 that include repossessions by leasing 19 companies? Do you understand what I mean by 20 that? 21 A No. 22 Q So a leasing company that comes and removes 23 equipment because it's in default. 24 A There's one equipment that I moved, and that's 25 already talked. 26 Q Is that the Arundel crane? 27 A Arundel crane.	110 1 Q So you don't include that when we talk about an 2 asset being disposed of? That's not something 3 you consider to be -- 4 A 'Cause -- 5 Q -- part of that? 6 A -- that was a rental. Like, it's a lease. 7 It's not my asset. 8 Q Okay. But that's not what the requirement is. 9 It doesn't say whether it's leased or not. 10 It's property of the -- of the company being 11 disposed of. 12 So are you saying that there were other 13 leased assets that were disposed of but you did 14 not think that that was part of your disclosure 15 requirement? 16 A I did -- 17 Q Were there other leased -- 18 A No. 19 Q -- leased assets disposed of? 20 A No. There's nothing. Only Arundel. 21 And I did send the email, their letter, 22 everything to Kevin. And they send a demand 23 letter or -- not demand -- sorry -- court 24 letter, and I sent a copy to Kevin as well. 25 Q And did you move any of the equipment in the, 26 call it, two months leading up to the 27 receivership? Did any equipment move from one
111 1 location to another? 2 A They always move. 3 Q Did any equipment go to a different location 4 other than the -- the four locations plus 5 Edmonton? 6 A No. 7 Q Did any equipment go to Jay's Holding from the 8 other four named defendant companies? 9 A No. 10 Q Did any -- any equipment go to a company called 11 The Metal Group that we touched on earlier 12 that's operating on 74th Avenue? 13 A I don't know those guys, and nothing. 14 Q You don't know anything about The Metal Group? 15 A No. 16 Q We talked about the Arundel crane, and, 17 actually, given the shortage of time, I don't 18 think we need to address that one. 19 But I do want to address a lease that one 20 of the Jay's Metal group of companies had with 21 Sequoia. Do you know Sequoia? Do you know 22 Sequoia? 23 A I'm trying to remember. 24 Q If you need a full name, it's Sequoia Financing 25 Inc., and if it's assists, I believe the asset 26 that they had leased was a plasma cutter -- 27 plasma cutter table.	112 1 A Yeah. 2 Q Do you recall having a leased plasma cutter 3 table from Sequoia Finance? 4 A Yes. 5 Q Do you know the status of that lease? 6 A No idea. 7 Q Okay. I'm going to show you -- it's an email 8 between Mr. Terence Mathieu and Zach Klassen. 9 Zach Klassen is with the receiver, and 10 Mr. Mathieu is with -- he appears to be counsel 11 for Sequoia Finance. I'll hand it to you and 12 ask the reporter to mark it as an exhibit. 13 T. BATTY: D-5. 14 EXHIBIT D-5 - An email between 15 Terence Mathieu and Zach Klassen 16 Q T. BATTY: This is correspondence 17 between the receiver and counsel for Sequoia, 18 and the gist of the email correspondence is 19 that the receiver asked the -- Sequoia's 20 counsel the status of the lease and counsel 21 confirmed that all amounts were paid off prior 22 to the receivership and that Sequoia Finance 23 had discharged its security interest in the 24 serial numbered asset, which, again, is this 25 plasma cutting table. Do you know where that 26 table is? 27 A It should be on, probably, 61st.

113 1 Q 61st -- 2 A Yeah. 3 Q -- Avenue? 4 When is the last time you saw that piece of 5 equipment? 6 A That was a couple months ago. 7 Q Do you know how the payments were made to 8 Sequoia and why this was happening -- the 9 discharge was registered on August 21st, which 10 is one day after the receivership order. Did 11 you have anything to do with that? 12 A No. We -- when it was paid off, we normally 13 request a discharge. 14 Q Yes. 15 A Yeah. So it could have requested earlier. 16 Q Okay. And just for reference, I believe it's a 17 2024 Machitech Silver Cut plasma table. 18 A Yeah. 19 Q The serial number is 78780? 20 A M-hm. 21 Q That's -- you recognize that equipment? 22 A Yeah. If I see it, I recognize, yeah. 23 Q Yeah. And you say that should be located at 24 the 61st Avenue location? 25 A Yes. 26 Q Earlier in this examination, you mentioned that 27 you have a wife. Does -- did your wife work at	114 1 all for the Jay's Metal group of companies? 2 A On-off, but she was in, I would say, in '24 -- 3 2024. 4 Q She finished in 2024 working for the companies? 5 A Yes. 6 Q What type of work did she do for the companies? 7 A The same. Drafting. 8 Q Drafting? 9 A Yeah. 10 Q Like your niece? 11 A Yeah. Or sometime call AR. 12 Q So she would also do some accounts receivable 13 collection? 14 A Yeah. 15 Q Did she do other bookkeeping services for the 16 companies? 17 A No. 18 Q We had talked about these different locations 19 of the businesses, and I'd like to just clarify 20 that because there's been some -- I think early 21 in the receivership, there were some surprise 22 locations that were disclosed. 23 And so as the receiver currently 24 understands it, the Jay's Metal group of 25 companies operated from 1324-36th Avenue North 26 East, 4315-61st Avenue South East, 27 6039-46th Street South East, 60 --
115 1 6771-84th Street South East, 5050 -- or -- 2 sorry. Not that one. Are those all of the 3 locations? 4 A There should be one more. 5 Q Is there an Edmonton one? 6 A Yes. 7 Q Is that the one -- is that the other one? 8 A Yeah. 9 Q All those other locations are Calgary? 10 A Yes. 11 Q What about Jay's Holding? Does it have a 12 business address? 13 A No. 14 Q Are there any other locations that Jay's Metal 15 group has been operating out of? 16 A No. 17 Q Why were the 46th Street and 84th Street 18 locations not disclosed originally to the 19 receiver? 20 A I thought they have it. So first week of when 21 the receiver took over, I just sat home. My -- 22 my mind wasn't working. I was just drinking, 23 really upset. I -- I didn't even, you know, do 24 much or -- or think or look into what they have 25 or they don't. 26 Q So are you -- you're aware that initially the 27 receiver had no idea that Jay's was operating	116 1 out of 46th Street or 84th Street? 2 A So I'm the one came in and told them then when 3 I realize -- 4 Q No. I think it was in -- I think I understand 5 that they found out from a supplier that they 6 had delivered items to this other undisclosed 7 location. 8 A No. I was there to walk them through the 9 inventory. I told Jerri -- is it Jerri in 10 the north -- yeah. I told her that, and then 11 that's when she told me she already know about 12 it. She found -- no. She said she found out 13 this morning. 14 Q Right. 15 A So I told her, but she found out before I told 16 her. 17 Q Correct. From a supplier, not from -- 18 A I don't know. She didn't tell me who she found 19 out from. 20 Q Yes. 21 Who had keys and alarm codes and access 22 credentials for each of these locations? 23 A Me and Raj. 24 Q You and Raj? 25 A Yeah. 26 Q Nobody else? 27 A No one else.

117 1 Q Is there any other location where company 2 property was stored after the receivership 3 order? 4 A No. 5 Q Certain landlords have contacted the receiver 6 and expressed concern about certain security 7 cameras being altered to shield filming. Are 8 you aware of anything to do with that? 9 A There's not cameras in our shop. 10 Q What about outside -- 11 A Outside. 12 Q -- the premises? 13 A Yes. Yes. 14 Q And did you have anything to do with the 15 shielding of those cameras? 16 A Not shielding. We turned them up -- 17 Q For -- 18 A -- when they put it up. 19 I told them it's my -- in my property when 20 they put it up, and then we turned them. 21 Q When was that done? 22 A That was in June. 23 Q At what location? 24 A 36 Ave. 25 Q Was there any particular reason why you did 26 that? 27 A It was in my property, and I told them it's --	118 1 on our property is privacy, so I don't want 2 your cameras. He said, Turn them up. Whenever 3 you guys are out, we can turn them back instead 4 of taking off. 5 Q You're saying the landlord consented to this? 6 A Yes. 7 Q Was that in writing? 8 A No. 9 Q And who was the landlord for that location? 10 A Jim. JP, I believe. 11 Q Sorry. JP? 12 A JP Singh, I think. 13 Q JP Singh? 14 A Singh. 15 Q JP Singh? 16 A Yes. 17 Q That's the individual, not the landlord, 18 per se, but that's the representative who gave 19 you the consent? 20 A Yeah. He's the one I met. I never met the 21 owner. 22 Q Are you currently working? 23 A No. 24 Q In the time since the receivership, have you 25 had any contact with customers of the Jay's 26 Metal group? 27 A No. Tons call me, but never talk to anybody.
119 1 Q So you've not responded to their calls? 2 A No. 3 Q Have you told any customers of the Jay's Metal 4 group of companies that they don't need to pay 5 invoices to the receiver? 6 A No. 7 Q Have you offered any of these customers 8 discounts on work that was provided by the 9 Jay's Metal group? 10 A No. 11 Q Have you had any contact with suppliers of the 12 Jay's Metal group since the receivership? 13 A Had any what? 14 Q Contact with suppliers. 15 A Suppliers, no. 16 Q Now, I have alluded a couple of times to a 17 company called The Metal Group, and you, I 18 think, said you know nothing about it; is that 19 correct? 20 A Yes. 21 Q Do you know an individual named Kaur Singh 22 Brar? And Kaur is spelled K-A-U-R. 23 A No. 24 Q You don't know that individual? 25 A No. 26 Q Have you ever been at the address of 27 5151-74th Avenue South East in Calgary?	120 1 A 5151? 2 Q Yes. 5151. 3 A No. 4 Q Let me show you another document. It's a 5 printout of a website located at the 6 metalgroup.ca. I'll give you a minute to 7 review that. 8 You've had time to review that? 9 A Yes. 10 Q Does that change your answer? Do you know 11 anything about this company? 12 A No. 13 Q Does the website look familiar? 14 A No. 15 Q Did you give anybody at The Metal Group 16 permission to use Jay's descriptions or 17 photographs or product information? 18 A No. 19 Q Do you know of any former employees of the 20 Jay's Metal group that went to work for The 21 Metal Group? 22 A No idea. 23 Q Do you know of any former customers that have 24 gone to use The Metal Group for services? 25 A No, I don't. 26 Q Was any of Jay's inventory, equipment, tooling, 27 vehicles, computers, any assets at all ever

121 1 transferred to The Metal Group? 2 A No. 3 T. BATTY: I guess I should have 4 that website marked as an exhibit. I think 5 we're on to D-6. 6 THE COURT REPORTER: Thank you. 7 EXHIBIT D-6 - The Metal Group Ltd. 8 website 9 Q T. BATTY: Are you receiving any 10 type of benefit, income, anything like that 11 from Jay -- from The Metal Group? 12 A No. 13 Q I'm going to show you another document. It's a 14 corporate registry search from the Alberta 15 Corporate Registry. It is dated 16 September 18th, 2026, and it's a search for The 17 Metal Group Ltd. I'll hand that to you and 18 your counsel and have that marked as an 19 exhibit. 20 T. BATTY: D-7. 21 EXHIBIT D-7 - A corporate registry 22 search from the Alberta Corporate 23 Registry dated September 18, 2026, 24 for The Metal Group Ltd. 25 Q T. BATTY: You see that, sir? 26 A Yes. 27 Q And you see that under -- on the first page	122 1 under "Name History", it was previously named 2 "Vanraj Enterprise Inc.", and the name was then 3 changed to "Jay's Group Ltd."? 4 A Where is the name? 5 H. SELEMANKHEL: Here. 6 A Oh, here. Okay. 7 Q T. BATTY: Do you know why The Metal 8 Group used to be called "Jay's Group Ltd."? 9 A No idea. 10 Q Did you have any involvement with that 11 company -- 12 A I -- 13 Q -- when it was Jay's Group Ltd.? 14 A No, I don't. 15 H. SELEMANKHEL: Counsel, "Jay" name is 16 very common within the community. 17 A Yeah. When you do search, there's a hundred 18 shows up. 19 Q T. BATTY: The receiver has 20 information that you're working on two new 21 projects -- at least two new projects. Do you 22 know anything about a project at the Sage Hill 23 commercial strip mall? 24 A No. 25 Q Do you know anything about a project at Saddle 26 Ridge Crossing? 27 A No.
123 1 Q What about Balzac Plaza? 2 A No. 3 Q You're not working at any of those locations? 4 A No. 5 Q Okay. 6 T. BATTY: I'd just like a brief 7 break to confer with my client. We've got, it 8 looks like, about 50 minutes left, so -- 9 yeah -- maybe just a five-minute break. 10 (ADJOURNMENT) 11 Q T. BATTY: Just before our break, we 12 were talking about The Metal Group -- 13 A Yeah. 14 Q -- and you had -- your evidence is you know 15 nothing about it and never had any dealings 16 with it; correct? 17 A Yes. 18 Q I'm going to show you on the screen the website 19 for The Metal Group, and this is the -- 20 themetalgroup.ca/contact, and when you scroll 21 to the bottom, it provides information -- you 22 know, email information, telephone 23 information -- and when you hover over the 24 address, this 5151-74th Avenue South East -- 25 A M-hm. 26 Q -- do you see the bottom left-hand corner that 27 shows up, a phone number?	124 1 A Yeah. 2 Q And so that phone number is 403-276-6062. Do 3 you know that phone number? 4 A That's the -- Jay's Metal phone number. 5 Q Right. 6 A Yeah. 7 Q Do you have any explanation as to why there's a 8 hyperlink on The Metal Group's website to the 9 Jay's Metal phone number when, according to 10 your evidence, you've had nothing to do with 11 The Metal Group and there's no connection 12 between you or the Jay's group of companies and 13 The Metal Group? 14 A I don't know who made it and why they put that 15 there. 16 Q No? No idea? 17 A No idea. 18 Q No idea. That's crazy. That's just so 19 bizarre. 20 I believe this phone number is in your 21 affidavit as well; right? I mean, you -- 22 you've confirmed that it's -- 23 A Yes. 24 Q Yes. 25 Just for the record, it's paragraph 6(e) of 26 the affidavit of Mr. Bajwa from September 28th 27 that contains the same 403-276-6062 number that

125 1 is hyperlinked on The Metal Group's website. 2 Okay. You have to leave at 3:30? 3 A Yes. 4 Q Okay. I think I'll just finish up on my 5 questions about the employees, and then we can 6 likely adjourn for the day. 7 Did any of the Jay's Metal entities other 8 than Jay's Metal Products have employees? 9 A Yeah. Everybody under Jay's Metal Product. 10 Q So all employees were officially employees of 11 Jay's Metal Products, and that was the only CRA 12 employee account that -- that Jay's Metal group 13 had? 14 A I had the other one before. 15 Q You had a different CRA account? 16 A Yes. 17 Q And what company was that associated with? 18 A Under all of them. 19 Q So you had one for each company? 20 A Yes. 21 Q Okay. But because you didn't have employees 22 for any companies other than Products, those 23 were not used? 24 A Yes. 25 Q I think I saw on some of the financial 26 statements for the Jay's Metal group that you 27 attributed employee income to each of the	126 1 companies; is that correct? 2 A What do you mean? Sorry. 3 Q Well, on the balance sheet -- 4 A Yeah. 5 Q -- or the income statements, you would have 6 employee expenses for each of the companies; is 7 that right? 8 A Yes. 9 Q Yes. 10 And how did you allocate that? 11 A So depends how many hours they putted in, and 12 then I add a expense into the other company 13 too. 14 Q Okay. So you treated them as employees as 15 opposed to using Jay's Metal Products employees 16 and having some type of a contract with Jay's 17 Metal Product to use those employees. You 18 chose to just allocate the payroll expense 19 between the companies? 20 A Yes. 21 Q You said that your wife was an employee up 'til 22 2024. Was she an employee or a contractor? 23 A Employee. 24 Q Employee? 25 A Employee, yeah. 26 Q And what's your wife's name? 27 A Gurpreet. Preet Bajwa.
127 1 Q Sorry. Say it again. 2 A Preet Bajwa. 3 Q Preet -- 4 A Yeah. 5 Q -- Bajwa? 6 A Yeah. 7 Q Did you have any other relatives beyond your 8 niece and your wife who were employed by the 9 company? 10 A No. 11 Q Did you have any other relatives, related 12 parties that were contractors that did work for 13 Jay's Metal group? 14 A No. 15 Q I think at paragraph 12(e) of your 16 September 28th affidavit, that I'll go to on 17 the screen, it says: (as read) 18 With respect to employment contracts, 19 the business did not enter into 20 written employment contracts with its 21 employees but operated on a handshake 22 or a trust system since [you] started 23 the business in 2013. 24 Is that the case? You didn't have any 25 employment agreements? 26 A Yeah. 27 Q I'm going to provide you with another document.	128 1 This is a document. It's got Jay's Metal 2 letterhead -- 3 A Yeah. 4 Q -- with the 1324-36th Ave North East, Calgary 5 address, Bay 160, and it appears to be an 6 employee intake form and an employment 7 agreement dated June 10th, 2024, for a Nicole 8 Grimard, G-R-I-M-A-R-D. Have you seen this 9 document before? 10 A In between we were doing the document, so my -- 11 few might have these ones. 12 Q Okay. So your statement -- 13 A Anybody -- yes. 14 Q Your statement in your sworn affidavit at 15 paragraph 12(e) that the business does not 16 enter into written employment contracts and 17 that's been the case since 2013, that's 18 incorrect? 19 A In 2013. 20 Q Since 2013? 21 A Yeah. So this one I don't remember, so maybe 22 some of them have it, but majority don't. 23 Q What efforts did you make before you signed an 24 affidavit and swore to the truth of its 25 contents to make sure that there were no 26 employment agreements? 27 A Just based on what I remember.

129 1 Q You didn't take any steps to look at documents 2 or -- 3 A I didn't have this document at all. 4 Q Do you recognize the handwriting on this 5 document, either the handwriting that's in the 6 upper right-hand corner of the first page or 7 filling out the form? 8 A No. 9 Q On the second page, it appears to be signed by 10 a manager by the name of Laureen Fernandez. Do 11 you know her? 12 A No, I don't. 13 Q You don't know her? 14 A I think she left in 2024. 15 T. BATTY: All right. I'll have to 16 have that marked as an exhibit as well, please. 17 I think we're at D-7? 18 THE COURT REPORTER: D-8. 19 T. BATTY: D-8. 20 EXHIBIT D-8 - An employee intake form 21 and an employment agreement dated 22 June 10, 2024, for Nicole Grimard 23 Q T. BATTY: Going back to 24 subparagraph 12(e) of your affidavit, it 25 attaches as Exhibit L the termination letter 26 that you've provided to the receiver. 27 Apparently, it's not attached as Exhibit L.	130 1 H. SELEMANKHEL: No? 2 (DISCUSSION OFF THE RECORD) 3 Q T. BATTY: Okay. It doesn't appear 4 that the letter -- the termination letter 5 itself was attached as Exhibit L to your 6 affidavit, but I've pulled up a copy for you to 7 review. You'll see that it's dated 8 August 17th, 2026, and I believe your advice to 9 the receiver was that it was emailed to the 10 terminated employees on that date; is that 11 correct? 12 A On the 17th? 13 Q Yeah. 14 A Probably. 15 THE COURT REPORTER: Sorry. Can you repeat 16 that. 17 A Probably. I'm not a hundred percent. 18 Q T. BATTY: I noticed that the 19 employment -- records of employment that you 20 had provided to the receiver has their 21 employment terminating on August 16th. Is 22 there any reason why those were made out to the 23 16th when notice of termination was sent on the 24 17th? 25 A Could be error from us. 26 Q Sorry? Say it again. 27 A Could be error from us. Mistake.
131 1 Q And is that a mistake in filling out the record 2 of employment or a mistake in dating the 3 termination letter? 4 A Dating the termination letter. 5 Q And so is it your belief that you sent the 6 termination letter out on the 16th but it was 7 mistakenly dated the 17th? 8 A I don't remember when I sent it. 9 Q I note from the -- from the ATB statements that 10 are at the first exhibit, D-1, if you turn to 11 those -- it's the bottom of the pile there -- 12 there's an August 19th, 2026, withdrawal from 13 Payworks for \$105,000. 14 A Yes, see it. 15 Q So do you know what -- that's, obviously, your 16 payroll provider; correct? 17 A Yes. 18 Q And do you know what that amount paid up to? 19 Was it up to the 16th or the 17th? 20 A I'm not sure. 21 Q Or was it up to the 19th? 22 A It can't be 19th. 23 Q It can't be? 24 A No. 25 Q Did any employees continue working beyond -- 26 whether it's August 16th or 17th, did any work 27 on the 18th? 19th?	132 1 A I think there was some that did work. I don't 2 know who, but there could be a few that worked 3 18, 19th. 4 Q Did they get paid for that work with the 5 Payworks withdrawal on the 19th? 6 A I believe so. 7 Q What were they doing during that time period? 8 A There was still small orders remaining they 9 were finishing up. 10 Q What made you decide to send the termination 11 letter and terminate everybody's employment 12 on -- whether it was the 16th or the 17th of 13 August? 14 A Not everybody. Whoever I sent it got 15 terminated. 16 Q Okay. What happened with the -- so did any of 17 those parties that you sent the termination 18 letter to continue working on the 18th and 19 19th? 20 A No. 21 Q And what happened with the employees that 22 weren't terminated by virtue of this letter and 23 continued to work? Were they ever terminated? 24 A I believe I sent a -- another email. 25 Q From your Jay's Metal account? 26 A Yes. 27 Q Did it contain a formal notice like the

133 1 August 17th, 2026, letter? 2 A Yeah. We just email like this. 3 Q Just a casual email? 4 A Yeah. 5 Q Do you have a list of the parties that you sent 6 the notice of termination to on August 17th or 7 potentially August 16th and a list of the 8 employees who continued working? 9 A No, I don't. 10 Q Do you have access to that information? 11 A It's in the email. 12 Q In the locked email account? 13 A Yes. 14 Q Do you recall how you chose who to keep on to 15 continue working versus who you decided to 16 terminate immediately? 17 A Yes. Wherever there was a work, I let them 18 stay and finish the work; and wherever we were 19 slow, we let go. 20 Q So those employees who were busy and had work 21 could stay, and the others you let go? 22 A Yes. 23 Q And do you recall who those people were without 24 looking at your locked email account? 25 A No. 26 Q Did -- the employees that kept working, did 27 they do any work in relation to moving	134 1 equipment or inventory or other assets out of 2 the Jay's Metal premises? 3 A No. 4 Q Okay. With the time we have left, I'm going to 5 address some transactions that involved Essex, 6 which is a company we talked about earlier, and 7 for that I'm going to refer to the affidavit of 8 Marlene Starenky and, specifically, Exhibit 40 9 of her affidavit. 10 Exhibit 40 of that affidavit includes a 11 number of documents between Essex Lease 12 Financial Corporation and Jay's -- well, 13 yourself as a representative of Jay's Holding 14 Corp. 15 Can you explain to me what your 16 understanding was of this transaction. It 17 appears to have occurred July 27th, so less 18 than a month before the receivership order was 19 granted. 20 A So I was trying to pay out the leases with RBC 21 with Essex and a loan with the Sallyport. 22 Q Okay. So this was in connection -- according 23 to your evidence, you were trying to monetize 24 the existing equipment to pay out RBC and 25 replace them with a combination of Sallyport 26 and Essex? 27 A That's right.
135 1 Q And did you understand that the equipment 2 that's listed in these documents -- and 3 there's -- there's a number of serial-numbered 4 goods attached as schedules to this, so there 5 you have, for example, on -- it's page 408 of 6 the PDF of the affidavit -- a list of assets. 7 You knew that that equipment would be sold 8 from Jay's Products or Jay's Framing to Essex 9 and then leased back to Jay's Holding -- 10 A Yes. 11 Q -- is that right? 12 A Yeah. 13 Q And, in fact, it was, I think, the Products 14 agreement -- the Jay's Products agreement. 15 There was 21 machines and forklifts to sell to 16 Essex for 1.1 million. Did that transaction 17 ever close? 18 A 1.1 million to Essex? 19 Q Yes. 20 Well, Essex would pay 1.1 million for the 21 equipment. 22 A Yeah. For the RBC equipments; right? 23 Q To Products. 24 A No, it didn't close. 25 Q It did not close. Right. 26 But you understood that -- and this is the 27 Framing agreement I'm on now, but the Products	136 1 agreement would have seen Products receive 2 1.1 million for the sale of its equipment to 3 Essex? 4 A Yes. 5 Q And, similarly, with the -- the Framing 6 agreement, Framing was to sell 12, it looks 7 like, roll forming and punch press machines to 8 Essex for about \$447,000. Is that your 9 recollection? 10 A Yes. 11 Q And did that deal ever close? 12 A No. 13 Q I'm going to take you to the bill of sale. So 14 you -- you can see that you signed these 15 agreements; correct? 16 A Yes. 17 Q And there's a bill of sale -- there it is -- 18 bill of sale between Jay's Metal Products Ltd. 19 and Essex Lease Financial Corporation. It's 20 page 430 of the Starenky affidavit, and you'll 21 see at Number 2 it says: (as read) 22 The seller has good and marketable 23 title to the equipment free and clear 24 of all liens, claims, taxes, charges, 25 and encumbrances of any nature or kind 26 whatsoever. 27 And you signed that, and this -- this is your

137 1 representation that there's no liens or -- or 2 charges. Did you advise Essex about RBC? 3 A Yes. They got all the leases -- copy of leases 4 from -- that I had from RBC. I sent it to 5 Essex. They aware that RBC have the -- the 6 lease agreement on these equipments. 7 Q Did you talk to RBC about this transaction 8 before you entered into it? 9 A Through David Mann. 10 Q Through David Mann? 11 A Yes. 12 Q And David Mann specifically told them about 13 this transaction with Essex? 14 A I believe so. That's what he was telling us. 15 So David Mann got a copy before him signing 16 and after the signing, so -- so he reviewed it 17 and told me to sign, and he's going to -- he 18 want to send a signed copy to RBC. 19 Q And can you explain to me why Jay's Holding was 20 going to have title to this equipment. 21 A 'Cause we were changing -- planning to change 22 the structure of the company where Jay's 23 Holding will hold all the other companies. 24 Q Right. Your explanation was Jay's Holding 25 would have all of the companies under it -- 26 A Yeah. 27 Q -- and that Jay's Holding would have --	138 1 A All -- 2 Q -- the lease agreements -- 3 A All the assets under that as well. 4 Q -- and all of the assets and that the four 5 Jay's Metal group companies would then pay a 6 3 percent fee to holdings to use the equipment; 7 is that right? 8 A No. That was -- that wasn't through Essex. 9 Yes. But -- yeah. Overall, the plan was that 10 all the asset, everything under Holding, and 11 Holding will -- will have -- will be the -- a 12 shareholder for the other companies. 13 Q Right. But Holding would have the ownership of 14 the equipment -- 15 A Yes. 16 Q -- and would have the lease agreements with 17 Essex or whatever other leasing company? 18 A That's right. 19 Q And so Holding would be responsible for paying 20 the leasing company, but then Holding would get 21 funding from the Jay's Metal group of companies 22 through the 3 percent -- 23 A Correct. 24 Q -- fee; correct? 25 A Yes. 26 Q So I'm just going to take you through this 27 document again -- this Essex document at
139 1 Exhibit 40, and I note that there was an 2 automatic payment agreement, this PAD agreement 3 here. Do you see that? 4 A Yes. 5 Q Which is a preauthorized debit agreement? 6 A Yes. 7 Q And it says that the lease payments are to be 8 made by Jay's Metal Products from their ATB 9 account, and so that doesn't really make sense 10 because now, according to you -- 11 A Yes. 12 Q -- Jay's Metal Products is not only paying the 13 lease payments for these pieces of equipment, 14 but they're also then paying a 3 percent fee to 15 Holding? 16 A So nothing was -- like, not everything was 17 implemented yet, so we were in the process. So 18 at that time we gave them this, we were going 19 to change to Holding account. 20 Q Why couldn't that be done right now -- right 21 when you were signing this agreement? Why did 22 it -- why was it signed to be paid by Jay's 23 Metal Products but the ownership and the lease 24 arrangement was to be with Jay's Holding? 25 A They put that account in. They had all the 26 account numbers. 27 Q Who is "they"?	140 1 A Essex. 2 And I didn't want to go back and forth and 3 then delay the deal, so we were getting a lot 4 of pressure from RBC. We wanted to get it done 5 and then deal with the payment afterward. 6 Q And then I -- I note that as well as the 7 automatic payments -- I just have to find it 8 here, but I believe that the Jay's Metal group 9 companies, like Jay's Products and Jay's 10 Framing, were also the guarantors; signed 11 guarantees to Essex? 12 A Cross guarantees from all the companies. 13 Q Right. So they were responsible for paying the 14 lease payments, and they also guaranteed the 15 leases; is that right? 16 A Yes. 17 Q Okay. I think that -- I'll just take another 18 brief pause, and then we'll come back, and I 19 think I can probably wrap up so you can get 20 your daughter from school. 21 A Okay. 22 Q But we'll just have to leave some of my other 23 questions, and we can reconvene when we get the 24 bank records and any other records. But maybe 25 we can just confer to see if there's anything 26 more that we need today. 27 H. SELEMANKHEL: Okay.

141 1 T. BATTY: So, yeah, maybe just a 2 quick five-minute break. 3 (ADJOURNMENT) 4 Q T. BATTY: Earlier in this 5 examination, you mentioned a party by the name 6 of Simran? 7 A Yeah. 8 Q And I think you had mentioned that that was one 9 of the people that had loaned you money for the 10 company; is that right? 11 A Yes. 12 Q What's Simran's full name? 13 A Simran. 14 Q Simran? 15 A Yeah. 16 Q And what's that person's last name? 17 A Barr, B-R-R [sic]. 18 Q B-R-A-R? 19 A B-A -- B-A-R-R. 20 Q B-A-R-R? 21 A Yeah. 22 Q Not B-R-A-R? 23 A No. 24 Q And is her -- is it a her or a him? 25 A Guy. 26 Q What's his full first name? 27 A Simran.	142 1 Q It's not Simranjeet? 2 A No. 3 Q There's -- and I haven't addressed the 4 financials yet, and we don't have time to do 5 that in full today, but there's a couple of 6 questions I have. 7 The financials identify an international 8 office expense. Do you know what that relates 9 to? Do you have an international office, or is 10 that payments that are made to the website 11 provider? 12 A That's the payment to -- yes. Either to 13 website or to the drafter -- 14 Q To the drafter? 15 A -- that would be -- yeah. Both could be in -- 16 put it under overseas. 17 Q Okay. So work that is being performed by 18 parties outside of Canada? 19 A Yes. 20 Q And there's also a head office expense that's 21 referenced in the financial statements, and we 22 talked at length about the Jay's Holding 23 payments and the idea that they would -- Jay's 24 Holding would receive 3 percent of the 25 revenues? 26 A Yes. 27 Q That's the head office expense?
143 1 A That is right. 2 Q And it's somewhat curious because I think the 3 financials show that there's actually money 4 owing back from Holding to one of the 5 entities -- it might be Products. Do you know 6 how it would come to be that there would be 7 money owing from Holding to the companies? 8 Because I didn't hear anything that would 9 create a liability from the companies to 10 Holding. I only heard that there's a 3 percent 11 charge from Holdings to the company. Is there 12 a reason why Holding would owe the Jay's group 13 money? 14 A Which one? Which company owes? I think it was 15 to Product, I believe. 16 Q Well -- 17 A So -- 18 Q -- it might be. 19 A So money got into -- from Structural to -- I 20 believe Structural to Holding, Holding to 21 Product, so -- so one of the company owes 22 Holding, and Holding owes Product for their 23 transaction. 24 Q And how does that come about? Like, why 25 would -- why would a company be -- or why would 26 money be flowing through Holding like that? 27 A We just put it in, and then through their -- to	144 1 the other company. There is owing between the 2 companies. 3 Q Okay. So I still need to understand why 4 would -- why would one of the Jay's Metal group 5 companies advance more funds to Holding than 6 was required as the 3 percent payment? Because 7 that's what would have to happen to create this 8 balance owing from Holding, so whether it's 9 Framing or Structure or whoever it is, one of 10 those companies advanced more money to Holding 11 than it owed to Holding, so why would it do 12 that? Why would there be an intercompany loan 13 created in that direction? 14 A I was transferring between company to company, 15 so it's one company owes it to Holding, and one 16 of the other company that Holding owes to, so 17 it's -- one is active where the other one -- 18 you know, other way around. 19 Q Yeah. I understand that it means that more 20 money was flowed in one direction than in the 21 other direction. 22 A M-hm. 23 Q I just -- I'm wondering why Holding would need 24 that money if it doesn't have business 25 operations at all. Why would more money go to 26 Holding? 27 A It didn't go to Holding. Still -- the other

145 1 company still owes that 3 percent to the 2 Holding, but then it -- just one company put in 3 money to Holding, and then it went to here, so 4 where -- now this company owes Holding, and 5 now -- so from one to another -- to Holding and 6 Holding to another one. 7 Q So you're saying one of the entities was paying 8 the 3 percent for one of the other entities and 9 that was booked as a -- is that -- is that what 10 happened? I'm not following the rationale that 11 you gave for -- 12 A I need a number in front of me before I say -- 13 Q Okay. 14 A -- anything. 15 And it's already 3:30. I got to go. She 16 will be waiting outside. 17 Q Okay. Well, we can follow up on that when we 18 reconvene. You have to go, so I'll adjourn my 19 examination, reserving rights to continue it 20 once we receive additional bank records and 21 to -- to also reconvene to ask the questions I 22 wasn't able to get to today. 23 Yeah. Maybe before we officially adjourn, 24 I'll just get one more undertaking from you to 25 explain the -- the intercompany amounts that 26 are owing from Holding to whoever it is. You 27 have those -- you have those same statements?	146 1 You provided them. You -- 2 A The June 30th? 3 Q The June 30th statements. 4 So if you can look through those statements 5 and identify the statements that show an 6 intercompany balance owing from Holding to one 7 of the Jay's Metal group debtor companies -- 8 A Yeah. 9 Q -- and then explain why that arose? That's 10 the -- 11 H. SELEMANKHEL: Yes, we'll take -- 12 Q T. BATTY: -- undertaking. 13 H. SELEMANKHEL: -- that. 14 So for clarity, you just need an 15 explanation with respect to each of the 16 companies and then the transaction between each 17 and the Holding? 18 T. BATTY: Sure. It doesn't even 19 need to be that broad. There is -- I think 20 there's just one company that shows a balance 21 owing from Jay's Holding, and so if we could 22 just have an explanation -- 23 H. SELEMANKHEL: Explanation for one. 24 T. BATTY: Maybe more than -- well, 25 however many companies are showing money owing 26 from Jay's Holding. I just need an explanation 27 as to why.
147 1 H. SELEMANKHEL: Out of the four. Okay. 2 T. BATTY: Yeah. Yeah. So -- 3 H. SELEMANKHEL: Yeah. Sorry, Counsel. 4 To the best of our abilities, I mean, as far as 5 he can remember and understand what -- 6 A Yeah. 7 (SIMULTANEOUS CROSS-TALK) 8 A I'll -- I'll look into it, yes. 9 UNDERTAKING 9 - To review the June 30 10 statements that show an intercompany 11 balance owing from Jay's Holding to 12 one of the Jay's Metal group debtor 13 companies and explain why it arose 14 Q T. BATTY: Oh, and then -- yeah -- 15 sorry -- before we adjourn -- I keep going back 16 to things, but I think I got an undertaking to 17 provide your niece's contact information; is 18 that right? We established her name, and then 19 you gave an undertaking for her contact 20 information? 21 A I believe it was provided. 22 H. SELEMANKHEL: Counsel, yeah, I think we 23 will provide you that in an email. 24 T. BATTY: Yeah. 25 Q T. BATTY: Is there any reason why 26 that can't be provided right now? You don't 27 have her contact information in your phone?	148 1 A That was provided this -- yesterday? The day 2 before? 3 H. SELEMANKHEL: Yeah. We don't want her 4 private information on the record. That's the 5 only reason why. I can give you off the 6 record. 7 T. BATTY: Okay. Yeah. Off the 8 record. 9 (DISCUSSION OFF THE RECORD) 10 Q T. BATTY: Yeah. Sorry. Just one 11 other thing. I didn't have my notes in front 12 of me, but we talked about the Cascadia 13 inventory, and there seems to be a big 14 discrepancy between what the receiver believes 15 is there and what you think is there, so we'd 16 like you to meet with the receiver sometime in 17 the next few days to address two things: One 18 is the Cascadia inventory so that you can show 19 them what you were talking about 'cause it's 20 hard to visualize, and then the other thing 21 they would like assistance with is identifying 22 and locating the plasma cutting table that we 23 talked about that's now been paid off that used 24 to be with Sequoia. 25 A Okay. 26 Q So we'd like you to attend sometime at a 27 mutually convenient time with the receiver to

149 1 show them both of those things. 2 A Yeah. 3 H. SELEMANKHEL: Yeah, we can arrange for 4 that. 5 T. BATTY: Thank you. All right. 6 H. SELEMANKHEL: All right. 7 T. BATTY: I think we are now ready 8 to adjourn. So thank you, Madam Reporter. 9 (WHICH WAS ALL THE EVIDENCE TAKEN AT 3:37 PM) 10 _____ 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27	150 1 CERTIFICATE OF TRANSCRIPT: 2 3 I, J. Norris, certify that the foregoing 4 pages are a complete and accurate transcript of 5 the proceedings taken down by me in shorthand 6 and transcribed from my shorthand notes to the 7 best of my skill and ability. 8 Dated at the City of Calgary, Province of 9 Alberta, this 6th day of October 2026. 10 11  12 _____ 13 J. Norris, CSR(A) 14 Official Court Reporter 15 Commissioner for Oaths Appointee No. 0767022 16 ASRA Membership No. 588 17 18 19 20 21 22 23 24 25 26 27
151 1 EXHIBITS ENTERED IN THE QUESTIONING OF 2 JAGJIT BAJWA 3 OCTOBER 1, 2026 4 5 Description Page 6 7 EXHIBIT D-1 - A deposit account statement 52 8 dated September 3, 2026, for account Business 9 Premium Service Number 00017892680 addressed 10 to Jay's Metal Products Ltd., Black Diamond 11 Metal & Steel, and Icon Panel 12 13 EXHIBIT D-2 - A document showing a wire 65 14 transfer to India that was sent on August 20, 15 the date of the receivership 16 17 EXHIBIT D-3 - ATB Financial statement dated 86 18 August 31, 2026, for the account of Jay's 19 Metal Products Ltd., Black Diamond Metal & 20 Steel, Icon Panel; summary of a deposit 21 account 22 23 EXHIBIT D-4 - Bank statements from an account 90 24 in the name of Jay's Metal Steel Framing dated 25 July 31, 2026 26 27	152 1 EXHIBIT D-5 - An email between Terence Mathieu 112 2 and Zach Klassen 3 4 EXHIBIT D-6 - The Metal Group Ltd. website 121 5 6 EXHIBIT D-7 - A corporate registry search from 121 7 the Alberta Corporate Registry dated 8 September 18, 2026, for The Metal Group Ltd. 9 10 EXHIBIT D-8 - An employee intake form and an 129 11 employment agreement dated June 10, 2024, for 12 Nicole Grimard 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

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1 UNDERTAKINGS GIVEN IN THE QUESTIONING OF 2 JAGJIT BAJWA 3 OCTOBER 1, 2026 5 Undertakings are inserted and indexed as a 6 courtesy service to be utilized at the discretion 7 of counsel. They are interpretations by the 8 court reporter, and it is requested counsel refer 9 to the appropriate page to ensure accuracy. 12 Description Page 13 14 UNDERTAKING 1 - To provide the corporate 17 15 minute books 16 17 UNDERTAKING 2 - To provide all emails on 28 18 Jagjit Bajwa's personal email service that 19 relate to the business and affairs of the 20 corporate defendants (Taken Under Advisement) 21 22 UNDERTAKING 3 - To provide Savneet Dhillon's 37 23 address, telephone number, email address, and 24 any business contact information 25 26 27	1 UNDERTAKING 4 - To provide full details of 77 2 Jagjit Bajwa's shareholder loans to the 3 companies and any payments to or received from 4 the companies (Best Efforts) 5 6 UNDERTAKING 5 - To provide Jagjit Bajwa's 89 7 personal account at ATB Financial 8 9 UNDERTAKING 6 - To provide account numbers for 93 10 all four corporate defendants as well as Jay's 11 Holding (Best Efforts) 12 13 UNDERTAKING 7 - To provide Gurwinder Singh 105 14 Bhinder's address (Taken Under Advisement) 15 16 UNDERTAKING 8 - To provide the full names of 105 17 the parties that Jagjit Bajwa had loans from, 18 and to provide evidence that Jagjit Bajwa did 19 actually pay them with the funds that Jagjit 20 Bajwa took out of the company 21 (Taken Under Advisement) 22 23 UNDERTAKING 9 - To review the June 30 147 24 statements that show an intercompany balance 25 owing from Jay's Holding to one of the Jay's 26 Metal group debtor companies and explain why 27 it arose

Meyler, Kevin

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: October 8, 2026 7:52 PM
To: arpan dhaliwal; Jay Bajwa
Cc: Descheneau, Lorry; Gaspar, Dana; Heela Selemankhel; Lukas Frey; Meyler, Kevin; Raj Sunner
Subject: RE: [EXT] RE: Introduction and facilitation of access to website
Attachments: 24-aug-Receivership-Order-dated-August-20-2026.pdf

Hi Ajay,

I am legal counsel to BDO Canada Limited (the “**Receiver**”) in its capacity as the Court-appointed receiver and manager of Jay’s Metal Products Ltd., Jay’s Metal Structural Ltd., Jay’s Metal Steel Framing Ltd. and Jay’s Metal Edmonton Ltd. (together, “**Jay’s Metal**”).

I am writing further to the correspondence below in which you advised Jay Bajwa that you have outstanding invoices that must be paid before you will share information or provide access to the website/app that Management has advised contains books and records of the Jay’s Metal companies.

I attach the Receivership Order granted by the Alberta Court of King’s Bench on August 20, 2026 (the “**Receivership Order**”) for your review.

Your obligation to provide the Receiver with access to the companies’ books and records is addressed expressly by the Receivership Order.

In particular, paragraph 5 requires all persons having notice of the Receivership Order who possess or control books, records or information relating to the business or affairs of the Debtors, including computer programs and electronic data, to advise the Receiver of those records and provide the Receiver with access to and copies of them.

More specifically, paragraph 6 applies where the records are contained on a computer or other electronic information-storage system, including a system maintained by an independent service provider. It requires all persons in possession or control of those records to provide the Receiver with unfettered access so that it can recover and copy the information and to provide all assistance required by the Receiver to obtain that access, including the necessary access codes, account names and account numbers. Paragraph 6 also prohibits the alteration, erasure or destruction of the records without the Receiver’s prior written consent.

Paragraph 11 further prohibits any person, without the Receiver’s written consent or leave of the Court, from suspending, discontinuing, failing to honour, interfering with, terminating or ceasing to perform any right, contract, agreement or licence held by or in favour of the Debtors. Paragraph 12 specifically applies to providers of computer software, communications and data services and restrains them from discontinuing, altering, interfering with, suspending or terminating those services. The Receivership Order addresses separately the payment of the usual charges for post-receivership services.

Accordingly, any amounts that may have been owing to you or your company before the Receiver's appointment do not entitle you to withhold the Debtors' books and records or access to those records from the Receiver. The Receiver is not asking you to provide new services without compensation. It is requiring access to the Debtors' existing books, records and data in accordance with the Receivership Order.

Please therefore contact Kevin Meyler, Dana Gaspar and/or Lorry Descheneau of BDO immediately to arrange for the Receiver to obtain complete access to and a copy or export of all Jay's Metal information contained within the website/app and any related database, server, cloud-storage environment, backups or other electronic system within your possession or control.

In the alternative, and without prejudice to the Receiver's position that access is required immediately under the Receivership Order, if you maintain that payment is required before you will provide access, please provide me immediately with:

- a) a complete copy of every contract, agreement, statement of work or other arrangement between you or your company and any of the Jay's Metal entities;
- b) a list of the services that you or your company provide to Jay's Metal (if not described in the contract or invoices);
- c) the full legal name, registered address and contact particulars of the entity through which you provided the services;
- d) copies of all invoices issued to any Jay's Metal entity from the commencement of your engagement to the present;
- e) a complete statement of account showing:
 - i. every invoice issued;
 - ii. every payment received;
 - iii. every credit or adjustment;
 - iv. the amount presently outstanding on each invoice; and
 - v. the total amount you say remains owing;
- f) all written correspondence (and details of any verbal correspondence) between you, or any other representative of your company, and Mr. Bajwa in respect of the account status and the arrears;
- g) particulars of any amount you say has accrued for services supplied after August 20, 2026, separately from any pre-receivership balance;
- h) the identity and location of every server, database, hosting provider, cloud environment, backup or other system on which Jay's Metal data is presently stored;
- i) identification of every person or entity presently possessing administrator access to that data; and
- j) confirmation that all Jay's Metal data has been preserved in its existing form and that nothing has been deleted, modified, overwritten, transferred, encrypted, disabled or otherwise impaired since August 20, 2026.

For clarity, providing the requested contractual and invoicing information does not suspend your obligation to preserve the data or the Receiver's position that it is entitled to immediate access under paragraphs 5 and 6 of the Receivership Order.

Please provide the requested access, or alternatively the information and records identified above, by October 12, 2026.

If you continue to withhold access because of pre-receivership arrears, the Receiver expressly reserves the right to return to the Court for directions and appropriate relief. I would prefer to avoid the need for that step and trust that, having reviewed the Receivership Order, you will cooperate promptly.

Regards,



Trevor Batty | Partner
T 403-260-8537 | F 403-264-7084 | TBatty@fieldlaw.com
400 - 444 7 AVE SW, Calgary AB T2P 0X8

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From: arpan dhaliwal <arpandhaliwal33@gmail.com>

Sent: Tuesday, October 6, 2026 11:52 PM

To: Jay Bajwa <jaybajwa@live.ca>

Cc: Descheneau, Lorry <lidescheneau@bdo.ca>; Gaspar, Dana <dgaspar@bdo.ca>; Heela Selemankhel <h.selemankhel@svrlawyers.com>; Lukas Frey <l.frey@svrlawyers.com>; Meyler, Kevin <kmeyler@bdo.ca>; Raj Sunner <raj@jaysmetal.com>; Trevor Batty <TBatty@fieldlaw.com>

Subject: Re: [EXT] RE: Introduction and facilitation of access to website

You don't often get email from arpandhaliwal33@gmail.com. [Learn why this is important](#)

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 Jay,

As discussed earlier, I have pending invoices that need to be cleared before I share any information with you. Kindly let me know the date that these invoices will be cleared. If you need the invoices I can provide it to you again.

Regards,

Ajay Dhaliwal

9780802657

Info@apdatabase.in

On Wed, 7 Oct 2026 at 1:20 AM, Jay Bajwa <jaybajwa@live.ca> wrote:

Hi Ajay,

As noted in the previous emails, BDO has been appointed by the Court as Receiver of Jay's Metal. Please contact Kevin or Lorry as soon as possible, as they urgently require access to the website/app.

This matter is time-sensitive, and both Kevin and Lorry are copied on this email thread. Please coordinate directly with them at your earliest opportunity.

Jay Bajwa

President
587-287-1203



From: Meyler, Kevin <kmeyler@bdo.ca>
Sent: October 5, 2026 9:51 PM
To: Jay Bajwa <jaybajwa@live.ca>
Cc: Raj Sunner <raj@jaysmetal.com>; Heela Selemankhel <h.selemankhel@svrlawyers.com>; Lukas Frey <l.frey@svrlawyers.com>; Trevor Batty <tbatty@fieldlaw.com>; Descheneau, Lorry <ldescheneau@bdo.ca>; Gaspar, Dana <dgaspar@bdo.ca>
Subject: FW: [EXT] RE: Introduction and facilitation of access to website

Jay,

As it has been over a week and we have not heard from Ajay, we would ask that you please contact him and reiterate the request that he contact us on an urgent basis.

Please also confirm whether you have spoken with him subsequent to the court date and/or the below email.

Thank you in advance and look forward to hopefully hearing from Ajay as soon as possible and your confirmation that you have reached out.

Regards,

BDO Canada Limited

Solely in its capacity as Receiver of Jay's Metal Products Ltd. et. al.

and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

BDO Canada Limited

Direct: 403 536-8526

kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620

Calgary, AB T2P 0P7

Canada

Tel: 403 777-9999

Fax: 403 640-0591

www.bdo.ca

 Before you print think about the environment/Avant d'imprimer, pensez à l'environnement

From: Lukas Frey

Sent: September 25, 2026 12:04 PM

To: Jay Bajwa <jaybajwa@live.ca>; Meyler, Kevin <kmeyler@bdo.ca>; arpandhaliwal@gmail.com

Cc: Klassen, Zach <zklassen@bdo.ca>; Raj Sunner <raj@jaysmetal.com>; Descheneau, Lorry <ldescheneau@bdo.ca>;

Trevor Batty <tbatty@fieldlaw.com>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: [EXT] RE: Introduction and facilitation of access to website

Ajay,

By way of introduction, Kevin is working for the Court-appointed Receiver, BDO. Trevor is BDO's lawyer. I am Jay's and Raj's lawyer.

Ajay, the receiver needs access to the website/app **as soon as possible**. Can you please make yourself available either by telephone or via a Teams call to discuss how the Receiver (BDO) can get access to the system?

Given the time-zone differences, mornings or evenings appear to be the best times to try to connect.

We would appreciate if you could facilitate a Teams call or call with Kevin or his team as soon as possible.

Thank you,

Lukas

LUKAS FREY
Partner

Scott Venturo Rudakoff LLP

Ph: 403.231.8248

l.frey@svrlawyers.com



From: Jay Bajwa <jaybajwa@live.ca>

Sent: Friday, September 25, 2026 11:54 AM

To: Meyler, Kevin <kmeyler@bdo.ca>; arpandhaliwal@gmail.com

Cc: Klassen, Zach <zklassen@bdo.ca>; Raj Sunner <raj@jaysmetal.com>; Descheneau, Lorry <ldescheneau@bdo.ca>;

Trevor Batty <tbatty@fieldlaw.com>; Lukas Frey <L.Frey@svrlawyers.com>

Subject: Re: Introduction and facilitation of access to website

Hi Kevin,

Ajay is cc'd in this email thread

@Ajay Kevin and Lorry are rep of BDO Canada, please assist them in regards to website/app

Jay Bajwa

President

587-287-1203



From: Meyler, Kevin <kmeyler@bdo.ca>

Sent: September 25, 2026 11:27 AM

To: Jay Bajwa <jaybajwa@live.ca>

Cc: Klassen, Zach <zklassen@bdo.ca>; Raj Sunner <raj@jaysmetal.com>; Descheneau, Lorry <ldescheneau@bdo.ca>;

Trevor Batty <tbatty@fieldlaw.com>; Lukas Frey <l.frey@svrlawyers.com>

Subject: Introduction and facilitation of access to website

Good morning Jay,

Following court yesterday, we had discussed that you would provide an introduction to Mr. Ajay Dhaliwal and facilitate our access to the website that you have advised contains a significant amount of information pertaining to the business of the Companies. We have not yet received any correspondence and would ask that you provide such assistance as soon as possible.

It appears that given the time zone differential, Mr. Dhaliwal may have attempted to contact Lorry late in the evening at her work phone number for which understandably she was unable to answer, therefore in the circumstances would ask that you to coordinate an email introduction so that we can arrange a mutually agreeable time to speak in the Calgary evening.

We also understand that you have advised that the Companies owe this party a significant sum (estimated at \$90,000) for a period of time. We note that under the Canadian Receivership Order, this amount would constitute an unsecured claim, and the party would not be able to withhold the provision of the books and records as a result of the amount owing. Paragraph 12 of the Receivership Order also provides that they would be obligated to provide continuation of services (but for which the Receiver would need to agree to fund any continued post-receivership services typically at the pre-receivership contracted rates, therefore we'll need to see a copy of the contract).

Lastly, can you please advise how you came into contact with this counter party and confirm whether they are a related party meaning someone connected to you by a blood relationship, marriage, common law partnership or adoption.

We look forward to your email introduction and assistance as soon as possible.

Best regards,

BDO Canada Limited

Solely in its capacity as Receiver of Jay's Metal Products Ltd.

and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

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Government of Alberta

■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search:2026/09/18

Time of Search:12:00 PM

Search provided by:BDO DUNWOODY LIMITED, EDMONTON

Service Request Number:48124963

Customer Reference Number:

Corporate Access Number:2021445719

Business Number:733384119

Legal Entity Name:THE METAL GROUP LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
VANRAJ ENTERPRISE INC.	2025/11/25
JAY'S GROUP LTD.	2026/09/08

Legal Entity Status:Active

Alberta Corporation Type:Named Alberta Corporation

Registration Date:2018/09/20 YYYY/MM/DD

Date of Last Status Change:2025/11/25 YYYY/MM/DD

Revival/Restoration Date: 2024/04/25 YYYY/MM/DD

Registered Office:

Street:398 REDSTONE AVE NE

City:CALGARY

Province:ALBERTA

Postal Code:T3N1N1

Records Address:

Street:398 REDSTONE AVE NE

City:CALGARY

Province:ALBERTA

Postal Code:T3N1N1

Email Address: STEELGROUPS@HOTMAIL.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BRAR	KAUR	SINGH		8238 SADDLERIDGE DR NE	CALGARY	ALBERTA	T3J4K7	STEELGROUPS@HOTMAIL.COM

Directors:

Last Name: BRAR
First Name: KAUR
Middle Name: SINGH
Street/Box Number: 8238 SADLLERIDGE DR NE
City: CALGARY
Province: ALBERTA
Postal Code: T3J4C7

Voting Shareholders:

Last Name: BRAR
First Name: KAUR
Middle Name: SINGH
Street: 8238 SADDLERIDGE DR NE
City: CALGARY
Province: ALBERTA
Postal Code: T3J4C7
Percent Of Voting Shares: 100

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments**

Share Structure: THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF CLASS "A" SHARES.

Share Transfers Restrictions: NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF A MAJORITY OF THE BOARD OF DIRECTORS.

Min Number Of Directors: 1

Max Number Of Directors: 10

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
THE METAL GROUP	TN28436434

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/11/25

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/09/20	Incorporate Alberta Corporation
2020/02/23	Update BN
2024/03/02	Status Changed to Struck for Failure to File Annual Returns
2024/04/25	Initiate Revival of Alberta Corporation
2024/04/25	Complete Revival of Alberta Corporation
2025/11/02	Status Changed to Start for Failure to File Annual Returns
2025/11/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2025/11/25	Change Director / Shareholder
2025/11/25	Change Agent for Service
2026/09/08	Name Change Alberta Corporation
2026/09/08	Change Address

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



📍 Calgary, AB T2N [Use precise location](#) ⋮

 jaysgroup ltd.com
<https://jaysgroup ltd.com/about> ⋮

About Our Company - Jays Group Ltd

1324 36 Ave NE Calgary, AB T2E 8S1 · Call Us. 403-669-0909. Email Us. info@jaysgroup ltd.com ... **5151 74 Ave SE, Calgary, AB T2C 3C9.** © 2026 • Jays Metal Group Ltd. [Read more](#)

Dis...

Call Us for Any Questions



403-669-0909

Get In Touch

info@themetalgroup.ca

403-809-1426

5151 74 Ave SE, Calgary, AB T2C 3C9

Count on us for durable materials, quick turnaround, and hands-on help from a team that knows the industry inside and out.

Call Us for Any Questions



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Count on us for durable materials, quick turnaround, and hands-on help from a team that knows the industry inside and out.

el(403) 276-6062



Phone number on The Metal Group webpage hyperlink is the same as the Companies primary phone number.

Jays Metal Products Ltd
Black Diamond Metal & Steel, Icon Panel
160-1324 36 Ave NE
Calgary, AB, CA
T2E 8S1

Your ATB Financial Branch

08709 Calgary Westwinds Branch
3660 Westwinds Dr NE
Calgary, AB
T3J 5H3

If you have any questions, contact us at
1 800 332-8383 or visit us at
www.atb.com

A summary of Deposit Account

BUSINESS PREMIUM SERVICE #00017892680

00017892680 CAD**Transit # 08709-219****Account Nickname**
New Products

Your balance forward on Jun 9, 2026		\$0.00
Debits to your account (310 items)	-	\$4,170,558.79
Credits to your account (272 items)	+	\$4,171,911.90
Your closing balance on Sep 3, 2026	=	\$1,353.11

Details of your account transactions

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Jun 09, 2026	Balance Forward			\$0.00
Jun 11, 2026	Transfer Transfer From *****0178	0.00	30,954.44	30,954.44
Jun 11, 2026	EFT Sent 000994941291	2,081.48	0.00	28,872.96
Jun 11, 2026	EFT Sent 000994944081	1,470.91	0.00	27,402.05

Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 05,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	10,000.00	0.00	108,527.59
Aug 05,2026	POS Purchase PETRO-CANADA 77959 588654	200.00	0.00	108,327.59
Aug 05,2026	ATB - Mobile Deposit	0.00	8,764.35	117,091.94
Aug 05,2026	Direct Debit Insurance INTACT INS. CO.	1,763.58	0.00	115,328.36
Aug 06,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	17,683.65	133,012.01
Aug 06,2026	ATB - Mobile Deposit	0.00	3,809.79	136,821.80
Aug 06,2026	ATB - Mobile Deposit	0.00	1,565.24	138,387.04
Aug 06,2026	ATB - Mobile Deposit	0.00	58.61	138,445.65
Aug 06,2026	Transfer Transfer To *****8180	40.02	0.00	138,405.63
Aug 06,2026	Transfer Transfer To *****4578	82.06	0.00	138,323.57
Aug 06,2026	Transfer Transfer To *****5880	2,000.00	0.00	136,323.57
Aug 06,2026	Interac e-Transfer Received - Autodeposit VIBRANT GLASS LTD.	0.00	106.24	136,429.81
Aug 06,2026	Transfer 820 Calgary Sunridge Branch Transfer From *****0178	0.00	28,000.00	164,429.81
Aug 06,2026	Bill Payment PAYWORKS INC	109,698.03	0.00	54,731.78
Aug 06,2026	Transfer Transfer To *****1780	11,000.00	0.00	43,731.78
Aug 07,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	24,322.92	68,054.70
Aug 07,2026	Transfer Transfer From *****6478	0.00	28,368.50	96,423.20
Aug 07,2026	ATB - Mobile Deposit	0.00	1,936.62	98,359.82
Aug 07,2026	Interac e-Transfer Received - Autodeposit BEARS VALLEY ROOFING LTD.	0.00	7,254.97	105,614.79
Aug 07,2026	Transfer Transfer To *****5880	30,000.00	0.00	75,614.79

Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 07, 2026	Transfer Transfer From *****5880	0.00	8,927.63	84,542.42
Aug 07, 2026	Interac e-Transfer Received - Autodeposit DIWAN CONSTRUCTION INC.	0.00	1,520.59	86,063.01
Aug 07, 2026	Interac e-Transfer Received - Autodeposit RANDALL BAUMAN	0.00	898.68	86,961.69
Aug 07, 2026	Transfer Transfer To *****5880	47,000.00	0.00	39,961.69
Aug 07, 2026	Interac e-Transfer Sent Rapid Transfers Ltd	236.25	0.00	39,725.44
Aug 07, 2026	Interac e-Transfer Sent-Autodep Igor	28.32	0.00	39,697.12
Aug 07, 2026	Interac e-Transfer Sent Nicole Grimwood	192.15	0.00	39,504.97
Aug 07, 2026	Cheque 000000001025	1,732.50	0.00	37,772.47
Aug 08, 2026	ATB - Mobile Deposit	0.00	4,719.75	42,492.22
Aug 09, 2026	ATB - Mobile Deposit	0.00	731.85	43,224.07
Aug 09, 2026	ATB - Mobile Deposit	0.00	604.10	43,828.17
Aug 09, 2026	ATB - Mobile Deposit	0.00	58.38	43,886.55
Aug 10, 2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	36,537.96	80,424.51
Aug 10, 2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	24,150.29	104,574.80
Aug 10, 2026	POS Purchase SHELL C81175 077445	100.00	0.00	104,474.80
Aug 10, 2026	Interac e-Transfer Received - Autodeposit VISUAL CONSTRUCTION INC.	0.00	822.15	105,296.95
Aug 10, 2026	Interac e-Transfer Received - Autodeposit G-MAN CONSTRUCTIONS INC.	0.00	377.13	105,674.08
Aug 10, 2026	Interac e-Transfer Received - Autodeposit GUR KIRPA PARGING LTD.	0.00	2,055.38	107,729.46
Aug 10, 2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	2,500.00	0.00	105,229.46
Aug 10, 2026	Interac e-Transfer Received - Autodeposit TOSIK DEVELOPMENT CORPORATION	0.00	64.83	105,294.29
Aug 10, 2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	3,000.00	0.00	102,294.29

Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 10,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	10,000.00	0.00	92,294.29
Aug 10,2026	Interac e-Transfer Received - Autodeposit 1645494 Alberta Ltd. DBA AKRoN ROOFING	0.00	1,208.64	93,502.93
Aug 10,2026	Interac e-Transfer Received - Autodeposit GALAXY SIDING LTD.	0.00	282.98	93,785.91
Aug 10,2026	Interac e-Transfer Sent-Autodep Sameday Site Services Inc.	1,470.00	0.00	92,315.91
Aug 10,2026	Interac e-Transfer Received - Autodeposit IVP CONSTRUCTION INC.	0.00	24.68	92,340.59
Aug 10,2026	Interac e-Transfer Sent Canadaway Trucking New account	3,000.00	0.00	89,340.59
Aug 10,2026	Direct Debit Bill Payment Direct Energy	68.77	0.00	89,271.82
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	64,271.82
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	39,271.82
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	14,271.82
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	10,000.00	0.00	4,271.82
Aug 11,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	39,975.98	44,247.80
Aug 11,2026	Transfer Transfer To *****5880	4,000.00	0.00	40,247.80
Aug 11,2026	Transfer 820 Calgary Sunridge Branch Transfer From *****0178	0.00	45,000.00	85,247.80
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	60,247.80
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	35,247.80
Aug 11,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	10,247.80
Aug 11,2026	ATB - Mobile Deposit	0.00	38,618.40	48,866.20
Aug 11,2026	ATB - Mobile Deposit	0.00	139.37	49,005.57
Aug 11,2026	Direct Debit Misc. Payments TLL	12,839.03	0.00	36,166.54
Aug 12,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	24,956.10	61,122.64

Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 12,2026	Interac e-Transfer Received - Autodeposit HARVEY CLEMENT	0.00	1,373.38	62,496.02
Aug 12,2026	Interac e-Transfer Sent Virginia Velasco	1,417.49	0.00	61,078.53
Aug 12,2026	Interac e-Transfer Sent-Autodep Igor	26.64	0.00	61,051.89
Aug 12,2026	Interac e-Transfer Sent-Autodep Jonathan Renales	183.06	0.00	60,868.83
Aug 12,2026	Interac e-Transfer Received - Autodeposit Idyllic Lighting	0.00	1,524.20	62,393.03
Aug 12,2026	Interac e-Transfer Received - Autodeposit CITY CONSTRUCTION WORKS LTD.	0.00	1,478.25	63,871.28
Aug 12,2026	Transfer Transfer To *****5880	6,000.00	0.00	57,871.28
Aug 12,2026	Interac e-Transfer Received - Autodeposit Roni	0.00	1,743.00	59,614.28
Aug 12,2026	Direct Debit Equipment Rent/Leases Essex Lease	23,483.78	0.00	36,130.50
Aug 13,2026	Interac e-Transfer Sent Canadaway Trucking New account	2,000.00	0.00	34,130.50
Aug 13,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	34,361.47	68,491.97
Aug 13,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	43,491.97
Aug 13,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	3,000.00	0.00	40,491.97
Aug 13,2026	Interac e-Transfer Received - Autodeposit HIGH SIERRA HOLDINGS LTD.	0.00	176.40	40,668.37
Aug 13,2026	Transfer Transfer To *****5880	4,000.00	0.00	36,668.37
Aug 13,2026	Interac e-Transfer Received - Autodeposit ULTIMATE ROOFING AND EXTERIORS LTD.	0.00	105.70	36,774.07
Aug 13,2026	Interac e-Transfer Received - Autodeposit CITY EXTERIOR LTD.	0.00	556.55	37,330.62
Aug 13,2026	Interac e-Transfer Received - Autodeposit cassius	0.00	169.05	37,499.67
Aug 13,2026	POS Purchase SHELL C81175 625400	150.00	0.00	37,349.67
Aug 13,2026	ATB - Mobile Deposit	0.00	5,195.93	42,545.60
Aug 14,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	3,943.92	46,489.52

Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 18,2026	Interac e-Transfer Received - Autodeposit CITY CONSTRUCTION WORKS LTD.	0.00	1,879.50	124,541.54
Aug 18,2026	Interac e-Transfer Received - Autodeposit ALBERTA ROOFING & RENOVATIONS LTD.	0.00	347.55	124,889.09
Aug 18,2026	Transfer Transfer From *****1780	0.00	3,900.00	128,789.09
Aug 18,2026	POS Purchase EDO JAPAN 140 - FOO THI 602638	75.78	0.00	128,713.31
Aug 18,2026	Interac e-Transfer Received - Autodeposit WINSTAR CONSTRUCTION INC.	0.00	3,000.00	131,713.31
Aug 19,2026	ATB - Mobile Deposit	0.00	4,197.94	135,911.25
Aug 19,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	2,824.81	138,736.06
Aug 19,2026	Interac e-Transfer Received - Autodeposit WINSTAR CONSTRUCTION INC.	0.00	2,000.00	140,736.06
Aug 19,2026	ATB - Mobile Deposit	0.00	55.13	140,791.19
Aug 19,2026	Interac e-Transfer Received - Autodeposit ALBERTA ROOFING & RENOVATIONS LTD.	0.00	429.67	141,220.86
Aug 19,2026	Interac e-Transfer Received - Autodeposit RITZ EXTERIORS INC	0.00	138.60	141,359.46
Aug 19,2026	Bill Payment PAYWORKS INC	105,128.11	0.00	36,231.35
Aug 19,2026	Transfer Transfer To *****1780	9,150.00	0.00	27,081.35
Aug 19,2026	Transfer Transfer From *****5880	0.00	221,050.00	248,131.35
Aug 19,2026	Transfer Transfer From *****4180	0.00	375.00	248,506.35
# 1 Aug 19,2026	EFT Sent 001038737268	100,000.00	0.00	148,506.35
Aug 19,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	123,506.35
Aug 19,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	98,506.35
Aug 19,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	73,506.35
Aug 19,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	48,506.35
# 1 Aug 19,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	25,000.00	0.00	23,506.35

Payment Order# 001038737268

Amount:\$100,000.00

Date:08/19/2026

Bank Key:000406089

Account Number:**813**

Account Holder:TD Jay Bajwa

Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 19,2026	Interac e-Transfer Sent-RT Acctdep Jay Bajwa	23,300.00	0.00	206.35
Aug 19,2026	Direct Debit Utility Bill Payment EPCOR	1,647.90	0.00	-1,441.55
Aug 20,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	1,723.57	282.02
Aug 20,2026	Interac e-Transfer Sent-Autodep Marcos Manuel	30.43	0.00	251.59
Aug 20,2026	Transfer 820 Calgary Sunridge Branch Transfer From *****0178	0.00	23,476.88	23,728.47
Aug 20,2026	Transfer Transfer To *****6478	45.00	0.00	23,683.47
Aug 20,2026	Transfer Transfer From *****5880	0.00	8.94	23,692.41
Aug 20,2026	Transfer 820 Calgary Sunridge Branch Transfer To *****6478	135.42	0.00	23,556.99
Aug 20,2026	Outgoing Wire	11,500.00	0.00	12,056.99
Aug 20,2026	Fee Wire Transfer	50.00	0.00	12,006.99
Aug 20,2026	Internal Debit ORP DR	120.15	0.00	11,886.84
Aug 20,2026	Outgoing Wire	7,112.11	0.00	4,774.73
Aug 20,2026	Fee Wire Transfer	30.00	0.00	4,744.73
Aug 20,2026	Interac e-Transfer Sent-RT Acctdep Rajinder Singh	4,740.00	0.00	4.73
Aug 21,2026	Direct Deposit Misc. Payments MON DEP11332434	0.00	34.55	39.28
Aug 21,2026	Transfer 820 Calgary Sunridge Branch Transfer From *****0178	0.00	148,520.02	148,559.30
Aug 21,2026	Interac e-Transfer Received - Autodeposit MAST CONSTRUCTION INC. - RANCH ROCKS	0.00	2,000.00	150,559.30
Aug 21,2026	Cheque 000000001026	148,500.00	0.00	2,059.30
Aug 24,2026	Direct Debit Insurance INTACT INS. CO.	5,205.53	0.00	-3,146.23
Aug 24,2026	Direct Debit Misc. Payments TLL	2,665.00	0.00	-5,811.23
Aug 26,2026	EFT Return	0.00	5,205.53	-605.70

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Details of your account transactions (continued)

Posting Date	Description	Debits to your account (\$) CAD	Credits to your account (\$) CAD	Balance (\$)
Aug 26, 2026	Fee NSF Reverse	45.00	0.00	-650.70
Aug 26, 2026	EFT Return	0.00	2,665.00	2,014.30
Aug 26, 2026	Fee NSF Reverse	45.00	0.00	1,969.30
Aug 31, 2026	Direct Debit Automobile Rent/Leases Cam Clark Lease	260.96	0.00	1,708.34
Aug 31, 2026	Overdraft Interest	39.23	0.00	1,669.11
Aug 31, 2026	Monthly Maintenance Fees	100.00	0.00	1,569.11
Aug 31, 2026	Fee Service	36.00	0.00	1,533.11
Sep 01, 2026	Direct Debit Equipment Rent/Leases Essex Lease	7,228.01	0.00	-5,694.90
Sep 01, 2026	Direct Debit Commercial Rent/Lease BODKINL50031397	11,809.75	0.00	-17,504.65
Sep 01, 2026	Direct Debit Misc. Payments Able Industrial	14,380.94	0.00	-31,885.59
Sep 01, 2026	Direct Debit Misc. Payments MON FEE11332434	7,528.15	0.00	-39,413.74
Sep 03, 2026	EFT Return	0.00	7,228.01	-32,185.73
Sep 03, 2026	Fee NSF Reverse	45.00	0.00	-32,230.73
Sep 03, 2026	EFT Return	0.00	11,809.75	-20,420.98
Sep 03, 2026	Fee NSF Reverse	45.00	0.00	-20,465.98
Sep 03, 2026	EFT Return	0.00	14,380.94	-6,085.04
Sep 03, 2026	Fee NSF Reverse	45.00	0.00	-6,130.04
Sep 03, 2026	EFT Return	0.00	7,528.15	1,398.11
Sep 03, 2026	Fee NSF Reverse	45.00	0.00	1,353.11
Sep 03, 2026	Closing Balance			\$1,353.11