

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

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

MOTION RECORD OF THE RECEIVER

(Returnable March 11, 2025)

VOLUME 1 OF 4

February 28, 2025

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

Dylan Chochla (LSO: 62137I)
dchochla@fasken.com
Tel: +1 416 868 3425

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

Lawyers for the Receiver, BDO Canada Limited

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

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

INDEX

Tab	Document
	VOLUME 1
1.	Notice of Motion dated, February 28, 2025
2.	First Report of the Receiver dated, February 28, 2025 Schedule "A"
A.	Appendix "A" – Receivership Order of Justice Black dated December 4, 2024
B.	Appendix "B" – Amended and Restated Receivership Order of Justice Black dated January 16, 2025
C.	Appendix "C" – Corporate Profile Reports of 8438048 Canada Inc.
D.	Appendix "D" – Corporate Profile Report of GFS International Inc.
E.	Appendix "E" – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated December 4, 2024
F.	Appendix "F" – Letter from Dhanbir Jaswal to Fasken Martineau DuMoulin LLP dated December 6, 2024
G.	Appendix "G" – Corporate Profile Report of B.J.S. Transport Ltd.
H.	Appendix "H" – Photos of vehicles at 6950 Kenderry Gate, Mississauga, Ontario

I.	Appendix “I” – Email from TRB Bailiff to BDO Canada Limited dated December 23, 2024
J.	Appendix “J” – Corporate Profile Report of 14713737 Canada Inc.
K.	Appendix “K” – Title Searches for 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario
L.	Appendix “L” – Photos of 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario
M.	Appendix “M” – Vehicle ownership for Vehicle Identification Number #5V8VC5320RT40712
N.	Appendix “N” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated December 17, 2024
O.	Appendix “O” – Excel spreadsheet with comments from 8438048 Canada Inc.
P.	Appendix “P” – Email from David Powrie to BDO Canada Limited dated December 17, 2024 with enclosure
Q.	Appendix “Q” – Email from BVD Equipment Finance Inc. to BDO Canada Limited dated December 18, 2024 with enclosure
R.	Appendix “R” – Email from Mitsubishi HC Capital Canada to BDO Canada Limited dated January 8, 2025
S.	Appendix “S” – Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 8, 2025 with enclosure
T.	Appendix “T” – Email from Breadner Trailers to BDO Canada Limited dated January 8, 2025
U.	Appendix “U” – Email from Vault Credit Corporation to BDO Canada Limited dated January 7, 2025
V.	Appendix “V” – Email from Ariel Dorfman to BDO Canada Limited dated January 8, 2025 with enclosure
W.	Appendix “W” – Email from Bennington Financial to BDO Canada Limited dated January 8, 2025
X.	Appendix “X” – Notice of Examination dated January 7, 2025
Y.	Appendix “Y” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated January 9, 2025
VOLUME 2	
Z.	Appendix “Z” – Endorsement of Justice Black dated January 16, 2025
AA.	Appendix “AA” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated January 20, 2025
BB.	Appendix “BB” – Transcript of the examination under oath of Narinder Shoker held on January 24, 2025
VOLUME 3	
CC.	Appendix “CC” – Responses to undertakings received January 31, 2025
DD.	Appendix “DD” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated February 11, 2025
EE.	Appendix “EE” – Diagram of related entities
FF.	Appendix “FF” – Sample email from 8438048 Canada Inc.

GG.	Appendix “GG” – Email from Velocity Logistics to BDO Canada Limited dated January 6, 2025
HH.	Appendix “HH” – Email exchange between Monaghan Mushrooms and BDO Canada Limited dated February 10, 2025 with enclosure
II.	Appendix “II” – <i>Personal Property Security Act</i> Search Results for B.J.S. Transport Ltd.
JJ.	Appendix “JJ” – Corporate Profile Report of AMG Global Forwarding Inc.
KK.	Appendix “KK” – Corporate Profile Report of AMG Warehousing & Distribution Inc.
LL.	Appendix “LL” – Corporate Profile Report of Royal Bhatti Transport Inc.
MM.	Appendix “MM” – Corporate Profile Report of 2181626 Alberta Inc.
NN.	Appendix “NN” – Corporate Profile Report of 15452074 Canada Inc.
OO.	Appendix “OO” – Corporate Profile Report of Ardor Logistics Inc.
PP.	Appendix “PP” – Corporate Profile Report of Kaizen Translines Inc.
QQ.	Appendix “QQ” – Corporate Profile Report of 2778735 Ontario Inc.
RR.	Appendix “RR” – Corporate Profile Report of Gurfateh Truck and Trailer Repairs Inc.
SS.	Appendix “SS” – Financial Statements dated December 31, 2023
TT.	Appendix “TT” – Financial Statements dated as of August 31, 2024
UU.	Appendix “UU” – Demand Letter to 14713737 Canada Inc. dated January 10, 2025
VOLUME 4	
VV.	Appendix “VV” – Estoppel Letters provided to Canadian Western Bank
WW.	Appendix “WW” – Email exchange between Ariel Dorfman and Fasken Martineau DuMoulin LLP dated January 6, 2025 with enclosure
XX.	Appendix “XX” – Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 6, 2025
YY.	Appendix “YY” – Email from Pathik Baxi to Fasken Martineau DuMoulin LLP dated January 22, 2025
ZZ.	Appendix “ZZ” – Email from Michael Cassone to Fasken Martineau DuMoulin LLP dated January 23, 2025
AAA.	Appendix “AAA” – Email from Bennington Financial to Fasken Martineau DuMoulin LLP dated January 9, 2025
BBB.	Appendix “BBB” – Excerpts of Report of David Weibe enclosing photos
CCC.	Appendix “CCC” – Letter from Fasken Martineau DuMoulin LLP to GFS International Inc. dated February 14, 2025
DDD.	Appendix “DDD” – Letter from Fasken Martineau DuMoulin LLP to B.J.S. Transport Ltd. dated February 14, 2025
EEE.	Appendix “EEE” – Letter from Fasken Martineau DuMoulin LLP to AMG Global Forwarding Inc. dated February 14, 2025
FFF.	Appendix “FFF” – Letter from Fasken Martineau DuMoulin LLP to AMG Warehousing & Distribution Inc. dated February 14, 2025
GGG.	Appendix “GGG” – Letter from Fasken Martineau DuMoulin LLP to Royal Bhatti Transport Inc. dated February 14, 2025

HHH.	Appendix “HHH” – Email from Manmeet Shoker to Fasken Martineau DuMoulin LLP dated February 17, 2025
III.	Appendix “III” – Email from Jasvir Shoker to Fasken Martineau DuMoulin LLP dated February 18, 2025
JJJ.	Appendix “JJJ” – Email from Manmeet Shoker to Fasken Martineau DuMoulin LLP dated February 18, 2025
KKK.	Appendix “KKK” – Letter from Fasken Martineau DuMoulin LLP to Five Star Insurance and Bhanu Rana dated February 11, 2025
LLL.	Appendix “LLL” – Creditor Package in the Matter of the Bankruptcy of Narinder Singh Shoker
MMM.	Appendix “MMM” – Minutes of the meeting of creditors held in the Matter of the Bankruptcy of Narinder Singh Shoker
3.	Affidavit of Gail Gilmour sworn, February 18, 2025
A.	Exhibit “A” – Corporate Profile Report for Flex-Cap
B.	Exhibit “B” – Lease Agreement between Flex-Cap, 8438048 Canada Inc. and Narinder Shoker
C.	Exhibit “C” – Certificate of Liability Insurance for operating the Tractor dated May 6, 2024
D.	Exhibit “D” – Demand letter from Flex-Cap dated May 2, 2024
E.	Exhibit “E” – Flex-Cap’s Application for Possession returnable August 20, 2024
F.	Exhibit “F” – Justice Miller’s Order for Possession issued August 20, 2024
4.	Affidavit of Regan Hoskin, sworn February 24, 2025
A.	Exhibit “A” – Corporate Profile for Riordan
B.	Exhibit “B” – Lease Agreement between Riordan, 8438048 Canada Inc. o/a AMG Global and Narinder Shoker dated June 17, 2020
C.	Exhibit “C” – Lease Agreement between Riordan, 8438048 Canada Inc. o/a AMG Global and Narinder Shoker dated May 15, 2023
D.	Exhibit “D” – Lease Agreement between Riordan, 8438048 Canada Inc. o/a AMG Global and Narinder Shoker dated May 15, 2023
E.	Exhibit “E” – Email exchanges between Narinder Shoker and Stacey Martin dated April 17- May 2, 2024
F.	Exhibit “F” – Riordan’s Statement of Claim issued June 21, 2024
G.	Exhibit “G” – Riordan’s Motion for Possession dated June 26, 2024
H.	Exhibit “H” – Justice MacFarlane’s Order for Possession issued July 5, 2024
I.	Exhibit “I” – Justice Tranquili’s Order for Possession issued July 12, 2024
J.	Exhibit “J” – Email from and Narinder Shoker to Dan Reason dated July 15, 2024
K.	Exhibit “K” – Email and letter from Qasim Kareemi to Narinder Shoker dated July 16, 2024
5.	Draft Contempt Order
6.	Draft Bankruptcy Assignment Order
7.	Draft Asset Recovery Order
8.	Draft Examination and Production Order

9.	Consent of Canadian Western Bank and 8438048 Canada Inc. to Amended and Restated Receivership Order of Justice Black dated January 15, 2025
10.	Service List as of February 28, 2025

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

NOTICE OF MOTION
(Returnable March 11, 2025)

BDO Canada Limited (“**BDO**”) in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”), over the assets, undertakings, and properties (the “**Property**”) of 8438048 Canada Inc. (the “**Debtor**”), will make a motion before the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) on March 11, 2025 at 10:00 a.m. via videoconference, or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1) because it is on consent;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

THE MOTION IS FOR:

- (a) An Order substantially in the form attached at Tab 5 of the Receiver's Motion Record (the "**Contempt Order**");
 - (i) declaring that the Debtor and Narinder Shoker (collectively, the "**Breaching Parties**") are in breach of the A&R Receivership Order (as defined below) and are in civil contempt of Court;
 - (ii) compelling the Breaching Parties to purge their contempt by March 25, 2025;
 - (iii) scheduling a hearing with respect to the sentencing of the Breaching Parties to take place on a date to be fixed by the Court in the week of April 1, 2025 at which time the Receiver will request that Narinder Shoker be imprisoned for such period as this Court may deem just; and,

- (iv) if required (which is denied), lifting the stay of proceedings under section 69.3 of the *Bankruptcy and Insolvency Act* (“**BIA**”) to seek the Contempt Order against Narinder Shoker;

- (b) An Order, substantially in the form attached at Tab 6 of the Receiver’s Motion Record (the “**Bankruptcy Assignment Order**”) authorizing but not obligating the Receiver to assign, or cause to assign, the Debtor into bankruptcy and appointing BDO as trustee in bankruptcy;

- (c) An Order, substantially in the form attached at Tab 7 of the Receiver’s Motion Record (the “**Asset Recovery Order**”), among other things:
 - (i) compelling GFS International Inc. and AMG Warehousing & Distribution Inc. (the parties occupying the property municipally known as 455 Gibraltar Ave, Mississauga, Ontario (the “**Gibraltar Lot**”)), Lion Force Transport Inc. (the party occupying the property municipally known as 6950 Kenderry Gate, Mississauga, Ontario (the “**Kenderry Lot**”)), and AMG Global Forwarding Inc. and 14713737 Canada Inc. (the parties occupying the property municipally known as 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario (the “**Guelph Line Lot**”, and together with the Gibraltar Lot and the Kenderry Lot, the “**Lots**”)), the occupants of the Lots, and any other person in power, possession or control of the Lots to provide the Receiver or its agents and representatives immediate access to the Lots;

- (ii) compelling any other person or other entity acting in any capacity whatsoever occupying or in power, possession, or control of (any **“Person”**) any real property, premises, or structures, whether fixed or temporary, upon which any of the Property of the Debtor is or is reasonably believed to be located (**“Locations”**) to provide the Receiver or its agents and representatives immediate access to the Locations;
 - (iii) permitting the Receiver or its agents and representatives to enter the Lots and Locations;
 - (iv) authorizing the Receiver or its agents and representatives or any other party authorized by the Receiver to take possession of and remove any of the Debtor’s Property located at the Lots and Locations; and,
 - (v) instructing the local police force or peace officers to assist the Receiver in implementing the A&R Receivership Order and this Order, including in gaining access to the Lots and Locations and recovering the Debtor’s Property, as requested by the Receiver;
- (d) An Order, substantially in the form attached at Tab 8 of the Receiver’s Motion Record (the **“Examination and Production Order”**), among other things,
- (i) compelling Narinder Shoker to:
 - (1) answer the undertakings given at the examination under oath held on January 24, 2025, as set out in Appendix **“CC”** of the First Report

of the Receiver dated February 28, 2025 (“**First Report**” or “**Receiver’s First Report**”);

- (2) deliver to the Receiver the Property of the Debtor, including its vehicles and trailers, the keys for such vehicles and trailers, and ownership documents;
 - (3) cease accessing, logging into, manipulating, altering, deleting or attempting to access, log into, manipulate, alter or delete any email accounts, electronic messaging systems and/or electronic database accounts used in connection with or relating to the business of the Debtor by the Debtor or any officer, director, employee or representative of the Debtor, or the contents therein;
- (ii) compelling Narinder Shoker and any other director, officer, employee or representative of the Debtor to cease operating and/or holding themselves out as the Debtor or operating the business and affairs of the Debtor under any other entity;
 - (iii) authorizing the Receiver to examine under oath Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker, and compel their attendance at such examination;
 - (iv) compelling GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., to forthwith:

- (1) produce all books, records and documents of, or in any way related to or connected with, the Debtor, wherever located, including without limitation, all financial records, bank account statements, accounts receivables listings, customer invoices, supplier invoices and fleet and equipment leases, acquisitions and dispositions;
- (2) produce a list detailing the date, transaction type, relevant vehicle identification number, consideration paid and copies of all relevant documentation, such as invoices, receipts, service records and any other pertinent paperwork of all vehicle purchases, transfers, services, maintenance activities and any other related transactions between the Debtor and GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., that occurred within the eighteen (18) month period preceding the date of the A&R Receivership Order (as defined below);
- (3) disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of the Debtor's business; and,
- (4) deliver possession of any of the Debtor's Property to the Receiver, including but not limited to any vehicles or trailers, including any keys for those vehicles or trailers, that are being used by GFS International Inc., AMG Warehousing & Distribution Inc., AMG

Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. in the operation of their respective businesses or otherwise in their possession or control;

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

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) The grounds for this motion are set out in greater detail in the Receiver’s First Report.¹
- (b) The Debtor is a privately-held freight shipping, transport and logistics management company incorporated under the *Canada Business Corporations Act* and extra-provincially registered in Ontario. The Debtor operates under the business names of AMG Global and GFS Logistics.
- (c) The Debtor’s primary assets consist of a fleet of semi-trailer trucks and trailers either owned or leased by the Debtor (the “**Vehicles**”), as well as related equipment

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

used by the Debtor in its day-to-day operations. The search results for registrations made against the Debtor under the *Personal Property Security Act* (Ontario) (“PPSA”) disclose registrations by creditors, including Canadian Western Bank (“CWB”) and numerous leasing entities, for approximately 109 unique Vehicle Identification Numbers (“VINS”) for trucks, trailers, a forklift, and other vehicles. Further, based on the PPSA search results, Registrant Identification Numbers for the Debtor, and communications from creditors, the Receiver believes, through its own calculations, that AMG may have owned or financed approximately 218 trucks and trailers.

- (d) According to the Corporate Profile Reports, the Debtor’s registered head office is 425 Gibraltar Ave (the “**425 Gibraltar**”) and the principal place of business is 6 Darou Crescent, Brampton, Ontario (“**6 Darou**”).
- (e) Narinder Shoker is the sole Director and Chief Executive Officer/Manager of the Debtor. His address was formerly 6 Darou.
- (f) Following defaults under the loan documents, on October 18, 2024, CWB filed a Notice of Application for the appointment of BDO as Receiver of the Debtor’s Property.
- (g) On December 4, 2024, BDO was appointed as Receiver over the Debtor’s Property pursuant to an Order of the Honourable Justice W.D. Black of this Court (the “**Receivership Order**”).

- (h) On January 16, 2025, Justice Black granted the A&R Receivership Order, at the request of the Receiver and on consent of the Debtor and CWB. The A&R Receivership Order gave the Receiver the authority to examine under oath Mr. Shoker, as well as other persons who may be reasonably thought to have knowledge of the business and affairs of the Debtor, and granted certain related relief with respect to notices of examination served in connection with examinations under oath.
- (i) On February 7, 2025, Narinder Shoker made a voluntary assignment in bankruptcy. At a meeting of creditors held on February 24, 2025, a special resolution of creditors was passed to appoint BDO as the trustee of the bankruptcy estate.

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

- (j) Immediately following the Receivership Order issued on December 4, 2024, the Receiver attended the premises of 425 Gibraltar to take possession of the Property, including the Vehicles, and to obtain possession of the Debtor's books and records (the "**Records**"). Upon arriving at 425 Gibraltar, the onsite security company would not permit the Receiver to walk the property. The Receiver was advised that the Debtor had ceased business operations, was no longer occupying the premises, and that none of the property or books and records on the premises belonged to the Debtor. On the basis of those representations, the Receiver did not catalogue or take possession of any property on the premises.

- (k) The Receiver returned to 425 Gibraltar during the following days to meet with Narinder Shoker, understand the nature of the Debtor's affairs and Property, and inventory the vehicles and trailers located on the premises. On or around December 6-7, 2024, the Receiver was able to recover and move to a secure location fourteen (14) of AMG's vehicles and trailers. To date, the Receiver has not been able to recover the remainder of the Vehicles (the "**Missing Vehicles**").
- (l) Since attending 425 Gibraltar, the Receiver has made repeated efforts to locate the Debtor's Property, including the Missing Vehicles, and Records and obtain possession of same. These efforts have been consistently and repeatedly thwarted by the Debtor and, more particularly, Narinder Shoker. These instances are described in detail in the Receiver's First Report and include, for example:
- (i) The Receiver, by its lawyer, has sent multiple document and information requests to the lawyer for the Debtor, including requests for production of the Debtor's Records and requests to disclose the location of and deliver the Missing Vehicles. The Debtor has not fully complied with those requests, including with respect to providing the details of the location of the entirety of the Missing Vehicles.
- (ii) The Records of the Debtor were moved to 6 Darou and appear to have been destroyed in a fire that occurred at the residence in late January 2025. At no time prior to the fire did Narinder Shoker deliver those Records to the Receiver, despite the Receiver's requests and the A&R Receivership Order.

- (iii) The Debtor has repeatedly advised the Receiver, and testified under oath (described in greater detail below) that a number of the leasing entities sent employees and/or bailiffs to recover the vehicles over which they had a security interest registered under the PPSA. A number of those leasing entities have reported to the Receiver that they or their bailiffs were unable to recover their respective assets.

- (iv) On January 24, 2025, the Receiver, by its lawyer, examined Narinder Shoker under oath. Upon attending at the examination, he failed to produce the vast majority of the documents requested in the Notice of Examination. During the examination, it became apparent that the details about the location of the Missing Vehicles previously provided to the Receiver were incomplete or inaccurate and Narinder Shoker had made no attempt to update or correct that information.

- (v) At the examination, Narinder Shoker gave extensive undertakings to produce documentation and information with respect to the Debtor's business and Property, by January 31, 2025. On that date, the Receiver received responses to only some of the undertakings, many of which were incomplete. To date, Narinder Shoker has not fully responded to the undertakings.

The Relief Sought on this Motion

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

The Contempt Order

- (n) The conduct of the Breaching Parties represents a clear disregard for the A&R Receivership Order and Justice Black's related Endorsement dated January 16, 2025 (the "**Endorsement**").
- (o) The A&R Receivership Order clearly and unequivocally requires the Debtor and the Debtor's management to advise the Receiver of the existence of any Property in their possession, to grant immediate and continued access to such Property, and to deliver it to the Receiver upon the Receiver's request. The A&R Receivership Order also requires entities with notice of the A&R Receivership Order to deliver and provide access to the Records of the Debtor (as defined therein).
- (p) Further, Justice Black's Endorsement states the following:

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

- (q) The Breaching Parties have had notice of and actual knowledge of the A&R Receivership Order, and have ignored the terms of that Order and failed to meet the Court's expectation as set out in the Endorsement. Their actions to date demonstrate that they are intentionally frustrating the operation of the Order appointing the Receiver by failing to deliver the Debtor's Property and Records to the Receiver, and providing the Receiver with inaccurate or incomplete information about the location of and details of the Property, including the Missing Vehicles.
- (r) The Contempt Order is not a claim provable in bankruptcy and, consequently, is not subject to the stay of proceedings imposed in Narinder Shoker's bankruptcy. Nevertheless, if this Court determines that the relief sought in the Contempt Order is stayed, then the Receiver requests that this Court lift the stay of proceedings to permit it to pursue the Contempt Order.

The Bankruptcy Assignment Order

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

- (t) In order to maximize recovery for the Debtor's creditors, the Receiver may seek to reverse the potential transfers at undervalue and preferences in accordance with the applicable lookback periods under the BIA.
- (u) As described above and in greater detail in the Receiver's First Report, Narinder Shoker has not cooperated with the Receiver's investigation. This lack of cooperation further compromises the ability of the Receiver to act for the benefit of the Debtor's stakeholders.
- (v) It is just and convenient to grant the Receiver the ability to assign the Debtor into bankruptcy and to permit the Receiver to act as trustee to preserve the lookback period and afford the Receiver the investigation powers available to a trustee in a bankruptcy proceeding.

The Asset Recovery Order

- (w) The Receiver, as well as its bailiffs, have located certain of the Missing Vehicles at the Lots. While the Receiver has been able to access the Gibraltar Lot and the Guelph Line Lot, the occupants of the Kenderry Lot have refused to grant the Receiver access to those premises, despite the terms of the A&R Receivership Order.
- (x) The Receiver requests an Asset Recovery Order that permits the Receiver to access and enter the Lots and Locations and to take stock and possession of vehicles on those premises belonging to the Debtor.

- (y) The Receiver requests that this Court direct the local police force and peace officers to assist the Receiver in discharging the terms of the A&R Receivership Order and the Asset Recovery Order.
- (z) The parties occupying the Lots have been served with the Receiver's Motion Record.

The Examination and Production Order

- (aa) Narinder Shoker has not cooperated with the Receiver's requests for production of the Property and Records of the Debtor, and has failed to furnish complete responses to all of the undertakings given at his examination. Further, the Receiver believes that the following individuals may be in possession of or have knowledge of the location of the Property and Records of the Debtor:
 - (i) Inderjit Walia, who was a logistics manager of the Debtor and who appears to be a manager of GFS International Inc.;
 - (ii) Manmeet Kaur Shoker, the daughter of Narinder Shoker, who is the sole director of GFS International Inc. and AMG Global Forwarding Inc.; and,
 - (iii) Jasvir Kaur Shoker, the former spouse of Narinder Shoker, who is a director and officer of B.J.S. Transport Ltd., and the sole director of AMG Warehousing & Distribution Inc.
- (bb) The Receiver seeks an Examination and Production Order authorizing the Receiver to examine under oath the above-named individuals and requiring those individuals

and certain related corporate entities to produce forthwith certain books and records, invoices and other relevant supporting documentation for transactions involving the Missing Vehicles, and to deliver to the Receiver any Property, including the Missing Vehicles, of the Debtor.

- (cc) The Examination and Production Order also compels Narinder Shoker to answer the outstanding responses to the undertakings given at his examination under oath and to disclose the location of and deliver the Property and Records to the Receiver.
- (dd) Further, the Examination and Production Order compels Five Star and Bhanu Rana to produce to the Receiver the Policy Binder of the Debtor. To date, Five Star and Bhanu Rana have failed to respond to the Receiver's requests for the Policy Binder.
- (ee) Inderjit Walia, Manmeet Kaur Shoker, Jasvir Kaur Shoker, Five Star, and Bhanu Rana have been served with the Receiver's Motion Record.

Other Grounds

- (ff) Section 243 of the BIA;
- (gg) Rules 37, 39, and 60.11 of the *Rules of Civil Procedure* (Ontario); and,
- (hh) Such further and other grounds as the lawyers may advise.

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

- (ii) The Receiver's First Report dated February 28, 2025, including the Appendices and Schedule thereto;
- (jj) The Affidavit of Gail Gilmour, sworn February 18, 2025;
- (kk) The Affidavit of Regan Hoskin, sworn February 24, 2025; and,
- (ll) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

February 28, 2025

FASKEN MARTINEAU DuMOULIN LLP

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

Dylan Chochla (LSO: 62137I)

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

Jennifer L. Caruso (LSO: 79321K)

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

Lawyers for the Receiver, BDO Canada Limited

TO: THE SERVICE LIST

CANADIAN WESTERN BANK

-and- 8438048 CANADA INC.
Applicant

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

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

PROCEEDING COMMENCED AT
TORONTO

**NOTICE OF MOTION
(RETURNABLE MARCH 11, 2025)**

FASKEN MARTINEAU DUMOULIN LLP

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

Dylan Chochla (62137I)

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

Jennifer L. Caruso (79321K)

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

Lawyers for the Receiver, BDO Canada Limited

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

February 28, 2025

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE OF REPORT	5
BACKGROUND	8
ACTIVITIES OF THE RECEIVER.....	11
RECEIVER’S EFFORTS TO TAKE POSSESSION OF THE VEHICLES	12
EVENTS LEADING UP TO THE A&R RECEIVERSHIP ORDER AND EXAMINATION OF SHOKER UNDER OATH	21
EXAMINATION UNDER OATH OF SHOKER	23
RELATIONSHIPS WITH RELATED ENTITIES	29
THE ESTOPPEL LETTERS.....	37
RECEIVER’S SUBSEQUENT EFFORTS TO LOCATE THE MISSING VEHICLES.....	38
REVIEW OF FINANCIAL TRANSACTIONS.....	41
SHOKER’S PERSONAL BANKRUPTCY	42
SUMMARY AND RECOMMENDATIONS.....	43
SCHEDULE “A”	46

Appendices	
A.	Receivership Order of Justice Black dated December 4, 2024
B.	Amended and Restated Receivership Order of Justice Black dated January 16, 2025
C.	Corporate Profile Reports of 8438048 Canada Inc.
D.	Corporate Profile Report of GFS International Inc.
E.	Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated December 4, 2024
F.	Letter from Dhanbir Jaswal to Fasken Martineau DuMoulin LLP dated December 6, 2024
G.	Corporate Profile Report of B.J.S. Transport Ltd.
H.	Photos of vehicles at 6950 Kenderry Gate, Mississauga, Ontario
I.	Email from TRB Bailiff to BDO Canada Limited dated December 23, 2024
J.	Corporate Profile Report of 14713737 Canada Inc.
K.	Title Searches for 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario
L.	Photos of 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario
M.	Vehicle ownership for Vehicle Identification Number #5V8VC5320RT40712
N.	Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated December 17, 2024
O.	Excel spreadsheet with comments from 8438048 Canada Inc.
P.	Email from David Powrie to BDO Canada Limited dated December 17, 2024 with enclosure
Q.	Email from BVD Equipment Finance Inc. to BDO Canada Limited dated December 18, 2024 with enclosure
R.	Email from Mitsubishi HC Capital Canada to BDO Canada Limited dated January 8, 2025
S.	Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 8, 2025 with enclosure
T.	Email from Breadner Trailers to BDO Canada Limited dated January 8, 2025
U.	Email from Vault Credit Corporation to BDO Canada Limited dated January 7, 2025
V.	Email from Ariel Dorfman to BDO Canada Limited dated January 8, 2025 with enclosure
W.	Email from Bennington Financial to BDO Canada Limited dated January 8, 2025
X.	Notice of Examination dated January 7, 2025
Y.	Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated January 9, 2025
Z.	Endorsement of Justice Black dated January 16, 2025
AA.	Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated January 20, 2025
BB.	Transcript of the examination under oath of Narinder Shoker held on January 24, 2025
CC.	Responses to undertakings received January 31, 2025
DD.	Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated February 11, 2025
EE.	Diagram of related entities
FF.	Sample email from 8438048 Canada Inc.
GG.	Email from Velocity Logistics to BDO Canada Limited dated January 6, 2025
HH.	Email exchange between Monaghan Mushrooms and BDO Canada Limited dated February 10, 2025 with enclosure
II.	<i>Personal Property Security Act</i> Search Results for B.J.S. Transport Ltd.
JJ.	Corporate Profile Report of AMG Global Forwarding Inc.
KK.	Corporate Profile Report of AMG Warehousing & Distribution Inc.
LL.	Corporate Profile Report of Royal Bhatti Transport Inc.
MM.	Corporate Profile Report of 2181626 Alberta Inc.
NN.	Corporate Profile Report of 15452074 Canada Inc.
OO.	Corporate Profile Report of Ardor Logistics Inc.
PP.	Corporate Profile Report of Kaizen Translines Inc.
QQ.	Corporate Profile Report of 2778735 Ontario Inc.
RR.	Corporate Profile Report of Gurfateh Truck and Trailer Repairs Inc.
SS.	Financial Statements dated December 31, 2023
TT.	Financial Statements dated as of August 31, 2024
UU.	Demand Letter to 14713737 Canada Inc. dated January 10, 2025
VV.	Estoppel Letters provided to Canadian Western Bank
WW.	Email exchange between Ariel Dorfman and Fasken Martineau DuMoulin LLP dated January 6, 2025 with enclosure

XX.	Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 6, 2025
YY.	Email from Pathik Baxi to Fasken Martineau DuMoulin LLP dated January 22, 2025
ZZ.	Email from Michael Cassone to Fasken Martineau DuMoulin LLP dated January 23, 2025
AAA.	Email from Bennington Financial to Fasken Martineau DuMoulin LLP dated January 9, 2025
BBB.	Excerpts of Report of David Wiebes enclosing photos
CCC.	Letter from Fasken Martineau DuMoulin LLP to GFS International Inc. dated February 14, 2025
DDD.	Letter from Fasken Martineau DuMoulin LLP to B.J.S. Transport Ltd. dated February 14, 2025
EEE.	Letter from Fasken Martineau DuMoulin LLP to AMG Global Forwarding Inc. dated February 14, 2025
FFF.	Letter from Fasken Martineau DuMoulin LLP to AMG Warehousing & Distribution Inc. dated February 14, 2025
GGG.	Letter from Fasken Martineau DuMoulin LLP to Royal Bhatti Transport Inc. dated February 14, 2025
HHH.	Email from Manmeet Shoker to Fasken Martineau DuMoulin LLP dated February 17, 2025
III.	Email from Jasvir Shoker to Fasken Martineau DuMoulin LLP dated February 18, 2025
JJJ.	Email from Manmeet Shoker to Fasken Martineau DuMoulin LLP dated February 18, 2025
KKK.	Letter from Fasken Martineau DuMoulin LLP to Five Star Insurance and Bhanu Rana dated February 11, 2025
LLL.	Creditor Package in the Matter of the Bankruptcy of Narinder Singh Shoker
MMM	Minutes of the meeting of creditors held in the Matter of the Bankruptcy of Narinder Singh Shoker

INTRODUCTION AND PURPOSE OF REPORT

Introduction

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

Purpose and Summary of Conclusions

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

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

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

Disclaimer and Terms of Reference

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

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

BACKGROUND

Overview of AMG’s Operations

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

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

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

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

Defaults on CWB Loans

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

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

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

ACTIVITIES OF THE RECEIVER

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

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

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

RECEIVER'S EFFORTS TO TAKE POSSESSION OF THE VEHICLES

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

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

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

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

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

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

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

The Receiver Reattends 425 Gibraltar to Take Possession

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

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

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

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

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

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

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

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

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

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

The Receiver Engages the First Bailiff

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

³ VIN #3H3V532C7MT400018.

⁴ VIN #3H3V532K8NJ304077.

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

Communications with Just Trux

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

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

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

⁵ VIN #5V8VC5320RT40712.

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

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

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

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

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

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

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

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

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

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

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

⁷ VIN #5V8VC5320RT40712.

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

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

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

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

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

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

EXAMINATION UNDER OATH OF SHOKER

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

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

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

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

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

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

⁹ Examination Transcript, p 198 line 23.

¹⁰ Examination Transcript, p 203.

¹¹ Examination Transcript, p 203.

¹² Examination Transcript, p 205.

¹³ Examination Transcript, p 230.

¹⁴ Examination Transcript, p 208.

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

¹⁵ Examination Transcript, p 209.

¹⁶ Examination Transcript, p 233.

¹⁷ Examination Transcript, p 305.

¹⁸ Examination Transcript, p 290-292.

The Location of the Missing Vehicles

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

¹⁹ Examination Transcript, p 213

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

²¹ Examination Transcript, p 201.

²² Examination Transcript, p 201.

²³ Examination Transcript, p 244.

²⁴ Examination Transcript, p 252-254.

²⁵ Examination Transcript, p 260.

²⁶ Examination Transcript, p 260-261.

²⁷ Examination Transcript, p 254-255.

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

- (c) Shoker advised that the vehicles secured by Riordan were seized by its bailiff.²⁸ Following the examination, Regan Hoskin of Riordan swore an affidavit (the "**Hoskin Affidavit**") indicating that Riordan's bailiff had attempted to but was unsuccessful in recovering all of Riordan's vehicles. The Hoskin Affidavit is included in the Receiver's Motion Record.
 - (d) Shoker represented that there was one vehicle secured to Flex-Cap that was "broken" and seized by Flex-Cap's bailiff. Following the examination, Gail Gilmour of Flex-Cap swore an affidavit (the "**Gilmour Affidavit**") indicating that Flex-Cap's bailiff was unsuccessful in recovering Flex-Cap's vehicle. The Gilmour Affidavit is included in the Receiver's Motion Record.
 - (e) In respect of Daimler, when asked about the correspondence from the lawyer indicating that Daimler had not recovered its vehicles, Shoker stated that Daimler's bailiff must have seized the vehicles and sold them for the bailiff's benefit.²⁹
76. Shoker stated during his examination that various bailiffs, repair shops, and garages have a practice of placing liens on vehicles and if the lien or invoice is not paid after 40 days, the entities will sell the vehicle or change the ownership of the vehicle and place the vehicle's title into their own name. Shoker asserted this may have occurred in AMG's case.³⁰ BDO spoke with an individual from Ontario Legal Recovery, the bailiff service retained by Riordan, Flex-Cap, Breadner, and Mitsubishi. The individual advised that with the exception of one trailer secured to Riordan, they were unsuccessful in recovering any other assets from AMG.
77. Shoker also testified that he believed that two trailers are with a third-party carrier and that one of the trailers is secured to CWB. Shoker advised that "we keep calling them. Sometimes they answer us, sometimes not. They said he's sick". He later asserted that he spoke to this carrier who acknowledged he needed to return the trailer.³¹ Shoker provided the name and number of the individual for one of the two trailers. The Receiver's attempts to contact this individual were not successful. For the second trailer, Shoker undertook to provide details of the party who is in possession but, at the date of this First Report, Shoker has not provided the information.

²⁸ Examination Transcript, p 263.

²⁹ Examination Transcript, p 229-232.

³⁰ Examination Transcript, p 230-239.

³¹ Examination Transcript, p 222-223.

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

The Incomplete Responses to Undertakings

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

³² Examination Transcript, p 162-164.

³³ Examination Transcript, p 207.

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

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

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

RELATIONSHIPS WITH RELATED ENTITIES

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

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

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

The Connected Entities

GFS International

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

³⁴ Examination Transcript, p 197.

³⁵ Examination Transcript, p 124-125.

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

B.J.S. Transport

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

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

³⁷ Examination Transcript, p 38 lines 11 to 25.

³⁸ Examination Transcript, p 39.

³⁹ Response to Undertaking #40.

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

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

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



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

⁴⁰ Examination Transcript, p 128-132.

⁴¹ Examination Transcript, p 142-145.

⁴² Examination Transcript, p 135-140.

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

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

Year	Make/Model	Serial Number	Secured Creditor - AMG PPSA	Secured Creditor - BJS PPSA
2022	FREIGHTLINERFM2	1FUJHHDR4NLWX0762	CANADIAN WESTERN BANK MERCEDES-BENZ FINANCIAL SERVICES DAIMLER TRUCK FINANCIAL	Vdfreight
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K1NU304082	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K2NU304074	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K3NU304083	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K4NU304075	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K6NU304076	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAIREEFER THERMOKING G-600	3H3V532K8NU304077	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K8NU304080	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K9NU304078	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)
2022	HYUNDAI REEFER THERMOKING G-600	3H3V532K9NU304081	CANADIAN WESTERN BANK	R&S Trailer Leasing Limited (o/a Breadner Trailers)

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

AMG Global Forwarding

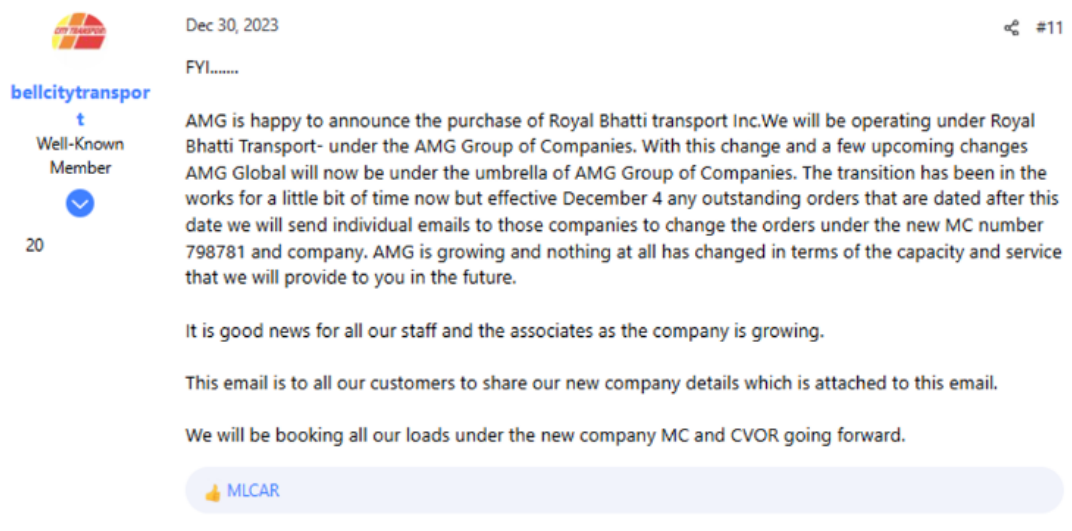
103. The Corporate Profile Report for AMG Global Forwarding (**“AMG Global Forwarding Corporate Profile Report”**) lists Manmeet as its sole director. The registered head office address for AMG Global Forwarding is 7388 Guelph Line, one of the addresses of the Guelph Line Lot. A copy of the AMG Global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

AMG Warehousing

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

Royal Bhatti

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



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

⁴³ Examination Transcript, p 155.

⁴⁴ Examination Transcript, p 157-159.

⁴⁵ Examination Transcript, p 159.

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

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

The Other Related Entities

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

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

⁴⁶ Examination Transcript, p 162 lines 22-25.

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

147 Canada

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

⁴⁷ Examination Transcript, p 113 lines 12-16.

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

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

THE ESTOPPEL LETTERS

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

⁴⁹ Examination Transcript, p 27.

⁵⁰ VIN# 5V8VC5320RT401712.

⁵¹ Examination Transcript, p 318.

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

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

RECEIVER’S SUBSEQUENT EFFORTS TO LOCATE THE MISSING VEHICLES

Retaining the Second Bailiff

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

Requests to the Connected Entities

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

The GFS International Reply

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

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

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

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

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

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

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

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

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

The AMG Warehousing Reply

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

The AMG Global Forwarding Reply

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

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

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

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

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

Information Requests to Third Parties

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

REVIEW OF FINANCIAL TRANSACTIONS

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

⁵² Examination Transcript, p 27.

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

SHOKER'S PERSONAL BANKRUPTCY

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

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

SUMMARY AND RECOMMENDATIONS

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

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

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

⁵³ Examination Transcript, p 20-24.

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

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

Per:



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

Title: Senior Vice President

SCHEDULE “A”

Summary of Inaccurate Information Provided by Shoker

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

⁵⁴ Examination Transcript, p 202.

⁵⁵ Examination Transcript, p 73-79.

⁵⁶ Examination Transcript, p 83 lines 13-20.

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

⁵⁷ Examination Transcript, p 54 lines 1-7.

⁵⁸ Examination Transcript, p 55 lines 21-25.

⁵⁹ Examination Transcript, p 65-67.

⁶⁰ Examination Transcript, p 86-88.

⁶¹ Examination Transcript, p 111-114.

⁶² Examination Transcript, p 124-125.

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

APPENDIX A

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

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

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

**ORDER
(Appointing Receiver)**

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

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

GENERAL

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

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

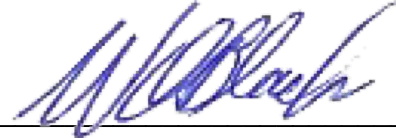
31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

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

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

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



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the ____ day of _____, 2024.

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

Per: _____

Name:

Title:

Canadian Western Bank
Applicant

and 8438048 Canada Inc.
Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING RECEIVER)**

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jeremy Bornstein LSO#: 65425C
Tel: 416.869.5386
jbornstein@cassels.com

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

Lawyers for the Applicant, Canadian Western Bank

APPENDIX B

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

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

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

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

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

GENERAL

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

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

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

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

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

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

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

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



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the _____ day of _____, 2024.

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

Per: _____

Name:

Title:

Canadian Western Bank
Applicant

and 8438048 Canada Inc.
Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

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

FASKEN MARTINEAU DuMOULIN LLP

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

Dylan Chochla (LSO: 62137I)

dchochla@fasken.com
Tel. 416 868 3425

Jennifer L. Caruso (LSO: 79321K)

jcaruso@fasken.com
Tel. 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

APPENDIX C




Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 843804-8

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

843804-8

Business Number (BN)

828375535RC0001

Corporate Name

8438048 CANADA INC.


Status

Active

Governing Legislation

Canada Business Corporations Act - 2013-02-15

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

425 Gibraltar Drive
Mississauga ON L5T 2S9

Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

NARINDER SHOKER
6 DAROU CRES
BRAMPTON ON L6R 0N7
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

i Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

02-15

Date of Last Annual Meeting

2023-01-11

Annual Filing Period (MM-DD)

02-15 to 04-16

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2024 - Overdue

2023 - Filed

2022 - Filed

Corporate History

Corporate Name History

2013-02-15 to Present

8438048 CANADA INC.

Certificates and Filings**Certificate of Incorporation**

2013-02-15

Certificate of Dissolution

2018-12-16

Certificate of Revival

2019-04-29

Order copies of corporate documents

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2024-11-04



Profile Report

8438048 CANADA INC. as of November 11, 2024

Act	Corporations Information Act
Type	Extra-Provincial Federal Corporation with Share
Name	8438048 CANADA INC.
Ontario Corporation Number (OCN)	3080736
Governing Jurisdiction	Canada - Federal
Incorporation/Amalgamation Date	February 15, 2013
Registered or Head Office Address	6 Darou Cres, Brampton, Ontario, L6R 0N7, Canada
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	February 15, 2013
Principal Place of Business	6 Darou Cres, Brampton, Ontario, L6R 0N7, Canada

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

V. Quintanilla W.

Director/Registrar

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

Chief Officer or Manager

Name

NARINDER SHOKER

Address for Service

6 Darou Cres, Brampton, Ontario, L6R 0N7, Canada

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

V. Quintanilla W.

Director/Registrar

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

Corporate Name History
Refer to Governing Jurisdiction

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

Name	GFS LOGISTICS
Business Identification Number (BIN)	1000447583
Registration Date	February 15, 2023
Expiry Date	February 14, 2028

Name	AMG GLOBAL
Business Identification Number (BIN)	1000534721
Registration Date	May 11, 2023
Expiry Date	May 10, 2028

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

Name	AMG HAULAGE
Business Identification Number (BIN)	250674876
Status	Inactive - Expired
Registration Date	July 06, 2015
Expired Date	July 05, 2020

Name	AMG EXPRESS
Business Identification Number (BIN)	260564646
Status	Inactive - Expired
Registration Date	May 30, 2016
Expired Date	May 29, 2021

Name	AMG GLOBAL
Business Identification Number (BIN)	280501255
Status	Inactive - Expired
Registration Date	May 03, 2018
Expired Date	May 02, 2023

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: NARINDER SINGH SHOKER	February 15, 2023
CIA - Initial Return PAF: NARINDER SHOKER - DIRECTOR	February 19, 2013

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

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

V. Quintanilla W.

Director/Registrar

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

APPENDIX D




Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1480185-7

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1480185-7

Business Number (BN)

769269010

Corporate Name

GFS INTERNATIONAL INC.


Status

Active

Governing Legislation

Canada Business Corporations Act - 2023-02-27

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

455 GIBRALTAR DR
MISSISSAUGA ON L5T 2S9

Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

MANMEET KAUR SHOKER
135 BARLEYFIELD RD
Brampton ON L6R 2J4
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Individuals with significant control

Current individuals with significant control: 1

NARINDER S SHOKER
7388 GUELPH LINE
CAMPBELLVILLE ON L0P 1B0
Canada

Type of interest or control:

Has a combination of shares and control in fact

This individual holds the shares:

Both directly and indirectly

This individual is an individual with significant control over the corporation:

Jointly

This individual holds:

More than 75% of the shares

Start date (YYYY-MM-DD):

2023-05-11

i Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the [Online Filing Centre](#). A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

02-27

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

02-27 to 04-28

Type of Corporation

Not available

Status of Annual Filings

2024 - Overdue

Corporate History

Corporate Name History

2023-02-27 to Present

GFS INTERNATIONAL INC.



Certificates and Filings

Certificate of Incorporation

2023-02-27

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2024-11-04

APPENDIX E

FASKEN

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

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

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

December 4, 2024

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

By Email (djaswal@jaswallaw.com)

JASWAL LAW
201 City Centre Drive, Suite 200
Mississauga, ON L5B 2T4
Attention: Dhanbir Jaswal

Dear Mr. Jaswal

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

We are legal counsel to BDO Canada Limited, in its capacity as Court-appointed Receiver and Manager of AMG (in such capacity, the “**Receiver**”). As you know, the Receiver was appointed pursuant to the Order of Justice Black dated December 4, 2024 (the “**Receivership Order**”). A copy of the Receivership Order is enclosed for your reference.

Following issuance of the Receivership Order, the Receiver attended the premises identified as the registered head office of AMG in its corporate profile reports, located at 425 Gibraltar Drive, Mississauga, ON, as well as the adjacent property at 455 Gibraltar Drive.

Upon attending the premises, the Receiver was informed that AMG is no longer operating at the premises and had not done so for months. The Receiver was also informed that GFS International Inc. (“**GFS International**”) sub-leases the premises from AMG, and that all vehicles located on the premises are vehicles either owned or leased by GFS International, except the vehicle branded with AMG’s logo.

The personnel from GFS International represented that their operations and property (i.e. the vehicles) were separate and apart from the operations and property of AMG. The Receiver did not take possession of the vehicles based on these assertions of GFS International.

According to the enclosed Federal corporate profile report, Narinder Shoker, the sole director and Chief Officer/Manager of AMG, is a shareholder with significant control of GFS International. It is not acceptable for GFS International, a corporation owned or controlled by the principal of AMG, to deny the Receiver access to the premises or obstruct the Receiver’s enforcement over property of AMG.

The Receiver will re-attend at the premises on December 5, 2024 and we demand that AMG and/or GFS International provide the Receiver with access to the premises and cooperation in cataloguing property, including all vehicles.

The Receiver requires that, **on or before December 6, 2024**, AMG and Mr. Shoker provide a detailed explanation, including all supporting documentation, with respect to:

- the current location of all of the vehicles that are, or were, owned or leased by AMG;
- details and supporting documentation in connection with any transfer of title or lease of any vehicles to third parties;
- details of the purported sub-lease agreement between AMG and GFS International, including a copy of the sub-lease agreement and any other relevant agreements; and
- any other information that would assist the Receiver in understanding these matters to assist the Receiver in locating the collateral of the various secured lenders.

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

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



Dylan Chochla

DC/jlc

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

Encls.

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

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

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

**ORDER
(Appointing Receiver)**

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

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

GENERAL

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

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

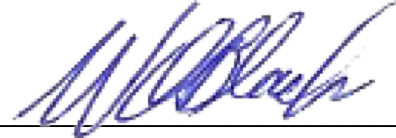
31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

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

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

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



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the ____ day of _____, 2024.

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

Per: _____

Name:

Title:

Canadian Western Bank
Applicant

and 8438048 Canada Inc.
Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING RECEIVER)**

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Jeremy Bornstein LSO#: 65425C
Tel: 416.869.5386
jbornstein@cassels.com

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

Lawyers for the Applicant, Canadian Western Bank




Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1480185-7

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1480185-7

Business Number (BN)

769269010

Corporate Name

GFS INTERNATIONAL INC.


Status

Active

Governing Legislation

Canada Business Corporations Act - 2023-02-27

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

455 GIBRALTAR DR
MISSISSAUGA ON L5T 2S9

Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

MANMEET KAUR SHOKER
135 BARLEYFIELD RD
Brampton ON L6R 2J4
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Individuals with significant control

Current individuals with significant control: 1

NARINDER S SHOKER
7388 GUELPH LINE
CAMPBELLVILLE ON L0P 1B0
Canada

Type of interest or control:

Has a combination of shares and control in fact

This individual holds the shares:

Both directly and indirectly

This individual is an individual with significant control over the corporation:

Jointly

This individual holds:

More than 75% of the shares

Start date (YYYY-MM-DD):

2023-05-11

i Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the [Online Filing Centre](#). A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

02-27

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

02-27 to 04-28

Type of Corporation

Not available

Status of Annual Filings

2024 - Overdue

Corporate History

Corporate Name History

2023-02-27 to Present

GFS INTERNATIONAL INC.



Certificates and Filings

Certificate of Incorporation

2023-02-27

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2024-11-04

APPENDIX F



VIA EMAIL

December 6, 2024

Fasken Martineau DuMoulin LLP
2400 – 333 Bay Street
PO Box 20
Toronto, ON M5H 2T6
Attention: Dylan Chochla
Email: dchochla@fasken.com

Dear Counsel:

**Re: Receivership of 8438048 Canada Inc o/a AMG Global (“AMG”),
CV-24-00729834-00CL**

We confirm receipt of your email dated December 4, 2024 (“**December 4 Letter**”).

I have spoken with Narinder Shoker who advised me that GFS International Inc. (“**GFS**”) does not actually own or lease any equipment. I have been further advised that GFS does, in fact, have separate operations to that of AMG. GFS is a freight brokerage company, and does not have any actual trucking operations, and therefore does not lease or own any equipment.

As per your request in your December 4 Letter, I have been advised by Mr. Shoker of the following:

- The current location of all of the vehicles, leased by AMG, is 425 Gibraltar Drive, Mississauga, ON. We have attached the ownership of the vehicles to this letter. All other vehicles which were leased from BVD and Daimler have been returned to the respective lessors, or were seized by their appointed bailiffs. I was advised that BDO Canada Limited, in its capacity as Court-appointed Receiver and Manager of AMG (the “**Receiver**”) communicated with Mr. Shoker that the vehicles at the premises were going to be towed from the premises.
- AMG does not recall any title or lease transfers of any vehicles since entering into the lending arrangement with Canadian Western Bank.
- There was no formal/express sublease agreement between AMG and GFS.

I have advised Mr. Shoker of paragraph 4 of the Order of Justice Black dated December 4, 2024 (the “**Receivership Order**”), and its disclosure obligations. I will continue to advise you with any further information that is shared with me by Mr. Shoker as it relates to the Property (as defined in the Receivership Order)

Yours truly,

Jaswal Law

Dhanbir Jaswal

Dhanbir Jaswal
Encl.

Change of address /

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi de notifier le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entrainera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyer-le au :

IMPORTANT

ServiceOntario
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

Office Use Only / A l'usage du bureau

ID Viewed	
ID Number	8438048
Name	Thrid [] Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice /

Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & twp / N° et rue, ou lot conc. et camion	Apt no. / N° d'app	Office Use Only / A l'usage du bureau
City, town, Village / Ville ou Village	Postal code / Code postal	Office No.
<input type="checkbox"/> Mailing address as above: if no, complete mailing address on reverse. / Adresse postale identique, si non, remplir l'espace au verso.		Issue Date
Name / Nom 8438048 CANADA INC.	Signature	Stock Issued
R.I.N. / N.I.T. 184721091		

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FIT PLATE PLAQUE 24332M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE	PLATED
VIN 527SR5323PL136855	R.I.N. 184721081
MAKE / MARQUE CJMC	MODEL / MODÈLE RFR
YEAR / ANNÉE 23	VEH.WT. / POIDS 24947
POWER / PUISSANCE CARBURANT	COLOR / COULEUR N° DE V. / N° DE C. / S. / N° DE C. / S. / S.
NAME / NOM AMG GLOBAL	ADDRESS / ADRESSE 6 DAROU CRES
MAILING ADDRESS / ADRESSE POSTALE BRAMPTON, ONTARIO	
FOLD HERE / PLIER ICI →	
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
PERMIT NO. / N° DE CERTIFICAT 00365524	

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.	
Detach here / Détachez ici	
Minister of Transportation / Ministre des Transports	



TRL PLATE PLAQUE 24332M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED	
VIN 527SR5323PL136855	R.I.N. 184721081
MAKE / MARQUE CJMC	MODEL / MODÈLE RFR
YEAR / ANNÉE 23	EXPIRY DATE / DATE D'EXPIRATION NO EXPIRY
NAME / NOM AMG GLOBAL	ADDRESS / ADRESSE 6 DAROU CRES
MAILING ADDRESS / ADRESSE POSTALE BRAMPTON, ONTARIO	
FOLD HERE / PLIER ICI →	
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
PERMIT NO. / N° DE CERTIFICAT 00365524	

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.	
Minister of Transportation / Ministre des Transports	

Change of address /
Changement d'adresse

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi de donner au ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to your driver and vehicle licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :

ServiceOntario
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	847716
Name	Third Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice /
Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, cone & twp / N° et rue, ou lot conc. et canton	City, Town, Village / Ville ou Village	Api no. / N° d'api	Office Use Only / À l'usage du bureau
Postal code / Code postal	Prov.	Issue Date	Office No.
<input type="checkbox"/> Mailing address, as above; if no, complete mailing address on reverse. / Adresse postale identique; si non, remplir l'espace au verso.			Stock Issued
Name / NOM 8438048 CANADA INC.	Signature		
R.I.N. / N.I.T. 184721091			

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FITT

PLATE PLAQUE 24336M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE	PLATED
V.I.N. / N.I.V. 5V8VC5328RT401716	R.I.N. / N.I.T. 184721081
MAKE / MARQUE VANR	MODEL / MODÈLE VXP
YEAR / ANNÉE 24	VEH.WT. / POIDS 06800
EXESSEZ / ESSEUX 2	BOOD TYPE / TYPE DE CARROSSERIE FV
NAME / NOM 8438048 CANADA INC.	
ADDRESS / ADRESSE 6 DAROU CRES	
MAILING ADDRESS / ADRESSE POSSIBLE BRANDPTON, ONTARIO	FOLD HERE / PLIER ICI →
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365528



Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Detach here / Détachez ici

Minister of Transportation
Ministre des Transports



TRL PLAQUE

PLATE PLAQUE 24336M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED	
V.I.N. / N.I.V. 5V8VC5328RT401716	R.I.N. / N.I.T. 184721081
MAKE / MARQUE VANR	MODEL / MODÈLE VXP
YEAR / ANNÉE 24	EXPIRY DATE / DATE D'EXPIRATION NO EXPIRY
NAME / NOM 8438048 CANADA INC.	
ADDRESS / ADRESSE 6 DAROU CRES	
MAILING ADDRESS / ADRESSE POSSIBLE BRANDPTON, ONTARIO	FOLD HERE / PLIER ICI →
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365528

[Handwritten Signature]



This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Minister of Transportation
Ministre des Transports

Change of address /
Changement d'adresse

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi d'aviser le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :

ServiceOntario
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	84715
Name	Third Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice /
Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & hwp / N° et rue, ou lot conc. et camion	
City, Town, Village / Ville ou Village	Apt no. / N° d'app
Postal code / Code postal	Issue Date
<input type="checkbox"/> Mailing address as above: if no, complete mailing address on reverse. / Adresse postale identique, si non, remplir l'espace au verso.	Stock Issued
Name / Nom 8438048 CANADA INC.	Office Use Only / À l'usage du bureau
R.I.N./N.I.T. 184721081	Office No.
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - PIT PLATE 2433IM PLAQUE

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE	PLATED
V.I.N. / N.I.V. 5V8VC5325RPT401446	R.I.N. / N.I.T. 184721081
MAKE / MARQUE VANR	MODEL / MODÈLE VXP
YEAR / ANNÉE 24	BODY TYPE / TYPE DE CARROSSERIE 06800
NAME / NOM 8438048 CANADA INC.	ADDRESS / ADRESSE 6 DAROU CRES
OFFICE / BUREAU MALDEN / MALDEN, ONTARIO	FOLD HERE / PLIER ICI ↳
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365523

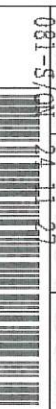


TRL PLATE 2433IM PLAQUE

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED	
V.I.N. / N.I.V. 5V8VC5325RPT401446	R.I.N. / N.I.T. 184721081
MAKE / MARQUE VANR	MODEL / MODÈLE VXP
YEAR / ANNÉE 24	EXPIRY DATE / DATE D'EXPIRATION NO EXPIRY
NAME / NOM 8438048 CANADA INC.	ADDRESS / ADRESSE 6 DAROU CRES
OFFICE / BUREAU MALDEN / MALDEN, ONTARIO	FOLD HERE / PLIER ICI ↳
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365523



Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Minister of Transportation
Ministre des Transports

Detach here /
Détachez ici



This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Minister of Transportation
Ministre des Transports

Detach here /
Détachez ici

**Change of address /
Changement d'adresse**

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi d'aviser le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement on si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyer-le au :
ServiceOntario
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	84713
Name	Third Party []
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

**Plate Owner Address Change Notice /
Avis de changement d'adresse du propriétaire de la plaque**

Street name & No. or lot, conc & hwp / N° et rue, ou lot conc. et camion		City / Town, Village / Ville ou Village		Apt no. / N° d'app	
Postal code / Code postal				Issue Date	
<input type="checkbox"/> Mailing address as above: if no, complete mailing address on reverse. / Adresse postale identique, si non, remplir l'espace au verso.				Office Use Only / À l'usage du bureau	
Name / Nom 8438048 CANADA INC.		R.I.N. / N.I.T. 184721081		Office No.	
Signature		Stock Issued			

For address change, detach here. / Pour changement d'adresse, détachez ici.



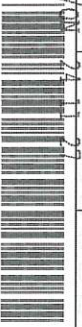
TRL - FIT

PLATE PLAQUE 24333M

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VÉHICULE

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

BRAND - NONE	PLATED
V.I.N. / N.I.V. 5V8VC5323RT401784	R.I.N. / N.I.T. 184721081
MAKE / MARQUE VANR	MODEL / MODÈLE VXP
CYL. / CIL. 2	YEAR / ANNÉE 24
AXLES / ESSIEUX 2	VEH.WT. / POIDS 06800
NAME / NOM 8438048 CANADA INC.	BODY TYPE / TYPE DE CARROSSERIE TP
ADDRESS / ADRESSE AMG GLOBAL	
6 DAROU CRES	
BRAMPTON, ONTARIO	
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365525



Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Detach here / Détachez ici

Minister of Transportation / Ministre des Transports



TRL PLATE PLAQUE 24333M

PERMIT - PLATE PORTION / CERTIFICAT DIMM - PLAQUE

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

ATTACHED	
V.I.N. / N.I.V. 5V8VC5323RT401784	R.I.N. / N.I.T. 184721081
MAKE / MARQUE VANR	MODEL / MODÈLE VXP
VALIDATE NO. / N° DE VALIDATION	EXPIRY DATE / DATE D'EXPIRATION
NO EXPIRY	NO EXPIRY
NAME / NOM 8438048 CANADA INC.	YEAR / ANNÉE 24
ADDRESS / ADRESSE AMG GLOBAL	
6 DAROU CRES	
BRAMPTON, ONTARIO	
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365525

Signature

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Minister of Transportation / Ministre des Transports

Change of address / Changement d'adresse /

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi d'aviser le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

*Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :

ServiceOntario
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	24712
Name	Third Party
Signature	

For address change, detach here. /
Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice / Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & twp / N° et rue, ou lot conc. et canton		Office Use Only / À l'usage du bureau	
City, Town, Village / Ville ou village		Office No.	
Apt no. / N° d'app		Issue Date	
Postal code / Code postal		Stock Issued	
<input type="checkbox"/> Mailing address as above; if no, complete mailing address on reverse. / Adresse postale identique; si non, remplir l'espace au verso.			
Name / Nom	Signature		
8438048 CANADA INC.			
R.I.N./N.I.T.			
184721081			

For address change, detach here. / Pour changement d'adresse, détachez ici.

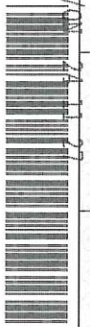


TRL - FIT PLATE PLAQUE 24329M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route
PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE	PLATED
VIN N.I.V. 5V8VC5323R7401445	R.I.N./N.I.T. 184721081
MAKE MARQUE VANR	MODELE VXP
YEAR ANNEE 24	VEH.WT. POIDS 06800
AXLES AXES 2	TYPE DE CARROSSERIE
NAME NOM 8438048 CANADA INC.	TY
ADDRESS ADRESSE AMG GLOBAL	
6 DAROU CRES	
BRAND MARQUE	
ONTARIO	
REG. NO. N° DE VALIDATION	
184721081	

PERMIT NO. / N° DE CERTIFICAT 00365521



OFFICE / BUREAU EFF. DATE / EN VIGUEUR

Detach here / Détachez ici

Minister of Transportation / Ministre des Transports



TRL PLATE PLAQUE 24329M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route
PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED	
VIN N.I.V. 5V8VC5323R7401445	R.I.N./N.I.T. 184721081
MAKE MARQUE VANR	MODELE VXP
YEAR ANNEE 24	VEH.WT. POIDS
AXLES AXES	TYPE DE CARROSSERIE
NAME NOM 8438048 CANADA INC.	TY
ADDRESS ADRESSE AMG GLOBAL	
6 DAROU CRES	
BRAND MARQUE	
ONTARIO	
REG. NO. N° DE VALIDATION	
184721081	

PERMIT NO. / N° DE CERTIFICAT 00365521



OFFICE / BUREAU EFF. DATE / EN VIGUEUR

Detach here / Détachez ici

Minister of Transportation / Ministre des Transports

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Change of address /

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi d'aviser le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement on si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :
ServiceOntario
 P.O. Box 9200 / CP 9200
 Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed

ID Number **847711**

Name **Third Party**

Signature

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice /
Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & lwp / N° et rue, ou lot conc. et camion

City / Town, Village / Ville ou Village

Prov. Postal code / Code postal

Appl no. / N° d'app

Office Use Only / À l'usage du bureau

Issue Date

Stock Issued

Mailing address as above: if no, complete mailing address on reverse. / Adresse postale identique: si non, remplir l'espace au verso.

Name / Nom **8438048 CANADA INC.**

R.I.N. / N.I.T. **184721081**

Signature

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FIT

PLATE PLAQUE **24334M**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route
 PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE PLATED

VIN N.I.V.	5V8VC5320RT401712	R.I.N. N.I.T.	184721081
MAKE MARQUE	VANR	MODEL MODÈLE	VXP
YEAR ANNÉE	24	VEH.WT POIDS	06800
TYRE		kg	
EXPIRY DATE DATE D'EXPIRATION		REG. GROSS WT POIDS BRUT ENK	
NO EXPIRY			

NAME NOM **8438048 CANADA INC.**

ADDRESS ADRESSE **AMG GLOBAL**

ADDRESS ADRESSE **6 DAROU CRES**

MAILING ADDRESS / POSTALE **BRAMPTON, ONTARIO**

OFFICE / BUREAU **L6R0N7**

EFF. DATE / EN VIGUEUR

PERMIT NO. / N° DE CERTIFICAT **00365526**



TRL PLATE PLAQUE **24334M**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route
 PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED

VIN N.I.V.	5V8VC5320RT401712	R.I.N. N.I.T.	184721081
MAKE MARQUE	VANR	MODEL MODÈLE	VXP
YEAR ANNÉE	24	VEH.WT POIDS	
TYRE		kg	
EXPIRY DATE DATE D'EXPIRATION		REG. GROSS WT POIDS BRUT ENK	
NO EXPIRY			

NAME NOM **8438048 CANADA INC.**

ADDRESS ADRESSE **AMG GLOBAL**

ADDRESS ADRESSE **6 DAROU CRES**

MAILING ADDRESS / POSTALE **BRAMPTON, ONTARIO**

OFFICE / BUREAU **L6R0N7**

EFF. DATE / EN VIGUEUR

PERMIT NO. / N° DE CERTIFICAT **00365526**

Vehicle Transfer - Seller must keep number plates and the personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Detach here / Détachez ici

Minister of Transportation
 Ministère des Transports

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Minister of Transportation
 Ministère des Transports

Change of address /

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi de déclarer le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail it. / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :

Servicecentre
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / A l'usage du bureau

ID Viewed	
ID Number	8438048
Name	Third Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice /

Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & twp / N° et rue, ou lot conc. et canton

City / Town, Village / Ville ou Village

Apt no. / N° d'app

Postal code / Code postal

Stock Issued

Signature

R.I.N./N.I.T. 184721081

8438048 CANADA INC.

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FIT

PLATE PLAQUE 24335M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE PLATED

VIN	5V8VC5322RT401789	R.I.N./N.I.T.	184721081
MAKE	VANR	MODEL	VXP
MARKET	POWER CARBURANT	COLOR	WHI
CYL	2	VEH.WT	06800
AXLES		REG. GROSS WT	
ESSEUX		POIDS BRUT ENR.	
NAME	8438048 CANADA INC.	YEAR	24
NOI		AMÉE	
ADDRESS	AMG GLOBAL	BOOY TYPE	
ADDRESS	6 DAROU CRES	TYPE DE CARROSSERIE	
ADDRESS		FTV	
ADDRESS POSSIBLE	BRANDTOWN, ONTARIO	NO DE VALIDATION	
		POIDS BRUT ENR.	
		DATE D'EXPIRATION	NO EXPIRY
		REG. GROSS WT	
		POIDS BRUT ENR.	

OFFICE / BUREAU

EFF. DATE / EN VIGUEUR

PERMIT NO. / N° DE CERTIFICAT 00365527

MINISTER OF TRANSPORTATION



TRL - FIT

PLATE PLAQUE 24335M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED

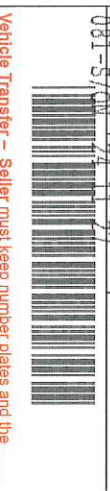
VIN	5V8VC5322RT401789	R.I.N./N.I.T.	184721081
MAKE	VANR	MODEL	VXP
MARKET	POWER CARBURANT	COLOR	WHI
CYL	2	VEH.WT	06800
AXLES		REG. GROSS WT	
ESSEUX		POIDS BRUT ENR.	
NAME	8438048 CANADA INC.	YEAR	24
NOI		AMÉE	
ADDRESS	AMG GLOBAL	BOOY TYPE	
ADDRESS	6 DAROU CRES	TYPE DE CARROSSERIE	
ADDRESS		FTV	
ADDRESS POSSIBLE	BRANDTOWN, ONTARIO	NO DE VALIDATION	
		POIDS BRUT ENR.	
		DATE D'EXPIRATION	NO EXPIRY
		REG. GROSS WT	
		POIDS BRUT ENR.	

OFFICE / BUREAU

EFF. DATE / EN VIGUEUR

PERMIT NO. / N° DE CERTIFICAT 00365527

MINISTER OF TRANSPORTATION



081-5-1111-22

Detach here / Détachez ici

Minister of Transportation
Ministre des Transports



24 11 27

Detach here / Détachez ici

Minister of Transportation
Ministre des Transports

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. Le acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

**Change of address /
Changement d'adresse**

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi d'aviser le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez

qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :

ServiceOntario
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	847709
Name	Third Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

**Plate Owner Address Change Notice /
Avis de changement d'adresse du propriétaire de la plaque**

Street name & No. or lot, conc & hwp / N° et rue, ou lot conc. et camion	City, Town, Village / Ville ou Village	Apt no. / N° d'app	Office Use Only / À l'usage du bureau
Postal code / Code postal		Issue Date	Office No.
Stock Issued			
<input type="checkbox"/> Mailing address as above: if no, complete mailing address on reverse. / Adresse postale identique: si non, remplir l'espace au verso.			Signature
Name / Nom	8438048 CANADA INC.		
R.I.N./N.I.T.	184721081		

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FITT

PLATE PLAQUE 24328M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VÉHICULE

BRAND - NONE	PLATED
VIN N.I.V. 5V8VC5327RT401447	R.I.N./N.I.T. 184721081
MAKE MARQUE VANR	MODEL MODELE VXP
YEAR ANNÉE 24	BODY TYPE TYPE DE CARROSSERIE
VEHICULT POIDS 06800	TYRE PNEUS
NAME NOM 8438048 CANADA INC.	
ADDRESS ADRESSE AMG GLOBAL	
6 DAROU CRES	
BRAMPTON, ONTARIO	
MAILING ADDRESS ADRESSE POSTALE	FOLD HERE / PLIER ICI →
	L6R0N7
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365520



TRL PLATE PLAQUE 24328M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM - PLAQUE

ATTACHED	
VIN N.I.V. 5V8VC5327RT401447	R.I.N./N.I.T. 184721081
MAKE MARQUE VANR	MODEL MODELE VXP
YEAR ANNÉE 24	EXPIRY DATE DATE D'EXPIRATION
NO EXPIRY	REG. GROSS WT. POIDS BRUT ENR.
NAME NOM 8438048 CANADA INC.	
ADDRESS ADRESSE AMG GLOBAL	
6 DAROU CRES	
BRAMPTON, ONTARIO	
MAILING ADDRESS ADRESSE POSTALE	FOLD HERE / PLIER ICI →
	L6R0N7
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365520

081-5/ON 24 11 27	00365520
Minister of Transportation Ministre des Transports	

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

081-5/ON 24 11 27	00365520
Minister of Transportation Ministre des Transports	

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Ontario law requires that this permit or a true copy be carried in the vehicle for which it was issued while the vehicle is being operated on a highway. / Selon la loi ontarienne, ce certificat ou une copie conforme doit toujours être dans le véhicule pour lequel il a été délivré lorsque ce véhicule circule sur la voie publique.

Change of address /

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi de notifier le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to your driver's licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail it. / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :

Servicecenter
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	2U7F08
Name	Third Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice / Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, cont. & hwp / N° et rue, ou lot cont. et centon	Office Use Only / À l'usage du bureau
City / Town, Village / Ville ou Village	Office No.
Apt no. / N° d'app	Issue Date
Postal code / Code postal	Stock Issued

Mailing address as above; if no, complete mailing address on reverse. / Adresse postale identique; si non, remplir l'espace au verso.

Name / Nom: 8438048 CANADA INC.
R.I.N. / N.I.T.: 184721081

Signature

For address change, detach here. / Pour changement d'adresse, détachez ici.

Ontario TRL - TT PLATE 24330M PLAQUE

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE PLATED

V.I.N. / N.I.V.	5V8VC532XRT401717	R.I.N. / N.I.T.	184721081
MAKE / MARQUE	VANR	MODEL / MODELE	VXP
CYL. / CYLINDRANT	POWER	COLOR / COULEUR	WHI
AXLES / AXES	2	S.I.C.H. / N° DE CLÉS	68002
NAME / NOM	8438048 CANADA INC.	YEAR / ANNÉE	24
ADDRESS / ADRESSE	AMG GLOBAL	VEH.WT. / POIDS	68002
ADDRESS / ADRESSE POSTALE	6 DAROU CRES	TYPE DE CARROSSERIE	68002
	LEBRON7		

OFFICE / BUREAU: EFF. DATE / EN VIGUEUR: PERMIT NO. / N° DE CERTIFICAT: 00365522

Minister of Transportation / Ministre des Transports

Ontario TRL PLATE 24330M PLAQUE

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED

V.I.N. / N.I.V.	5V8VC532XRT401717	R.I.N. / N.I.T.	184721081
MAKE / MARQUE	VANR	MODEL / MODELE	VXP
WARRANT NO. / N° DE VALIDATION		EXPIRY DATE / DATE D'EXPIRATION	NO EXPIRY
NAME / NOM	8438048 CANADA INC.	REG. GROSS WT. / POIDS BRUT ENR.	
ADDRESS / ADRESSE	AMG GLOBAL		
ADDRESS / ADRESSE POSTALE	6 DAROU CRES		
	LEBRON7		

OFFICE / BUREAU: EFF. DATE / EN VIGUEUR: PERMIT NO. / N° DE CERTIFICAT: 00365522

Minister of Transportation / Ministre des Transports

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Ontario law requires that this permit or a true copy be carried in the vehicle for which it was issued while the vehicle is being operated on a highway. / Selon la loi ontarienne, ce certificat ou une copie conforme doit toujours être dans le véhicule pour lequel il a été délivré lorsque ce véhicule circule sur la voie publique.

SR-LV-001 2023/02 (p) @ King's Printer for Ontario, 2023 / @ Imprimeur du Roi pour l'Ontario, 2023

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Ontario law requires that this permit or a true copy be carried in the vehicle for which it was issued while the vehicle is being operated on a highway. / Selon la loi ontarienne, ce certificat ou une copie conforme doit toujours être dans le véhicule pour lequel il a été délivré lorsque ce véhicule circule sur la voie publique.

SR-LV-001 2023/02 (p) @ King's Printer for Ontario, 2023 / @ Imprimeur du Roi pour l'Ontario, 2023

Change of address / Changement d'adresse

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi de notifier le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement de l'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyer-le au :

Servicecenter
P.O. Box 9200 / CP 9200
Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed	
ID Number	847707
Name	Third Party
Signature	

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice / Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & hwp / N° et rue, ou lot conc. et conc. et on		City, Town, Village / Ville ou Village		Apr no. / N° d'app	
Postal code / Code postal		Prov.		Issue Date	
<input type="checkbox"/> Mailing address as above: if no. complete mailing address on reverse. / Adresse postale Identique: si non, remplir l'espace au verso.		Name / Nom 8438048 CANADA INC.		Office No. / A l'usage du bureau	
R.I.N./N.I.T. 184721081		Signature		Stock Issued	

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FITT

PLATE PLAQUE 24327M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VEHICULE

BRAND - NONE	PLATED
VIN N.I.V. 5V8VC532XRT401720	R.I.N. N.I.T. 184721081
MAKE MARQUE VANR	MODEL MODELE VXP
YEAR ANNEE 24	VEH.WT. POIDS 06800
COLOUR COULEUR	TYPE DE CARROSSERIE
SI.C.S. N° DE S.I.C.S.	N° DE C.I.S.C.S.
NAME NOM 8438048 CANADA INC.	
ADDRESS ADRESSE AMG GLOBAL	
6 DAROU CRES	
MAILING ADDRESS ADRESSE POSTALE BRANTFORD, ONTARIO	FOLD HERE / PLIER ICI →
	L6R0N7
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365519

031-S/ON 24 11 27	
Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.	
Detach here / Détachez ici	
Minister of Transportation / Ministre des Transports	



TRL

PLATE PLAQUE 24327M

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT DIMM - PLAQUE

ATTACHED	
VIN N.I.V. 5V8VC532XRT401720	R.I.N. N.I.T. 184721081
MAKE MARQUE VANR	MODEL MODELE VXP
YEAR ANNEE 24	EXPIRY DATE DATE D'EXPIRATION
VEH.WT. POIDS	NO EXPIRY
NAME NOM 8438048 CANADA INC.	
ADDRESS ADRESSE AMG GLOBAL	
6 DAROU CRES	
MAILING ADDRESS ADRESSE POSTALE BRANTFORD, ONTARIO	FOLD HERE / PLIER ICI →
	L6R0N7
OFFICE / BUREAU	EFF. DATE / EN VIGUEUR
	PERMIT NO. / N° DE CERTIFICAT 00365519

031-S/ON 24 11 27	
This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.	
Detach here / Détachez ici	
Minister of Transportation / Ministre des Transports	

Ontario law requires that this permit or a true copy be carried in the vehicle for which it was issued while the vehicle is being operated on a highway. / Selon la loi ontarienne, ce certificat ou une copie conforme doit toujours être dans le véhicule pour lequel il a été délivré lorsque ce véhicule circule sur la voie publique.

APPENDIX G



Profile Report

B.J.S. TRANSPORT LTD. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	B.J.S. TRANSPORT LTD.
Ontario Corporation Number (OCN)	1466985
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 12, 2001
Registered or Head Office Address	8 Snowcap Road, Brampton, Ontario, L6R 1H9, Canada

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

V. Quintanilla W.

Director/Registrar

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

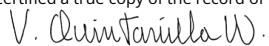
Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 5

Name HARMESH BAINS
Address for Service 29 Sagebrook Road, Brampton, Ontario, L6P2Y5, Canada
Resident Canadian Yes
Date Began August 08, 2008

Name JASVIR KAUR SHOKER
Address for Service 8 Snowcap Road, Brampton, Ontario, L6R1H9, Canada
Resident Canadian Yes
Date Began January 12, 2022

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



Director/Registrar

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

Active Officer(s)

Name

JASVIR KAUR SHOKER

Position

President

Address for Service

8 Snowcap Road, Brampton, Ontario, L6R1H9, Canada

Date Began

January 10, 2024

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

V. Quintanilla W.

Director/Registrar

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

Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

B.J.S. TRANSPORT LTD.

Effective Date

March 12, 2001

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

Name	GFS THE GROUP OF AMG
Business Identification Number (BIN)	1000816720
Registration Date	February 29, 2024
Expiry Date	February 27, 2029

Name	GFS GROUPS
Business Identification Number (BIN)	1001017320
Registration Date	September 25, 2024
Expiry Date	September 24, 2029

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Archive Document Package	October 15, 2024
CIA - Notice of Change PAF: JASVIR KAUR SHOKER	September 25, 2024
CIA - Notice of Change PAF: JASVIR KAUR SHOKER	July 31, 2024
CIA - Notice of Change PAF: JASVIR KAUR SHOKER	May 13, 2024
CIA - Notice of Change PAF: JASVIR KAUR SHOKER	March 04, 2024
Annual Return - 2006	October 25, 2007
Annual Return - 2005 PAF: HARMESH SINGH BAINS - DIRECTOR	August 14, 2006
Annual Return - 2004 PAF: DIRECTOR	July 07, 2005
CIA - Notice of Change PAF: HARMESH SINGH BAINS - DIRECTOR	January 14, 2005
Annual Return - 2002	June 07, 2003
BCA - Articles of Incorporation	March 12, 2001

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

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

V. Quintanilla W.

Director/Registrar

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

APPENDIX H







APPENDIX I

From: earl@trbbailiff.ca <earl@trbbailiff.ca>

Sent: December 23, 2024 6:52 AM

To: Boettger, Adam <aboettger@bdo.ca>; Nigel <Nigel@trbbailiff.ca>

Subject: [EXT] AMG - update - Attempt to Repossess Vehicles (Trucks and Trailers)

Hi Adam,

December 19

Attended 6950 Kenderry Gate, Mississauga, ON L5T 2S7

Currently occupied by new tenants - GFS

Spoke with GFS representative

Claims no connection to AMG currently

GFS used to work out of AMG's old office on Gibraltar

GFS currently works out of 455 Gibraltar temporarily (neighbouring building to AMG)

Main office at 6950 Kenderry Gate is under construction

Attended 425 Gibraltar Dr, Mississauga, ON L5T 2S9

Building and lot abandoned (Neighbouring GFS current office space)

In pursuit of the following unit - not found

2021 Hyundai 3H3V532C7MT400018

2021 Thermotech reefer

AMG Units @ 6950 Kenderry Gate:

Unit #772444 Reefer - Z78 70K

2021 Hyundai - 3H3V532K8NJ304077

Unit #772445 Reefer - T84 13H

2021 Hyundai - N/A

Unit #23210

Volvo - FN179944

Unit #12*

Volvo - HN956143

CA 74267

Freightliner - N/A

GFS Units:

Thermo King Reefer VIN plate appears to be removed

Unit 24737

Y74 75W

Unit 24729 - VIN plate appears to be removed

Thermo King Reefer - Y62 38V

Unit N/A - SSWD4389

Freightliner - PB 16437

Unit 13258 - PB 16439

Freightliner - SSWD 4391

Unit 13264 - PB16445

Freightliner - SSWD 4397

Unit 13235 - PA95835

Freightliner - N/A

Unit 13221 - PA82240

Freightliner - FLGB2553

Unit 2333 - PB12588

Freightliner - N/A

Unit 13242 - PB12585

International - N/A

Nigel,

TRB

APPENDIX J



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2024-10-17 1:06 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
Corporate name	Dénomination	
	14713737 CANADA INC.	
Corporation number	1471373-7	Numéro de société ou d'organisation
Business number	737585943	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2023-01-26 Loi canadienne sur les sociétés par actions (LCSA) - 2023-01-26	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	425 Gibraltar Drive Mississauga ON L5T 2S9 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	01-26	(MM-JJ) Date anniversaire
Filing period (MM-DD)	01-26 to/au 03-27	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Overdue 2024 En retard	
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Not available Pas disponible	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	5	Nombre actuel
Manmeet Kaur Shoker	6 Darou Crescent, Brampton ON L6R 0N7, Canada	
Daniel Piszko	4125 Uxbridge Lane, Mississauga ON L4W 3N1, Canada	
Narinder Singh Shoker	425 Gibraltar Drive, Mississauga ON L5T 2S9, Canada	
Azad Singh Goyat	50 John Carroll Drive, Brampton ON L6P 0J9, Canada	
Charalambos Keketisids	4125 Uxbridge Lane, Mississauga ON L4W 3N1, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2023-01-26 to present / à maintenant	14713737 CANADA INC.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2023-01-26	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
--	---

APPENDIX K



LAND
REGISTRY
OFFICE #20

24966-0022 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PART OF LOT 13, CONCESSION 3 NNS , PART 1 PLAN 20R21144 ; T/W 495088 CORRECTED BY 495745 ; MILTON/NELSON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE

1996/07/22

OWNERS' NAMES

14713737 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/07/22 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/07/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/07/19 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/07/22 **</p>					
119980	1961/01/25	BYLAW			
20R8453	1987/12/18	PLAN REFERENCE			
780844	1992/03/02	TRANSFER		*** COMPLETELY DELETED ***	TRENWITH, WILLIAM ALEXANDER TRENWITH, JUNE EDNA
HR271040	2004/03/18	CHARGE		*** COMPLETELY DELETED *** TRENWITH, JUNE EDNA TRENWITH, WILLIAM ALEXANDER	CIBC MORTGAGES INC., TRADING AS F
HR1455115	2017/05/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES	
REMARKS: HR271040.					
20R21144	2018/06/22	PLAN REFERENCE			

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



ServiceOntario

LAND
REGISTRY
OFFICE #20

24966-0022 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
HR1582033	2018/10/30	APL OF SURV-LAND		*** COMPLETELY DELETED *** TRENWITH, WILLIAM ALEXANDER	TRENWITH, JUNE EDNA
HR1582072	2018/10/30	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MILTON	
HR1584288	2018/11/07	TRANSFER		*** COMPLETELY DELETED *** TRENWITH, JUNE EDNA	TRENWITH, ROBERT ALAN TRENWITH, HEIDI
HR1584289	2018/11/07	APL ANNEX REST COV		TRENWITH, ROBERT ALAN TRENWITH, HEIDI	
HR1584290	2018/11/07	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TRENWITH, ROBERT ALAN TRENWITH, HEIDI	FARM CREDIT CANADA
HR1955251	2023/03/27	TRANSFER	\$9,450,000	TRENWITH, HEIDI TRENWITH, ROBERT ALAN	14713737 CANADA INC.
		REMARKS: PLANNING ACT STATEMENTS.			
HR1955252	2023/03/27	CHARGE	\$10,000,000	14713737 CANADA INC.	FARM CREDIT CANADA
HR2010967	2024/01/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA	
		REMARKS: HR1584290.			



ServiceOntario

LAND
REGISTRY
OFFICE #20

24966-0061 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PART OF LOTS 12, 13 & 14 CON 3 NELSON NS, PARTS 9,10,11 AND 12 PLAN 20R21144, T/W 495088 CORRECTED BY 495745; SUBJECT TO AN EASEMENT OVER 20R21144 AS IN 780845; SUBJECT TO AN EASEMENT OVER PART 12 PLAN 20R21144 AS IN 166213; TOWN OF MILTON

PROPERTY REMARKS:

PLANNING ACT CONSENT IN DOCUMENT HR1584286.

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 24966-0060

PIN CREATION DATE:

2018/12/27

OWNERS' NAMES

14713737 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2018/12/27 **					
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.					
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.					
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1996/07/22 **					
119980	1961/01/25	BYLAW			
HR411489	2005/09/13	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TRENWITH, ROBERT ALAN TRENWITH, WILLIAM LEWIS	ROYAL BANK OF CANADA
20R21144	2018/06/22	PLAN REFERENCE			
HR1582072	2018/10/30	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MILTON	
HR1584286	2018/11/07	TRANSFER	\$912,500	TRENWITH, WILLIAM LEWIS TRENWITH, ROBERT ALAN	TRENWITH, ROBERT ALAN TRENWITH, HEIDI
HR1584289	2018/11/07	APL ANNEX REST COV		TRENWITH, ROBERT ALAN TRENWITH, HEIDI	
HR1584290	2018/11/07	CHARGE		*** DELETED AGAINST THIS PROPERTY *** TRENWITH, ROBERT ALAN TRENWITH, HEIDI	FARM CREDIT CANADA

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
HR1617788	2019/04/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	
	<i>REMARKS: HR411489.</i>				
HR1955251	2023/03/27	TRANSFER	\$9,450,000	TRENWITH, HEIDI TRENWITH, ROBERT ALAN	14713737 CANADA INC.
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
HR1955252	2023/03/27	CHARGE	\$10,000,000	14713737 CANADA INC.	FARM CREDIT CANADA
HR2010967	2024/01/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA	
	<i>REMARKS: HR1584290.</i>				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

APPENDIX L













APPENDIX M

Change of address /

You are required by law to notify the ministry of transportation within six days of changing your address. / Vous êtes tenu par la loi d'aviser le ministère des transports dans les six jours suivant un changement d'adresse.

All vehicles registered to you at the address now on record will be changed to reflect the address requested by this notice. / Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement à votre dossier.

If this is not what you want, or you are a fleet operator, please take your notice of owner address change to any driver and vehicle licence office. / Si vous désirez qu'il en soit autrement on si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change. / Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le talon de changement d'adresse du permis de conduire.

Take this change notice to any driver and vehicle licence office, or mail to: / Veuillez présenter cet avis à un bureau de l'immatriculation et des permis de conduire ou envoyez-le au :
ServiceOntario
 P.O. Box 9200 / CP 9200
 Kingston ON K7L 5K4

IMPORTANT

Office Use Only / À l'usage du bureau

ID Viewed

ID Number **847711**

Name **Third Party**

Signature

For address change, detach here. / Pour changement d'adresse, détachez ici.

Plate Owner Address Change Notice /
Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & lwp / N° et rue, ou lot conc. et camion

City / Town, Village / Ville ou Village

Prov. **ON**

Postal code / Code postal

Appl no. / N° d'app

Office Use Only / À l'usage du bureau

Issue Date

Stock Issued

Mailing address as above: if no, complete mailing address on reverse. / Adresse postale identique: si non, remplir l'espace au verso.

Name / Nom **8438048 CANADA INC.**

R.I.N. / N.I.T. **184721081**

Signature

For address change, detach here. / Pour changement d'adresse, détachez ici.



TRL - FIT

PLATE PLAQUE **24334M**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route
PERMIT - VEHICLE PORTION / CERTIFICAT DIMM. - VÉHICULE

BRAND - NONE **PLATED**

VIN N.I.V. **5V8VC5320RT401712** R.I.N. N.I.T. **184721081**

MAKE MARQUE **VANR** MODEL MODELE **VXP** YEAR ANNEE **24** BODY TYPE TYPE DE CARROSSERIE **06800** kg

WATING NO. N° DE VALIDATION

ADDRESS ADRESSE **6 DAROU CRES**

MAILING ADDRESS / POSTALE **BRAMPTON, ONTARIO** FOLD HERE / PLIER ICI → **L6R0N7**

OFFICE / BUREAU **00365526**

EFF. DATE / EN VIGUEUR



TRL PLATE PLAQUE **24334M**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route
PERMIT - PLATE PORTION / CERTIFICAT DIMM. - PLAQUE

ATTACHED

VIN N.I.V. **5V8VC5320RT401712** R.I.N. N.I.T. **184721081**

MAKE MARQUE **VANR** MODEL MODELE **VXP** YEAR ANNEE **24**

WATING NO. N° DE VALIDATION

ADDRESS ADRESSE **6 DAROU CRES**

MAILING ADDRESS / POSTALE **BRAMPTON, ONTARIO** FOLD HERE / PLIER ICI → **L6R0N7**

OFFICE / BUREAU **00365526**

EFF. DATE / EN VIGUEUR

Vehicle Transfer - Seller must keep number plates and the plate portion of this permit. Buyer must receive the vehicle portion. Personal identification must be presented to transfer vehicle. / Transfert de véhicule - Le vendeur doit garder les plaques d'immatriculation et la partie de ce certificat relative aux plaques. L'acheteur doit recevoir la partie relative au véhicule. Une pièce d'identité doit être présentée pour le transfert de véhicule.

Detach here / Détachez ici

Minister of Transportation
 Ministre des Transports

This plate portion must be signed by the owner to be valid. / Le certificat d'immatriculation-plaque doit être signé par le propriétaire pour être valide.

Signature

Minister of Transportation
 Ministre des Transports

APPENDIX N

FASKEN

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

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

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

December 17, 2024

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

By Email (djaswal@jaswallaw.com)

JASWAL LAW
201 City Centre Drive, Suite 200
Mississauga, ON L5B 2T4
Attention: Dhanbir Jaswal

Dear Mr. Jaswal

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

We write further to our letter of December 4, 2024, and your response dated December 6, 2024 (the “**December 6 Letter**”).

As you know, BDO Canada Limited was appointed as the Court-appointed Receiver and Manager of AMG (in such capacity, the “**Receiver**”) pursuant to the Order of Justice Black dated December 4, 2024 (the “**Receivership Order**”). The Receiver has been in contact with your client for, among other things, the purpose of identifying, cataloguing, and taking possession of vehicles over which AMG’s secured creditors have asserted a security interest.

Notwithstanding your client’s obligation in the Receivership Order to cooperate with the Receiver, there have been several instances where your client has either withheld information from the Receiver or failed to provide full responses to the Receiver. As a result of your client’s failure or refusal to provide the Receiver with the information it requires, the Receiver demands that your client make himself available to be examined under oath. Please provide his availability for an examination at the earliest available date, and in any event, by no later than December 23, 2024.

Without being exhaustive, the Receiver directs you to the following instances where your client has failed to cooperate with the Receiver:

1. In the December 6 Letter, you advised that all vehicles leased by AMG are located at 425 Gibraltar Drive, Mississauga, Ontario, and purported to attach the ownership for all leased vehicles. To date, the Receiver has recovered only 13 vehicles (trucks and trailers), despite there being approximately 109 registrations in respect of specific vehicles under the Ontario *Personal Property Security Act* (“**PPSA**”) which appear to have been financed by

various secured lenders. Your client has not provided the Receiver with information regarding the location of the missing vehicles.

2. In the December 6 Letter, you advised that the vehicles over which Daimler Truck Financial Services Canada Corporation (“**Daimler**”) has asserted a security interest had been returned to Daimler or seized by its appointed bailiff. Daimler confirmed that your client’s statement is false and that your client has not allowed Daimler to pick up or remove the vehicles and has not cooperated with Daimler in disclosing the locations of the vehicles.
3. Your client has failed or refused to provide the Receiver with accurate information regarding the location of the vehicles against which Canadian Western Bank has registrations under the PPSA. Canadian Western Bank has 51 PPSA registrations in respect of specific vehicles, and to date, the Receiver has only recovered 7 of those vehicles.
4. Your client has failed to provide the Receiver with information about AMG’s employees or the location of its books and records.

Your client’s failure to cooperate with the Receiver is interfering with the Receiver’s Court-ordered mandate, and is contrary to his obligations in the Receivership Order.

If your client does not immediately disclose the location of the missing vehicles, or make himself available for an examination under oath on or prior to December 23, 2024, the Receiver will bring a motion at the earliest available date to hold him in contempt of the Receivership Order.

We trust that you will give this matter your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP



Dylan Chochla

DC/jlc

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

APPENDIX O

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

No.	Status	Serial Number	Year	Make/Model	Type	Location/AMG Comments
1	Active	1FUJGLD5XELFN9273	2014	FREIGHTLINER CASCADIA CA125SLP	Motor	Returned to BDO
2	Active	1FUJHHDR1KLJ28957	2019	FREIGHTLINER CASCADIA	Motor	Returned to BVD
3	Active	1FLUHHDR1KLKN4539	2019	FREIGHTLINER CASCADIA	Motor	Returned to BVD
4	Active	1FUJHHDR4NLMX0762	2022	FREIGHTLINERFM2	Motor	Taken by Bailiff of Daimler
5	Active	1FUJHHDR5MLMD3830	2021	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
6	Active	1FUJHHDR6NLMX0763	2022	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
7	Active	1GRAA0629GW700610	2016	GREAT DANEREEFER TRAILER	Motor	Has reviewed records and is not aware of this unit, but will continue to check
8	Active	1GYS4FKTXPR202044	2023	CADILLACESCALADE 4X4 SQ	Motor	Returned to the leasing company
9	Active	1JJV532B2FL866000	2015	WABASH 53' TRAILER	Motor	Has reviewed records and is not aware of this unit, but will continue to check
10	Active	1JJV532B2NL255348	2022	WABASH REEFER CARRER 7500X4	Motor	Returned to Breadner Trailers
11	Active	1TA144024C1104147	8.25	THEURER TRIAXLE	Motor	Returned to Interpool INC
12	Add	1UYVS2531K6763824	2019	UTILITY REEFER TRAILER	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
13	Active	1UYVS2534K6763820	2019	UTILITY REEFER	Motor	Returned to Meridian
14	Active	1UYVS3532P6804202	2023	UTILITY TRAILER	Motor	Returned to Daimler
15	Active	1UYVS3536P6804204	2023	UTILITY TRAILER	Motor	Returned to Daimler
16	Add	1XKYDP9XDRJ974508	2024	KENWORTH KENWORTH T680	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
17	Add	1XKYDP9X2RJ974509	2024	KENWORTH KENWORTH T680	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
18	Add	1XPBDP9X1PD879192	2023	PETERBILT PETERBILT 579	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
19	Active	2SHSR5323RS003250	2024	CIMC COOL GLOBE	Motor	Returned to the leasing company
20	Active	2SHSR5325RS003248	2024	CIMC53 TRAILER	Motor	Returned to the leasing company
21	Active	2SHSR5327RS003249	2024	CMC53 TRAILER	Motor	Returned to the leasing company
22	Active	2SHSR5327RS508563	2023	CMC THERMO KING G-600	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
23	Active	3AKJHHDR0MSMF6050	2021	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
24	Active	3AKJHHDR0NSNE3822	2022	FREIGHTLINER CASCADIA	Motor	Returned to BVD
25	Active	3AKJHHDR1KSJX9393	2019	FREIGHTLINER CASCADIA	Motor	Returned to BVD
26	Active	3AKJHHDR1KSKC5588	2019	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
27	Active	3AKJHHDR1RSUL9916	2024	FREIGHTLINER CASCADIA	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
28	Active	3AKJHHDR2LSLR4489	2020	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
29	Active	3AKJHHDR2MSLX5636	2021	FREIGHT FM2	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
30	Active	3AKJHHDR3RSUL9917	2024	FREIGHTLINER CASCADIA	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
31	Active	3AKJHHDR5KSKJ1021	2019	FREIGHTLINER CASCADIA	Motor	Returned to the leasing company
32	Active	3AKJHHDR6LSLX7002	2020	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
33	Active	3AKJHHDR6MSMF6120	2021	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
34	Active	3AKJHHDR6RSUL9913	2024	FREIGHTLINER CASCADIA	Motor	AMG cannot locate the details of this unit, and is unaware, but will continue to check its records
35	Active	3AKJHHDR7LSKX0475	2020	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
36	Active	3AKJHHDR9KSKC5399	2019	FREIGHTLINER CASCADIA	Motor	Taken by Bailiff of Daimler
37	Active	3H3V532COMT400023	2021	HT THERMOTECH	Motor	Returned to Breadner Trailers
38	Active	3H3V532C5MT400017	2021	HT THERMOTECH	Motor	Returned to Breadner Trailers
39	Active	3H3V532C7MT400018	2021	HT THERMOTECH	Motor	Returned to Breadner Trailers
40	Active	3H3V532C7MT400021	2021	HT THERMOTECH	Motor	Returned to Breadner Trailers
41	Active	3H3V532C9MT400019	2021	HT THERMOTECH	Motor	Returned to Breadner Trailers
42	Add	3H3V532K1NJ304079	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
43	Active	3H3V532K1NJ304082	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
44	Active	3H3V532K2NJ030021	2022	HYUNDAI DRY VAN	Motor	Returned to the leasing company
45	Add	3H3V532K2NJ304074	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
46	Add	3H3V532K2NJ304075	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
47	Add	3H3V532K2NJ304076	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
48	Add	3H3V532K2NJ304077	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
49	Add	3H3V532K2NJ304078	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
50	Add	3H3V532K2NJ304079	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers

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

No.	Status	Serial Number	Year	Make/Model	Type	Location/AMG Comments
51	Add	3H3V532K2NJ304080	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
52	Add	3H3V532K2NJ304081	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
53	Add	3H3V532K2NJ304082	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
54	Add	3H3V532K2NJ304083	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
55	Active	3H3V532K3NJ304083	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
56	Active	3H3V532K4NJ304075	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
57	Active	3H3V532K6NJ304076	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
58	Active	3H3V532K8NJ304077	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
59	Active	3H3V532K8NJ304080	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
60	Active	3H3V532KXNJ304078	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
61	Active	3H3V532KXNJ304081	2022	HYUNDAI REEFER THERMOKING G-600	Motor	Returned to Breadner Trailers
62	Active	4V4NC9EH0LN258319	2020	VOLVOVN	Motor	Taken by Bailiff of Daimler
63	Active	4V4NC9EH0MN282945	2019	VOLVO 640	Motor	Taken by Bailiff of Daimler
64	Active	4V4NC9EH1KN904918	2021	VOLVO 760	Motor	Returned to the leasing company
65	Active	4V4NC9EH1LN226513	2020	VOLVOVNV	Motor	Returned to BDO
66	Active	4V4NC9EH3JN996208	2018	VOLVOVNL 760 TRUCK	Motor	Returned to the leasing company
67	Active	4V4NC9EH4NN297675	2022	VOLVOVNV	Motor	Returned to BDO
68	Active	4V4NC9EH6KN905949	2019	VOLVOVNV	Motor	Returned to the leasing company
69	Active	527SR5320FL029296	2023	CMC THERMO KING	Motor	Returned to BVD
70	Active	527SR5320PM028931	2023	VANGUARD 7500	Motor	Taken by Bailiff of Daimler
71	Active	527SR5321PL029291	2023	CMC THERMO KING	Motor	Returned to BVD
72	Active	527SR5322PM028919	2023	VANGUARD 7500	Motor	Taken by Bailiff of Daimler
73	Active	527SR5323PL029292	2023	CMC THERMO KING	Motor	Returned to BVD
74	Active	527SR5323PL136855	2023	CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
75	Active	527SR5325PL029293	2023	CIMC THERMO KING	Motor	Returned to BVD
76	Active	527SR5325PM028929	2023	VANGUARD 7500	Motor	Taken by Bailiff of Daimler
77	Active	527SR5328PL029224	2023	CMC THERMO KING	Motor	Returned to BVD
78	Active	527SR5328PL146852	2023	CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
79	Add	527SR5328PL146902	2023	CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
80	Active	527SR5328PL148214	2023	CMCREEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
81	Add	527SR5328PL148858	2023	CMCREEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
82	Add	527SR5328PL168723	2023	CMC REEFER TRAILER	Motor	Last known address was at Vintage Logistics located at 18714 West Peak Road, Laredo TX
83	Active	527SR5329PM028920	2023	VANGUARD 7500	Motor	Taken by Bailiff of Daimler
84	Active	527SR532XPL029290	2023	CMC THERMO KING	Motor	Returned to BVD
85	Active	5KJJBHDR3MLMT5821	2021	WESTERN STAR 5700 XE	Motor	Taken by Bailiff of Daimler
86	Active	5KJJBHDR4MLMT7030	2021	WESTERN STAR 5700XE	Motor	Taken by Bailiff of Daimler
87	Active	5KJJBHDR6MLMT7031	2021	WESTERN STAR 5700XE	Motor	Taken by Bailiff of Daimler
88	Active	5KJJBHDR8MLMT7029	2021	WESTERN STAR 5700 XE	Motor	Taken by Bailiff of Daimler
89	Add	5V8VC5320RT401712	2024	VANGUARD VXP 53'	Motor	Returned to BDO
90	Active	5V8VC5321PM304493	2023	VANGUARD DRY VAN	Motor	Returned to BVD
91	Add	5V8VC5322RT401789	2024	VANGUARD VXP 53'	Motor	Returned to BDO
92	Add	5V8VC5323RT401445	2024	VANGUARDVXP 53'	Motor	Returned to BDO
93	Add	5V8VC5323RT401784	2024	VANGUARDVXP 53'	Motor	AMG believes this is with a third party carrier, and will reach out to carriers to confirm
94	Active	5V8VC5325PM304500	2023	VANGUARD DRY VAN	Motor	Returned to BVD
95	Add	5V8VC5325RT401446	2024	VANGUARD VXP53'	Motor	AMG believes this is with a third party carrier, and will reach out to carriers to confirm
96	Active	5V8VC5326PM304487	2023	VANGUARD DRY VAN	Motor	Returned to BVD
97	Add	5V8VC5326RT401715	2024	VANGUARDVXP53	Motor	Located at the Sarnia Border with the CBSA
98	Add	5V8VC5327RT401447	2024	VANGUARDVXP53	Motor	Returned to BDO
99	Active	5V8VC5328PM304488	2023	VANGUARD DRY VAN	Motor	Returned to BVD
100	Add	5V8VC5328RT401716	2024	VANGUARD VXP 53	Motor	Returned to BDO

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

No.	Status	Serial Number	Year	Make/Model	Type	Location/AMG Comments
101	Add	5V8VC532XRT401717	2024	VANGUARD VXP 53	Motor	Returned to BDO
102	Add	5V8VC532XRT401720	2024	VANGUARD VXP 53	Motor	Returned to BDO
103	Active	6001163419	2015	THERMOKING SB330	Motor	Returned to the leasing company
104	Active	C6157	2022	TOYOTA 8FGCU25	Motor	Returned to the leasing company
105	Active	SCBGU3ZA1GC052149	2016	BENTLEY CONTINENTAL	Motor	Returned to the leasing company
106	Active	VAP91748351	2024	CARRERREIFER	Motor	Returned to the leasing company
107	Active	VAP91748392	2024	CARRIERX47500	Motor	Returned to the leasing company
108	Active	VAP91749393	2024	CARRIERREEFER	Motor	Returned to the leasing company
109	Active	WDCYC5FF2HX280553	2017	MERCEDES-BENZ G550 4X4	Motor	Returned to the leasing company

APPENDIX P

Burrowes, Stephanie

From: David Powrie <dpowrie@evangelista.ca>
Sent: December 17, 2024 5:42 PM
To: Burrowes, Stephanie; Marcello Masi
Cc: Boettger, Adam
Subject: [EXT] RE: 8438048 Canada Inc. o/a AMG Global, in Receivership
Attachments: ISSUED Statement of Claim 25-OCT-2024.pdf

Stephanie – Your email to Marcello has been forwarded to me for a response.

We are seeking the recovery of only one unit: 2013 CIMC Cook Globe CR8000B (2SHSR5323RS003250) W Carrier X4 7500 (VAP91748392)

Attached is a copy of our Statement of Claim (our file 2401294), which has been issued and served.

We have not yet recovered this unit. We would appreciate your assistance in locating it.

David Powrie
(he/him/his)
Partner

d: 416-363-5587



Evangelista
Barristers & Solicitors
199 Bay Street, Suite 4110
P.O. Box 334
Commerce Court Postal Station
Toronto, ON M5L 1G2

CONFIDENTIALITY NOTE

This electronic transmission, including all attachments, is directed in confidence solely to the person(s) to which it is addressed, or an authorized recipient, and may not otherwise be distributed, copied or disclosed. The contents of the transmission may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed and are not waived. If you have received this transmission in error, please notify the sender immediately by return electronic transmission and then immediately delete this transmission, including all attachments, without copying, distributing or disclosing same.

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: Tuesday, December 17, 2024 4:02 PM
To: Marcello Masi <mmas@tfgfinancial.com>
Cc: Boettger, Adam <aboettger@bdo.ca>
Subject: 8438048 Canada Inc. o/a AMG Global, in Receivership

CAUTION: This email is from an external source. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marcello,

I hope you are doing well.

I'm reaching out because BDO has recently been appointed as Receiver of 8438048 Canada Inc. o/a AMG Global. I've attached a copy of our Court Order and Notice of Receiver for your records

On the PPSA there seems to be several registrations against certain VINS by TFG. I wanted to confirm if you have taken any action to reclaim any of your trucks/trailers from this Company. If so, have you been able to repossess any of the vehicles, or have you released them to any other entity? The Company has advised us that some of the secured creditors have sent bailiffs who have reclaimed the trucks/trailers on their behalf. We are trying to confirm if this is the case or not.

Thank you for your help,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

BDO is a proud sponsor of Golf Canada
BDO est fier de commanditer Golf Canada



BDO is proud to be among Canada's Top 100 Employers
BDO est fier d'être l'un des 100 meilleurs employeurs du Canada



The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court seal)

TFG FINANCIAL CORPORATION

Plaintiff

and

8438048 CANADA INC. dba AMG GLOBAL
and NARINDER SINGH SHOKER

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

-2-

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,500 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

Date

Issued.....

Local registrar

Address of court office:
7755 Hurontario Street
Brampton, Ontario L6W 4T1

TO: 8438048 Canada Inc. DBA AMG
Global
6 Darou Cres
Brampton, Ontario
L6R 0N7

Or

1 Billy Crt
Caledon, Ontario
L7C 3X4

AND TO: NARINDER SINGH SHOKER
1 Billy Crt
Caledon, Ontario
L7C 3X4

-3-

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

CLAIM

1. The Plaintiff, TFG Financial Corporation (hereinafter referred to as “TFG”), claims against the Defendants for:

- a. Judgement in the full amount owing under Lease Agreement 741863, presently being estimated at \$185,000 but continuing to accrue under Lease Agreement 741863 as hereinafter described;
- b. An Order that the Defendants immediately deliver to the Plaintiff the following equipment (the “Equipment”):

**2024 CIMC Cool GlobeCR8000B Reefer S/N: 2SHSR5323RS003250
C/W Carriers X4 7500 SN VAP91748392**
- c. Expenses incurred by the Plaintiff relating to the Default of the Defendants under Lease Agreement 741863, including but not limited to the costs incurred and to be incurred in the repossession and remarketing of the subject asset, in an amount to be confirmed prior to Trial;
- d. Legal costs incurred in this action;
- e. Pre-Judgment interest at the contractual rate or, alternatively, pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- f. Post-judgment interest at the contractual rate or, alternatively, pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

-4-

g. Such further and other relief as counsel may advise and this Court considers just.

2. TFG Financial Corporation (“TFG”) is a federal corporation with its head office in Burnaby, British Columbia and with offices throughout Canada, including Ontario. TFG carries on business as a finance and leasing company in Canada. TFG serves numerous sectors including manufacturing, heavy equipment, aircraft, and transportation.
3. The Defendant, 8438048 Canada Inc. dba AMG Global is a Federal corporation with its registered office in Brampton, Ontario. As described in more detail below, 8438048 Canada Inc. DBA AMG Global is a lessee to the Plaintiff under Lease Agreement 741863.
4. The Defendant, Narinder Singh Shoker, resides in Caledon, Ontario. At all material times, Narinder Singh Shoker was an officer and/or director and the directing mind of 8438084 Canada Inc. DBA AMG Global, as well as a co-lessee to the Plaintiff under Lease Agreement 741863.

Lease Agreement 741863

5. The Plaintiff states and the fact is that on or about June 26, 2023, TFG as lessor entered into a lease agreement with 8438084 Canada Inc. DBA AMG Global, Narinder Singh Shoker (collectively the “Lessee Defendants”), identified as Lease 741863 (“Lease Agreement 741863”).
6. The Plaintiff states and the fact is that the Lease was for a term of seventy-three (73) months and pertained to the following equipment:

-5-

**2024 CIMC Cool GlobeCR8000B Reefer S/N: 2SHSR5323RS003250
C/W Carriers X4 7500 SN VAP91748392**

7. The Plaintiff states and the fact is that Lease Agreement 741863 required that the Lessee Defendants make an initial payment of \$14,351.00, and thereafter, make monthly payments for the next seventy-two (72) months in amounts specified in Lease Agreement 741863.
8. The Plaintiff states and the fact is that the Lease includes specific terms and conditions, both of which include the following particular clauses:

5. RENT: Lessee shall pay to Lessor the Rent as set out in the Payment Terms as follows: first rental payment upon the Lease Commencement Date and subsequent rental payments on the first day of each month thereafter, or other calendar period indicated in the Payment Terms, throughout the Term Rent and any other amounts due are payable without set off or abatement and in no event shall Rent be refunded to Lessee...

...

9. TITLE: Lessor shall at all times have exclusive title to the Equipment. Lessee shall have no right, title or interest in the Equipment other than the right of possession and use during the Term upon the terms and conditions herein contained. Lessee shall at Lessor's request place labels, plates or other identification on the Equipment showing Lessor's title thereto as Lessor may request.

13. EQUIPMENT TO BE KEPT FREE OF ALL LIENS, LEVIES AND CHARGES: Lessee shall keep the Equipment free of levies, liens and encumbrances, and shall pay all license fees, registration fees, assessments, charges and taxes...

14. ASSIGNMENTS AND SUBLETTING: Lessee shall not transfer, deliver up possession of, or sublet the Equipment, and the Lease hereby granted shall not be assignable by Lessee without written permission of Lessor...

20. DEFAULT: Each of the following is an act of default:

- (a) Lessee fails to pay any Rent or any other sum after the same is due and payable hereunder or under any other agreement between Lessee and Lessor; or
- (b) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder, or under any other agreement between Lessee and Lessor, and such failure shall continue unremedied for a period of 10 days after written notice thereof by Lessor;

...

-6-

9. The Plaintiff pleads and relies upon all terms and conditions contained in Lease Agreement 741863. The Plaintiff further states that all terms and conditions of Lease Agreement 741863 were accepted by the Lessee Defendants and are commercially reasonable.
10. The Plaintiff states and the fact is that the Equipment was delivered to the Lessee Defendants and received in good condition as ordered and was fully assembled, installed, tested, etc. as applicable, was operating in accordance with manufacturers' specifications, and was unconditionally accepted by the Lessee Defendants, on or around June 26, 2023.

Default of Lease Agreement 741863

11. The Plaintiff states and the fact is that the Lessee Defendants made the initial payment as contemplated by Lease Agreement 741863 and subsequent monthly payment, until failing to make the payment on February 1, 2024 as contemplated by Lease Agreement 741863. Accordingly, as at that time, the Defendants were in default under the terms of Lease Agreement 741863.
12. The Plaintiff states and the fact is that the failure of the Lessee Defendants to make the necessary payments as contemplated by Lease Agreement 741863 constitutes a Default within the meaning of Lease Agreement 741863.
13. The Plaintiff states and the fact is that the Lessee Defendants have failed to rectify the Default.
14. The Plaintiff states and the fact is that the Plaintiff has made demands to the Lessee Defendants advising of the default and demanding payment of amounts owing. The

-7-

Plaintiff states and the fact is that insufficient payment has been made despite those demands.

15. As of October 24, 2024 the amount owing under Lease Agreement 741863 was \$177,231.80 which amount will continue to accrue per the terms of Lease Agreement 741863. The Plaintiff will provide an updated quantum of damages in advance of Trial.

Failure or Refusal to Deliver Equipment

16. The Plaintiff states and the fact is that despite the default and the demands of the Plaintiff that Equipment that is the subject of Lease Agreement 741863 be returned to the Plaintiff, the Defendants have failed to return Equipment as described in Lease Agreement 741863.
17. The Plaintiff has continued to incur costs relating to its efforts to recover the Equipment.
18. The Plaintiff states and the fact is that Lease Agreement 741863 reviewed, acknowledged, and signed by the Lessee Defendants includes an indemnity clause which states as follows:

19. Indemnity: Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs (including taxable costs on a solicitor and client basis) and expenses (including actual legal fees and disbursements incurred by Lessor) claims and damages whatsoever arising in connection with this Lease, the purchase order, the Equipment and the use thereof, including but not limited to its manufacture, selection, purchase, delivery, possession, use, operation or return and recovery of claims under any insurance policy relating to the Equipment and enforcement of the rights of Lessor hereunder. This indemnity shall survive the termination of this Lease.

19. The Plaintiff states and the fact is that it has attempted to and has mitigated its damages to the extent possible under the circumstances. As a result of the breach of contract by the

-8-

Lessee Defendants, described herein, the Plaintiff has incurred expenses for which the Lessee Defendants are liable, the particulars of which will be provided prior to Trial.

20. The Plaintiff requests that this action be tried in Brampton, Ontario.

October 25, 2024

EVANGELISTA
Barristers & Solicitors
199 Bay Street, Suite 4110
P.O. Box 334 Commerce Court
Toronto, ON M5L 1G2

David W. Powrie (496500)
Tel: 416-363-3271
Fax: 416-363-9111

Lawyers for the Plaintiff

TFG FINANCIAL CORPORATION

-and- 8438048 CANADA INC. dba AMG GLOBAL et al.

Plaintiff

Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON

STATEMENT OF CLAIM

EVANGELISTA
Barristers & Solicitors
199 Bay Street, Suite 4110
P.O. Box 334
Commerce Court Postal Station
Toronto, ON M5L 1G2

David W. Powrie (49650-O)
dpowrie@evangelista.ca
Tel: Direct Line: 416-363-5587
Fax: 416-363-9111

Lawyers for the Plaintiff

APPENDIX Q

Burrowes, Stephanie

From: service@bvdequipment.com
Sent: December 18, 2024 9:32 AM
To: Burrowes, Stephanie; Yash Mehrotra
Cc: Boettger, Adam; Kevin Westfall; Pathik Baxi; Navjot Minhas
Subject: [EXT] RE: 8438048 Canada Inc. o/a AMG Global, in Receivership
Attachments: 8438048 Canada Inc. units.xlsx

Good day,

Please see attached the excel in which all units of AMG are mentioned.
The ones which we have are repossessed and others we were not able to locate.

Thanks and regards,

BVD Equipment Finance Inc.



T: 416.848.4101
E: service@bvdequipment.com

8177 Torbram Rd.
Brampton Ontario L6T 5C5
www.bvdgroup.com



This e-mail, and any attachments, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout.

From: Kevin Westfall <kwestfall@bvdcapital.com>
Sent: Wednesday, December 18, 2024 8:45 AM
To: Burrowes, Stephanie <sburrowes@bdo.ca>; Yash Mehrotra <yash.mehrotra@bvdgroup.com>
Cc: Boettger, Adam <aboettger@bdo.ca>; Pathik Baxi <pathik@sdslawfirm.com>; service@bvdequipment.com; Navjot Minhas <nminhas@bvdtrucksales.com>
Subject: RE: 8438048 Canada Inc. o/a AMG Global, in Receivership

Good morning Stephanie and thanks for reaching out. To confirm, we have taken action to recover the equipment. I have attached the endorsement obtained, along with the defendants Notice of Appeal. To confirm, we have not been able to recover all of our equipment. I have copied our service team, who can provide the details of the equipment that remains outstanding.

Season's greetings and best regards,

Kevin

T: 416.848.4101 Ext: 430
E: kwestfall@bvdcapital.com

8177 Torbram Rd.
Brampton Ontario L6T 5C5
www.bvdgroup.com



This e-mail, and any attachments, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout.

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: Tuesday, December 17, 2024 3:58 PM
To: Yash Mehrotra <yash.mehrotra@bvdgroup.com>; Kevin Westfall <kwestfall@bvdcapital.com>
Cc: Boettger, Adam <aboettger@bdo.ca>
Subject: 8438048 Canada Inc. o/a AMG Global, in Receivership

You don't often get email from sburrowes@bdo.ca. [Learn why this is important](#)

Hi Kevin and Yash,

As you may be aware, BDO has recently been appointed as Receiver of 8438048 Canada Inc. o/a AMG Global. I've attached a copy of our Court Order and Notice of Receiver for your records

On the PPSA there seems to be several registrations against certain VINS by BVD. I wanted to confirm if you have taken any action to reclaim any of your trucks from this Company. If so, have you been able to repossess any of the vehicles, or have you released them to any other entity? The Company has advised us that some of the secured creditors have sent bailiffs who have reclaimed the trucks/trailers on their behalf. We are trying to confirm if this is the case or not.

Thank you for your help,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

BDO is a proud sponsor of Golf Canada
BDO est fier de commanditer Golf Canada

BDO is proud to be among Canada's Top 100 Employers
BDO est fier d'être l'un des 100 meilleurs employeurs du Canada



The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

Obligor		Deal Id	Year	Make	Model	VIN
8438048 Canada Inc.	AMG	21127	2023	CIMC	COOL GLOBE	2SHSR5321PS000893
8438048 Canada Inc.	AMG	21129	2023	Vanguard	Dry Van	5V8VC5325PM304500
8438048 Canada Inc.	AMG	21129	2023	Vanguard	Dry Van	5V8VC5328PM304488
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5321PL027346
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5323PL027347
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5325PL027348
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5327PL027349
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5323PL027350
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5325PL027351
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5327PL027352
8438048 Canada Inc.	AMG	21136	2023	CIMC	COOL GLOBE	527SR5329PL027353
8438048 Canada Inc.	AMG	21240	2023	CIMC	COOL GLOBE	527SR5320PL027354
8438048 Canada Inc.	AMG	21240	2023	CIMC	COOL GLOBE	527SR5322PL027355
8438048 Canada Inc.	AMG	21240	2023	CIMC	COOL GLOBE	527SR5328PL027358
8438048 Canada Inc.	AMG	21240	2023	CIMC	COOL GLOBE	527SR5324PL027356
8438048 Canada Inc.	AMG	21240	2023	CIMC	COOL GLOBE	527SR5326PL027357
8438048 Canada Inc.	AMG	21240	2023	CIMC	COOL GLOBE	527SR5327PL027335
8438048 Canada Inc.	AMG	21277	2023	CIMC	Thermoking	527SR5328PL029224
8438048 Canada Inc.	AMG	21277	2023	CIMC	Thermoking	527SR532XPL029290
8438048 Canada Inc.	AMG	21277	2023	CIMC	Thermoking	527SR5321PL029291
8438048 Canada Inc.	AMG	21277	2023	CIMC	Thermoking	527SR5323PL029292
8438048 Canada Inc.	AMG	21277	2023	CIMC	Thermoking	527SR5325PL029293
8438048 Canada Inc.	AMG	21277	2023	CIMC	Thermoking	527SR5320PL029296
8438048 Canada Inc.	AMG	21130	2022	Freightliner	Cascadia	3AKJHHDRONSNE3822
8438048 Canada Inc.	AMG	21152	2018	Freightliner	Cascadia	3AKJHHDR2JSJJ4082
8438048 Canada Inc.	AMG	21218	2018	Freightliner	Cascadia	3AKJHHDR5JSJJ4089
8438048 Canada Inc.	AMG	21219	2019	Freightliner	Cascadia	3AKJHHDR1KSJX9393
8438048 Canada Inc.	AMG	21152	2019	Freightliner	Cascadia	3AKJHHDR3KSJX9458
8438048 Canada Inc.	AMG	21152	2019	Freightliner	Cascadia	3AKJHHDR5KSJX9459
8438048 Canada Inc.	AMG	21219	2019	Freightliner	Cascadia	3AKJHHDR8KSJX9388
8438048 Canada Inc.	AMG	21152	2019	Freightliner	Cascadia	3AKJHHDR9KSJX9321
8438048 Canada Inc.	AMG	21219	2019	Freightliner	Cascadia	3AKJHHDRXKSJX9330
8438048 Canada Inc.	AMG	21152	2019	Freightliner	Cascadia	3AKJHHDRXKSKC6108
8438048 Canada Inc.	AMG	21219	2019	Volvo	VNL 760	4V4NC9EH6KN211083
8438048 Canada Inc.	AMG	21219	2019	Freightliner	Cascadia	1FUJHHDR1KLJZ8957
8438048 Canada Inc.	AMG	21219	2019	Freightliner	Cascadia	1FUJHHDR1KLKN4539
8438048 Canada Inc.	AMG	21127	2023	CIMC	COOL GLOBE	2SHSR5323PS000894
8438048 Canada Inc.	AMG	21129	2023	Vanguard	Dry Van	5V8VC5321PM304493
8438048 Canada Inc.	AMG	21129	2023	Vanguard	Dry Van	5V8VC5326PM304487

Not Found
Reposessed
Reposessed
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Not Found
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Reposessed
Not Found
Not Found
Reposessed
Reposessed
Reposessed

APPENDIX R

Burrowes, Stephanie

From: Roubeena Dusoruth <rdusoruth@mhccna.com>
Sent: January 8, 2025 8:07 AM
To: Burrowes, Stephanie
Cc: Boettger, Adam
Subject: RE: [EXT] RE: 8438048 Canada Inc. o/a AMG Global, in Receivership

Good morning Stephanie

Happy New Year!

My apologies for the delay in getting back to you.

I see the client has only one contract with us under the name **8438048 Canada Inc. (AMG Express)**.

There is only 1 asset a 2019 Truck Freightliner Model: Cascadia VIN #: 3AKJHHR5KSKJ1021.

Our bailiff did attempt to recover the unit but was unsuccessful. To conclude the asset is still in possession of the client.

Thank you

Roubeena Dusoruth

Litigation Specialist
Spécialiste en litiges

T 1-855-840-1298 #2006
C (289) 230-1079
@ rdusoruth@mhccna.com

MITSUBISHI HC CAPITAL CANADA

1100 Burloak Drive, Suite 401
Burlington, Ontario L7L 6B2



mhccna.com

NOTICE | The entire contents of this email message are confidential and may include privileged or protected information. Any unauthorized use is strictly prohibited. If you are not the intended recipient, please notify the sender and delete the message. Thank you.

AVIS | L'ensemble du contenu de ce courriel est confidentiel et peut inclure des informations privilégiées ou protégées. Toute utilisation non autorisée est strictement interdite. Si vous n'êtes pas le destinataire, veuillez en informer l'expéditeur et supprimer ce message. Merci.

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: January 7, 2025 5:17 PM
To: Eliane Mansour <emansour@mhccna.com>; Roubeena Dusoruth <rdusoruth@mhccna.com>

Cc: Boettger, Adam <aboettger@bdo.ca>

Subject: RE: [EXT] RE: 8438048 Canada Inc. o/a AMG Global, in Receivership

ATTENTION: Courriel externe - External email

Hi Rubeena,

Happy New Year!

I hope you had a nice holiday season. I just wanted to follow up on Elaine's email below. She mentioned that you would be able to provide more details. Any assistance you could provide would be appreciated.

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT

Vice President, Business Restructuring & Turnaround Services

Financial Advisory Services

Direct: (416) 369-3063

BDO Canada Limited

sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500

Oakville, Ontario L6H 6K8

Tel: 905 615 8787

Fax: 905 615 1333

www.bdo.ca

 Before you print think about the environment

From: Eliane Mansour

Sent: December 18, 2024 8:06 AM

To: Burrowes, Stephanie <sburrowes@bdo.ca>; Rubeena Dusoruth <rdusoruth@mhcna.com>

Cc: Boettger, Adam <aboettger@bdo.ca>

Subject: [EXT] RE: 8438048 Canada Inc. o/a AMG Global, in Receivership

Hi Stephanie,

My colleague [@Rubeena Dusoruth](#) will be able to answer to your questions;

Yes we are seeking for a court order for one of the assets

3AKJHHDR5KSKJ1021

She will give you more details,

Thank you

Eliane Mansour

Team Lead, Legal & Debt Resolution

Cheffe d'équipe, règlements légaux et de dettes

T 1-855-840-1298 #2104

C (905) 802-3597
@ emansour@mhccna.com

 **MITSUBISHI HC CAPITAL CANADA**

1100 Burloak Drive, Suite 401
Burlington, Ontario L7L 6B2



mhccna.com

NOTICE | The entire contents of this email message are confidential and may include privileged or protected information. Any unauthorized use is strictly prohibited. If you are not the intended recipient, please notify the sender and delete the message. Thank you.

AVIS | L'ensemble du contenu de ce courriel est confidentiel et peut inclure des informations privilégiées ou protégées. Toute utilisation non autorisée est strictement interdite. Si vous n'êtes pas le destinataire, veuillez en informer l'expéditeur et supprimer ce message. Merci.

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: December 17, 2024 3:51 PM
To: Eliane Mansour <emansour@mhccna.com>
Cc: Boettger, Adam <aboettger@bdo.ca>
Subject: 8438048 Canada Inc. o/a AMG Global, in Receivership

ATTENTION: Courriel externe - External email

Hi Eliane,

I hope you are doing well.

I'm reaching out because BDO has recently been appointed as Receiver of 8438048 Canada Inc. o/a AMG Global. I've attached a copy of our Court Order and Notice of Receiver for your records.

On the PPSA there seems to be several registrations against certain VINS by Mitsubishi. I wanted to confirm if you have taken any action to reclaim any of your trucks from this Company. If so, have you been able to repossess any of the vehicles, or have you released them to any other entity? The Company has advised us that some of the secured creditors have sent bailiffs who have reclaimed the trucks/trailers on their behalf. We are trying to confirm if this is the case or not.

Thank you for your help,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

BDO is a proud sponsor of Golf Canada
BDO est fier de commanditer Golf Canada

BDO is proud to be among Canada's Top 100 Employers
BDO est fier d'être l'un des 100 meilleurs employeurs du Canada



The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

APPENDIX S

Burrowes, Stephanie

From: R. Graham Phoenix <gphoenix@LN.Law>
Sent: January 8, 2025 9:34 PM
To: Jennifer Caruso
Cc: Parisi, Josie; Cerrato, Gary; Boettger, Adam
Subject: Receivership of 8438048 Canada Inc. - Daimler Vehicles
Attachments: JUDGMENT - JUSTICE ANDRE - SEPT 23 2024.pdf

Ms. Caruso

(copying the Receiver)

I write in respect of the receivership of 8438048 Canada Inc. (“843Co”), which entity leased various vehicles from our client, Daimler Truck Financial Services (“DTFS”). Those vehicles are enumerated in the attached judgement, dated September 23, 2024, in which 843Co is ordered to return the same.

Following the appointment of the Receiver, we provided the attached (along with our other lease and security documentation) to the Receiver and inquired about the status of the vehicles.

We understand that 853Co has advised the Receiver, through counsel, that all DTFS-leased vehicles have been returned to DTFS.

I have consulted with DTFS and can confirm on behalf of DTFS that the statement of 853Co above is NOT true and that, in fact, none of the DTFS vehicles listed in the Judgement have been returned. Moreover, the whereabouts of such vehicles are unknown.

We look forward to hearing what the Receiver discovers in respect of these vehicles, as DTFS would like to collect them and mitigate its losses.

Regards,

R. Graham Phoenix

Partner | Loopstra Nixon LLP

📞 416.748.4776 | 📱 416.558.4492

✉️ gphoenix@LN.Law

*RGP Professional Corporation

📍 130 Adelaide Street West, Suite 2800,
Toronto, ON Canada M5H 3P5

www.loopstranixon.com



This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone, delete this email and destroy any copies.

JUSTICE ANDRE

ONTARIO
SUPERIOR COURT OF JUSTICE

MONDAY, THE 23RD DAY OF
SEPTEMBER 2024

B E T W E E N:



DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff

-and-

8438048 CANADA INC. OPERATING AS AMG GLOBAL AND NARINDER SHOKER

Defendants

JUDGMENT

ON READING the Statement of Claim in this action, and the proof of service of the said Statement of Claim, and the Defendants having been noted in default:

1. **IT IS ORDERED AND ADJUDGED** that the Defendants pay to the Plaintiff the total sum of **\$3,018,382.96**, inclusive of interest to date; PLUS the sum of \$ **1500.00** for the fixed costs of this action.

2. **IT IS ORDERED AND ADJUDGED** that the Defendants deliver to the Plaintiff permanent recovery of possession of the:

- i. 2023 Vanguard Trailer bearing vehicle identification number 527SR5322PM028919;
- ii. 2023 Vanguard Trailer bearing vehicle identification number 527SR5329PM028920;
- iii. 2023 Vanguard Trailer bearing vehicle identification number 527SR5325PM028929;

- iv. 2023 Vanguard Trailer bearing vehicle identification number 527SR5320PM028931;
- v. 2023 Utility Trailer bearing vehicle identification number 1UYVS3536P6804204;
- vi. 2023 Utility Trailer bearing vehicle identification number 1UYVS3532P6804202;
- vii. 2019 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR1KSKC5588;
- viii. 2019 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR9KSKC5399;
- ix. 2020 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR2LSLR4489;
- x. 2020 Volvo VN bearing vehicle identification number 4V4NC9EH0LN258319;
- xi. 2021 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR0MSMF6050;
- xii. 2021 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR6MSMF6120;
- xiii. 2020 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR7LSKX0475;
- xiv. 2020 Freightliner Cascadia bearing vehicle identification number 3AKJHHDR6LSLX7002;
- xv. 2021 Freightliner Cascadia bearing vehicle identification number 1FUJHHDR5MLMD3830;
- xvi. 2021 Volvo 640 bearing vehicle identification number 4V4NC9EH0MN282945;
- xvii. 2021 Western Star 5700XE bearing vehicle identification number 5KJJBHDR3MLMT5821;
- xviii. 2021 Western Star 5700XE bearing vehicle identification number 5KJJBHDR8MLMT7029;

- xix. 2022 Freightliner Cascadia bearing vehicle identification number 1FUJHHDR4NLMX0762;
- xx. 2022 Freightliner Cascadia bearing vehicle identification number 1FUJHHDR6NLMX0763;
- xxi. 2021 Western Star 5700XE bearing vehicle identification number 5KJJBHDR6MLMT7031; and
- xxii. 2021 Western Star 5700XE bearing vehicle identification number 5KJJBHDR4MLMT7030 (collectively, the “vehicles”)

THIS JUDGMENT bears interest at the rate of 18.00% per year; AND the costs of this Judgment bear interest at the rate of 7.00% per year from this date.

Signed by _____
Local Registrar

Address of
court office: 7755 Hurontario Street
Brampton, Ontario L6W 4T1

DAIMLER TRUCK FINANCIAL SERVICES CANADA
CORPORATION
Plaintiff

-and- 8438048 CANADA INC. operating as AMG GLOBAL et al.
Defendants

Court File No CV-24-00002849-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON

JUDGMENT

LOOPSTRA NIXON LLP
Barristers and Solicitors
135 Queens Plate Drive, Suite 600
Toronto, ON, M9W 6V7

Mark Lieberman (LSO # 43113K)
Tel: 416.748.5143
Email: mlieberman@LN.law

Andrew Tebbi (LSO No. 820300)
Tel: 437.291.9455
Email: atebbi@LN.law

Lawyers for the Plaintiff
Our File No. 34284-0017

APPENDIX T

Burrowes, Stephanie

From: Phil Turner <philt@breadnertrailers.com>
Sent: January 8, 2025 3:15 PM
To: Burrowes, Stephanie; Jason Faulkner
Subject: RE: [EXT] Re: 8438048 Canada Inc. o/a AMG Global

Hi Stephanie –

Nothing here so far.

PT

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: January 8, 2025 1:37 PM
To: Phil Turner <philt@breadnertrailers.com>; Jason Faulkner <jasonf@breadnertrailers.com>
Subject: RE: [EXT] Re: 8438048 Canada Inc. o/a AMG Global

Hi Phil,

Sorry to bother you again.

Are you able to confirm if you have been able to confirm if you have any of the trucks/trailers in your possession. If you do, can you please specify which ones you have?

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

From: Phil Turner
Sent: January 3, 2025 4:54 PM
To: Burrowes, Stephanie <sburrowes@bdo.ca>; Jason Faulkner <jasonf@breadnertrailers.com>
Cc: Boettger, Adam <aboettger@bdo.ca>
Subject: [EXT] Re: 8438048 Canada Inc. o/a AMG Global

Hi Stephanie,

Apologies for the delayed response as I've been out for a couple weeks but am back on Monday.

We haven't been able to make any progress thus far with these units but will provide updates as they become available.

Thanks,
Phil

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: Friday, January 3, 2025 4:21:27 PM
To: Jason Faulkner <jasonf@breadnertrailers.com>; Phil Turner <philt@breadnertrailers.com>
Cc: Boettger, Adam <aboettger@bdo.ca>
Subject: RE: 8438048 Canada Inc. o/a AMG Global

Hi Jason and Phil,

I hope you both had a good holiday season and a very Happy New Year!

I just wanted to follow up on my email below. If you could please let me know, I would greatly appreciate it.

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

From: Burrowes, Stephanie
Sent: December 13, 2024 3:10 PM
To: Jason Faulkner <jasonf@breadnertrailers.com>; Phil Turner <philt@breadnertrailers.com>
Cc: Boettger, Adam <aboettger@bdo.ca>
Subject: 8438048 Canada Inc. o/a AMG Global

Hi Jason and Phil,

BDO has recently been appointed as Receiver of 8438048 Canada Inc. o/a AMG Global. I've attached a copy of our Court Order.

I wanted to reach out to you to see if you have taken any action to reclaim any of your trucks and trailers from this Company. They have advised us that some secured creditors have sent bailiffs who have reclaimed the trucks/trailers on their behalf. Are you able to corroborate this?

Also, we wanted to advise you that we believe one of your vehicles has been taken to a lot located at 6950 Kenderry Gate, Mississauga, ON. The Receiver does not have the ability to access this lot at this time, but is considering its options. The lot is currently occupied by "Lion Force Transport Inc.". We believe the vehicle is VIN: 3H3V532C7MT400018.

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

APPENDIX U

Burrowes, Stephanie

From: Diana Ortis <dortis@vaultcredit.ca>
Sent: January 8, 2025 10:26 AM
To: Burrowes, Stephanie
Subject: RE: [EXT] FW: 8438048 Canada Inc. & Vault Credit Corporation

Hi Stephanie,

Vault does not have our asset, and we were hoping it had been secured by the receiver.

Thanks,
Diana Ortis
Vault Credit Corporation
Phone.: 416-499-8466 Ext 275
Direct.: 647-577-2497
E.&O.E.

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: Tuesday, January 7, 2025 5:33 PM
To: Diana Ortis <dortis@vaultcredit.ca>
Subject: RE: [EXT] FW: 8438048 Canada Inc. & Vault Credit Corporation

You don't often get email from sburrowes@bdo.ca. [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 Diana,

In regards to the below emails, are you able to confirm if Vault Credit has the forklift in its possession or not?

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

From: Burrowes, Stephanie

Sent: December 18, 2024 2:34 PM

To: dortis@vaultcredit.ca

Cc: Parisi, Josie <JParisi@bdo.ca>; Cerrato, Gary <gcerrato@bdo.ca>; Boettger, Adam <aboettger@bdo.ca>

Subject: FW: [EXT] FW: 8438048 Canada Inc. & Vault Credit Corporation

Hi Diana,

Josie forwarded your email to me.

I reviewed your lease documentation that you provided and I can confirm that we have not secured and we are not in possession of the 2022 Toyota Forklift that was noted.

If you have any other questions, please let me know.

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT

Vice President, Business Restructuring & Turnaround Services

Financial Advisory Services

Direct: (416) 369-3063

BDO Canada Limited

sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500

Oakville, Ontario L6H 6K8

Tel: 905 615 8787

Fax: 905 615 1333

www.bdo.ca

 Before you print think about the environment

From: Diana Ortis <dortis@vaultcredit.ca>

Sent: Wednesday, December 18, 2024 11:55 AM

To: Parisi, Josie <JParisi@bdo.ca>

Subject: [EXT] FW: 8438048 Canada Inc. & Vault Credit Corporation

You don't often get email from dortis@vaultcredit.ca. [Learn why this is important](#)

Good morning Josie,

Can you please confirm whether the receiver has secured as asset? I've attached our lease agreement and PPSA for your reference.

Thank you,

Diana Ortis

Vault Credit Corporation

Phone.: 416-499-8466 Ext 275

Direct.: 647-577-2497

E.&O.E.

From: Hoy, Alec <ahoy@cassels.com>
Sent: Monday, December 9, 2024 2:05 PM
To: Diana Ortis <dortis@vaultcredit.ca>; Bornstein, Jeremy <jbornstein@cassels.com>
Subject: RE: 8438048 Canada Inc. & Vault Credit Corporation

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 Diana,

The Receiver representative is Jodie Parisi of BDO Canada Limited. Their counsel in these proceedings is Dylan Chochla of Fasken Martineau DuMoulin LLP.

Thanks,

 **ALEC HOY**
Associate
t: +1 416 860 2976
e: ahoy@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, Ontario M5H 0B4 Canada

From: Diana Ortis <dortis@vaultcredit.ca>
Sent: Monday, December 09, 2024 1:53 PM
To: Bornstein, Jeremy <jbornstein@cassels.com>; Hoy, Alec <ahoy@cassels.com>
Subject: 8438048 Canada Inc. & Vault Credit Corporation

CAUTION: External Email

Good afternoon,

Could you please provide us with the contact information for the receiver? We would like to obtain some details regarding our asset. I have attached both the lease agreement and the PPSA for your reference.

Thank you,
Diana Ortis



Vault Credit Corporation
5-41 Scarsdale Rd.
Toronto, Ontario, M3B 2R2
E.: dortis@vaultcredit.ca
P.: 416-499-8466 ext 275
D.: 647-577-2497
F.: 416-499-6200

Blue Chip Leasing Corporation has amalgamated with Vault Credit Corporation effective October 1, 2022

E.&O.E.

This e-mail and any attachments may be confidential and is intended to be received and reviewed only by the intended recipient. If you are not the intended recipient, any use, distribution or copying of the information contained in this email or any attachments is unauthorized. If you received this email in error, please notify the sender immediately by return email and delete this email and any attachments from your system.

This message, including any attachments, is privileged and may contain confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. Communication by email is not a secure medium and, as part of the transmission process, this message may be copied to servers operated by third parties while in transit. Unless you advise us to the contrary, by accepting communications that may contain your personal information from us via email, you are deemed to provide your consent to our transmission of the contents of this message in this manner. If you are not the intended recipient or have received this message in error, please notify us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy.

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

APPENDIX V

Burrowes, Stephanie

From: Ariel Dorfman <adorfman@andriessen.ca>
Sent: January 8, 2025 2:47 PM
To: Burrowes, Stephanie
Cc: Inga Andriessen; Leah Dickie
Subject: [EXT] RE: 8438048 Canada Inc. o/a AMG Global, in Receivership - Registrations for Flex-Cap

Hi Stephanie,

Flex-Cap has been unable to enforce the Judgment and repossess the vehicle.

Yours truly,

Ariel Dorfman, J.D.

Andriessen & Associates, Business Lawyers

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

This email is directed in confidence solely to the person(s) named herein and may not otherwise be distributed, copied or disclosed. The contents of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed and not waived. If you received this email in error, please notify our firm immediately by telephone and return the original to us by mail, or destroy same, without making a copy. Thank you for your assistance.

CASL Unsubscribe Information: If you do not wish to communicate with me by email, please reply to this email and advise of that fact.

From: Burrowes, Stephanie <sburrowes@bdo.ca>
Sent: January 8, 2025 1:44 PM
To: Inga Andriessen <iandriessen@andriessen.ca>; Ariel Dorfman <adorfman@andriessen.ca>
Subject: 8438048 Canada Inc. o/a AMG Global, in Receivership - Registrations for Flex-Cap

Some people who received this message don't often get email from sburrowes@bdo.ca. [Learn why this is important](#)

This message's attachments contains at least one web link. This is often used for phishing attempts. If in doubt, confirm the legitimacy with the sender by phone.

Good Afternoon Inga and Ariel,

My name is Stephanie and I am from BDO Canada Limited (“BDO”). I’m reaching out because BDO has recently been appointed as Receiver of 8438048 Canada Inc. o/a AMG Global (“AMG”). I’ve attached a copy of our Court Order and Notice of Receiver for your records.

I understand that you represent Flex-Cap Inc. and were able to obtain a judgment against AMG, ordering them to deliver possession of a 2019 Volvo, VIN #4V4NC9EH6KN905949. The Judgment is attached for ease of reference.

AMG has advised us that some of the secured creditors have sent bailiffs who have reclaimed the trucks/trailers on their behalf. We are trying to confirm if this is the case or not. Can you please confirm if Flex-Cap has this particular vehicle in its possession now?

Thank you,

Stephanie Burrowes, CPA, CIRP, LIT
Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: (416) 369-3063
BDO Canada Limited
sburrowes@bdo.ca

360 Oakville Place Drive, Suite 500
Oakville, Ontario L6H 6K8
Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

 Before you print think about the environment

BDO is a proud sponsor of Golf Canada
BDO est fier de commanditer Golf Canada



BDO is proud to be among Canada's Top 100 Employers
BDO est fier d'être l'un des 100 meilleurs employeurs du Canada



The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

BDO Canada LLP (and its affiliates), a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

BDO Canada s.r.l./S.E.N.C.R.L. (et ses filiales), une société canadienne à responsabilité limitée/société en nom collectif à responsabilité limitée, est membre de BDO International Limited, société de droit anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.



Court File No. CV-24-00000295-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE
JUSTICE**

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

B E T W E E N:

FLEX-CAP INC.

Applicant

- and -

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

Respondents

JUDGMENT

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

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

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

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

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



FLEX-CAP INC.
Applicant

- and -

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

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

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at:

GUELPH

JUDGMENT

ANDRIESSEN & ASSOCIATES

Business Lawyers

101 - 703 Evans Avenue
Toronto, ON M9C 5E9

Inga B. Andriessen

LSO Reg No.: 34537P

Tel: (416) 620-7020, ext. 22

iandriessen@andriessen.ca

Ariel Dorfman

LSO Reg. No.: 86897G

Tel: (416) 620-7020 ext. 28

adorfman@andriessen.ca

Lawyers for the Applicant

APPENDIX W

**** VIA EMAIL TO: tmontesano@bdo.ca ****

January 8, 2025

Tony Montesano
BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Dear Mr. Montesano:

RE: DEBTOR: 8438048 CANADA INC. o/a AMG GLOBAL

I am an employee and representative of Equirex, a Division of Bennington Financial, and Concentra, a Division of Bennington Financial Corp. ("**Bennington**").

Further to your correspondence dated December 13, 2024, a copy of which is enclosed, we understand your office was appointed Receiver of 8438048 Canada Inc. o/a AMG Global (the "**Debtor**") on December 4, 2024.

Please be advised that Bennington, as Lessor, has four commercial lease agreements with the Debtor - 79000648, 79001652, 20009136, and 20006454 (the "**Leases**"). Copies of the Leases are enclosed to this correspondence, and list the equipment leased under each lease agreement (the "**Equipment**").

I can confirm that Bennington has recovered the equipment under Lease 20009316. All other equipment was been deemed unrecoverable by our Bailiffs. Please provide Bennington with the location of all assets under Leases 79000648, 79001652, and 20006454 at your earliest opportunity so that we may proceed with recovery.

Bennington is the rightful and lawful owner of the equipment, and has filed a purchase-money security interest in the Equipment. To date, all Leases are defaulted with amounts owing.

Our equipment should not be included in any sale/repossession without providing us with advance written notice.

Yours very truly,
BENNINGTON



Per: Michelle Carleton
Law Clerk

Enclosures .



Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto ON M5E 1C5 Canada

IN THE MATTER OF THE RECEIVERSHIP OF
8438048 CANADA INC. o/a AMG GLOBAL
OF THE CITY OF MISSISSAUGA
IN THE PROVINCE OF ONTARIO

NOTICE AND STATEMENT OF RECEIVER
(Subsection 245(1) and 246(1) of the Bankruptcy and Insolvency Act)

The Receiver gives notice and declares that:

1. On the 4th day of December 2024, BDO Canada Limited ("BDO") was appointed receiver (the "Receiver"), of all of the assets, undertakings, and properties (collectively, the "Property") of 8438048 Canada Inc. o/a AMG Global ("AMG" or the "Company").
2. The Receiver was appointed pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, and section 101 of the *Courts of Justice Act*.
3. The book values of the Property subject to the interests of the Receiver are described below (based on the most recent internal, unaudited financial information available):

<u>Asset Description</u>	<u>Book Value</u>
Accounts receivable	\$ 6,275,611
Loans receivable	1,554,814
Capital assets	6,481,533
	<hr/>
	\$ 14,311,958

Note: Based on the Receiver's initial review, the Company's books and records appear to be limited in nature and as such the August 31st, 2024 internal, unaudited financial results represent the most complete set of financial data. The above amounts represent book values of the company's assets as detailed in the company's books and records and do not necessarily represent sale or liquidation values period.

4. The Receiver did not take possession of the Company's leased operating premises located at 425 Gibraltar Drive, Mississauga, ON (the "Premises") as the landlord had terminated the lease and required AMG to vacate by December 1, 2024. The Receiver has coordinated the removal of certain trucks and trailers (the "Vehicles") from the Premises. These vehicles are under the possession and control of the Receiver.
5. The following information relates to the receivership:
 - (a) Registered office/address/place of business:
425 Gibraltar Drive
Mississauga, Ontario
L5T 2S9
 - (b) Principal line of business:
Logistics and delivery services
6. Amounts owed by the Company to each creditor who holds security on the Property described above is attached hereto as Appendix "B".

7. The Company's books and records were not located at the Premises. The Receiver was able to locate a listing suppliers/vendors with amounts due to these parties. The listing does not appear to be correct. This listing of suppliers/vendors is attached hereto as Appendix "A". Amounts have not been included as they do not appear to be correct.
8. The Receiver intends to engage a third-party liquidator to market and sell the Company's trucks and trailers. The Receiver also intends to collect the outstanding accounts receivables and loans receivables.
9. Contact person for Receiver:

Mr. Tony Montesano
BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
Tel: 416 775 7821
Fax: 416 865 0904
E-mail: tmontesano@bdo.ca

DATED at Toronto, Ontario, this 13th day of December 2024.

BDO CANADA LIMITED
in its capacity as Court-appointed Receiver of
8438048 Canada Inc. o/a AMG Global
And not in its personal capacity

Per:



Josie Parisi, CPA, CA, CBV, CIRP, LIT
Senior Vice President

8438048 CANADA INC (O/A AMG GLOBAL)
425 GIBRALTOR DRIVE
MISSISSAUGA,ON L5T 2S9

Unsecured Creditor

1905588 ONTARIO INC./DBA TYFOON ENTERPRISE
1865585 ONTARIO INCORPORATED
1134167 ONTARIO INC
1766463 ONTARIO INC
1570884 ONTARIO INC
10348660 CANADA CORP.
11329642 CANADA INC
11568965 CANADA INC
11634941 CANADA INC
11360582 CANADA INC
1875220 ONTARIO INC
10732346 CANADA INC
11312707 CANADA INC
12755441 CANADA LIMITED
10853470 CANADA CORPORATION
13188230 CANADA INC
13355411 CANADA INC
13197506 CANADA INC
13161005 CANADA INC
12018373 CANADA INC
13355608 CANADA INC
12180731 CANADA INC
13872700 CANADA INC
13232590 CANADA INC
14044177 CANADA INC
14028147 CANADA INC
13895416 CANADA INC
11445294 CANADA INC
10377210 CANADA INC
1807179 ONTARIO INC
13584178 CANADA INC
1000241416 ONTARIO INC
14386680 CANADA INC
14388461 CANADA INC.
1813095 ONTARIO INC
1000200605 ONTARIO INC
13176703 CANADA INC
1674801 ONTARIO INC
1808320 ONTARIO INC
12054914 CANADA INC
14278810 CANADA INC

13491579 CANADA INC
13900665 CANADA INC
13900665 CANADA INC
10802905 CANADA INC
14876601 CANADA INC
14089782 CANADA INC
14976070 CANADA INC
14658876 CANADA INC
13927377 CANADA INC
15069912 CANADA INC
13917649 CANADA INC
1000236435 ONTARIO INC
13628540 CANADA INC
11902733 CANADA INC
1391594 ONTARIO INC
12687062 CANADA INC
15215323 CANADA INC
13123618 CANADA INC
14176383 CANADA INC
12632519 CANADA INC
13228835 CANADA INC
15158893 CANADA INC
1000094004 ONTARIO INC
13997359 CANADA INC
15423775 CANADA INC
15524911 CANADA INC
15166683 CANADA INC
2555806 ONTARIO INC.
2249394 ONTARIO INC
2319447 ONTARIO INC
2069161 ONTARIO INC
2192394 ONTARIO INC
2235458 ONTARIO INC
2377324 ONTARIO INC
2310132 ONTARIO INC
2219633 ONTARIO INC
2462461 ONTARIO INC
2396140 ONTARIO INC
2152493 ONTARIO INC/AUJLA TRUCKLINES
2325111 ONTARIO INC
2412239 ONTARIO INC
2815648 ONTARIO INC
2815805 ONTARIO INC
2515491 ONTARIO INC
2773732 ONTARIO INC

2458108 ONTARIO INC
2857320 ONTARIO INC
2390187 ONTARIO INC
2253802 ONTARIO INC
2076928 ONTARIO INC
2397398 ONTARIO INC
2059281 ONTARIO INC
2588864 ONTARIO INC
2103755 ONTARIO INC
2718661 ONTARIO INC
2130286 ONTARIO INC
2344375 ONTARIO INC
2587891 ONTARIO INC
2581449 ONTARIO INC
2813392 ONTARIO INC
2691489 ONTARIO INC
5003771 ONTARIO INC
6757383 CANADA LTD
QUICK SPEED LOGISTICS INC
7895453 CANADA INC
8576823 CANADA LTD
SSK RAPID TRANSPORTAION
8277761 CANADA INC
8283796 CANADA INC
8966648 CANADA INC
8343390 CANADA INC
8866619 CANADA LTD
9657525 CANADA INC
9070192 CANADA INCORPORATED
9891404 CANADA INC
9323953 CANADA INC
9705945 CANADA INC
9833889 CANADA INC
AWAN FREIGHTWAYS
AUJLA TRUCKLINES INC
AMERI-CAN SYSTEMS
AJIT TRANSPORT INC
MUHAMAND ASLAM
AUTOLOGIC TRANSPORT INC
ARCTIC BAY TRANSPORT CANADA INC
ABHAY TRANSPORT INC
A1 XPRESS TRANSPORT INC
AKAL TRANSPORT
AM POPULAR TRANSPORTATION INC
BVD

BALOGH INC
B.J.S TRANSPORT LTD
BYRON & SONS INC
BHAINI TRANSPORT LTD
BLK TRANSPORT LTD
BULLET TRUCKING INC
CHAKRA FREIGHT SYSTEM
CLT TRANSPORTATION INC
Canada Revenue Agency
DOUBLE S CARGO LTD
ENIGMA AEGIS INC
ELITE FREIGHT LINES/6803512 CANADA INC
FROZIO TRANSPORT LTD.
FROZIO FRANCIS
FRIENDS TRANSPORT
FREEBIRD TRANSPORT INC
F&R LOGISTICS INC
FLAT OUT TRANSPORTATION SERVICES LTD
G&D TRUCKING LTD
GRACE BROTHERS LOGISTICS INC
GALAXY FREIGHT LINE INC
GOYAT BUSINESS INC
GREAT HANDS FREIGHT INC
2265060 ONTARIO INC. O/A H&Z TRANSPORT
H.K TRUCKING INC
HIGHWAY HAWKS
INFINITE TRANSPORT LTD.
J DHANOA TRANSPORT INC
J K FLEET LTD
JACOBS TRANSPORTATION INC
JASPARAM TRANSPORT INC
JOGANATHAN Ponniah
JR CARRIERS INC
KAM-BILL TRANSPORTATION SYSTEM INC
K.K TRANSPORT
KATARIA FREIGHTLINE INC
L D TRANS LINE LTD
MALCOLM TRANSPORT
MS CHANDI TRANSPORT LTD
MUBU TRANSPORTATIONS INC
NADEX EXPRESS
NICEPREET
NETLINK FREIGHT LTD
NEELA TRANSPORTATION CORPORATION
NAWAZISH TRANSPORT INC

NEELA LOGISTICS INC
NISHA TRANSPORTATION INC
NAVIGATOR MOTOR FREIGHT INC.
NAVRAJ TRANSPORT LTD
WAL-TRUX TRANSPORT
ORBIT FREIGHT LTD
PS BARING TRANSPORT INC
PLT TRANSPORT LTD
PASSBAN EXPRESS INC
PRO DEL TRANSIT LINES
P B A S LOGISTICS INC
PB32 NIRWAN LOGISTICS LTD
R.K TRUCKING INC.
RED FORT LOGISTICS INC.
ROLL X CARRIERS INC
RANDUNU TRANSPORT INC
ROYAL BHATTI TRANSPORT INC.
RS BASRA TRANSPORT INC
RADHA SOAMI TRUCKING INC
RUMAN TRANSPORTATION INC
S&S CANADA INC
SMARTSOFT BUSINESS SOLUTIONS INC
SINCE 1469 INC
SHABZ INC
S&S RYDER INC
STARJET TRANSPORT CANADA INC
STAX XPRESS LTD
TSN EXPRESS
TRK TRANSPORT LTD
THUSHANTH TRANSPORT INC
THARMEE TRANSPORT / 1864452 ONTARIO INC
TARAR TRANS INC
TAKHAR BROS. TRANSPORT INC.
NADEX EXPRESS
VAITAL TRUCKING INC
WARRAICH EXPRESS INC.
WURK LOGISTICS LTD
WOODROW EXP INC
YTS TRANSPORTATION
ZSRANA LOGISTICS INC
ZARMANPREET SINGH

Schedule "B"

8438048 CANADA INC (O/A AMG GLOBAL)
 425 GIBRALTOR DRIVE
 MISSISSAUGA, ON L5T 2S9

<u>Secured Creditor</u>	<u>Amount</u>
Add Capital Corp.	Not determined
Big Rig Trailers & Leasing Inc.	Not determined
Bodkin Leasing Corporation	Not determined
BVD Equipment Finance Inc.	Not determined
Canadian Western Bank	5,138,802.03
Concentra Bank	Not determined
Daimler Truck Financial	Not determined
England Carriers Services	Not determined
Equirex Leasing Corp.	Not determined
Farm Credit Canada	Not determined
Flex-Cap Inc.	Not determined
Just Trux	Not determined
Mercedes-Benz Financial Services Canada Corporation	Not determined
Meridian OneCap Credit Corp	Not determined
Mitsubishi HC Capital Canada Leasing Inc.	Not determined
Paul Motor Leasing	Not determined
Penske Truck Leasing Canada	Not determined
R&S Trailer Leasing Limited	Not determined
Riordan Leasing Inc. Attn: Accounts Receivable	Not determined
TFG Financial Corporation	Not determined
Trac Lease Inc. and Affiliated Companies	Not determined
Travelers Financial Corporation	Not determined
Vault Credit Corporation	Not determined
	<u>\$ 5,138,802.03</u>

Client No.		104876		CONTRACT NO.		57310	
CUSTOMER FULL LEGAL NAME		13895416 Canada Inc. and Muhammad Kashif Sadiq					
ADDRESS	10 Amy Ave						
CITY	Brampton	PROVINCE	Ontario	POSTAL CODE	L6P 3L7		
CUSTOMER CONTACT	Muhammad Kashif	PHONE NUMBER	(416)270-4000		FAX NUMBER		
GST EXEMPTION NO.			PST EXEMPTION NO.				
EMAIL	mrkk1355@gmail.com						
LOCATION OF COLLATERAL	Equipment location (if different than above) (if Equipment is mobile goods, then chief executive office)						
LESSEE OWNS PREMISES	<input type="checkbox"/> YES <input type="checkbox"/> NO	Name and address of Landlord if collateral is to be placed in rented premises					
ASSET DESCRIPTION & SERIAL NUMBER		As per attached Schedule B					
ADVANCE PAYMENT DATE Completed by Concentra		April 12, 2022		NEXT PAYMENT DATE Completed by Concentra		May 12, 2022	
Payment Frequency	Monthly	Initial Term (Months)	48	Province (Equipment Location)	ON	Payment Method	<input checked="" type="checkbox"/> Pre-authorized Payment <input type="checkbox"/> Invoice
PAYMENT SCHEDULE		As per attached Schedule A					
END OF TERM MINIMUM RESALE VALUE		\$1.00 plus applicable taxes payable					
Payments will be made in advance. Payments subject to change if tax amounts change. (Estimated: subject to verification by Concentra)							
INSURANCE AGREEMENT	THIRD PARTY LIABILITY COVERAGE AMOUNT Vehicle - \$2Mil Liability (Completion MANDATORY on all Licensed Equipment)						
BILLING SURCHARGE	Where an invoice is requested, the Customer hereby acknowledges that a \$10.00 surcharge will be added to each Rental to cover the Lessor's billing and handling expenses. The surcharge is subject to change without notice. Customer may avoid this billing surcharge by completing the "Pre-Authorized Payment Plan" section below.						
PRE-AUTHORIZED PAYMENT PLAN	Lessor is hereby authorized to periodically draw payment under its Pre-Authorized Payment Plan from the account as identified on the Business Pre-Authorized Debit (PAD) Agreement completed by the Lessee.						

CUSTOMER ACKNOWLEDGEMENTS: In this agreement, including its Terms and Conditions, schedules, any PAD Agreement, and/or any related guarantees (together, the "Agreement"), Lessor means Concentra Bank ("Concentra"), or any assignee of Concentra and the words Customer, Lessee and You all refer to the above named Customer(s). By signing this Agreement: you acknowledge the Lessor has made no representations or warranties regarding the Equipment; you acknowledge and agree you have selected the Equipment for lease; you acknowledge and agree to all Terms and Conditions of this Agreement which are set forth on this page and/or the following pages; in the event the Agreement is assigned to a credit union, to the extent that it may be necessary you hereby apply for membership in the credit union; you acknowledge having read the entire lease and accept the Terms and Conditions that are part of this lease. Where there is more than one customer you acknowledge your obligation and liability is joint and several.

EXECUTE AGREEMENT HERE WHEN SIGNING AS A LIMITED COMPANY OR CORPORATION

Company: **13895416 Canada Inc.**

4/12/2022

Date: _____

DocuSigned by:

Muhammad Kashif Sadiq

By: _____

F16E416078A941E

(Authorized Signature)

Title: Director

The signatory affirms that he/she is duly authorized to execute this Agreement.

EXECUTE AGREEMENT HERE WHEN SIGNING AS AN INDIVIDUAL

4/12/2022

Date: _____

DocuSigned by:

Muhammad Kashif Sadiq

By: _____

F16E416078A941E

Muhammad Kashif Sadiq

DELIVERY AND ACCEPTANCE CERTIFICATE

As per attached Schedule C

Concentra Bank

Senior Director, Commercial Leasing

Senior Manager, Commercial Operations



LEASE AGREEMENT – STANDARD

TERMS AND CONDITIONS

Lessor hereby rents to lessee ("Customer") and Customer rents from Lessor the property listed and described in this Agreement (the "Equipment") under the terms and conditions set forth herein. Customer warrants that the Equipment is being rented and will be used for business and commercial purposes only. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of the duly authorized representative of Lessor.

1. **NON-CANCELLABLE CONTRACT.** This Agreement cannot be terminated during the term set forth in this Agreement (the "Term") except as expressly provided in this Agreement.
2. **RENTAL.** Customer shall pay to Lessor on each payment date specified on the first page of this Agreement (whether it be the Advance Payment Date, Next Payment Date or otherwise) the rental amount set forth in this Agreement ("Rental") commencing on the Advance Payment Date (to the extent of any Advance Payment) and subsequently on the Next Payment Date and each Payment Date, as each are set out on the first page of this Agreement, and continuing for the Term. If the Rental includes a cost of service or maintenance, Customer acknowledges that such inclusion is for Customer's convenience and Customer will not assert against Lessor any claim by way of abatement, defense, set off, compensation, counterclaim or the like which Customer might have under any service or maintenance agreement. Any Rental paid in advance (including, for avoidance of doubt, any Rental paid on any Advance Payment Date) shall be non-refundable.
3. **LOCATION AND USE.** The Equipment shall be located and used at the location designated in this Agreement and shall not be moved from the location specified on Schedule A without the prior written consent of Lessor. The Customer shall not change its (i) jurisdiction of incorporation or (ii) place of business (as set out on the first page of this Agreement) without the prior written consent of the Lessor. Customer shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts, servicing and repair required thereof, all such servicing and repairs to be performed only by competent and duly qualified persons and in the manner to be compliant with any manufacturer's warranty and applicable law. Customer shall cause the Equipment to be operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified persons only. The Customer shall keep the Equipment free and clear from all liens, save and except for the lien of the Lessor pursuant to this Agreement. The Customer shall not make any improvements, additions or alterations to the Equipment that would decrease the fair market value of such Equipment without the consent of the Lessor. Any improvements, additions or alterations to the Equipment shall vest and form part of the Equipment for the benefit of the Lessor. To the extent that the Customer does not maintain the Equipment in good repair, condition and working order and furnish all parts servicing or repair required thereof the Lessor may perform such acts at the cost and expense of the Customer which costs and expenses shall be due on demand of the Lessor. The Customer agrees that the Lessor may inspect the Equipment and all books and records relating to the Equipment.
4. **REPRESENTATIONS AND WARRANTIES.** Customer acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Customer for the purpose of the rental thereof to the Customer under this Agreement and the Agreement is being entered into at the request of the Customer. Except as hereafter set forth, no representation or warranty, express or implied, legal, statutory, customary or otherwise is given or made by the Lessor in respect to the Equipment, including without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Customer, is not as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Customer shall claim only against such vendor or manufacturer under such warranties made available to Customer and shall nevertheless unconditionally pay Lessor all Rental and other amounts payable hereunder. The obligation of the Lessee to pay all Rental and all other amounts hereunder is absolute and unconditional regardless of any claim, defense, set-off, abatement or otherwise that the Customer may have against the Lessor. To the extent that the Equipment is subject to any warranty, guarantee and other representation of the Equipment's manufacturer or supplier, the Lessor assigns all rights and remedies of the Lessor under such warranties, guarantees or representations to the Lessee to the extent that the same are assignable. In no event shall Lessor be liable for any damage, including, without limitation direct, special, consequential, indirect, and exemplary or punitive damages, whether or not such damages were foreseeable and even if Lessor was advised that such damages were likely or possible and including, for avoidance of doubt, any damages from the inadequacy of the Equipment. The Lessor makes no representation to the Customer as to the manner in which amounts paid under this Agreement will be treated in calculating the Customer's income tax. Unless otherwise specifically agreed to in writing by the Lessor, this Agreement is and shall be considered a term lease only and nothing herein shall be construed as or deem the Agreement to be a conditional sales contract.
5. **SOFTWARE LICENSE.** Lessor hereby grants to Customer and Customer accepts a non-transferable and non-exclusive license to use on the Equipment software products provided therewith ("Software"). Customer may not alter or modify Software and will not copy, disclose or otherwise make available the Software in whole or in part to any person without the prior written approval of Lessor.
6. **ASSIGNMENT.** Lessor may at any time without notice to or the consent of Customer assign or grant a security interest in all or part of its interest in this Agreement, the Rental or any part thereof, the Equipment or any other benefit. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Customer hereby accepts all such rights. In this Agreement the word Lessor shall refer to the original Lessor and after assignment the Assignee or any subsequent Assignee. The sale, assignment and transfer of this Agreement include all rentals and other monies payable hereunder, including any insurance proceeds. Upon assignment, Lessor is fully released from any and all claims by the Customer and/or the Assignee under this Agreement.
7. **PRE-AUTHORIZED PAYMENT PLAN.** If Customer completes the Business Pre-Authorized Debit (PAD) Agreement, Customer authorizes debits for all payments due under this Agreement and warrants that the signatures appearing in PAD Agreement are those of the persons authorized to sign on the account.
8. **CONTINUING AGREEMENT.** Provided Customer is not in default hereunder, this Agreement will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth in this Agreement including the periodic Rental unless either Lessor or Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Agreement by providing thirty (30) days' written notice to the other party.
9. **RETURN OF EQUIPMENT.** In the event either party elects not to proceed into the Renewal Period or being in the Renewal Period elects to cancel this Agreement, Customer shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate. If the Equipment is not returned in the same condition Customer is responsible for and shall pay all costs required to put the Equipment in the condition required. If the Lessor and Customer have established usage or operation levels and the Customer exceeds those levels Customer shall pay the fee established by the Lessor for such excessive usage at the end of the Term or the Renewal Period.
10. **MINIMUM RESALE VALUE.** Customer hereby unconditionally guarantees the End of Term Minimum Resale Value of the Equipment as set forth in this Agreement on or at the expiration of the lease under this Agreement (the "Lease") or any Renewal Period. In the event the Equipment is sold by the Lessor at the expiration of the Lease and such sale yields an amount less than the End of Term Minimum Resale Value, at the option of the Lessor, Lessee shall pay to the Lessor the amount required to make up the difference between the net sale price and the End of Term Minimum Resale Value.
11. **LAWS AND TAXES.** Customer shall comply with all laws, regulations and orders relating to this Agreement, the Equipment and its use, possession and ownership including all applicable environmental laws and regulations and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, GST, HST, PST, property, and other taxes now or hereafter imposed by any federal, provincial, territorial, municipal or other taxing authority upon this Agreement or any Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Customer to make such payments shall at Lessor's option become immediately due from Customer to Lessor. Any environmental liability resulting from the possession or use of the Equipment shall be the sole responsibility of the Customer.
12. **EQUIPMENT RISK AND INSURANCE.**
 - (a) **RISK.** The Equipment shall be at the risk of the Customer and, for avoidance of doubt, all costs and all risk of loss or damage with respect to the Equipment shall be borne by the Customer.
 - (b) **LIABILITY INSURANCE.** Unless waived by the Lessor, Customer shall obtain and maintain during this Term and any Renewal Period of this Agreement, at the expense of the Customer, a liability insurance policy naming the Lessor as an additional insured, in an amount not less than \$2,000,000.00 or the greater amount stated in this Agreement against liability arising from bodily injury, death or property damage of third parties.
 - (c) **EQUIPMENT INSURANCE.** Customer shall obtain and maintain during this Term and any Renewal Period, at the expense of the Customer, equipment insurance with the Lessor as first payee, in an amount not less than the full insurable value of the Equipment, to the satisfaction of the Lessor (all insurance to be provided under this Agreement being, the "Equipment Insurance").
 - (d) **INSURANCE ON LICENSED EQUIPMENT.** Without limiting the generality of subsections (b) and (c) above, where the Equipment is Licensed Equipment (as defined in the Insurance Verification Form), Customer shall obtain and maintain during this Term and any Renewal Period of this Agreement, at the expense of the Customer, a Standard Automobile Policy (Owner's Form), including S.E.F. No. 5 – Permission to Rent or Lease Endorsement (or such equivalent endorsement in the jurisdiction in which the Licensed Equipment is or will be located) in the name of the Lessor, with respect to the Equipment for the perils, limits and amounts required by Lessor.
 - (e) **DELIVERY OF POLICY.** Customer will furnish to Lessor within 30 days, following delivery of the Equipment, copies of insurance policies, certificates of insurance or other evidence satisfactory that such insurance is in effect from the commencement of this Agreement. Customer shall deliver to the Lessor, within 15 days immediately following the expiry or termination date of any insurance policy required under this Agreement, written evidence (satisfactory to the Lessor) of the renewal or replacement of any such insurance policy.
 - (f) **LOSS OR DESTRUCTION.** In the event of any loss or destruction of the Equipment, the proceeds of insurance shall be due and payable to the Lessor. If any Equipment is lost or stolen, destroyed or damaged beyond repair for any reason or if the Equipment is confiscated, seized or expropriated, Customer shall pay to Lessor all amounts equal to the remaining



LEASE AGREEMENT – STANDARD

Rental Amounts and the End of Term Minimum Resale Value for the Equipment. In the event of loss or damage beyond repair, the Lessor is under no obligation to the Customer to replace the Equipment and continue with the Lease or enter into a new Lease, and the Customer will have no control over the pay out or use of the insurance proceeds. Customer agrees that if it does not provide Lessor with satisfactory evidence of Equipment Insurance within the required time period, then Lessor shall have the right, but not the obligation, to have its own Equipment Insurance placed on the Equipment at Customer's expense. Customer's expense shall include the full premium paid by Lessor and any charges or fees of Lessor or its assignee associated with Lessor placing its own insurance on the Equipment. Customer agrees that the Rental shall be increased to cover such expense during the period such Equipment Insurance is in effect.

(g) **DISCONTINUANCE OF INSURANCE.** Lessor may, at its sole discretion, at any time discontinue insurance coverage by providing the Customer with thirty (30) days' written notice of such discontinuation, in which event the Customer's insurance obligations become those that would have otherwise been in effect on the Agreement.

(h) **PAYMENT UPON LOSS OR DAMAGE.** In the event that any item of the Equipment shall become lost or stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Customer shall promptly notify Lessor and pay to Lessor with respect to such item or items an amount equal to Customer's then relevant Financial Obligation.

13. **INDEMNITY.** Customer agrees to indemnify the Lessor from and against any and all liability, losses, damages, claims, actions, causes of action, injuries, demands, costs, charges and expenses (including environmental claims and any and all legal fees) arising out of or in connection with this Agreement, the Equipment, the use, maintenance, operation, removal, installation and deinstallation of the Equipment, including without limitation, the failure of the Customer to maintain the insurance required by this Agreement.

14. **ASSIGNMENT BY CUSTOMER.** Customer agrees not to sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Agreement or the Equipment without the prior written consent of Lessor.

15. **TITLE.** Title to, ownership of and all proprietary interests whatsoever in the Equipment will at all times be and remain exclusively in the Lessor. The Lessee's only rights therein are to quiet enjoyment and use of the Equipment conditional upon the Customer's compliance with and fulfillment of the terms and conditions of this Agreement for the full Term and any Renewal Period. Lessor and Customer hereby confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though said Equipment may become attached to other equipment or real property. Customer hereby agrees to obtain prior written consent of Lessor prior to attaching the Equipment to other property and to complete, to the satisfaction of the Lessor, any required documentation or filings with respect to such attachment. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner.

16. **DEFAULT; REMEDIES.** The occurrence of any one or more of the following events shall constitute an event of default: (i) failure by Customer to pay any Rental or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by Customer to (A) perform or observe any covenant, condition or agreement under Section 12 of this Agreement or otherwise relating to the requirement to maintain insurance pursuant to this Agreement which failure shall continue for a period of 5 days or (B) any failure perform or observe any covenant, condition or agreement to be performed or observed hereunder (other than a failure set out in (i) or (ii)(A) of this Section) and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by Customer in this Agreement or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) if the Customer ceases to carry on business or the Customer enters into a transaction involving the sale of its assets in bulk or if Customer attempts to sell or dispose of or in any way part with possession of any of its assets outside the ordinary course of its business; (v) Customer becomes insolvent or bankrupt or a trustee or receiver be appointed for Customer or for substantial part of its property without its consent; (vi) if bankruptcy, reorganization or insolvency proceedings be instituted by or against Customer; (vii) if the Equipment becomes subject to any lien other than a lien in favour of the Lessor or a writ of execution, attachment or similar process be issued or levied against the Equipment; (viii) failure by Customer to pay any rental due or perform or observe any covenant, term or obligations to be performed on any other agreement between Lessor and the Customer whether such agreement is executed prior or after this Agreement, Customer specifically acknowledges that an event of default under any other agreement (including, for avoidance of doubt, any other Lease Agreement) between the Lessor and Customer shall constitute an event of default under this Agreement; (ix) a default or event of default occurs under any other agreement between the Customer and any other financial institution, lender or lessor; or (x) if Lessee does or permits to occur any act which in the reasonable opinion of the Lessor materially lessens the value of the Equipment or places the Equipment in danger of loss, damage or destruction. Upon the happening of an event of default, Lessor in its absolute discretion may (or any agent may for and on behalf of the Lessor), subject to applicable law: (a) enter upon the premises where Equipment is located and take immediate possession thereof, whether it is affixed to equipment or to real property or not, and remove the same, without liability to the Lessor for or by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, rent or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit; (b) in the name of and as the irrevocably appointed agent and attorney for Customer and without terminating or being deemed to have terminated this Agreement, take possession of the Equipment and proceed to rent the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as Lessor may deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Customer hereunder; (c) terminate this Agreement and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, require Customer to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rental Amounts payable to the expiration of the Term calculated by discounting such amounts to two (2%) percent per annum; and (iii) the amount of the End of Term Minimum Resale Value; (d) require payment of the default interest and charges described in paragraph 20 below; (e) appoint any receiver and/or manager in respect to this Agreement, the Equipment and/or the Customer and no such Receiver need be appointed, need its appointment ratified, or need its actions in any way supervised, by a court. Upon payment by Customer of its Financial Obligation, Lessor shall refund to Customer the net amount received by Lessor on any sale, lease or disposition of the Equipment after deducting all costs and expenses incurred by reason of the event of default or the exercise of Lessor's disbursements on a solicitor/client basis. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

17. **NOTICES/FACSIMILE TRANSMISSION.** Notices under this Agreement shall be in writing. Notices shall be given to the receiving party at the address, email address or fax number last communicated to the sender. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), fax, email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Notices shall be deemed given (i) on the date of delivery, if delivered by hand or e-mail (ii) when the sender receives an appropriate confirmation of receipt if sent by facsimile transmission or courier; or (iii) on the 3rd postal delivery day following the date of mailing, if sent by mail at a time when normal postal service is in effect. All information transmitted by e-mail or facsimile transmission shall be conclusively considered to be valid and Lessor shall not be responsible for any liability or loss incurred by Customer for acting or failing to act on instructions so received (other than due to Lessor's gross negligence or willful misconduct). The Lessor may, if necessary, enter into evidence in any trial the facsimile transmission received by the Lessor (or any photocopy or electronic copy (including in pdf format) such a transmission) as if it were the original document, and the facsimile transmission copy will be sufficient and valid proof of the information contained in the facsimile transmission communication.

18. **FURTHER ASSURANCES.** Customer will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Customer shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

19. **DEFAULT INTEREST AND COLLECTION CHARGES.** All reasonable charges and expenses incurred either directly or indirectly by the Lessor in seizing, caring for, preserving and selling or otherwise disposing of the Equipment or in collecting the Financial Obligation (including legal costs on a solicitor and client basis) shall be debt due to the Lessor and forthwith payable by the Customer. Should Customer fail to pay when due any part of the Rental or renewal Rental reserved in this Agreement or any sum required to be paid to Lessor hereunder, the Customer shall pay to the Lessor, in addition thereto, late payment fees or charges at such rates as established by the Lessor from time to time for each month or part thereof for which said Rent or other sum shall be delinquent together with interest on any such sums in default from the due date thereof until paid in full at the rate of 2% per month compounded monthly (26.82% per annum). Customer further agrees to pay to Lessor a returned payment or non-sufficient funds (NSF) charge to reimburse Lessor for its time and expense incurred with respect to a payment or a Pre-Authorized Payment debit that is returned for any reason, such NSF charges are at the rates established by the Lessor from time to time.

20. **LEASE BROKERS.** Customer acknowledges and agrees that any broker engaged by the Customer to initiate or secure this Lease is and shall be deemed the agent and representative of the Customer and no representation, warranty or other statement made by the broker to induce the Customer to enter into this lease is or shall be binding upon the Lessor unless specifically accepted by the Lessor in writing.

21. **FINANCING STATEMENT.** Lessor may file a financing statement or similar registration with respect to this Lease. Any such filings or registrations, may, but are not necessarily to be deemed evidence of intent to create a security interest under Personal Property Security legislation or similar legislation. To the extent permitted by law, Customer waives requirement of being provided with a copy of any financing or verification statement or renewal thereof.

22. **ADD-ON EQUIPMENT.** Customer and Lessor agree that additional Equipment ("Add-on Equipment") may be rented pursuant to this Agreement, the terms and conditions of which shall apply thereto, provided Customer and Lessor agree in writing to the specific terms and conditions of such rental. Any such writing, which may include a purchase order issued by Customer for such Add-on Equipment, shall provide: (1) reference to this Agreement; (2) a description of the Add-on Equipment; (3) the Term of such rental; (4) the payment frequency or number of payments; and (5) the Rental amount payable for the Add-on Equipment. The rental of such Add-on Equipment shall be subject to the terms and conditions of this Agreement except as specifically provided in such writing.



LEASE AGREEMENT – STANDARD

23. **FEES AND CHARGES.** Customer agrees to pay the usual and reasonable fees and charges imposed by the Lessor in relation to the entry and operation of the lease arrangement and any amendment, assignment or alteration at the rates established by the Lessor from time to time, including but not limited to contract initiation fees, re-write or trade-up fees, assumption fees, assignment fees, processing and insurance fees, NSF fees, late payment or disposition fees, wire transfer fees, fixture filing and registration fees as may be applicable or necessary. Customer acknowledges and agrees that such fees may be added to any balance outstanding and that Customer shall not be entitled to request or receive a financing discharge statement until all such fees have been paid in full.

24. **MISCELLANEOUS.** This Agreement shall be governed by the Laws of the Province or Territory where the Customer is located as evidenced by the address on the first page of this Agreement and the federal laws of Canada applicable in such Province or Territory. Time is of the essence with respect to this Agreement. No waiver by Lessor of any default shall constitute a waiver of any other default by Customer or waiver of Lessor's rights. Should Customer fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 2% per month compounded monthly (26.82% per annum) shall be considered as additional Rental to be paid by Customer and be payable as part of the Rental or otherwise on demand by the Lessor. This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth in this Agreement and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement. Lessor may rely on electronic copies (including in .pdf format) or facsimile, and any such electronic copy or facsimile of a signature will be binding upon the signatory as if it were an original signature. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Clerical errors shall not affect the validity of this agreement and Lessor shall be entitled to unilaterally correct the same. To the extent permitted by law or statute and to the extent the same extends to and relates to this Agreement as amended or renewed or any collateral security thereto or promissory note, Customer waives the benefit of all provisions of any applicable conditional sales, regulatory credit and other statutes and regulations made in any manner, which affect, restrict or limit the rights of Lessor including without limiting the generality of the foregoing, all of the rights, benefits and protection given or afforded to it by Section 49 of the Law of Property Act of Alberta as amended and the provisions of the Limitations of Civil Rights Act of Saskatchewan as amended. Customer also waives any right to demand security for costs in the event of litigation. Lessor and Customer represent and agree that the persons signing this Agreement have the capacity and authority to sign the Agreement and the Corporate Seal of either party need not be affixed to this Agreement. Where this is more than one customer you acknowledge your obligation and liability is joint and several. Unless otherwise provided on the face of this Agreement all amounts payable hereunder are payable in Canadian dollars. Headings and sections are only for convenience and do not affect interpretation.

25. **PERSONAL INFORMATION - CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION.**

"Information" means personal, financial and other information about you that you provide to us or that we obtain from others, including through the services you use. By signing below, you consent to Lessor collecting, using and disclosing your information as described below and in the Concentra Privacy policy. You may view our Privacy policy at www.concentra.ca/privacy, or obtain a copy by calling our Client Support at 1-800-788-6311.

(i) Collection

We may collect Information including:

- Information about you and your background, including your name, intended use of your accounts, address, contact information, gender, age, date of birth, occupation, employment history, and identification;
- Information about your dealings with and through us, including information about your financial transactions and your use of our services;
- Your preferences in relation to the financial products and services we provide to you;
- Other Information we may need to provide you with particular services; and
- Other Information which is required by applicable laws, including laws relating to taxation, money laundering and terrorist financing.

We may collect Information from you and from other sources, including from:

- Government agencies and registries, law enforcement authorities, and public records;
- Credit reporting agencies, other financial or lending institutions;
- Individuals or organizations with whom you make arrangements, employers, and other service providers or agents;
- Persons authorized to act on your behalf under a power of attorney or other legal authority;
- Your interactions with us, including over the phone or our Client Support, through email or the internet, or through other systems used to access our services; and
- Records that reflect your dealings with and through us.

You authorize our collection of your Information from these sources and, if applicable, you authorize these sources to give us the Information.

(ii) Purposes

We will limit the collection and use of your Information to what we require in order to serve you as our customer and to administer our business, including:

- To verify your identity;
- To determine your eligibility for lease products and services;
- To evaluate and process your applications, accounts, transactions and records;
- To provide you with our services, and information related to your lease account;
- To contact you relating to your accounts and services with us;
- To investigate and help protect you, us and others against financial abuse, fraud, error, criminal activity
- and other risks;
- To help manage and assess our risks, operations and relationship with you;
- To help us collect a debt or enforce an obligation owed to us by you;
- To comply with legal and regulatory requirements applicable to us;
- If you ask for accounts or services that may generate interest or other investment income, we will ask for your social insurance number (SIN) for revenue reporting purposes required by the *Income Tax Act* (Canada). If we ask for your SIN for other purposes, you can choose not to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to allow us to use your SIN as an aid to identify you with credit reporting agencies; and
- We may exchange information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit limits, help us collect a debt or enforce an obligation owed to us by you, or manage and assess our risks.

(iii) Verification of Identity

Lessor is required by law to verify the identity of its customers. Lessor has engaged Securefact Transaction Services, Inc. (hereinafter "**Securefact**") to perform identity verification services. To verify your identity, either as an individual or an attestor or signing authority on behalf of a corporate entity, Securefact will match your personal information with the information contained in your credit file report and with records maintained by other third party sources, including telecommunications and other service providers.

By signing below, you consent to Securefact and Lessor collecting, using, disclosing, and storing your personal information (including your Name, Address, Date of Birth and Social Insurance Number if you choose to provide it) for the purpose of identity verification, including consent to Lessor disclosing your personal information to Securefact and to Securefact disclosing your personal information to Lessor. You further consent to your personal information being compared to information contained in your credit file report and to records maintained by third parties, including telecommunications and other services providers, and you consent to those third parties providing your personal information to Securefact and to Lessor for the purpose of identity verification.

(iv) Disclosure

We will limit the disclosure of your Information to what we require in order to serve you as our customer and to administer our business, including:

- To the extent authorized herein or any agreement between you and us, at your request or with your consent;
- In response to a subpoena, court order, search warrant or other valid and authorized information requests from domestic and international authorities;
- To other organizations that perform services for you or for us, or on our behalf, including any organization that provides us with administration services related to the lease;
- To investigate and help protect you, us and others against financial abuse, fraud, error, criminal activity
- and other risks;
- When we sell all or part of our business, insure, sell or securitize assets, or merge or amalgamate parts of our business, or when considering those transactions;
- To manage and assess our risks and operations, including to help us collect a debt or enforce an obligation owed to us by you;
- To comply with legal and regulatory requirements applicable to us and where required or permitted by law; and
- We may share your Information within the Lessor group of companies to manage your total relationship within the Lessor group of companies, including servicing your accounts and maintaining consistent information about you.

Recipients of your Information, including other organizations that perform services for us or for you, may be located outside of Canada, and may be required to disclose your information under the laws that apply in the jurisdiction where they are located.

(v) Marketing

We may also use your Information for marketing purposes, including to:



LEASE AGREEMENT – STANDARD

- a. Tell you about other products and services that may be of interest to you, including those offered by other businesses within the Lessor group of companies and others we select;
b. Conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services; and
c. Contact you by telephone, mail, email, text message or other methods. We will only send you commercial messages by electronic methods if we have your express consent to do so.

(vi) Commercial Electronic Messages:

[] Yes, I consent to receive commercial electronic messages regarding exclusive offers and perks, new products and services, and company news and updates from Lessor and its partners. You may opt out of receiving commercial electronic messages at any time.

(vii) Electronic Delivery of Documents

Under applicable law we require your consent to send you certain communications by electronic methods. We will not send you those communications by electronic methods unless you have signed or otherwise accepted our Consent to Electronic Delivery of Documents. If you consent and we send you a notice or other communication by electronic methods, then you will be considered to have received it when the electronic communication enters the information system designated by you in the Consent to Electronic Delivery of Documents.

(viii) Withdrawing Consent For Optional Purposes

You may withdraw your consent to use your SIN as an aid to identify you with credit reporting agencies, to contact you by telephone, email, text message or other methods with offers that may be of interest to you or for any of the opt-out choices described in our Privacy policy by calling our Client Support at 1-800-788-6311.

If you have a question about our Privacy policy or a privacy concern, you may contact our Privacy Office in writing at 333 3rd Avenue North, Saskatoon, SK, S7K 2M2, by telephone at 1-800-788-6311 (please ask for the Privacy Office) or by email at privacyoffice@concentra.ca.

26. ELECTRONIC SIGNATURES AND ELECTRONIC CHATTEL PAPER. The express intent of the parties is that this Agreement be a valid and legally enforceable agreement between the Customer and Lessor notwithstanding the use of an electronic signature. The words "signature," "sign," "signed," "execute," and words of like import in or relating to this Agreement or any other written or electronic document or records signed in connection with this Agreement shall be deemed to include, without limitation, electronic signatures and contract formations on electronic platforms, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature and/or physical delivery such manual signature to the full extent provided for in the Electronic Commerce Act, 2000, Personal Information Protection and Electronic Documents Act, International Electronic Communication Convention Act, 2017, the applicable Personal Property Security Act or any other applicable law based on the foregoing. Each party hereby represents and warrants to the other party that its electronic signature on any contract, record or other document (including, without limitation, any amendments and supplements) shall be valid and legally enforceable. Each party agrees to not contest, call into question or otherwise challenge, in each such case, on the grounds that such signature was in electronic form, the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Further, the parties agree that electronic signature means a symbol or signature, or process attached to, or associated with, a contract (including any amendments or supplements) or other document or record and adopted by a contracting party with the intent to sign, authenticate or accept such contract, document or record. Both Customer and Lessor agree that any amendments or supplements, or any other written or electronic document or record signed in connection with this Agreement may be authenticated by electronic signatures. Notwithstanding anything in this Agreement to the contrary, if for any reason an electronic signature on any amendments or supplements, is held invalid or unenforceable by a court of competent authority solely due to the signature being in electronic form, Customer and Lessor agree to work in good faith to execute such other instrument, agreement, amendment or modification to make the invalid or unenforceable amendment or supplement, as applicable, valid and enforceable on the same terms and with the same effect as if such initial amendment or supplement, as applicable, were valid and enforceable and upon the effectiveness of such instrument, agreement, amendment or modification no event of default shall be deemed to have occurred under this Section. For the sole purpose of establishing original chattel paper to enforce a security interest, Customer and Lessor unconditionally agree that the physical printed version of this Agreement and any amendments and supplements to such Agreement containing an electronic signature or signatures with the legend "Original" or "Original Chattel Paper" shall constitute the only original authoritative chattel paper version and record. Customer and Lessor further agree, unless the electronic platform used automatically includes an "Original" or "Original Chattel Paper" legend on such electronically signed agreement, amendment or supplement, Lessor shall be the sole party responsible for adding such legend on to such document and Customer shall not add such legend on such document unless expressly instructed by Lessor. Should Customer add any legend to any agreement, amendment or supplement, Customer shall also generate a duplicate document imprinted with "Duplicate Original" or other similar legend. The provisions of this Section shall not restrict or affect the offering or acceptance of any lease or related agreement without legends as evidence in non-security interest enforcement proceedings.

Company: 13895416 Canada Inc.

DocuSigned by: Muhammad Kashif Sadiq
SIGNATURE: F16F416078A941F
Muhammad Kashif Sadiq, Director

Name: Muhammad Kashif Sadiq

DocuSigned by: Muhammad Kashif Sadiq
SIGNATURE: F16F416078A941F

4/12/2022

DATE

Contract No. 57310


LEASE AGREEMENT – STANDARD
**SCHEDULE A
PAYMENT SCHEDULE**

This is the Schedule attached to and forming an integral part of the Concentra lease Contract bearing Contract No. 57310.

PAYMENT SCHEDULE

PAYMENT PERIOD (Number of Payments)	DATE (mm/dd/yy)	RENTAL AMOUNT (Excluding Tax)	TAX			TOTAL PAYMENT
			GST	HST	PST	
1 47	04/12/2022	\$9,150.00	\$0.00	\$1,189.50	\$0.00	\$10,339.50
	05/12/2022	\$2,113.15	\$0.00	\$274.71	\$0.00	\$2,387.86



**SCHEDULE B
ASSET DESCRIPTION AND SERIAL NUMBER(S)**

This is the Schedule attached to and forming an integral part of the Concentra Lease

Contract bearing Contract No. 57310.

Equipment Description	Serial Number
2019 Volvo 760 Semi-Tractor	4V4NC9EH1KN904918



SCHEDULE C
DELIVERY AND ACCEPTANCE CERTIFICATE

Attached to and forming an integral part of the Concentra Lease Contract bearing # 57310.

TO: CONCENTRA BANK ("Lessor")

Re: Contract #: 57310 (the "Lease")
Between the Undersigned ("Customer") and the Lessor.

1. The Equipment described in the Lease was received by Customer not more than five (5) days prior to the date on which this certificate is executed OR if this is not correct, the actual delivery date was as follows:

(Month, Day, Year)

2. The Equipment has, on or before the date hereof, been received and accepted by us and is satisfactory in all material respects.

3. We authorize Lessor or its assignee to pay for such Equipment and to commence the Lease on the date of this Certificate (the "Lease Commencement Date") or if Lessor waives this Certificate, on such other date as is provided for in the Lease.

Dated this ___ day of 4/12/2022, 20___.

Legal location of Equipment: (Required for all leases where the equipment is attached to real property for registration of fixture filing notice).

10 Amy Ave, Brampton, ON L6P 3L7

Customer Name: 13895416 Canada Inc. and Muhammad Kashif Sadiq

DocuSigned by:
By: Muhammad Kashif Sadiq
F16E416078A041E...

Muhammad Kashif Sadiq, Director
Name/Title

DocuSigned by:
By: Muhammad Kashif Sadiq
F16E416078A041E...

Muhammad Kashif Sadiq
Name



INSURANCE VERIFICATION

Contract No: 57310

Attach confirmation of insurance to your lease document package or complete the following information, sign, date and forward to Concentra Bank, Attention: Commercial Leasing Services prior to lease funding.

Customer Name: 13895416 Canada Inc. and Muhammad Kashif Sadiq		
Address: 10 Amy Ave Brampton, Ontario L6P 3L7		Phone: (416)270-4000
Description (Make/Model): 2019 Volvo 760 Semi-Tractor		Licensed Equipment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Serial Number: 4V4NC9EH1KN904918	Equipment Value: \$91,500.00	
Insurance Agency:		
Address:		Contact:
Phone:	Fax:	E-mail:
Insurance Broker:		
Address:		Contact:
Phone:	Fax:	E-mail:
Insurance Coverage		
The Customer is responsible for furnishing Concentra Bank ("Concentra"), with proof that property damage insurance and third party liability coverage required by the Lease Agreement is in effect on the equipment listed above (the "Equipment").		
UNLICENSED EQUIPMENT		
The Customer shall provide Concentra Bank with a copy of the insurance policy satisfactory to Concentra Bank with respect to the Equipment to the following perils, limits and amounts.		
Type of Insurance	Limit	Other Requirement
Liability Insurance	Not less than (check one): <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> Other Amount \$ _____	Concentra Bank must be shown as an "Additional Insured Party"
Equipment Insurance	Not less than the Equipment value identified above.	Concentra Bank must be shown as a "First Loss Payee"
Environmental Insurance	Not less than (check one): <input type="checkbox"/> Not Applicable <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> Other Amount \$ _____	Policy must be satisfactory to Concentra Bank
LICENSED EQUIPMENT		
Where the Equipment is Licensed Equipment, Customer shall, within 30 days after delivery of the Equipment, provide Concentra Bank with a copy of a Standard Automobile Policy (Owner's Form), including S.E.F. No. 5a – Permission to Rent or Lease Endorsement (along with any endorsements and applicable certificates) in the name of Concentra Bank with respect to the Equipment for the following perils, limits and amounts:		
Insuring Agreements	Perils	Limits and Amounts
Section A (Third Party Liability)	Legal liability insurance for bodily injury to or death of any person or damage to property	\$5,000,000 (Exclusive of costs and cost judgment interest) for loss or damage resulting from bodily injury to or death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident. Concentra Bank must be shown as "Lessor".



INSURANCE VERIFICATION

Section B (Accident Benefits)	Sub. Sec. 1	Payments for Death or Bodily Injury	\$	As stated in Section B of the Policy; or Each Person
	Sub. Sec. 2		Principal Sum:	Max. Weekly Benefit:
			\$	\$
	Sub. Sec. 3	Uninsured Motorist	As stated in Section B of the Policy	
Section C Loss or Damage to Owned Automobiles	Sub. Sec. 1	All Perils	\$	The amounts expressed in the column to the left are the maximum deductibles on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile. Concentra Bank must be shown as "first loss payee".
	Sub. Sec. 2	Collision or Upset	\$	
	Sub. Sec. 3	Comprehensive (excluding collision or upset)	\$	
	Sub. Sec. 4	Specified Perils (excluding collision or upset)	\$	

Endorsements:

"Licensed Equipment" means any motor vehicle, vehicle trailer, motorcycle or other device which is required to be licensed by a regulatory authority in order to legally operate in the jurisdiction in which such Equipment is or will be used.

Terms & Conditions

The Customer agrees to:

- Instruct the insurance agency to mail an original policy to:
[Concentra Bank, Attention: Commercial Leasing Services, 333 – 3rd Street North, Saskatoon, SK S7K 2M2.](#)
- Notify Concentra Bank (Attention: Commercial Leasing Services), of all changes that are made to the insurance coverage within 30 days, by registered mail.
- Deliver to Concentra Bank, within 15 days immediately following the expiry or termination date of any insurance policy referred to above, written evidence (satisfactory to Concentra Bank) of the renewal or replacement of any such insurance policy.
- Reimburse Concentra Bank for all amounts Concentra Bank would not otherwise be liable to pay if the Customer fails to maintain the insurance policy(s) identified above in accordance with the Lease Agreement.
- With regards to the insurance policy(s) covering the Equipment financed on this Lease Agreement, Lessor requires that the full amount of the Equipment be insured and that, Concentra Bank or its assign, be added as "Loss Payee" on your All Perils Coverage and be added as "Additional Insured" on your Liability Coverage.

Customer hereby authorizes Concentra Bank to contact our insurance agency to acquire confirmation of the above coverage and also hereby authorizes the insurance agency described above to supply Concentra Bank, (Attention: Commercial Leasing Services) with an original policy within 60 days.

DocuSigned by:
 Customer Signature: Muhammad Kashif Sadiq Date: 4/12/2022
F16E416078A941E...

DocuSigned by:
 Customer Signature: Muhammad Kashif Sadiq Date: 4/12/2022
E16E416078A941E...

Please email a copy of the policy today to: commercialLeasing-Funding@concentra.ca or fax us a copy at 1-800-852-9097. If you are unable to do this today, please confirm that this request is completed by signing below. Thank you.

 (Authorized Signature of Insurance Agent) Date: _____

Policy Number: _____ Expiry Date: _____

 Affix: Insurance Company Address Stamp

Contract No. 57310



BUSINESS PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

I/We authorize Concentra Bank ("Concentra") and the financial institution designated (or any financial institution I/We may authorize at any time) to debit my/our account as per my instructions for **regular payments** outlined below and/or **from time to time for additional payments for all fees and charges arising** under my Concentra contract. **I/We waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any changes in the amount of the PAD due to my/our authorization.** Concentra will obtain my/our further authorization for any other sporadic debits.

This authority is to remain in effect until Concentra has received written or electronic notification from me/us of its change or cancellation. This notification must be received at least ten (10) business days before the next debit is scheduled addressed to:

Concentra Bank, Attention: Commercial Leasing Services, 333 – 3rd Street North, Saskatoon, SK S7K 2M2.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD agreement at my/our financial institution or by visiting www.payments.ca

CLIENT DETAILS

Contract Number 57310

(Concentra Number)

Name 13895416 Canada Inc. and Muhammad Kashif Sadiq

(Please Print)

Address 10 Amy Ave

City Brampton

Province Ontario

Postal Code L6P 3L7

PAYMENT DETAILS (Specimen cheques marked "VOID" attached).

Business PAD

Fees: \$0.00

Advance Payment Amount: \$9,150.00 + applicable taxes

Regular Payment Amount: \$2,113.15 + applicable taxes

Frequency of PAD: Scheduled Monthly

★ Choose a Payment Date:

The regular payment will be debited to the account on the:

5th

15th

Other 12th

FINANCIAL ACCOUNT DETAILS

Financial Institution Name _____

Account Number _____

Transit and Route _____

(Branch – 5 digits; FI-3 digits)

Address _____

AUTHORIZATION

I/We warrant and guarantee the person(s) whose signature(s) are required to sign on the Account have signed the Authorization.

DocuSigned by:

Muhammad Kashif Sadiq

4/12/2022

Date: _____

F16E410078A941E...
(Payor Signature)

DocuSigned by:

Muhammad Kashif Sadiq

4/12/2022

Date: _____

F16E410078A941E...
(Payor Signature)



ADDITIONAL TERMS AND CONDITIONS (PAD)

1. By signing this Authorization, I/we:
 - (a) acknowledge having received and having read a copy of this Agreement, including the Terms and Conditions on this page;
 - (b) acknowledge understanding the Terms and Conditions of this Agreement; and
 - (c) agree to be bound by the Terms and Conditions of this Agreement, including the terms and conditions on this page.
2. I/We undertake to inform Concentra, in writing, of any change in the Account information provided in this Authorization 10 days prior to the next due date of the PAD.
3. Concentra may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.
4. Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Concentra. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
5. I/We acknowledge that provision and delivery of this Authorization to Concentra constitutes delivery by me/us to the Financial Institution. Any delivery of this Authorization to Concentra constitutes delivery by me/us.
6. This Authorization is for fixed and variable amount PADs recurring at set intervals. A Dishonored PAD will be re-presented within 30 days of the original debit. A NSF fee will be added to the next regular payment. I/we have waived any and all requirements for pre-notification of debiting. I/we acknowledge I/we will not receive written notice from Concentra of the amount to be debited or the due date(s) of debiting.
7. If this Authorization provides for PADs with sporadic frequency, I/we understand that Concentra is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Financial Institution to debit the Account.
8. I/We acknowledge that the Financial Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
9. I/We acknowledge that the Financial Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Concentra as a condition to honoring a PAD issued or caused to be issued by Concentra on the Account.
10. I/We acknowledge that, if this Authorization is for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
 - (a) the PAD was not drawn in accordance with this Authorization;
 - (b) this Authorization was revoked.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a) or (b) took place must be completed and presented to the branch of the Financial Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.
11. I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and Concentra and there is no entitlement to reimbursement from the Financial Institution.
12. **I/We have certain recourse rights if any debit does not comply with this Agreement. For example, I/We have the right to receive reimbursement for any debit that that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/We may contact my/our Financial Institution or visit www.payments.ca.**
13. I/we consent to the disclosure of any personal information that may be contained in this Authorization to the Financial Institution that holds the account of Concentra to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the rules of the Payments Canada.
14. If this PAD agreement is entered into electronically, Concentra is required to verify details provided by you in connection with an electronic PAD agreement and provide you with written confirmation of this PAD authorization (the "Confirmation") at least fifteen (15) days before the due date of the first PAD. **I/We agree to the reduction of the period between Confirmation and the due date of the first PAD to three (3) days.**

Contract No. 57310



Date: April 12, 2022

To: 13895416 Canada Inc. and Muhammad Kashif Sadiq
10 Amy Ave.
Brampton, ON
L6P 3L7

Re: Confirmation of Pre-Authorized Debit Sign-up

Thank you for signing up for Pre-Authorized Debits (“PAD”) from Concentra Bank. We have accepted your PAD Agreement, and we are writing to confirm the following details:

Financial Institution Name:

Transit Number:

Account Number:

Payment Amount: 1 @ \$9,150.00 + applicable tax, 47 @ \$2,113.15 + applicable tax

Payment Frequency: Monthly

Payment Start Date: April 8, 2022

Type of Pre-Authorized Debit: Business PAD

You have agreed to waive your right to receive pre-notification of the amount of the PAD and agreed that you do not require advance notice of the amount of PADs before the debit is processed.

Your PAD Agreement may be cancelled provided notice is received by us at least ten (10) business days before the next scheduled PAD. If any of the above information is incorrect, please contact Concentra Bank immediately at Commercial Leasing Services, 333 – 3rd Street North, Saskatoon, SK S7K 2M2, or by calling us at 1-800-409-2029. If the details are correct, you do not need to do anything further and your PADs will be processed and start on the Payment Start Date indicated above.

You have certain recourse rights if any debit does not comply with these terms. For example, you have the right to receive a reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca.

Thank you,

Concentra Bank
333 3rd Avenue N.
Saskatoon, Sk S7K 2M2
Phone: 1-800-409-2029

3C [2C-A AMENDMENT] VERIFICATION STATEMENT / ETAT DE VERIFICATION

DRAFT ID	ED22C-A1004183330	CLIENT REF	ED2CF52722C01013
TOTAL 3C PAGES	2	DOCKET	57310
CREATED	4 Oct 2022	PRINTED	17 Oct 2022 2:51:56 PM

REGISTRATION NO / NEUVEAU NO D'ENREGISTREMENT	20221005 1002 1462 2339	REDUCTION/ DIMINUTION	
NEW REFERENCE FILE NO / NO DE DOSSIER DE REFERENCE	781964127	OLD REFERENCE FILE NO / ACIENT NO DE DOSSIER DE REFERENCE	781964127
CAUTION FILING/AVERTISSEMENT	NO	EXPIRY DATE / DATE D'EXPIRATION	12 Apr 2027

AMENDMENT / CORRECTION

REASONS FOR AMENDMENT / MOTIFS DE CORRECTION
DELETING DEBTOR NAME FROM 13895416 CANADA INC. AND MUHAMMAD KASHIF
SADIQ . ADDING DEBTORS 8438048 CANADA INC AND NARINDER SHOKER

DEBTORS REGISTERED / DEBITEUR ENRIGISTRE

REFERENCE DEBTOR	13895416 CANADA INC.		
DEBTOR	8438048 CANADA INC 6 DAROU CRES BRAMPTON, ON L6R0N7		
DEBTOR	NARINDER SHOKER	DOB	24 Apr 1981
	1 BILLY COURT CALEDON EAST, ON L7C3X4		

SECURED PARTY REGISTERED / CREANCIER GARANTI

COLLATERAL CLASSIFICATION / CLASSIFICATION DES BIENS GREVES

CONSUMER GOODS / BIENS DE CONS	INVENTORY/ STOCK	EQUIPMENT / MATERIEL	ACCOUNTS / COMPTES	OTHER / AUTRE	MOTOR VEHICLE INCLUDED / VEHICULE AUTOMOBILE INCLUS
---	---------------------	-------------------------	-----------------------	------------------	--

PRINCIPAL AMOUNT / MONTANT PRINCIPAL GARANTI	DATE OF MATURITY/
--	----------------------

DATE
E'CHANCE

MOTOR VEHICLE DESCRIPTION/DESCRIPTION DU VEHICULE AUTOMOBILE

YEAR / ANNEE	MAKE / MARQUE	MODEL / MODELE	VIN
-----------------	---------------	----------------	-----

GENERAL COLLATERAL DESCRIPTION/DESCRIPTION GENERALE DU BIEN GREVE

REGISTERING AGENT/AGENT D'ENREGISTREMENT

CONCENTRA BANK C/O COMMERCIAL LEASING, 333-3RD AVE N SASKATOON SK S7K2M2

COURTESY NOTES / AVIS A TITRE GRACIEUX

[END OF REGISTRATION]



LEASE AGREEMENT – STANDARD

Client No. 102251		CONTRACT NO. 53512	
CUSTOMER FULL LEGAL NAME		8438048 Canada Inc. and Narinder Singh Shoker	
ADDRESS	6 Darou Crescent		
CITY	Brampton	PROVINCE	Ontario
POSTAL CODE	L6R 0N7		
CUSTOMER CONTACT	Narinder Singh Shoker	PHONE NUMBER	(905)216-2439
FAX NUMBER			
GST EXEMPTION NO.		PST EXEMPTION NO.	
EMAIL	amgfleets@gmail.com		
LOCATION OF COLLATERAL	Equipment location (if different than above)		
LESSEE OWNS PREMISES	<input type="checkbox"/> YES <input type="checkbox"/> NO	Name and address of Landlord if collateral is to be placed in rented premises	
ASSET DESCRIPTION & SERIAL NUMBER	As per attached Schedule B		
ADVANCE PAYMENT DATE Completed by Concentra	March 22, 2021	NEXT PAYMENT DATE Completed by Concentra	April 22, 2021
Payment Frequency	Monthly	Initial Term (Months)	60
Province (Equipment Location)	ON	Payment Method	<input checked="" type="checkbox"/> Pre-authorized Payment <input type="checkbox"/> Invoice <input type="checkbox"/> Post-dated Cheques
CHOOSE A PAYMENT DATE	<input type="checkbox"/> 5 th	<input type="checkbox"/> 15 th	Other 22nd
PAYMENT SCHEDULE	As per attached Schedule A		
END OF TERM MINIMUM RESALE VALUE	\$1.00 plus applicable taxes payable		
Payments will be made in advance. Payments subject to change if tax amounts change. (Estimated: subject to verification by Concentra)			
INSURANCE AGREEMENT	THIRD PARTY LIABILITY COVERAGE AMOUNT \$2,000,000.00 (Completion MANDATORY on all Licensed Equipment)		
BILLING SURCHARGE	Where an invoice is requested, the Customer hereby acknowledges that a \$10.00 surcharge will be added to each Rental to cover the Lessor's billing and handling expenses. The surcharge is subject to change without notice. Customer may avoid this billing surcharge by completing the "Pre-Authorized Payment Plan" section below.		
PRE-AUTHORIZED PAYMENT PLAN	Lessor is hereby authorized to periodically draw payment under its Pre-Authorized Payment Plan from the account as identified on the Business Pre-Authorized Debit (PAD) Agreement completed by the Lessee.		

CUSTOMER ACKNOWLEDGEMENTS: In this agreement, including its Terms and Conditions, schedules, any PAD Agreement, and/or any related guarantees (together, the "Agreement"), Lessor means Concentra Bank ("Concentra"), or any assignee of Concentra and the words Customer, Lessee and You all refer to the above named Customer(s). By signing this Agreement: you acknowledge the Lessor has made no representations or warranties regarding the Equipment; you acknowledge and agree you have selected the Equipment for lease; you acknowledge and agree to all Terms and Conditions of this Agreement which are set forth on this page and/or the following pages; in the event the Agreement is assigned to a credit union, to the extent that it may be necessary you hereby apply for membership in the credit union; you acknowledge having read the entire lease and accept the Terms and Conditions that are part of this lease. Where there is more than one customer you acknowledge your obligation and liability is joint and several.

EXECUTE AGREEMENT HERE WHEN SIGNING AS A LIMITED COMPANY OR CORPORATION

Company: **8438048 Canada Inc.**

Date: 3/22/2021

DocuSigned by:

By: Narinder Singh Shoker
A3EB140353744C9...
(Authorized Signature)

Title: Director

The signatory affirms that he/she is duly authorized to execute this Agreement.

EXECUTE AGREEMENT HERE WHEN SIGNING AS AN INDIVIDUAL

Date: 3/22/2021

DocuSigned by:

By: Narinder Singh Shoker
A3EB140353744C9...
Narinder Singh Shoker

DELIVERY AND ACCEPTANCE CERTIFICATE As per attached Schedule **C**

Concentra Bank

Senior Director, Commercial Leasing

Senior Manager, Commercial Operations



LEASE AGREEMENT – STANDARD

TERMS AND CONDITIONS

Lessor hereby rents to lessee ("Customer") and Customer rents from Lessor the property listed and described in this Agreement (the "Equipment") under the terms and conditions set forth herein. Customer warrants that the Equipment is being rented and will be used for business and commercial purposes only. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of the duly authorized representative of Lessor.

1. **NON-CANCELLABLE CONTRACT.** This Agreement cannot be terminated during the term set forth in this Agreement (the "Term") except as expressly provided in this Agreement.

2. **RENTAL.** Customer shall pay to Lessor on the first day of each payment period of the Term the rental amount set forth in this Agreement ("Rental") commencing in the month during which the Equipment is delivered to Customer and continuing for the Term. If the Rental includes a cost of service or maintenance, Customer acknowledges that such inclusion is for Customer's convenience and Customer will not assert against Lessor any claim by way of abatement, defense, set off, compensation, counterclaim or the like which Customer might have under any service or maintenance agreement.

3. **LOCATION AND USE.** The Equipment shall be located and used at the location designated in this Agreement and shall not be moved without the prior written consent of Lessor. Customer shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts, servicing and repair required thereof. Customer shall cause the Equipment to be operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified persons only.

4. **REPRESENTATIONS AND WARRANTIES.** Customer acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Customer for the purpose of the rental thereof to the Customer under this Agreement. Except as hereafter set forth, no representation or warranty, express or implied, legal, statutory, customary or otherwise is given or made in respect to the Equipment, including without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Customer, is not as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Customer shall claim only against such vendor or manufacturer under such warranties made available to Customer and shall nevertheless unconditionally pay Lessor all Rental and other amounts payable hereunder. To the extent that the Equipment is subject to any warranty, guarantee and other representation of the Equipment's manufacturer or supplier, the Lessor assigns all rights and remedies of the Lessor under such warranties, guarantees or representations to the Lessee to the extent that the same are assignable. In no event shall Lessor be liable for any damage, including, without limitation direct, special, consequential, indirect, and exemplary or punitive damages, whether or not such damages were foreseeable and even if Lessor was advised that such damages were likely or possible. The Lessor makes no representation to the Customer as to the manner in which amounts paid under this Agreement will be treated in calculating the Customer's income tax. Unless otherwise specifically agreed to in writing by the Lessor, this Agreement is and shall be considered a term lease only and nothing herein shall be construed as or deem the Agreement to be a conditional sales contract.

5. **SOFTWARE LICENSE.** Lessor hereby grants to Customer and Customer accepts a non-transferable and non-exclusive license to use on the Equipment software products provided therewith ("Software"). Customer may not alter or modify Software and will not copy, disclose or otherwise make available the Software in whole or in part to any person without the prior written approval of Lessor.

6. **ASSIGNMENT.** Lessor may at any time without notice to or the consent of Customer assign all or part of its interest in this Agreement or the Equipment. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Customer hereby accepts all such rights. In this Agreement the word Lessor shall refer to the original Lessor and after assignment the Assignee or any subsequent Assignee. The sale, assignment and transfer of this Agreement include all rentals and other monies payable hereunder, including any insurance proceeds. Upon assignment, Lessor is fully released from any and all claims by the Customer and/or the Assignee under this Agreement.

7. **PRE-AUTHORIZED PAYMENT PLAN.** If Customer completes the Business Pre-Authorized Debit (PAD) Agreement, Customer authorizes debits for all payments due under this Agreement and warrants that the signatures appearing in PAD Agreement are those of the persons authorized to sign on the account.

8. **CONTINUING AGREEMENT.** Provided Customer is not in default hereunder, this Agreement will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth in this Agreement including the periodic Rental unless either Lessor or Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Agreement by providing thirty (30) days' written notice to the other party.

9. **RETURN OF EQUIPMENT.** In the event either party elects not to proceed into the Renewal Period or being in the Renewal Period elects to cancel this Agreement, Customer shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate. If the Equipment is not returned in the same condition Customer is responsible for and shall pay all

costs required to put the Equipment in the condition required. If the Lessor and Customer have established usage or operation levels and the Customer exceeds those levels Customer shall pay the fee established by the Lessor for such excessive usage at the end of the Term or the Renewal Period.

10. **MINIMUM RESALE VALUE.** Customer hereby unconditionally guarantees the End of Term Minimum Resale Value of the Equipment as set forth in this Agreement on or at the expiration of the Lease or any Renewal Term. In the event the Equipment is sold by the Lessor at the expiration of the Lease and such sale yields an amount less than the End of Term Minimum Resale Value, at the option of the Lessor, Lessee shall pay to the Lessor the amount required to make up the difference between the net sale price and the End of Term Minimum Resale Value.

11. **LAWS AND TAXES.** Customer shall comply with all laws, regulations and orders relating to this Agreement, the Equipment and its use including all applicable environmental laws and regulations and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, GST, property, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Agreement or any Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Customer to make such payments shall at Lessor's option become immediately due from Customer to Lessor. Any environmental liability resulting from the possession or use of the Equipment shall be the sole responsibility of the Customer.

12. **EQUIPMENT RISK AND INSURANCE.**

(a) **RISK.** The Equipment shall be at the risk of the Customer.

(b) **LIABILITY INSURANCE.** Unless waived by the Lessor, Customer shall obtain and maintain during this Term and any Renewal Period of this Agreement, at the expense of the Customer, a liability insurance policy naming the Lessor as an additional insured, in an amount not less than \$1,000,000.00 or the greater amount stated in this Agreement against liability arising from bodily injury, death or property damage of third parties.

(c) **EQUIPMENT INSURANCE.** Customer shall obtain and maintain during this Term and any Renewal Period, at the expense of the Customer, equipment insurance with the Lessor as first payee, in an amount not less than the sum of the remaining Rental Amounts payable to the expiration of the Term, plus its End of Term Minimum Resale Value, all as set out in this Agreement.

(d) **INSURANCE ON LICENSED EQUIPMENT.** Without limiting the generality of subsections (b) and (c) above, where the Equipment is Licensed Equipment (as defined in the Insurance Verification Form), Customer shall obtain and maintain during this Term and any Renewal Period of this Agreement, at the expense of the Customer, a Standard Automobile Policy (Owner's Form), including S.E.F. No. 5a - Permission to Rent or Lease Endorsement in the name of the Lessor, with respect to the Equipment for the perils, limits and amounts required by Lessor.

(e) **DELIVERY OF POLICY.** Customer will furnish to Lessor within 30 days, following delivery of the Equipment, copies of insurance policies, certificates of insurance or other evidence satisfactory that such insurance is in effect from the commencement of this Agreement. Customer shall deliver to the Lessor, within 15 days immediately following the expiry or termination date of any insurance policy required under this Agreement, written evidence (satisfactory to the Lessor) of the renewal or replacement of any such insurance policy.

(f) **LOSS OR DESTRUCTION.** In the event of any loss or destruction of the Equipment, the proceeds of insurance shall be due and payable to the Lessor. If any Equipment is lost or stolen, destroyed or damaged beyond repair for any reason or if the Equipment is confiscated, seized or expropriated, Customer shall pay to Lessor all amounts equal to the remaining Rental Amounts and the End of Term Minimum Resale Value for the Equipment. In the event of loss or damage beyond repair, the Lessor is under no obligation to the Customer to replace the Equipment and continue with the Lease or enter into a new Lease, and the Customer will have no control over the pay out or use of the insurance proceeds. Customer agrees that if it does not provide Lessor with satisfactory evidence of Equipment Insurance within the required time period, then Lessor shall have the right, but not the obligation, to have its own Equipment Insurance placed on the Equipment at Customer's expense. Customer's expense shall include the full premium paid by Lessor and any charges or fees of Lessor or its assignee associated with Lessor placing its own insurance on the Equipment. Customer agrees that the Rental shall be increased to cover such expense during the period such Equipment Insurance is in effect.

(g) **DISCONTINUANCE OF INSURANCE.** Lessor may, at its sole discretion, at any time discontinue insurance coverage by providing the Customer with thirty (30) days' written notice of such discontinuation, in which event the Customer's insurance obligations become those that would have otherwise been in effect on the Agreement.

(h) **PAYMENT UPON LOSS OR DAMAGE.** In the event that any item of the Equipment shall become lost or stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Customer shall promptly notify Lessor and pay to Lessor with respect to such item or items an amount equal to Customer's then relevant Financial Obligation.

13. **INDEMNITY.** Customer agrees to indemnify the Lessor from and against any and all liability, losses, damages, claims, injuries, demands and expenses (including environmental claims and legal fees) arising out of the use, maintenance and operation of the Equipment, including without limitation, the failure of the Customer to maintain the insurance required by this Agreement.

14. **ASSIGNMENT BY CUSTOMER.** Customer agrees not to sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Agreement or the Equipment without the prior written consent of Lessor.

Contract No. 53512 INITIALS

MSS MSS



LEASE AGREEMENT – STANDARD

15. TITLE. Title to, ownership of and all proprietary interests whatsoever in the Equipment will at all times be and remain exclusively in the Lessor. The Lessee's only rights therein are to quiet enjoyment and use of the Equipment conditional upon the Customer's compliance with and fulfillment of the terms and conditions of this Agreement for the full Term and any Renewal Period. Lessor and Customer hereby confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though said Equipment may become attached to other equipment or real property. Customer hereby agrees to provide prior written notice to Lessor of any intention to attach the Equipment to other property. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner.

16. CONTRACT REPLACEMENT. If Customer has a rental or lease contract that is being terminated and replaced by this Agreement, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract have been prorated and included in the Rental payable under this Agreement.

17. DEFAULT. The occurrence of any one or more of the following events shall constitute an event of default: (i) failure by Customer to pay any Rental or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by Customer to perform or observe any covenant, condition or agreement to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by Customer in this Agreement or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) Customer enters into a transaction involving the sale of its assets in bulk or if Customer attempts to sell or dispose of or in any way part with possession of any of its assets outside the ordinary course of its business; (v) Customer becomes insolvent or bankrupt or a trustee or receiver be appointed for Customer or for substantial part of its property without its consent; (vi) if bankruptcy, reorganization or insolvency proceedings be instituted by or against Customer; (vii) a writ of execution, attachment or similar process be issued or levied against the Equipment; (viii) failure by Customer to pay any rental due or perform or observe any covenant, term or obligations to be performed on any other Lease Agreement between Lessor and the Customer whether such agreement is executed prior or after this Agreement, Customer specifically acknowledges that an event of default under any other Lease Agreement between the Lessor and Customer shall constitute an event of default under this Agreement. Upon the happening of an event of default, Lessor in its absolute discretion may, subject to applicable law: (a) enter upon the premises where Equipment is located and take immediate possession thereof, whether it is affixed to equipment or to real property or not, and remove the same, without liability to the Lessor for or by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, rent or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit; (b) in the name of and as the irrevocably appointed agent and attorney for Customer and without terminating or being deemed to have terminated this Agreement, take possession of the Equipment and proceed to rent the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as Lessor may deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Customer hereunder; (c) terminate this Agreement and by written notice to Customer specifying a payment date not earlier than five(5) days from the date of such notice, require Customer to pay to Lessor as its Financial Obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rental Amounts payable to the expiration of the Term calculated by discounting such amounts to four (4%) percent per annum; and (iii) the amount of the End of Term Minimum Resale Value; (d) as a late charge require payment of the charges described in paragraph 20 below. Upon payment by Customer of its Financial Obligation, Lessor shall refund to Customer the net amount received by Lessor on any sale, lease or disposition of the Equipment after deducting all costs and expenses incurred by reason of the event of default or the exercise of Lessor's disbursements on a solicitor/client basis. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

18. NOTICES/FACSIMILE TRANSMISSION. Notices under this Agreement shall be in writing. Notices shall be given to the receiving party at the address or facsimile number last communicated to the sender. Notices shall be deemed given (i) on the date of delivery, if delivered by hand or sent by telegram; (ii) when the sender receives an appropriate confirmation of receipt if sent by facsimile transmission; or (iii) on the 5th postal delivery day following the date of mailing, if sent by pre-paid registered mail at a time when normal postal service is in effect. All information transmitted by facsimile transmission shall be conclusively considered to be valid and Lessor shall not be responsible for any liability or loss incurred by Customer for acting or failing to act on instructions so received (other than due to Lessor's gross negligence or willful misconduct). The Lessor may, if necessary, enter into evidence in any trial the facsimile transmission received by the Lessor (or any photocopy or electronic copy (including in pdf format) such a transmission) as if it were the original document, and the facsimile transmission copy will be sufficient and valid proof of the information contained in the facsimile transmission communication.

19. FURTHER ASSURANCES. Customer will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Customer shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

20. COLLECTION CHARGES. All reasonable charges and expenses incurred either directly or indirectly by the Lessor in seizing, caring for, preserving and selling or otherwise disposing of the Equipment or in collecting the Financial Obligation (including legal costs on a solicitor and client basis) shall be debt due to the Lessor and forthwith payable by the Customer. Should Customer fail to pay when due any part of the Rental or renewal Rental reserved in this Agreement or any sum required to be paid to Lessor hereunder, the Customer shall pay to the Lessor, in addition thereto, late payment fees or charges at such rates as established by the Lessor from time to time for each month or part thereof for which said Rent or other sum shall be delinquent together with interest on any such sums in default from the due date thereof until paid in full at the rate of 2% per month compounded monthly (26.82% per annum). Customer further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge to reimburse Lessor for its time and expense incurred with respect to a cheque or a Pre-Authorized Payment debit that is returned for any reason, such NSF charges are at the rates established by the Lessor from time to time.

21. LEASE BROKERS. Customer acknowledges and agrees that any broker engaged by the Customer to initiate or secure this Lease is and shall be deemed the agent and representative of the Customer and no representation, warranty or other statement made by the broker to induce the Customer to enter into this lease is or shall be binding upon the Lessor unless specifically accepted by the Lessor in writing.

22. FINANCING STATEMENT. Lessor may file a financing statement or similar registration with respect to this Lease. Any such filings or registrations, may, but are not necessarily to be deemed evidence of intent to create a security interest under Personal Property Security legislation or similar legislation. To the extent permitted by law, Customer waives requirement of being provided with a copy of any financing or verification statement or renewal thereof.

23. ADD-ON EQUIPMENT. Customer and Lessor agree that additional Equipment ("Add-on Equipment") may be rented pursuant to this Agreement, the terms and conditions of which shall apply thereto, provided Customer and Lessor agree in writing to the specific terms and conditions of such rental. Any such writing, which may include a purchase order issued by Customer for such Add-on Equipment, shall provide: (1) reference to this Agreement; (2) a description of the Add-on Equipment; (3) the Term of such rental; (4) the payment frequency or number of payments; and (5) the Rental amount payable for the Add-on Equipment. The rental of such Add-on Equipment shall be subject to the terms and conditions of this Agreement except as specifically provided in such writing.

24. FEES AND CHARGES. Customer agrees to pay the usual and reasonable fees and charges imposed by the Lessor in relation to the entry and operation of the lease arrangement and any amendment, assignment or alteration at the rates established by the Lessor from time to time, including but not limited to contract initiation fees, re-write or trade-up fees, assumption fees, assignment fees, processing and insurance fees, NSF fees, late payment or disposition fees, wire transfer fees, fixture filing and registration fees as may be applicable or necessary. Customer acknowledges and agrees that such fees may be added to any balance outstanding and that Customer shall not be entitled to request or receive a financing discharge statement until all such fees have been paid in full.

25. MISCELLANEOUS. This Agreement shall be governed by the Financial Leasing Entity Regulations and by the Laws of the Province where the Agreement is executed by the Customer. Time is of the essence with respect to this Agreement. No waiver by Lessor of any default shall constitute a waiver of any other default by Customer or waiver of Lessor's rights. Should Customer fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 2% per month compounded monthly (26.82% per annum) shall be considered as additional Rental to be paid by Customer. This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth in this Agreement and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement. Lessor may rely on electronic copies (including in .pdf format) or facsimile, and any such electronic copy or facsimile of a signature will be binding upon the signatory as if it were an original signature. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Clerical errors shall not affect the validity of this agreement and Lessor shall be entitled to unilaterally correct the same. To the extent permitted by law or statute and to the extent the same extends to and relates to this Agreement as amended or renewed or any collateral security thereto or promissory note, Customer waives the benefit of all provisions of any applicable conditional sales, regulatory credit and other statutes and regulations made in any manner, which affect, restrict or limit the rights of Lessor including without limiting the generality of the foregoing, all of the rights, benefits and protection given or afforded to it by Section 49 of the Law of Property Act of Alberta as amended and the provisions of the Limitations of

MSS MSS

Contract No. 53512 INITIALS



LEASE AGREEMENT – STANDARD

Civil Rights Act of Saskatchewan as amended. Customer also waives any right to demand security for costs in the event of litigation. Lessor and Customer represent and agree that the persons signing this Agreement have the capacity and authority to sign the Agreement and the Corporate Seal of either party need not be affixed to this Agreement. Where this is more than one customer you acknowledge your obligation and liability is joint and several

PRIVACY STATEMENT

Maintaining the privacy of our clients and employees has been an integral part of our daily operations since our inception. We are committed to ensuring the accuracy, confidentiality and security of the information we hold about you. This practice is more than simply a legal requirement; it is an ethical obligation we readily accept.

Code for the Protection of Personal Information

Introduction: Concentra is a strategic partner to Canada’s credit unions embracing the values of the co-operative movement. Concentra is a federally regulated financial institution and, as such, has a responsibility to be open and accessible while, at the same time, demonstrating the greatest respect for protection of the personal privacy of individuals. In adopting this Code for the Protection of Personal Information, what has been accepted practice becomes a documented commitment to the individual.

Principles: Ten interrelated principles form the basis of Concentra’s Code for the Protection of Personal Information.

Accountability: Concentra is responsible for personal information under its control and has designated an individual who is accountable for Concentra’s compliance with the principles of the Code.

Identifying Purposes: When establishing a new or enhanced client relationship the purposes for which personal information is collected shall be identified at or before the time the information is collected.

Consent: The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except as otherwise required or permitted by law. With respect to personal information collected before the publication of this Code, Concentra will make reasonable efforts to ensure that individual clients have the opportunity to expressly indicate their withdrawal of consent. An individual may withdraw his/her consent to the collection, use or disclosure of information at any time subject to legal or contractual restrictions and reasonable notice.

Limiting Collection: The collection of personal information shall be limited to that which is necessary for the purposes identified by Concentra. Information shall be collected by fair and lawful means. Concentra may collect information from external sources, such as credit reporting agencies and income sources, identified to Concentra for these purposes.

Limiting Use, Disclosure and Retention: Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes.

Accuracy: Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. Concentra will generally rely on individual customers to provide updated information such as changes to the customer addresses and other contact information.

Safeguards: Personal information shall be protected by security safeguards appropriate to the sensitivity of the information. Concentra will take the same standard of care as it takes to safeguard its own confidential information of a similar nature. Employees are individually required to sign an Oath of Ethical Conduct, including a commitment to keep an individual’s personal information in strict confidence.

Openness: Concentra shall make readily available to individuals specific, understandable information about its policies and practices relating to the management of personal information.

Individual Access: Upon request in writing, an individual shall be informed of the existence, use, and disclosure of his/her personal information, and shall be given access to that information, except where the law requires or permits Concentra to deny access. An individual is entitled to question the accuracy and completeness of the information and have it amended as appropriate. An individual may incur a cost for his/her request only if Concentra has informed the individual of the cost and the individual agrees to proceed with the request.

Compliance: An individual shall be able to question Concentra’s compliance with the above principles. Such inquiries shall be directed to:
Concentra, Attention: Privacy Officer, 333 -3rd Avenue North, Saskatoon, SK, S7K 2M2. Telephone: 1.800.788.6311 Facsimile: (306) 652.7614
E-mail: privacyofficer@concentra.ca

RESTRICTION OF CONSENT

The Restriction of Consent only applies to individuals; not corporate entities. Completion by an individual is optional.

I would prefer that Concentra not use my personal information for the following purposes:

- to share with other co-operative financial services organizations*. I acknowledge this choice may limit the ability of Concentra to offer me some services that require the sharing of my information.
- to inform me of products and services that may be of interest to me. This choice will not affect my ability to attain credit or other products or services.

I understand that I can change my mind on these choices at any time.

* Co-operative financial services organizations includes Credit Unions, Caisse Populaires, CUCREDIT, CUMIS, The Co-operators, Credential Group, provincial Credit Union Centrals and other affiliates and partners.

Anti-Spam Legislation: In order to comply with Canada’s anti-spam legislation, we are required to ask for your expressed consent to receive commercial electronic messages, such as email, from Concentra relating to our products and services.

Yes, I consent to receive commercial electronic messages, such as email from Concentra relating to our products and services.

No, I do not wish to receive commercial electronic messages from Concentra.

If you check "Yes", you may opt out of receiving commercial electronic messages at any time in the future.

DocuSigned by:
Narinder Singh Shoker
SIGNATURE _____
A3EB140353744C9...

DocuSigned by:
Narinder Singh Shoker
SIGNATURE _____
A3EB140353744C9...

3/22/2021
DATE _____

DS DS
N S S N S S
INITIALS _____

Contract No. 53512



LEASE AGREEMENT – STANDARD

SCHEDULE A PAYMENT SCHEDULE

This is the Schedule attached to and forming an integral part of the Concentra lease Contract bearing Contract No. 53512.

PAYMENT SCHEDULE

PAYMENT PERIOD (Number of Payments)	DATE (mm/dd/yy)	RENTAL AMOUNT (Excluding Tax)	TAX			TOTAL PAYMENT
			GST	HST	PST	
1	03/22/2021	\$4,675.00	n/a	\$607.75	n/a	\$5,282.75
6	04/22/2021	\$2,252.54	n/a	\$292.83	n/a	\$2,545.37
53	10/22/2021	\$1,752.24	n/a	\$227.79	n/a	1,980.03

INITIALS ^{DS} ^{DS}



MSS MSS



**SCHEDULE B
ASSET DESCRIPTION AND SERIAL NUMBER(S)**

This is the Schedule attached to and forming an integral part of the Concentra Lease Contract bearing Contract No. 53512.

Equipment Description	Serial Number
2022 Wabash Reefer Trailer c/w Thermo King Reefer Unit s/n 0521U03963	1JJV532B2NL255348

INITIALS  



**SCHEDULE C
DELIVERY AND ACCEPTANCE CERTIFICATE**

Attached to and forming an integral part of the Concentra Lease Contract bearing # 53512.

TO: **CONCENTRA BANK** ("Lessor")

Re: Contract #: 53512 (the "Lease")
Between the Undersigned ("**Customer**") and the Lessor.

1. The Equipment described in the Lease was received by Customer not more than five (5) days prior to the date on which this certificate is executed OR if this is not correct, the actual delivery date was as follows:

_____.
(Month, Day, Year)

2. The Equipment has, on or before the date hereof, been received and accepted by us and is satisfactory in all material respects.

3. We authorize Lessor or its assignee to pay for such Equipment and to commence the Lease on the date of this Certificate (the "**Lease Commencement Date**") or if Lessor waives this Certificate, on such other date as is provided for in the Lease.

Dated this _____ day of 3/22/2021, 20_____.

Legal location of Equipment: (Required for all leases where the equipment is attached to real property for registration of fixture filing notice).

Customer Name: **8438048 Canada Inc. and Narinder Singh Shoker**

By: Narinder Singh Shoker
DocuSigned by:
A3EB140353744C9...

Narinder Singh Shoker, Director
Name/Title

By: Narinder Singh Shoker
DocuSigned by:
A3EB140353744C9...

Narinder Singh Shoker
Name



INSURANCE VERIFICATION

Contract No: **53512**

Attach confirmation of insurance to your lease document package or complete the following information, sign, date and forward to Concentra Bank, Attention: Commercial Leasing Services prior to lease funding.

Customer Name: 8438048 Canada Inc. and Narinder Singh Shoker		
Address: 6 Darou Crescent Brampton, Ontario L6R 0N7		Phone: (905)216-2439
Description (Make/Model): 2022 Wabash Reefer Trailer c/w Thermo King Reefer Unit s/n 0521U03963		Licensed Equipment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Serial Number: 1JJV532B2NL255348		Equipment Value: \$93,500.00
Insurance Agency:		
Address:		Contact:
Phone:	Fax:	E-mail:
Insurance Broker:		
Address:		Contact:
Phone:	Fax:	E-mail:
Insurance Coverage		
The Customer is responsible for furnishing Concentra Bank ("Concentra"), with proof that property damage insurance and third party liability coverage required by the Lease Agreement is in effect on the equipment listed above (the "Equipment").		
UNLICENSED EQUIPMENT		
The Customer shall provide Concentra Bank with a copy of the insurance policy satisfactory to Concentra Bank with respect to the Equipment to the following perils, limits and amounts.		
Type of Insurance	Limit	Other Requirement
Liability Insurance	Not less than (check one): <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> Other Amount \$ _____	Concentra Bank must be shown as an "Additional Insured Party"
Equipment Insurance	Not less than the Equipment value identified above.	Concentra Bank must be shown as a "First Loss Payee"
Environmental Insurance	Not less than (check one): <input type="checkbox"/> Not Applicable <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> Other Amount \$ _____	Policy must be satisfactory to Concentra Bank
LICENSED EQUIPMENT		
Where the Equipment is Licensed Equipment, Customer shall, within 30 days after delivery of the Equipment, provide Concentra Bank with a copy of a Standard Automobile Policy (Owner's Form), including S.E.F. No. 5a – Permission to Rent or Lease Endorsement (along with any endorsements and applicable certificates) in the name of Concentra Bank with respect to the Equipment for the following perils, limits and amounts:		
Insuring Agreements	Perils	Limits and Amounts
Section A (Third Party Liability)	Legal liability insurance for bodily injury to or death of any person or damage to property	\$5,000,000 (Exclusive of costs and cost judgment interest) for loss or damage resulting from bodily injury to or death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident. Concentra Bank must be shown as "Lessor".

INITIALS DS
MSS DS
MSS



BUSINESS PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

I/We authorize Concentra Bank ("Concentra") and the financial institution designated (or any financial institution I/We may authorize at any time) to debit my/our account as per my instructions for **regular payments** outlined below and/or **from time to time for additional payments for all fees and charges arising** under my Concentra contract. **I/We waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any changes in the amount of the PAD due to my/our authorization.** Concentra will obtain my/our further authorization for any other sporadic debits.

This authority is to remain in effect until Concentra has received written or electronic notification from me/us of its change or cancellation. This notification must be received at least ten (10) business days before the next debit is scheduled addressed to:

Concentra Bank, Attention: Commercial Leasing Services, Box 3030, Main Floor – 2055 Albert Street, Regina, SK S4P 3G8.

I/We may obtain a sample cancellation form, or more information on my /our right to cancel a PAD agreement at my/our financial institution or by visiting www.cdnpay.ca.

CLIENT DETAILS

Contract Number **53512**

(Concentra Number)

Name **8438048 Canada Inc. and Narinder Singh Shoker**

(Please Print)

Address 6 Darou Crescent

City Brampton

Province Ontario

Postal Code L6R 0N7

PAYMENT DETAILS (Specimen cheques marked "VOID" attached).

Business PAD

Advance Payment Amount: \$4,675.00 + applicable taxes

Regular Payment Amount: \$See Schedule A, Payment Schedule

Frequency of PAD: Scheduled Monthly

★ Choose a Payment Date:

The regular payment will be debited to the account on the:

5th

15th

Other 22nd

FINANCIAL ACCOUNT DETAILS

Financial Institution Name _____

Account Number _____ Transit and Route _____ - _____

(Branch – 5 digits; FI-3 digits)

Address _____

AUTHORIZATION

I/We warrant and guarantee the person(s) whose signature(s) are required to sign on the Account have signed the Authorization.

DocuSigned by:

Narinder Singh Shoker

A3EB140353744C9...
(Payor Signature)

Date: 3/22/2021

DocuSigned by:

Narinder Singh Shoker

A3EB140353744C9...
(Payor Signature)

Date: 3/22/2021



ADDITIONAL TERMS AND CONDITIONS (PAD Agreement)

1. By signing this Authorization, I/we:
 - (a) acknowledge having received and having read a copy of this Agreement, including the Terms and Conditions on this page;
 - (b) acknowledge understanding the Terms and Conditions of this Agreement; and
 - (c) agree to be bound by the Terms and Conditions of this Agreement, including the terms and conditions on this page.
2. I/We undertake to inform Concentra, in writing, of any change in the Account information provided in this Authorization 10 days prior to the next due date of the PAD.
3. Concentra may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.
4. Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Concentra. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
5. I/We acknowledge that provision and delivery of this Authorization to Concentra constitutes delivery by me/us to the Financial Institution. Any delivery of this Authorization to Concentra constitutes delivery by me/us.
6. This Authorization is for fixed and variable amount PADs recurring at set intervals. A Dishonored PAD will be re-presented within 30 days of the original debit. A NSF fee will be added to the next regular payment. I/we have waived any and all requirements for pre-notification of debiting. I/we acknowledge I/we will not receive written notice from Concentra of the amount to be debited or the due date(s) of debiting.
7. If this Authorization provides for PADs with sporadic frequency, I/we understand that Concentra is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Financial Institution to debit the Account.
8. I/We acknowledge that the Financial Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
9. I/We acknowledge that the Financial Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Concentra as a condition to honoring a PAD issued or caused to be issued by Concentra on the Account.
10. I/We acknowledge that, if this Authorization is for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
 - (a) the PAD was not drawn in accordance with this Authorization;
 - (b) this Authorization was revoked.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a) or (b) took place must be completed and presented to the branch of the Financial Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.
11. I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and Concentra and there is no entitlement to reimbursement from the Financial Institution.
12. **I/We have certain recourse rights if any debit does not comply with this Agreement. For example, I/We have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/We may contact my/our Financial Institution or visit www.cdnpay.ca.**
13. I/we consent to the disclosure of any personal information that may be contained in this Authorization to the Financial Institution that holds the account of Concentra to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the rules of the Canadian Payments Association.

Contract No. 53512

INITIALS DS
MSS DS
MSS



VERIFICATION



Document Details

Registration Date: **22 MAR 2021**
Expiry Date: **22 MAR 2028**
Registration Number: **20210322 1404 1462 2592**
File Number: **770787882**

Transaction ID: **003-435-950**



General

Reference Number: **53512**
Registration Period (Years): **7**

Caution Filing: **No**
Perform a Post Search: **No**
Register Immediately: **No**



Business Debtor

8438048 CANADA INC.
6 DAROU CRESCENT
BRAMPTON ON L6R0N7



Individual Debtor

NARINDER S SHOKER 24-APR-1981
6 DAROU CRESCENT
BRAMPTON ON L6R0N7



Secured Party

CONCENTRA BANK
C/O COMM LEASING, BOX 3030
REGINA SK S4P3G8



Collateral Classification

Consumer Goods: **No** Inventory: **No** Equipment: **Yes** Accounts: **No** Other: **No**
Motor Vehicle Included: **Yes**
No Fixed Date of Maturity



Serial Numbered Collateral

2022 WABASH REEFER VAN 1JJV532B2NL255348 MV



General Collateral

2022 WABASH REEFER TRAILER SERIAL # 1JJV532B2NL255348 C/W THERMO KING REEFER UNIT S/N 0521U03963,
PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY
FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE
COLLATERAL



Registering Agent

CONCENTRA BANK
C/O COMMERCIAL LEASING, 2055 ALBERT ST
BOX 3030, REGINA SK S4P3G8



Sep 1 2023

8438048 Canada Inc.
1 Billy Crt
Caledon, ON L7C 3X4

Subject: Contract # 20009316

Thank you for choosing Bennington Financial Corp. for your recent financing needs. This contract has been referred to us by your lease broker **Peel Financial Inc.**

We are happy to provide you with copy of your executed contract and PPSA financing statement, if applicable, for your records. Below is a brief summary of the contract details.

Contract #	Term	Frequency	Payment Date	Commencement Date
20009316	42	Monthly	1	Aug 31 2023

Please note payments will be debited by pre-authorized payment Monthly, on the Payment Date indicated, unless otherwise specified in the contract.

We sincerely appreciate the opportunity to be of service to you and are available to you should you have any questions or concerns.

Regards,

Bennington Financial Corp.
Customer Service
Tel: (877)-378-4739
Toll Free: 1-844-223-2372
Fax: (866)-404-4148
Email: customersservice@equirex.com
Encl.



A Division of Benchmark Financial Corp.

101-1465 North Service Rd E
Oakville, ON L6H 1A7
Phone: (577)-375-4739 Fax: (888)-434-4148

VEHICLE LEASE AGREEMENT

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

Lease #	20009316
App. #	160165

LESSEE	8438048 Canada Inc. o/a AMG Global AND Narinder Singh Shoker							
ADDRESS	Street	1 Billy Crt	City	Caledon	Prov.	ON	Postal	L7C 3X4
Contact	Name	Narinder Singh Shoker	Tel:	(647)-962-2939	Fax:		Email:	

VEHICLE INFORMATION	
Location	Same as lessee
Quantity	Year, Make, Model, Description, VIN/Serial Number
1	2022 Hyundai Dry van Trailer VIN-3H3V532K2NJ030021

RENTAL DETAILS							
TERM # OF MOS.	NUMBER OF PAYMENTS	PAYMENT/FREQUENCY	PAYMENT METHOD	RENT(AMOUNT)	GST \$ / HST \$	PST \$	TOTAL RENT (AMOUNT)
42	42	Due On Signing Monthly	Cheque PAD	\$2,654.87 \$1,701.60	\$345.13 \$221.21	\$0.00	\$3,000.00 \$1,922.81

TERMS AND CONDITIONS (Continued on page 2 and 3)

1. CREDIT INVESTIGATION & CONSENT TO PERSONAL INFORMATION SHARING. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor. I understand and consent to this application being held on file by Lessor for the above purposes, as well as for statistical analysis, until twelve months from the end of the leasing relationship, after which Lessor, in keeping with its privacy policy, will destroy this document subject to any overriding legislation or government regulations. If I wish a copy of the official Privacy Policy, I may request same.

2. JOINT AND SEVERAL LIABILITY. Lessee and Co-Lessee(s), unconditionally and absolutely promise to Lessor, including its successors and assigns, as Principal obligor, the full and prompt performance of all present and future obligations under the Agreement, including all schedules, addenda and amendments which may be added or made from time to time. Lessee and Co-Lessee(s) agree that their liability for such obligations is joint and several. Any and all payments made in respect of the obligations hereunder from time to time, and monies realized from any securities held therefore, may be applied to such part or parts of the obligations as Lessor sees fit. Lessor shall not be required to enforce or exhaust any particular remedy, as against any particular obligor, but may choose to enforce against any one or more of the obligors, and may select any one or more remedies, all of which shall be cumulative, not exclusive, and in no order of requirement.

3. NOTE TO LESSEES AND CO-LESSEES: All signatures to this Lease bind the Signator(s) to Lessor for the duration of the Lease regardless of any agreements between Lessees. All Lessees acknowledge that they have read the multi-page Agreement and Accept the Terms and conditions and had the opportunity to ask for any explanations, and that they have had ample time to consult legal and other advisors prior to signing. Lessee and Co-Lessee(s) accept that where they have signed this contract under their own names, they have signed in their personal capacity. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the dated signature of a duly authorized representative of Lessor.

4. NON-CANCELABLE CONTRACT. The Lessee authorizes and directs the Lessor to purchase the Vehicle from the Vendor and authorizes payment of the Vendor's invoice. Notwithstanding that delivery of the Vehicle is pending and may not have been delivered, the Lessee agrees that all of its obligations under the Lease, including its obligation to make payments hereunder, are of full force and effect as of the date of this Lease. Once funds are advanced by the Lessor, this agreement cannot be terminated by the Lessee for any reason whatsoever. In the event the Lessee cancels this Lease after signing the Lease but prior to funds being advanced, Lessee will pay a cancellation fee of the greater of a) \$ 500.00, or, b) 10% of the total Vehicle cost in addition to any partial funds advanced. This cancellation fee will also apply if Lessor cancels the Lease due to a) Lessee's initial payment being dishonoured, or, b) Lessee making misrepresentations that influenced the Lessor into approving the Lease.

5. RENTAL PAYMENT AND ACKNOWLEDGEMENT. Lessor hereby rents to Lessee the personal property listed and described hereof ("Vehicle") set forth herein. The Lessee acknowledges that the payments under the proposed lease are rental payments for the use of the Vehicle, and not payments of principal and interest. The Lessee further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, or any other third party. The rental payments include a return on investment to the funder and therefore the total payments are greater than the value of the vehicle. Lessee shall pay to Lessor the Total Rent ("Rent") (set forth on the first page of the Lease Agreement) on the first day of each payment period of the Term commencing in the period following the delivery of the Vehicle.

6. PRE-AUTHORIZED PAYMENT PLAN. Lessee authorizes the Lessor to draw payments periodically or otherwise, as applicable, under a pre-authorized payment plan from Lessee's bank account to cover the Rent and other amounts due under this Lease, and waive any additional notice for payments due outside of the Rent. Prior to commencement of this Lease, Lessee shall provide the Lessor with a void cheque for the purposes of the pre-authorized payment plan. Additionally, Lessee will advise the Lessor on an immediate and ongoing basis of any changes to Lessee's bank account for the purposes of the pre-authorized payment plan. Lessee may revoke its authorization at any time in writing, but only upon: (1) at least twenty (20) days advance notice to the Lessor; and (2) upon making alternative payment arrangements of Lessee's obligations hereunder in a manner satisfactory to the Lessor in the Lessor's sole and absolute discretion. Lessee has certain recourse rights if any debit does not comply with this agreement. For example, Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain: (1) more information on recourse rights; (2) a sample cancellation form; or (3) for more information on Lessee's right to cancel this PAD Agreement; Lessee may contact its financial institution or visit www.cdnpay.ca

8438048 Canada Inc. o/a AMG Global	Initial: X <i>NS</i>	Narinder Singh Shoker	Initial: X <i>NS</i>
------------------------------------	-------------------------	-----------------------	-------------------------

ADDITIONAL TERMS AND CONDITIONS (Continued on page 3)

7. FAX COPY AND AGREEMENT IN COUNTERPART. The parties agree that a fax copy or an electronically transmitted copy of this Agreement and any ancillary documents and the signature of the parties on this Agreement and those documents shall be sufficient for contractual purposes and the fax copy or the electronically transmitted copy shall be deemed to be an original. The parties agree that this Agreement and any ancillary documents thereto may be signed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. Notices and documents required by law may also be sent by the Lessor electronically or by Fax.

8. FIDUCIARY DUTY. Lessee acknowledges that it uses the Vehicle solely at the discretion of the Lessor and in accordance with the terms of this Agreement. Lessee holds the Vehicle as trustee for the Lessor, and the Lessee's fiduciary obligations to Lessor include, but are not limited to, holding and maintaining the Vehicle in Lessee's care and control for benefit of Lessor so the Vehicle may be returned to Lessor upon default or completion of this Agreement.

9. NO RIGHT TO SELL. Lessee has no right to sell, sublet, or otherwise transfer any interest in the Vehicle. If such sale, sublet, or transfer is deemed to occur, any proceeds shall be received and held in trust for benefit of Lessor, to be promptly delivered to Lessor, without any compromise or waiver of Lessor's interest in the Vehicle.

10. LOCATION AND USE. The Vehicle shall be located and stored at the place designated on the first page of the Lease Agreement. The Vehicle shall not be located or stored elsewhere without the prior consent of the Lessor. Removal without such consent shall be deemed theft of the Vehicle. The Lessee shall, upon request by the Lessor, provide the location of the Vehicle at any point in time. Failure to provide the location upon request, and removal without consent, trigger a default of this Lease. Lessee warrants and agrees that the Vehicle will be used for business or commercial purposes only and not personal, family or household purposes and accordingly will not be subject to or interpreted in accordance with any consumer protection laws.

11. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Vendor of the Vehicle and the Vehicle itself have been selected by Lessee for the purpose of the rental under this Agreement and that the Lessee alone has full knowledge of the Vehicle and its condition. Lessee acknowledges that Lessor has had no part in the sale or selection of the Vehicle nor has Lessor had the opportunity to inspect the Vehicle. Except as hereafter set forth, there are no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever given by the Lessor in respect to the Vehicle, including, but without limitation, the merchantability, condition, design, capabilities, use, operation or fitness for any particular purpose or its freedom from liens and encumbrances. The Vendor of the Vehicle and the broker are not agents of the Lessor and are merely conduits for the purposes of facilitating the paperwork and funds required to bring this Lease into effect and any representations or warranties made by the Vendor, broker or any third party do not bind the Lessor unless distinctly documented and approved in writing by the Lessor. If the Vehicle does not function, perform or operate as intended by Lessee or as represented by the Vendor, or is unacceptable for any other reason whatsoever, Lessee shall claim only against supplier or Vendor and shall nevertheless unconditionally pay Lessor all Rent and other amounts payable hereunder. The Lessor is not liable for any loss, loss of business, damage, or expense of any kind whatsoever and howsoever caused, directly or indirectly, by the Vehicle or its use, operation, ownership, installation, service or repairs. Lessee accepts Vehicle on an "as is, where is" basis against Lessor. Lessor hereby assigns to Lessee and Lessee hereby accepts for and during the applicable Term, any warranties of the Vendor with respect to the Vehicle.

12. RETURN OF VEHICLE UPON TERMINATION. At the end of the Term or upon termination of this Lease for any reason, Lessee shall at Lessee's expense deliver the Vehicle to Lessor. If Lessee fails to do so within ten (10) days, Lessor shall have the right to enter upon the premises where the Vehicle may be and take possession of it at Lessee's expense without legal process, without liability to Lessor. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal, including claims for trespass. If the Vehicle, when returned to or recovered by Lessor, is not in good condition and repair, Lessor may, at Lessee's expense payable on demand as additional Rent, make all repairs and replacements necessary to place such Vehicle in as good condition as it was at the date of commencement of the original term hereof, reasonable wear and tear excepted. In the event that Lessee fails to return the Vehicle to Lessor upon the expiration of the Term, then Lessee shall be deemed to be "overholding" and Rents shall continue to accrue. In the event of default in the Lease as hereinafter set forth, the Lessee irrevocably grants the Lessor the right to sign a Voluntary Consent and Order for the Surrender and Sale of the Equipment on behalf of the Lessee.

13. LAWS AND TAXES. Lessee shall comply with all governmental laws, regulations and orders applicable to the Vehicle and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales taxes, goods and services taxes, property taxes, excise and other taxes ever imposed by any federal, provincial, municipal or other taxing authority relating to this Agreement and/or the Vehicle (excluding income and capital taxes of Lessor), and further include all tolls and toll violations, fines or other government levies attributable to your usage during the term or continuation of the Lease. Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option be payable immediately from Lessee to Lessor.

14. INSURANCE. Lessee shall obtain prior to the delivery of the Vehicle and maintain for the entire term of this Lease, at its own expense, insurance for all risks of physical loss or damage to the Vehicle and to persons associated with the Vehicle, including without limitation, theft, collision, personal injury or death and liability and damage to property of others and such other risks of loss as are customarily covered by insurance on the type of Vehicle leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor with the following minimums (unless a higher amount is required by law): a) third party liability with a combined single occurrence limit of at least \$2,000,000 for a truck and \$1,000,000 for a trailer; b) comprehensive fire and theft for the full replacement cost of the vehicle with a maximum deductible of \$5,000; c) collision for at least the full replacement cost of the vehicle with a maximum deductible of \$5,000. Each insurance policy will name Lessor as an additional insured in respect of the Vehicle, will designate Lessor as sole and exclusive loss payee in respect of the Vehicle, and will specify that the proceeds of insurance generated in the event of any damage to or loss of the Vehicle ("Proceeds") shall be allocable exclusively to the Vehicle, segregated from proceeds generated by any damage to or loss of other property and/or persons insured under the policy, and payable to Lessor. Each such policy shall also contain a clause requiring the insurer to give at least 30 days prior written notice of any alteration in terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance prior to the commencement of the term of this Lease and 30 days prior to the expiry date of each such insurance policy. Lessee further agrees to give Lessor prompt notice of any damage or loss of the Vehicle or any part thereof. Lessee will at its own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If the vehicle should be damaged but is capable of being repaired and the proceeds are insufficient to pay the repair cost, the Lessee accepts that the Vehicle will be repaired or replaced and the Lessee will be responsible and pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Where, in the opinion of the insurer, the Vehicle is damaged beyond repair, Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by the Lessor in our sole and absolute discretion, is received by us from the insurer or the Lessee. Lessee agrees that the Lessor shall not be required to provide the Lessee with a replacement vehicle while the Vehicle is being repaired or replaced or if the vehicle is damaged beyond repair. Performance by Lessor under this paragraph will not affect or release Lessee's obligations and liabilities. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

15. ASSIGNMENT BY LESSEE/LESSOR. Lessee shall not assign or further encumber the Vehicle. Lessor shall be free to assign this Lease or any of its rights hereunder with or without notice to the Lessee. The rights of the assignee will not be subject to any claims, defenses or setoffs that the Lessee may have against the Lessor or any other person.

16. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion or correction of serial numbers, make/model numbers and/or other identifying references to the Vehicle and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement, and that Lessor shall be entitled to unilaterally correct same.

17. TITLE AND REGISTRATION. The Vehicle shall be registered in the name of the Lessor under the Provincial Laws pertaining to motor vehicles in the Province of regular use. The License plates will be registered in the name of the Lessee. Lessee shall have no right, title, interest in the Vehicle other than the right to maintain its possession and its use for the full Term and any Renewal Period, conditional upon Lessee's fulfillment of all the terms and conditions of this Agreement. Lessor and Lessee hereby confirm their intent that the Vehicle shall always remain and be deemed personal or movable property. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

18. MAINTENANCE, REPAIR AND REPLACEMENT. Lessee at its own expense will maintain the Vehicle in good working order and condition, furnish parts, repair and other services necessary for such purpose, as set out in the owner's manual in accordance with the manufacturer's suggested maintenance schedule. Lessee agrees that only certified mechanics will repair the vehicle. Lessor shall at all reasonable times have access to the Vehicle for the purpose of inspecting it. All replacement, parts and accessories shall immediately upon acquisition by Lessee become the property of Lessor. Lessee may from time to time add parts or accessories not leased hereunder to the Vehicle only if such addition does not impair the present or future value or utility of the Vehicle or affect any warranty. Lessor may, at its sole discretion, make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease. Lessor may, at its sole discretion, set out terms for repayment of such amounts, in addition to or as part of the regular lease payments.

8438048 Canada Inc. o/a AMG Global

Initial:
X *NS*

Narinder Singh Shoker

Initial:
X *NS*

ADDITIONAL TERMS AND CONDITIONS

19. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby assumes liability for, and does hereby agree to indemnify and save harmless Lessor, its agents and servants, officers and directors from and against any and all actions, claims, liens, costs, disbursements, expenses (including legal expenses), liabilities or taxes whatsoever in any way relating to the Vehicle, (including, without limitation, any claim relating to any types of defects whatsoever whether or not discoverable by Lessee, any claim in tort for strict liability or negligence or any traffic tickets, parking tickets, moving violations or toll charges). Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This clause shall be effective and in full force and effect from the date of the execution of this Lease even though the rental term of any Vehicle under this Lease has not yet commenced. The indemnities contained in this clause shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand. All expenses incurred under this paragraph shall be borne by Lessee.

20. TRACKING DEVICE. Lessor reserves the right to install any tracking or engine control device and to use same for its benefit to locate, secure or seize the Vehicle if any of the lease terms are not honored. Lessor's right to do so is cumulative with all other remedies set out herein and available at law. Lessor will not be responsible for any damage or loss of business suffered by Lessee as a result of such use by Lessor of any device of the nature described herein.

21. SECURITY DEPOSIT. Lessor may apply the Security Deposit as it wishes, at any time, to any amounts due under this Lease if not paid by Lessee. Lessee will not earn any interest on the Security Deposit. At the termination date of this Lease, the Security Deposit, net of any arrears or payments due, will be refunded to Lessee.

22. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following shall constitute an Event of Default: (i) Lessee fails to pay any amounts payable hereunder; (ii) Lessee fails to perform or observe any covenant, term or condition hereunder; (iii) Lessee has made any material misrepresentation in seeking or performing this Agreement; (iv) Lessee becomes insolvent or commits an act of insolvency; (v) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (vi) a writ, judgment, execution, lien, attachment or process is issued or levied against the Vehicle; (vii) Lessee loses control or possession of its business premises and/or the Vehicle to any creditor; (viii) Vehicle is at risk; (ix) Lessee fails to provide adequate Insurance as detailed in our "Insurance" clause. Upon the happening of any Event of Default, Lessor in its absolute discretion may: (a) enter upon the premises where such Vehicle is located and take immediate possession thereof and remove the same without liability to Lessor by reason of such entry or taking of possession; (b) in the name of and as the irrevocably appointed agent and power of attorney for Lessee and without terminating or being deemed to have terminated this Agreement, proceed to rent the Vehicle to any other, firm or corporation on such terms and conditions, for such rent and for such period of time as Lessor may deem fit and apply such rent to any amounts payable hereunder; (c) Lessee accepts that Lessor's remedies will include the right to make any Software used by the Vehicle inoperative through any means; (d) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than seven (7) days from the date of such notice, require Lessee to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rent and other amounts due and unpaid, and (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rent payable to the expiration of the Term discounted using a six percent (6%) discount rate, and (iii) the amount of any residual interest which Lessor may have in the Vehicle which was used in the calculation of the Rent; (v) as a late charge, require the payment of interest at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly on any due payment until paid and (vi) all legal costs on a full substantial indemnity basis and collection costs incurred by Lessor as a result of the event of default. No remedy of Lessor available in this Lease, in law, or in equity, shall be exclusive or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. Lessee hereby authorizes its landlord to provide Lessor access to the Location to remove the Vehicle in case of default. One Lessee can bind all lessees in the event of a voluntary surrender.

23. CROSS-COLLATERAL DEFAULT. A material default under this agreement shall be deemed and trigger a material default under any and all agreements between Lessor (whether Lessor is original Lessor or assignee) and any and all Lessees signed on this Agreement. This section applies to each Lessee or Guarantor jointly and severally, and to any agreements between Lessor and Lessee where Lessee is also joint and several. Lessor may elect, in its sole discretion, to forebear enforcement on any other Lease, but in so doing, Lessor shall not be deemed to waive its rights under this section.

24. CROSS COLLATERAL SECURITY. If the Lessee is a Lessee under two or more leases with the Lessor, the Lessor may, from time to time, modify the Vehicle and payment terms of each lease by transferring some or all of the Vehicle and corresponding payments from among any of the leases in which the Lessee is a party, to any other lease in which the Lessee is a party, provided that the cumulative payments of the Lessee after the transfer does not exceed the total pre-transfer payments owing on all leases. Lessor is at liberty to make such modifications at its own discretion and will provide the Lessee with notification of such modifications.

25. NOTICES AND WAIVER. Any notices required to be given herein shall be given to the parties in writing at the addresses herein, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices shall be deemed to have been received by the other party on the day when such notices were sent. The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en préférences conviennent à ce que ce document soit rédigé en anglais). In provinces where applicable, the Lessee waives written notice under the relevant Personal Property Security Act of a copy of the Financing Statement from the Lessor.

26. COLLECTION CHARGES. Should Lessee fail to pay when due any part of the Rent, or renewal Rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition to any other payments, interest on any and all delinquent payments from the date thereof until paid in full at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly. Lessee further agrees to pay to Lessor for a returned cheque or a Pre-Authorized Payment debit a charge in an amount the greater of \$50.00 or the actual bank charge.

27. MISCELLANEOUS. (a) This Agreement shall be governed by the laws of the Province of Ontario or, at the option of the Lessor, the Province(s) in which the use of this Vehicle was originally intended and Lessee hereby attorns to the jurisdiction of the courts of such Province as the Lessor selects; (b) No waiver by Lessor of any term of this Agreement shall constitute a waiver of any other term or any of Lessor's rights; (c) This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein, and no modifications, amendments, additions or variations shall be binding unless agreed to in writing and properly executed by the parties; (d) This Agreement shall be binding upon the parties hereto and their permitted successors and assigns; (e) For purposes of the Civil Code of Quebec, Lessee acknowledges that this Agreement shall be considered a Contract of Leasing; (f) For purposes of Leases contracted in the Province of Saskatchewan, if the Lessee is a corporation, the Lessee agrees that The Limitation of Civil Rights Act has no application to this Agreement or any renewal or extension hereof, and hereby waives any and all benefits and remedies provided by that Act. (g) Lessee hereby acknowledges receipt of a copy of this Agreement; (h) all indemnities of Lessor by Lessee as set in this Agreement shall survive the termination of this Agreement. (i) If any Term or condition of the Lease is found to be unenforceable, the remainder of the Lease Terms & Conditions shall remain in effect.

<p>Authorized Signature(s):</p> <p>Lessee(s) Name: <u>X</u> <i>Narinder Shoker</i> 8438048 Canada Inc. o/a AMG Global</p> <p>Email: _____</p> <p>Lessee(s) Name: <u>X</u> <i>Narinder Shoker</i> Narinder Singh Shoker</p> <p>Lessee(s) Name: _____</p> <p>Lessee(s) Name: _____</p>	<p>Accepted by Lessor: Bennington Financial Corp. 101-1465 North Service Rd E Oakville, ON L6H 1A7</p> <p>on behalf of <i>Tracy Campbell</i> Tracy Campbell, President & CEO</p> <p>Authorized Signature _____</p> <p>Aug 31, 2023</p> <p>Date: _____</p>
---	---



A Division of Bennington Financial Corp.

101-1465 North Service Rd E
Oakville, ON L6H 1A7
Phone: (877)-378-4739 Fax: (866)-404-4148

OPTION TO PURCHASE

SCHEDULE B10

This document contains Important Legal and Financial Terms and Conditions Please read all pages carefully. Feel free to ask questions before signing.

Lease #	20009316
App. #	160165

Lessee Name	8438048 Canada Inc. o/a AMG Global AND Narinder Singh Shoker
-------------	--

This document forms a part of, and is to be read in conjunction with, the Lease. Where any term herein conflicts with a term of the Lease, and the terms cannot be read harmoniously, then the term herein shall govern to the minimal extent possible without otherwise affecting the Lease.

Assuming the Lease is in good standing, the Lessee(s) shall have the option to purchase the Lease goods for the Purchase Price. The parties agree and acknowledge that the Lessee(s) have requested a discount to the lease as a "Premium Customer". The Lessor acknowledges that while the Lessee's credit meets the Lessor's basic credit criteria, it does not warrant a discount to the extent that the Lessee(s) have requested. However, in order to induce the Lessor into discounting the option price to the Purchase Price herein, instead of a fair market value option, the Lessee(s) have assured the Lessor that they will not commit any event of default under the Lease. In the event any event of default under the Lease is committed by the Lessee(s), the discounted purchase price herein shall automatically revert to a fair market value purchase price, to be determined by the Lessor in its sole and absolute discretion, regardless of whether the Lessor formally declares the Lease in default. The following terms/conditions apply to exercising the option to purchase under the Lease:

- a. Where the Lessee(s), or a subset of them, wish to purchase the Lease goods at the end of the Lease, they shall notify the Lessor in writing at least thirty (30) days prior to the final Lease payment. Where the option is exercised, the applicable Lessee(s) shall pay to the Lessor the Purchase Price thirty (30) days after the final Lease payment.
- b. Where the Lessee(s), or a subset of them, wish to purchase the Lease goods during the course of the Lease, they shall pay to the Lessor the applicable buyout, including the Purchase Price, by the stipulated date. There are no penalties charged to the Lessee(s) to pay out the Lease. The Lease may be paid out at any time after twelve (12) monthly payments have been made. The payout amount the Lessee(s) will be charged is calculated as the present value of the balance of payments outstanding under the Lease calculated using a six percent (6%) discount rate.
- c. Upon a purchase of the Lease goods by the Lessee(s), or a subset of them, the Lessor shall sell and convey all of its rights, interest and title to the Lease goods, on an 'as is, where is' basis and without any express or implied warranties including any warranties of fitness or merchantability.

Where the Lessee(s) request, and the Lessor agrees, to sell the Lease goods to a third-party;

- a. the sales proceeds, net of taxes, shall be applied in the following order:
 - i. Towards any of the Lessor's costs or legal costs associated with the sale of the Lease goods;
 - ii. Towards any outstanding obligations under the Lease including the Purchase Price;
 - iii. Towards any other obligations owed by any of the Lessee(s)/Guarantor(s) to the Lessor;
 - iv. Towards any other legal obligations with respect to the Lease goods;
 - v. To the Lessee(s), provided the Lease is in good standing; and
- b. in the event that sale proceeds, net of taxes, are insufficient to satisfy the Lessee(s)/Guarantor(s)' obligations to the Lessor, the Lessee(s)/Guarantor(s) acknowledge their responsibility for this deficiency and agree to immediately remit same to the Lessor.

Where the Lessee(s) have performed all of their obligations under the Lease and choose not to exercise this option, they shall comply with the applicable end of lease terms under the Lease, after which they will have no further obligations to the Lessor but will receive no benefit/proceeds from any disposition of the Lease goods.

The parties agree that a fax copy or an electronically transmitted copy of this document and the signature of the parties on this document shall be sufficient for contractual purposes and the fax copy or the electronically transmitted copy shall be deemed to be an original. The parties agree that this document may be signed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document.

The parties agree that this document be written in the English language. Les parties conviennent que ce document soit rédigé en anglais.

EQUIPMENT PURCHASE OPTION		
On Completion Of	Option Type	Purchase Price \$ (Taxes extra)
42 Monthly Payments	Fixed	\$10
Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		
8438048 Canada Inc. o/a AMG Global	Signature X <i>Narinder Singh Shoker</i>	Narinder Singh Shoker Signature X <i>Narinder Singh Shoker</i>
Bennington Financial Corp.	Signature X <i>NS</i>	Signature on behalf of <i>Troy Campbell</i> Troy Campbell President & CEO Date Aug 31, 2023



DELIVERY AND ACCEPTANCE CERTIFICATE D

101-1465 North Service Rd E Oakville, ON, L6H 1A7
Phone: (877)-378-4739 Fax: (905)-404-4148

It contains important Legal and Financial Terms and Conditions. Please read all pages carefully. Feel free to ask questions before signing.

Table with Lease # 20009316 and App # 160165

Table with Lessee Name, Lessor, and Vendor information

Lessee(s) Acknowledges Delivery and Installation: The undersigned Lessee, acknowledges delivery and/or installation of the leased Equipment, as per the Equipment Schedule(s).

Lessee(s) Acknowledges Purpose of Use: The Lessee confirms that this Equipment is for their own use, has been inspected, is operating satisfactorily, is in all respects as represented and is fit for the purpose for which it was intended.

Lessee(s) Acknowledges Having Read Lease Agreement in Its Entirety: Lessee also acknowledges that the Lessee has read the Lease Agreement, in its entirety, and in particular clauses on NON-CANCELLABLE CONTRACT, REPRESENTATIONS AND WARRANTIES with specific reference to "... If the Equipment... fails to function... Lessee shall nevertheless unconditionally pay Lessor all Rent...".

Lessee(s) Acknowledges Ownership of Equipment by Lessor: Lessee acknowledges and is aware that the Equipment remains at all times the property of Lessor.

Lessee(s) Acknowledges Representations and Warranties: Lessee acknowledges that the suppliers of the Equipment and the Equipment itself have been selected by Lessee for the purpose of the rental under this Agreement and Lessee alone has full knowledge of the Equipment and its condition.

Lessee(s) Acknowledges That The Payments Are Rental Payments For The Use of The Equipment, and are not payments of principal and interest. The undersigned further acknowledges that he/she cannot and should not rely on any interest rate representations made by the Broker, the Vendor, Manufacturer, their agents, or anyone on their behalf.

Lessee(s) Gives Landlord Authorization: The Lessee authorizes the Landlord to provide access to the Lessor to the premises to enforce their security should the Lessee be in default of the Lease Agreement with the Lessor.

Lessee(s) Consents for the Surrender and Sale of the Equipment: The Lessee irrevocably grants the Lessor the right to sign a voluntary consent and order for the surrender and sale of the Equipment on behalf of the Lessee in the Event of Default under the Lease.

Lessee(s) Acknowledges That This Certificate is Executed Separate and apart From the Lease Agreement And Forms An Integral Part of The Lease Agreement and that the Lessor is relying upon it in order to advance monies to the supplier(s) of the Equipment.

IMPORTANT NOTICE: DO NOT SIGN THIS CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT. Please retain this certificate until the Equipment has been received and accepted. We do not need the original. Please fax or email it to us when the Equipment is received and accepted.

FAX COPY: The Parties agree that a fax copy or an electronically transmitted copy of this document and the signatures of the parties on this document shall be sufficient for contractual purposes and will be deemed to be an original and forms an integral part of the Lease Agreement.

The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présence conviennent à ce que ce document soit rédigé en anglais.)

Signatures section with text: The Undersigned Affirms That He/She Is Duly Authorized To Execute This and a handwritten signature of Narinder Shoker.

PROVINCE OF ON - PERSONAL PROPERTY REGISTRY
REPORT ON REGISTRATION
----- REGISTRATION VERIFICATION -----

File Number: 20009316
Registration Type: Lien
ON File #: 20230818 1941 1901 1637
Registration #: 796380858
Registration Date: 2023-08-18
Service Province: ON
Term (years): 4
Amount of Lien: N/A
Lien Expiry Date: 2027-08-18
Maturity Date: 2027-08-17
Requester: Elena Segas

Secured Parties:

Equirex, a division of Bennington Financial Corp.
101-1465 North Service Rd E
Oakville, ON, L6H1A7

Debtors:

8438048 Canada Inc.
1 Billy Crt
Caledon, ON, L7C3X4

AMG Global
1 Billy Crt
Caledon, ON, L7C3X4

Narinder S Shoker (1981-04-24)
7388 Guelph Line
Campbellville, ON, L0P1B0

Narinder Shoker (1981-04-24)
7388 Guelph Line
Campbellville, ON, L0P1B0

8438048 Canada Inc.
425 Gibraltar Drive
Mississauga, ON, L5T2S9

AMG Global
425 Gibraltar Drive
Caledon, ON, L5T2S9

Assets:

Collateral Classifications:

Consumer Goods Inventory Equipment Accounts Other MV Included

General Collateral:

PURSUANT TO LEASE AGREEMENT 20009316, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20009316 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING

ONE (1) 2016 GREAT DANE REEFER TRAILER S/N #6001190254

ONE (1) 2014 FREIGHTLINER CASCADIA CA125SLP TRUCK

ONE (1) 2022 2022 WABASH REEFER TRAILER C/W THERMO KING REEFER REEFER 2022 WABASH REEFER TRAILER C/W THERMO KING REEFER UNIT S/N 0521U03963

ONE (1) 2019 2019 VOLVO 760 SEMI-TRACTOR VNL64T670 2019 VOLVO 760 SEMI-TRACTOR

ONE (1) 2022 HYUNDAI DRY VAN TRAILER

Type	Serial No.	Year	Make	Model
Motor Vehicle	1GRAA0629GW700610	2016	GREAT DANE	REEFER TRAILER
Motor Vehicle	1FUJGLD5XELFN9273	2014	FREIGHTLINER	CASCADIA CA125SLP
Motor Vehicle	1JJV532B2NL255348	2022	2022 WABASH REEFER TRAILER	REEFER

Motor Vehicle	4V4NC9EH1KN904918	2019	2019 VOLVO 760 SEMI-TRACT	VNL64T670
Motor Vehicle	3H3V532K2NJ030021	2022	HYUNDAI	DRY VAN

----- END OF REPORT -----



A Division of Bennington Financial Corp.

101-1465 North Service Rd E
Oakville, ON L6H 1A7
Phone: (877)-378-4739 Fax: (866)-404-4148

VEHICLE LEASE AGREEMENT

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

Lease #	20006454
App. #	127035

LESSEE	8438048 Canada Inc. o/a AMG Global AND Narinder Singh Shoker											
ADDRESS	Street	6 Darou Cres			City	Brampton		Prov.	ON	Postal	L6R 0N7	
Contact	Name	Narinder Shoker		Tel:	(647)-962-2939		Fax:			Email:	shoker@amgfleets.ca	

VEHICLE INFORMATION

Location	Same as lessee											
Quantity	Year, Make, Model, Description, VIN/Serial Number											
1	2014 Freightliner Cascadia CA125SLP Truck VIN-1FUJGLD5XELFN9273											
1	2014 Freightliner Cascadia CA125SLP Truck VIN-3AKJGLD62ESFV1682											

RENTAL DETAILS

TERM # OF MOS.	NUMBER OF PAYMENTS	PAYMENT/ FREQUENCY	PAYMENT METHOD	RENT(AMOUNT)	GST \$ / HST \$	PST \$	TOTAL RENT (AMOUNT)
		Due On Signing	Cheque	\$14,300.00	\$1,859.00		\$16,159.00
30	30	Monthly	PAD	\$2,253.09	\$292.90	\$0.00	\$2,545.99

TERMS AND CONDITIONS (Continued on page 2 and 3)

1. CREDIT INVESTIGATION & CONSENT TO PERSONAL INFORMATION SHARING. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor. I understand and consent to this application being held on file by Lessor for the above purposes, as well as for statistical analysis, until twelve months from the end of the leasing relationship, after which Lessor, in keeping with its privacy policy, will destroy this document subject to any overriding legislation or government regulations. If I wish a copy of the official Privacy Policy, I may request same.

2. JOINT AND SEVERAL LIABILITY. Lessee and Co-Lessee(s), unconditionally and absolutely promise to Lessor, including its successors and assigns, as Principal obligor, the full and prompt performance of all present and future obligations under the Agreement, including all schedules, addenda and amendments which may be added or made from time to time. Lessee and Co-Lessee(s) agree that their liability for such obligations is joint and several. Any and all payments made in respect of the obligations hereunder from time to time, and monies realized from any securities held therefore, may be applied to such part or parts of the obligations as Lessor sees fit. Lessor shall not be required to enforce or exhaust any particular remedy, as against any particular obligor, but may choose to enforce against any one or more of the obligors, and may select any one or more remedies, all of which shall be cumulative, not exclusive, and in no order of requirement.

3. NOTE TO LESSEES AND CO-LESSEES: All signatures to this Lease bind the Signator(s) to Lessor for the duration of the Lease regardless of any agreements between Lessees. All Lessees acknowledge that they have read the multi-page Agreement and Accept the Terms and conditions and had the opportunity to ask for any explanations, and that they have had ample time to consult legal and other advisors prior to signing. Lessee and Co-Lessee(s) accept that where they have signed this contract under their own names, they have signed in their personal capacity. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the dated signature of a duly authorized representative of Lessor.

4. NON-CANCELABLE CONTRACT. The Lessee authorizes and directs the Lessor to purchase the Vehicle from the Vendor and authorizes payment of the Vendor's invoice. Notwithstanding that delivery of the Vehicle is pending and may not have been delivered, the Lessee agrees that all of its obligations under the Lease, including its obligation to make payments hereunder, are of full force and effect as of the date of this Lease. Once funds are advanced by the Lessor, this agreement cannot be terminated by the Lessee for any reason whatsoever. In the event the Lessee cancels this Lease after signing the Lease but prior to funds being advanced, Lessee will pay a cancellation fee of the greater of a) \$ 500.00, or, b) 10% of the total Vehicle cost in addition to any partial funds advanced. This cancellation fee will also apply if Lessor cancels the Lease due to a) Lessee's initial payment being dishonoured, or, b) Lessee making misrepresentations that influenced the Lessor into approving the Lease.

5. RENTAL PAYMENT AND ACKNOWLEDGEMENT. Lessor hereby rents to Lessee the personal property listed and described hereof ("Vehicle") set forth herein. The Lessee acknowledges that the payments under the proposed lease are rental payments for the use of the Vehicle, and not payments of principal and interest. The Lessee further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, or any other third party. The rental payments include a return on investment to the funder and therefore the total payments are greater than the value of the vehicle. Lessee shall pay to Lessor the Total Rent ("Rent") (set forth on the first page of the Lease Agreement) on the first day of each payment period of the Term commencing in the period following the delivery of the Vehicle.

6. PRE-AUTHORIZED PAYMENT PLAN. Lessee authorizes the Lessor to draw payments periodically or otherwise, as applicable, under a pre-authorized payment plan from Lessee's bank account to cover the Rent and other amounts due under this Lease, and waive any additional notice for payments due outside of the Rent. Prior to commencement of this Lease, Lessee shall provide the Lessor with a void cheque for the purposes of the pre-authorized payment plan. Additionally, Lessee will advise the Lessor on an immediate and ongoing basis of any changes to Lessee's bank account for the purposes of the pre-authorized payment plan. Lessee may revoke its authorization at any time in writing, but only upon: (1) at least twenty (20) days advance notice to the Lessor; and (2) upon making alternative payment arrangements of Lessee's obligations hereunder in a manner satisfactory to the Lessor in the Lessor's sole and absolute discretion. Lessee has certain recourse rights if any debit does not comply with this agreement. For example, Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain: (1) more information on recourse rights; (2) a sample cancellation form; or (3) for more information on Lessee's right to cancel this PAD Agreement; Lessee may contact its financial institution or visit www.cdnipay.ca

8438048 Canada Inc. o/a AMG Global	Initial: ^{ss} X	Narinder Singh Shoker	Initial: ^{ss} X
------------------------------------	-----------------------------	-----------------------	-----------------------------

ADDITIONAL TERMS AND CONDITIONS (Continued on page 3)

- 7. FAX COPY AND AGREEMENT IN COUNTERPART.** The parties agree that a fax copy or an electronically transmitted copy of this Agreement and any ancillary documents and the signature of the parties on this Agreement and those documents shall be sufficient for contractual purposes and the fax copy or the electronically transmitted copy shall be deemed to be an original. The parties agree that this Agreement and any ancillary documents thereto may be signed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. Notices and documents required by law may also be sent by the Lessor electronically or by Fax.
- 8. FIDUCIARY DUTY .** Lessee acknowledges that it uses the Vehicle solely at the discretion of the Lessor and in accordance with the terms of this Agreement. Lessee holds the Vehicle as trustee for the Lessor, and the Lessee's fiduciary obligations to Lessor include, but are not limited to, holding and maintaining the Vehicle in Lessee's care and control for benefit of Lessor so the Vehicle may be returned to Lessor upon default or completion of this Agreement.
- 9. NO RIGHT TO SELL.** Lessee has no right to sell, sublet, or otherwise transfer any interest in the Vehicle. If such sale, sublet, or transfer is deemed or occurs, any proceeds shall be received and held in trust for benefit of Lessor, to be promptly delivered to Lessor, without any compromise or waiver of Lessor's interest in the Vehicle.
- 10. LOCATION AND USE.** The Vehicle shall be located and stored at the place designated on the first page of the Lease Agreement. The Vehicle shall not be located or stored elsewhere without the prior consent of the Lessor. Removal without such consent shall be deemed theft of the Vehicle. The Lessee shall, upon request by the Lessor, provide the location of the Vehicle at any point in time. Failure to provide the location upon request, and removal without consent, trigger a default of this Lease. Lessee warrants and agrees that the Vehicle will be used for business or commercial purposes only and not personal, family or household purposes and accordingly will not be subject to or interpreted in accordance with any consumer protection laws.
- 11. REPRESENTATIONS AND WARRANTIES.** Lessee acknowledges that the Vendor of the Vehicle and the Vehicle itself have been selected by Lessee for the purpose of the rental under this Agreement and that the Lessee alone has full knowledge of the Vehicle and its condition. Lessee acknowledges that Lessor has had no part in the sale or selection of the Vehicle nor has Lessor had the opportunity to inspect the Vehicle. Except as hereafter set forth, there are no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever given by the Lessor in respect to the Vehicle, including, but without limitation, the merchantability, condition, design, capabilities, use, operation or fitness for any particular purpose or its freedom from liens and encumbrances. The Vendor of the Vehicle and the broker are not agents of the Lessor and are merely conduits for the purposes of facilitating the paperwork and funds required to bring this Lease into effect and any representations or warranties made by the Vendor, broker or any third party do not bind the Lessor unless distinctly documented and approved in writing by the Lessor. If the Vehicle does not function, perform or operate as intended by Lessee or as represented by the Vendor, or is unacceptable for any other reason whatsoever, Lessee shall claim only against supplier or Vendor and shall nevertheless unconditionally pay Lessor all Rent and other amounts payable hereunder. The Lessor is not liable for any loss, loss of business, damage, or expense of any kind whatsoever and howsoever caused, directly or indirectly, by the Vehicle or its use, operation, ownership, installation, service or repairs. Lessee accepts Vehicle on an "as is, where is" basis against Lessor. Lessor hereby assigns to Lessee and Lessee hereby accepts for and during the applicable Term, any warranties of the Vendor with respect to the Vehicle.
- 12. RETURN OF VEHICLE UPON TERMINATION.** At the end of the Term or upon termination of this Lease for any reason, Lessee shall at Lessee's expense deliver the Vehicle to Lessor. If Lessee fails to do so within ten (10) days, Lessor shall have the right to enter upon the premises where the Vehicle may be and take possession of it at Lessee's expense without legal process, without liability to Lessor. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal, including claims for trespass. If the Vehicle, when returned to or recovered by Lessor, is not in good condition and repair, Lessor may, at Lessee's expense payable on demand as additional Rent, make all repairs and replacements necessary to place such Vehicle in as good condition as it was at the date of commencement of the original term hereof, reasonable wear and tear excepted. In the event that Lessee fails to return the Vehicle to Lessor upon the expiration of the Term, then Lessee shall be deemed to be "overholding" and Rents shall continue to accrue. In the event of default in the Lease as hereinafter set forth, the Lessee irrevocably grants the Lessor the right to sign a Voluntary Consent and Order for the Surrender and Sale of the Equipment on behalf of the Lessee.
- 13. LAWS AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders applicable to the Vehicle and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales taxes, goods and services taxes, property taxes, excise and other taxes ever imposed by any federal, provincial, municipal or other taxing authority relating to this Agreement and/or the Vehicle (excluding income and capital taxes of Lessor), and further include all tolls and toll violations, fines or other government levies attributable to your usage during the term or continuation of the Lease. Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option be payable immediately from Lessee to Lessor.
- 14. INSURANCE.** Lessee shall obtain prior to the delivery of the Vehicle and maintain for the entire term of this Lease, at its own expense, insurance for all risks of physical loss or damage to the Vehicle and to persons associated with the Vehicle, including without limitation, theft, collision, personal injury or death and liability and damage to property of others and such other risks of loss as are customarily covered by insurance on the type of Vehicle leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor with the following minimums (unless a higher amount is required by law): a) third party liability with a combined single occurrence limit of at least \$2,000,000 for a truck and \$1,000,000 for a trailer; b) comprehensive fire and theft for the full replacement cost of the vehicle with a maximum deductible of \$5,000; c) collision for at least the full replacement cost of the vehicle with a maximum deductible of \$5,000. Each insurance policy will name Lessor as an additional insured in respect of the Vehicle, will designate Lessor as sole and exclusive loss payee in respect of the Vehicle, and will specify that the proceeds of insurance generated in the event of any damage to or loss of the Vehicle ("Proceeds") shall be allocable exclusively to the Vehicle, segregated from proceeds generated by any damage to or loss of other property and/or persons insured under the policy, and payable to Lessor. Each such policy shall also contain a clause requiring the insurer to give at least 30 days prior written notice of any alteration in terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance prior to the commencement of the term of this Lease and 30 days prior to the expiry date of each such insurance policy. Lessee further agrees to give Lessor prompt notice of any damage or loss of the Vehicle or any part thereof. Lessee will at its own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If the vehicle should be damaged but is capable of being repaired and the proceeds are insufficient to pay the repair cost, the Lessee accepts that the Vehicle will be repaired or replaced and the Lessee will be responsible and pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Where, in the opinion of the Insurer, the Vehicle is damaged beyond repair, Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by the Lessor in our sole and absolute discretion, is received by us from the insurer or the Lessee. Lessee agrees that the Lessor shall not be required to provide the Lessee with a replacement vehicle while the Vehicle is being repaired or replaced or if the vehicle is damaged beyond repair. Performance by Lessor under this paragraph will not affect or release Lessee's obligations and liabilities. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.
- 15. ASSIGNMENT BY LESSEE/LESSOR.** Lessee shall not assign or further encumber the Vehicle. Lessor shall be free to assign this Lease or any of its rights hereunder with or without notice to the Lessee. The rights of the assignee will not be subject to any claims, defences or setoffs that the Lessee may have against the Lessor or any other person.
- 16. COMPLETION OF LEASE.** Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion or correction of serial numbers, make/model numbers and/or other identifying references to the Vehicle and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement, and that Lessor shall be entitled to unilaterally correct same.
- 17. TITLE AND REGISTRATION.** The Vehicle shall be registered in the name of the Lessor under the Provincial Laws pertaining to motor vehicles in the Province of regular use. The License plates will be registered in the name of the Lessee. Lessee shall have no right, title, interest in the Vehicle other than the right to maintain its possession and its use for the full Term and any Renewal Period, conditional upon Lessee's fulfillment of all the terms and conditions of this Agreement. Lessor and Lessee hereby confirm their intent that the Vehicle shall always remain and be deemed personal or moveable property. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.
- 18. MAINTENANCE, REPAIR AND REPLACEMENT.** Lessee at its own expense will maintain the Vehicle in good working order and condition, furnish parts, repair and other services necessary for such purpose, as set out in the owner's manual in accordance with the manufacturer's suggested maintenance schedule. Lessee agrees that only certified mechanics will repair the vehicle. Lessor shall at all reasonable times have access to the Vehicle for the purpose of inspecting it. All replacement, parts and accessories shall immediately upon acquisition by Lessee become the property of Lessor. Lessee may from time to time add parts or accessories not leased hereunder to the Vehicle only if such addition does not impair the present or future value or utility of the Vehicle or affect any warranty. Lessor may, at its sole discretion, make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease. Lessor may, at its sole discretion, set out terms for repayment of such amounts, in addition to or as part of the regular lease payments.

8438048 Canada Inc. o/a AMG Global	Initial: X <i>(Signature)</i>	Narinder Singh Shoker	Initial: X <i>(Signature)</i>
------------------------------------	----------------------------------	-----------------------	----------------------------------

ADDITIONAL TERMS AND CONDITIONS

19. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby assumes liability for, and does hereby agree to indemnify and save harmless Lessor, its agents and servants, officers and directors from and against any and all actions, claims, liens, costs, disbursements, expenses (including legal expenses), liabilities or taxes whatsoever in any way relating to the Vehicle, (including, without limitation, any claim relating to any types of defects whatsoever whether or not discoverable by Lessee, any claim in tort for strict liability or negligence or any traffic tickets, parking tickets, moving violations or toll charges). Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This clause shall be effective and in full force and effect from the date of the execution of this Lease even though the rental term of any Vehicle under this Lease has not yet commenced. The indemnities contained in this clause shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand. All expenses incurred under this paragraph shall be borne by Lessee.

20. TRACKING DEVICE. Lessor reserves the right to install any tracking or engine control device and to use same for its benefit to locate, secure or seize the Vehicle if any of the lease terms are not honored. Lessor's right to do so is cumulative with all other remedies set out herein and available at law. Lessor will not be responsible for any damage or loss of business suffered by Lessee as a result of such use by Lessor of any device of the nature described herein.

21. SECURITY DEPOSIT. Lessor may apply the Security Deposit as it wishes, at any time, to any amounts due under this Lease if not paid by Lessee. Lessee will not earn any interest on the Security Deposit. At the termination date of this Lease, the Security Deposit, net of any arrears or payments due, will be refunded to Lessee.

22. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following shall constitute an Event of Default: (i) Lessee fails to pay any amounts payable hereunder; (ii) Lessee fails to perform or observe any covenant, term or condition hereunder; (iii) Lessee has made any material misrepresentation in seeking or performing this Agreement; (iv) Lessee becomes insolvent or commits an act of insolvency; (v) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (vi) a writ, judgment, execution, lien, attachment or process is issued or levied against the Vehicle; (vii) Lessee loses control or possession of its business premises and/or the Vehicle to any creditor; (viii) Vehicle is at risk; (ix) Lessee fails to provide adequate Insurance as detailed in our "Insurance" clause. Upon the happening of any Event of Default, Lessor in its absolute discretion may: (a) enter upon the premises where such Vehicle is located and take immediate possession thereof and remove the same without liability to Lessor by reason of such entry or taking of possession; (b) in the name of and as the irrevocably appointed agent and power of attorney for Lessee and without terminating or being deemed to have terminated this Agreement, proceed to rent the Vehicle to any other, firm or corporation on such terms and conditions, for such rent and for such period of time as Lessor may deem fit and apply such rent to any amounts payable hereunder; (c) Lessee accepts that Lessor's remedies will include the right to make any Software used by the Vehicle inoperative through any means, (d) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than seven (7) days from the date of such notice, require Lessee to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rent and other amounts due and unpaid, and (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rent payable to the expiration of the Term discounted using a six percent (6%) discount rate, and (iii) the amount of any residual interest which Lessor may have in the Vehicle which was used in the calculation of the Rent; (iv) as a late charge, require the payment of interest at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly on any due payment until paid and (v) all legal costs on a full substantial indemnity basis and collection costs incurred by Lessor as a result of the event of default. No remedy of Lessor available in this Lease, in law, or in equity, shall be exclusive or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. Lessee hereby authorizes its landlord to provide Lessor access to the Location to remove the Vehicle in case of default. One Lessee can bind all lessees in the event of a voluntary surrender.



23. CROSS-COLLATERAL DEFAULT. A material default under this agreement shall be deemed and trigger a material default under any and all agreements between Lessor (whether Lessor is original Lessor or assignee) and any and all Lessees signed on this Agreement. This section applies to each Lessee or Guarantor jointly and severally, and to any agreements between Lessor and Lessee where Lessee is also joint and several. Lessor may elect, in its sole discretion, to forbear enforcement on any other Lease, but in so doing, Lessor shall not be deemed to waive its rights under this section.

24. CROSS COLLATERAL SECURITY. If the Lessee is a Lessee under two or more leases with the Lessor, the Lessor may, from time to time, modify the Vehicle and payment terms of each lease by transferring some or all of the Vehicle and corresponding payments from among any of the leases in which the Lessee is a party, to any other lease in which the Lessee is a party, provided that the cumulative payments of the Lessee after the transfer does not exceed the total pre-transfer payments owing on all leases. Lessor is at liberty to make such modifications at its own discretion and will provide the Lessee with notification of such modifications.

25. NOTICES AND WAIVER. Any notices required to be given herein shall be given to the parties in writing at the addresses herein, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices shall be deemed to have been received by the other party on the day when such notices were sent. The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présences conviennent à ce que ce document soit rédigé en anglais). In provinces where applicable, the Lessee waives written notice under the relevant Personal Property Security Act of a copy of the Financing Statement from the Lessor.

26. COLLECTION CHARGES. Should Lessee fail to pay when due any part of the Rent, or renewal Rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition to any other payments, interest on any and all delinquent payments from the date thereof until paid in full at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly. Lessee further agrees to pay to Lessor for a returned cheque or a Pre-Authorized Payment debit a charge in an amount the greater of \$50.00 or the actual bank charge.

27. MISCELLANEOUS. (a) This Agreement shall be governed by the laws of the Province of Ontario or, at the option of the Lessor, the Province(s) in which the use of this Vehicle was originally intended and Lessee hereby attorns to the jurisdiction of the courts of such Province as the Lessor selects; (b) No waiver by Lessor of any term of this Agreement shall constitute a waiver of any other term or any of Lessor's rights; (c) This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein, and no modifications, amendments, additions or variations shall be binding unless agreed to in writing and properly executed by the parties; (d) This Agreement shall be binding upon the parties hereto and their permitted successors and assigns; (e) For purposes of the Civil Code of Quebec, Lessee acknowledges that this Agreement shall be considered a Contract of Leasing; (f) For purposes of Leases contracted in the Province of Saskatchewan, if the Lessee is a corporation, the Lessee agrees that The Limitation of Civil Rights Act has no application to this Agreement or any renewal or extension hereof, and hereby waives any and all benefits and remedies provided by that Act. (g) Lessee hereby acknowledges receipt of a copy of this Agreement; (h) all indemnities of Lessor by Lessee as set in this Agreement shall survive the termination of this Agreement. (i) If any Term or condition of the Lease is found to be unenforceable, the remainder of the Lease Terms & Conditions shall remain in effect.

<p>Authorized Signature(s):</p> <p>Lessee(s) Name:  8438048 Canada Inc. o/a AMG Global</p> <p>Email: shoker@amgfleets.ca</p> <p>Lessee(s) Name:  Narinder Singh Shoker</p> <p>Email: shoker@amgfleets.ca</p> <p>Lessee(s) Name: _____</p> <p>Lessee(s) Name: _____</p>	<p>Accepted by Lessor: Bennington Financial Corp. 101-1465 North Service Rd E Oakville, ON L6H 1A7</p> <p>on behalf of  Troy Campbell President & CEO</p> <p>Authorized Signature _____</p> <p>7 Apr 2022 Date: _____</p>
---	--

PROVINCE OF ON - PERSONAL PROPERTY REGISTRY
REPORT ON REGISTRATION
----- **REGISTRATION VERIFICATION** -----

File Number:	20006454-954359
Registration Type:	Lien
ON File #:	20220407 1705 1901 6783
Registration #:	781853283
Registration Date:	2022-04-07
Service Province:	ON
Term (years):	3
Amount of Lien:	N/A
Lien Expiry Date:	2025-04-07
Maturity Date:	2025-04-06
Requester:	Ashwin Shetty

Secured Parties:

Equirex, a division of Bennington Financial Corp.
101-1465 North Service Rd E
Oakville, ON, L6H1A7

Debtors:

8438048 Canada Inc.
6 Darou Cres
Brampton, ON, L6R0N7

AMG Global
6 Darou Cres
Brampton, ON, L6R0N7

Narinder S Shoker (1981-04-24)
1 Billy Crt
Caledon, ON, L7C3X4

8438048 Canada Inc.
15479 Steeles Avenue
Halton Hills, ON, L0P1E0

AMG Global
15479 Steeles Avenue
Halton Hills, ON, L0P1E0

Narinder Shoker (1981-04-24)
1 Billy Crt
Caledon, ON, L7C3X4

Narinder S Shoker (1981-04-24)
6 Darou Cres
Brampton, ON, L6R0N7

Narinder Shoker (1981-04-24)
6 Darou Cres
Brampton, ON, L6R0N7

Assets:

Collateral Classifications:

Consumer Goods Inventory Equipment Accounts Other MV Included

General Collateral:

PURSUANT TO LEASE AGREEMENT 20006454, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20006454 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING

ONE 1 2014 FREIGHTLINER CASCADIA CA125SLP TRUCK
ONE 1 2014 FREIGHTLINER CASCADIA CA125SLP TRUCK

<u>Type</u>	<u>Serial No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
Motor Vehicle	1FUJGLD5XELFN9273	2014	FREIGHTLINER	CASCADIA CA125SLP
Motor Vehicle	3AKJGLD62ESFV1682	2014	FREIGHTLINER	CASCADIA CA125SLP

----- END OF REPORT -----

APPENDIX X

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

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

NOTICE OF EXAMINATION

TO: NARINDER SHOKER
c/o Dhanbir Jaswal
Jaswal Law

YOU ARE REQUIRED TO ATTEND (*choose one of the following*)

- In person
- By telephone conference
- By video conference

at the following location:

Arbitration Place, Bay-Adelaide Centre, 333 Bay Street, Suite 900, Toronto, Ontario, M5H 2R2 ((416) 848-0203)

on Friday January 10, 2025, at 10:00 am. for an examination under oath in connection with the Receivership Order of Justice Black dated December 4, 2024.

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. All invoices for any trucks, trailers, or other vehicles purchased by 8438048 Canada Inc. (the “Debtor”);
2. All bank records demonstrating the transfer of funds for trucks, trailers, or other vehicles purchased by the Debtor from the following companies for payment of the following invoices:
 - a. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
 - b. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
 - c. to Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
 - d. to Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
 - e. to Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
 - f. to Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
 - g. to Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
 - h. to Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
3. All correspondence between the Debtor and the following parties, in which the parties transmitted the following invoices to the Debtor:
 - a. Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
 - b. Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
 - c. Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
 - d. Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
 - e. Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
 - f. Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
 - g. Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
 - h. Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
4. All vehicle ownership documents for trucks, trailers, or other vehicles owned by the Debtor;
5. All documents relating to sub-lease agreements or sub-lease arrangements between the Debtor and GFS International Inc., including but not limited to sub-lease agreements or sub-lease arrangements for the premises located at 425 Gibraltar Avenue, and sub-lease agreements or sub-lease arrangements for any trucks, trailers, or vehicles owned by the Debtor that have been sub-leased to GFS International Inc.;
6. All correspondence between the Debtor and the following leasing entities, in which the leasing entities transmitted the following estoppel letters to the Debtor:
 - a. Farm Credit Canada, in connection with the letter dated July 31, 2023 attached hereto as Schedule “I”;
 - b. Bodkin, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “J”;
 - c. Mitsubishi HC Capital Canada Leasing, Inc., in connection with the letter dated July 27, 2023 attached hereto as Schedule “K”;
 - d. Equirex, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “L”;
 - e. BVD Equipment Finance, in connection with the Acknowledgment dated July 28, 2023 attached hereto as Schedule “M”;
 - f. Daimler Truck Financial, in connection with the Acknowledgment dated July 31, 2023 attached hereto as Schedule “N”;

- g. Breadner Trailers, in connection with the letter dated August 3, 2023 attached hereto as Schedule "O";
7. All documents, including but not limited to releases, indicating that trucks, trailers, and other vehicles were returned to or repossessed by the following parties:
 - a. Daimler Truck Financial;
 - b. BVD Equipment Finance;
 - c. Breadner Trailers;
 - d. Paul Motor Leasing Company;
 - e. Interpool Inc.;
 - f. TFG Financial Corporation;
 - g. Riordan Leasing Inc.;
 - h. Mitsubishi HC Capital Canada Leasing, Inc.;
 - i. Vault Credit Corporation;
8. All books, records, and account information of the Debtor, including, but not limited to:
 - a. All monthly bank statements for the Debtor's bank accounts from fiscal years 2023 and 2024;
 - b. Copies of cancelled cheques for all bank accounts held by the Debtor;
9. The 2023 tax returns of the Debtor;
10. All correspondence between the Debtor and the Canada Revenue Agency in respect of HST refunds;
11. All Statements of Accounts for HST and Source Deductions accounts;
12. All payroll records for employees of the Debtor;
13. All T4s for employees of the Debtor for 2022, 2023, and 2024;
14. All insurance documentation for insurance policies held by the Debtor;
15. All outstanding receivable invoices, with proof of delivery;
16. All documents, including loan agreements and security agreements, related to any loans made by the Debtor to any other individual, corporation, or partnership, including but not limited to 14713737 Canada Inc.

January 7, 2025

TO: **JASWAL LAW**
201 City Centre Drive, Suite 200
Mississauga ON L5B 2T4
Fax: 289 401 0641

Dhanbir Jaswal
djaswal@jaswallaw.com
Tel: 905 361 9797

Lawyers for the Respondent, 8438048 Canada Inc.

APPENDIX Y

FASKEN

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

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

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

January 9, 2025

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

By Email (djaswal@jaswallaw.com)

JASWAL LAW
201 City Centre Drive, Suite 200
Mississauga, ON L5B 2T4
Attention: Dhanbir Jaswal

Dear Mr. Jaswal

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

We write further to our recent correspondence regarding the examination under oath of Mr. Narinder Shoker. As you know, BDO Canada Limited, in its capacity as Court-appointed Receiver and Manager of AMG (in such capacity, the “Receiver”) has requested that your client consent to an Amended and Restated Receivership Order (“A&R Receivership Order”) to expand the powers of the Receiver to include the authority to conduct examinations and related relief with respect to notices of examination. You have confirmed yesterday that your client consents to the A&R Receivership Order.

We have requested a scheduling appointment before Justice Black on January 16, 2025 at 9:45 a.m. for the issuance of the A&R Receivership Order. Since the A&R Receivership Order will not be issued prior to the currently scheduled examination on January 10, 2025, the Receiver intends to proceed with the examination of Mr. Shoker as soon as possible after the A&R Receivership Order has been issued.

Your client is in breach of the Receivership Order dated December 4, 2024, including paragraphs 4 and 5 thereof. Specifically, your client has failed or refused to adequately respond to the Receiver’s information requests, including those set out in our previous letters dated December 4, 2024 and December 17, 2024 and the Receiver’s requests for AMG’s books, records, employee lists, and other information, which are required to allow the Receiver to fulfill its mandate. Your client has also repeatedly asserted that it has returned vehicles to various equipment lessors or financiers contrary to the information provided by those equipment lessors and financiers to the Receiver.

We repeat the requests made in our previous letters, and further demand that AMG produce to the Receiver the documents listed in the enclosed Notice of Examination. In addition, we request that AMG and Mr. Shoker provide the following information to the Receiver:

- A complete list of all trucks, trailers, and other vehicles that are owned, leased, or otherwise financed by AMG;
- A complete list of any other capital assets of AMG;
- A list of bank accounts held by AMG, including account, institution, and branch numbers, as well as the login credentials for any online banking accounts associated with these accounts;
- The location of all computers, including laptops, other electronic devices and email platforms used by AMG and login credentials for same, including login credentials for any cloud-based software or other external servers used by AMG;
- AMG's login credentials for its Quickbooks software and any other billing software used by AMG;
- The login credentials for any GPS or other logistics software used by AMG to track the location of its fleet;
- All Registration Identification Numbers associated with AMG;
- A complete list of all employees of AMG, including their names, addresses, social insurance numbers, and start dates;
- A complete listing of any outstanding wages, vacation pay, or other amounts owing to employees of AMG;
- A complete list of all subcontractors of AMG and their contact information; and,
- All Customs Documentation, including but not limited to eManifestos, pertaining to the outstanding invoices listed in the enclosed Receivable Invoices.

The Receiver requires these documents and information be produced prior to Mr. Shoker's examination, and in any event no later than **January 15, 2025**. If these documents are not provided by this time, we will also request a deadline be set for the production thereof prior to the examination at the upcoming scheduling appointment.

We trust that you will give this your immediate attention.

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to read "Dylan Chochla". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dylan Chochla

DC/jlc

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

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

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

NOTICE OF EXAMINATION

TO: NARINDER SHOKER
c/o Dhanbir Jaswal
Jaswal Law

YOU ARE REQUIRED TO ATTEND (*choose one of the following*)

- In person
- By telephone conference
- By video conference

at the following location:

Arbitration Place, Bay-Adelaide Centre, 333 Bay Street, Suite 900, Toronto, Ontario, M5H 2R2 ((416) 848-0203)

on Friday January 10, 2025, at 10:00 am. for an examination under oath in connection with the Receivership Order of Justice Black dated December 4, 2024.

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. All invoices for any trucks, trailers, or other vehicles purchased by 8438048 Canada Inc. (the “Debtor”);
2. All bank records demonstrating the transfer of funds for trucks, trailers, or other vehicles purchased by the Debtor from the following companies for payment of the following invoices:
 - a. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
 - b. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
 - c. to Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
 - d. to Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
 - e. to Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
 - f. to Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
 - g. to Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
 - h. to Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
3. All correspondence between the Debtor and the following parties, in which the parties transmitted the following invoices to the Debtor:
 - a. Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
 - b. Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
 - c. Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
 - d. Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
 - e. Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
 - f. Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
 - g. Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
 - h. Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
4. All vehicle ownership documents for trucks, trailers, or other vehicles owned by the Debtor;
5. All documents relating to sub-lease agreements or sub-lease arrangements between the Debtor and GFS International Inc., including but not limited to sub-lease agreements or sub-lease arrangements for the premises located at 425 Gibraltar Avenue, and sub-lease agreements or sub-lease arrangements for any trucks, trailers, or vehicles owned by the Debtor that have been sub-leased to GFS International Inc.;
6. All correspondence between the Debtor and the following leasing entities, in which the leasing entities transmitted the following estoppel letters to the Debtor:
 - a. Farm Credit Canada, in connection with the letter dated July 31, 2023 attached hereto as Schedule “I”;
 - b. Bodkin, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “J”;
 - c. Mitsubishi HC Capital Canada Leasing, Inc., in connection with the letter dated July 27, 2023 attached hereto as Schedule “K”;
 - d. Equirex, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “L”;
 - e. BVD Equipment Finance, in connection with the Acknowledgment dated July 28, 2023 attached hereto as Schedule “M”;
 - f. Daimler Truck Financial, in connection with the Acknowledgment dated July 31, 2023 attached hereto as Schedule “N”;

- g. Breadner Trailers, in connection with the letter dated August 3, 2023 attached hereto as Schedule "O";
7. All documents, including but not limited to releases, indicating that trucks, trailers, and other vehicles were returned to or repossessed by the following parties:
 - a. Daimler Truck Financial;
 - b. BVD Equipment Finance;
 - c. Breadner Trailers;
 - d. Paul Motor Leasing Company;
 - e. Interpool Inc.;
 - f. TFG Financial Corporation;
 - g. Riordan Leasing Inc.;
 - h. Mitsubishi HC Capital Canada Leasing, Inc.;
 - i. Vault Credit Corporation;
8. All books, records, and account information of the Debtor, including, but not limited to:
 - a. All monthly bank statements for the Debtor's bank accounts from fiscal years 2023 and 2024;
 - b. Copies of cancelled cheques for all bank accounts held by the Debtor;
9. The 2023 tax returns of the Debtor;
10. All correspondence between the Debtor and the Canada Revenue Agency in respect of HST refunds;
11. All Statements of Accounts for HST and Source Deductions accounts;
12. All payroll records for employees of the Debtor;
13. All T4s for employees of the Debtor for 2022, 2023, and 2024;
14. All insurance documentation for insurance policies held by the Debtor;
15. All outstanding receivable invoices, with proof of delivery;
16. All documents, including loan agreements and security agreements, related to any loans made by the Debtor to any other individual, corporation, or partnership, including but not limited to 14713737 Canada Inc.

January 7, 2025

TO: **JASWAL LAW**
201 City Centre Drive, Suite 200
Mississauga ON L5B 2T4
Fax: 289 401 0641

Dhanbir Jaswal
djaswal@jaswallaw.com
Tel: 905 361 9797

Lawyers for the Respondent, 8438048 Canada Inc.

BIG RIG TRAILERS & LEASING INC.

1225 Riverside Road
 Abbotsford BC V2S 7P1
 +1 6048643100
 Harp@bigrigcanada.com
 GST/HST Registration No.: 776057267RT0001

**Invoice**

ADDRESS
 8438048 Canada Inc. O/AAMG GLOBAL
 6 Darou Crescent.
 Brampton ON L6R 0N7

SHIP TO
 8438048 Canada Inc. O/AAMG GLOBAL
 6 Darou Crescent.
 Brampton ON L6R 0N7

INVOICE BR-1011
 DATE 11/12/2023
 EXPIRATION 20/12/2023
 DATE

SALES PERSON
 ADARSH BAJWA

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Peterbilt Truck	New 2023 Peterbilt 579 VIN#1XPBDP9X1PD879192	1	235,000.00	235,000.00
	Kenworth Truck	New 2024 Kenworth T680 VIN#1XKYDP9X0RJ974508 VIN#1XKYDP9X2RJ974509	2	235,000.00	470,000.00
	Tire Fee	Tire Fee	3	140.00	420.00
	Admin Fee	Admin Fee	3	200.00	600.00

SUBTOTAL 706,020.00

GST/HST @ 13% 91,782.60

TOTAL **CAD 797,802.60**

TAX SUMMARY

	RATE	TAX	NET
GST/HST @ 13%		91,782.60	706,020.00

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc
 1225 Riverside Road
 Abbotsford BC
 V2S 7P1

Bank info:

ROYAL BANK OF CANADA
 Account # 1025576
 Transit # 01050
 Institution # 003
 Page 1 of 2

Accepted By

Accepted Date

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc
1225 Riverside Road
Abbotsford BC
V2S 7P1

Bank info:

ROYAL BANK OF CANADA
Account # 1025576
Transit # 01050
Institution # 003
Page 2 of 2

BIG RIG TRAILERS & LEASING INC.

1225 Riverside Road
 Abbotsford BC V2S 7P1
 +1 6048643100
 Harp@bigrigcanada.com
 GST/HST Registration No.: 776057267RT0001

**Invoice**

ADDRESS
 8438048 Canada Inc. O/AAMG GLOBAL
 6 Darou Crescent.
 Brampton ON L6R 0N7

SHIP TO
 8438048 Canada Inc. O/AAMG GLOBAL
 6 Darou Crescent.
 Brampton ON L6R 0N7

INVOICE BR-1010
 DATE 11/12/2023
 EXPIRATION 20/12/2023
 DATE

SALES PERSON
 Adarsh Bajwa

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Vanguard VXP	NEW 2024 Vanguard Dry Van VIN#5V8VC5323RT401445 VIN#5V8VC5325RT401446 VIN#5V8VC5327RT401447 VIN#5V8VC5323RT401784 VIN#5V8VC5322RT401789 VIN#5V8VC532XRT401720 VIN#5V8VC5320RT401712 VIN#5V8VC5326RT401715 VIN#5V8VC5328RT401716 VIN#5V8VC532XRT401717	10	62,000.00	620,000.00
	Tire Fee	Tire Fee	10	112.00	1,120.00
	Admin Fee	Admin Fee	10	200.00	2,000.00

SUBTOTAL 623,120.00

GST/HST @ 13% 81,005.60

TOTAL **CAD 704,125.60**

TAX SUMMARY

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc
 1225 Riverside Road
 Abbotsford BC
 V2S 7P1

Bank info:

ROYAL BANK OF CANADA
 Account # 1025576
 Transit # 01050
 Institution # 003
 Page 1 of 2

	RATE	TAX	NET
	GST/HST @ 13%	81,005.60	623,120.00

Accepted By

Accepted Date

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc
1225 Riverside Road
Abbotsford BC
V2S 7P1

Bank info:

ROYAL BANK OF CANADA
Account # 1025576
Transit # 01050
Institution # 003
Page 2 of 2

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11
BRAMPTON ON L6W3G4
repair.triples@gmail.com
GST/HST Registration No.: 812229136



INVOICE

BILL TO
AMG GLOBAL INC
425 Gibraltar Dr
Mississauga ON L5T 2S9

INVOICE 82
DATE 14/03/2024
TERMS Net 30
DUE DATE 13/04/2024

VIN
3AKJHHDR2MSLX5636

ODOMETER
564890 km

YEAR/ MAKE/ MODEL
2021 / FREIGHT/FM2

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	OMVIC	ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN-3AKJHHDR2MSLX5636 KM- 832618 km MAKE - FREIGHTLINER MODEL-CASCADIA FM2	HST ON	0	120,000.00	120,000.00

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X _____

TAX SUMMARY

	RATE	TAX	NET
	HST (ON) @ 13%	15,600.00	120,000.00

SUBTOTAL	120,000.00
HST (ON) @ 13%	15,600.00
TOTAL	135,600.00
BALANCE DUE	CAD 135,600.00

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11
 BRAMPTON ON L6W3G4
 repair.triples@gmail.com
 GST/HST Registration No.: 812229136

**INVOICE**

BILL TO
 AMG GLOBAL INC
 425 Gibraltar Dr
 Mississauga ON L5T 2S9

INVOICE 87
 DATE 19/03/2024
 TERMS Net 30
 DUE DATE 18/04/2024

VIN
 4V4NC9EH4NN297675

ODOMETER
 432789 KM

YEAR/ MAKE/ MODEL
 2022/VOLVO/VVN

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	OMVIC	ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN -4V4NC9EH4NN297675 MAKE - VOLVO MODEL - VVN KM -432789 KM	HST ON	1	110,000.00	110,000.00

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

SUBTOTAL	110,000.00
HST (ON) @ 13%	14,300.00
TOTAL	124,300.00

BALANCE DUE **CAD 124,300.00**

TAX SUMMARY

	RATE	TAX	NET
HST (ON) @ 13%		14,300.00	110,000.00

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11
 BRAMPTON ON L6W3G4
 repair.triples@gmail.com
 GST/HST Registration No.: 812229136

**INVOICE**

BILL TO
 AMG GLOBAL INC
 425 Gibraltar Dr
 Mississauga ON L5T 2S9

INVOICE 88
 DATE 19/03/2024
 TERMS Net 30
 DUE DATE 18/04/2024

VIN
 4V4NC9EH1LN226513

ODOMETER
 576859 KM

YEAR/ MAKE/ MODEL
 2020/VOLVO / VVN

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	OMVIC	ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN - 4V4NC9EH1LN226513 MAKE - VOLVO MODEL - VVN KM -576859 KM	HST ON	1	90,000.00	90,000.00

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

SUBTOTAL	90,000.00
HST (ON) @ 13%	11,700.00
TOTAL	101,700.00

BALANCE DUE **CAD 101,700.00**

TAX SUMMARY

	RATE	TAX	NET
HST (ON) @ 13%		11,700.00	90,000.00



EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871
www.eutopiaautosales.com

BILL OF SALE

INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0010-24

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2023 CIMC REEFER TRAILER W/T CARRIER reefer unit Installed. VIN# 527SR5328PL148858 Hours: 5868 Hrs Color: White	\$93,500.00	
		SUBTOTAL	\$93,500.00
		HST (13%)	\$12,155.00
		BALANCE DUE	\$105,655.00

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

Our GST/ HST no. is: 70742 4271 RT0001.



EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871
www.eutopiaautosales.com

BILL OF SALE

INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0011-24

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2023 CIMC REEFER TRAILER W/T CARRIER reefer unit Installed. VIN# 527SR5328PL146902 Hours: 5581Hrs Color: White	\$93,500.00	
		SUBTOTAL	\$93,500.00
		HST (13%)	\$12,155.00
		BALANCE DUE	\$105,655.00

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

Our GST/ HST no. is: 70742 4271 RT0001.



EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871
www.eutopiaautosales.com

BILL OF SALE

INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0012-24

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2023 CIMC REEFER TRAILER W/T CARRIER reefer unit Installed. VIN# 527SR5328PL168723 Hours: 5487 Hrs Color: White	\$93,500.00	
		SUBTOTAL	\$93,500.00
		HST (13%)	\$12,155.00
		BALANCE DUE	\$105,655.00

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

Our GST/ HST no. is: 70742 4271 RT0001.



DREAM. GROW. THRIVE.
RÉVER. BÂTIR. RÉUSSIR.

July 31, 2023

To Whom It May Concern:

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

Number - 0000809045001, 0000809045002

Address - 7388 Guelph Line , Milton, ON , L0P1B0

Farm Credit Canada

Per:

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



July 27, 2023

To Whom It May Concern:

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

Equipment: 2016,Great Dane,Reefer Trailer

Serial/VIN: S/N #6001190255 1GRAA0620GW700611

Lease#: 50005281

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

Bennington Financial Corp.

Per:

Amanda Hoey
VP, Operations

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

CONTRACT NUMBER

ESTOPPEL

Date: July 27, 2023

TO: CANADIAN WESTERN BANK and to DAWOOD LAW OFFICE

AND TO: 8438048 CANADA INC.
(hereinafter called the "Debtor")

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

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

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

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

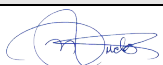
Our interest in the Collateral extends to all present and future attachments, components, parts, accessories, additions, alterations and repairs as well as all proceeds of the Collateral, including, without limitation, proceeds and/or replacements derived directly or indirectly from any dealing with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

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

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

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

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

Mitsubishi HC Capital Canada Leasing, Inc.	Date
Per: 	

SCHEDULE A
COLLATERAL

2019 FREIGHTLINER CASCADIA 3AKJHHR5KSKJ1021





July 27, 2023

To Whom It May Concern:

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

Equipment: 2014, Freightliner, Cascadia CA125SLP Truck

Serial/VIN: 3AKJGLD62ESFV1682

Lease#: 20006454

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

Bennington Financial Corp.

Per:

A handwritten signature in black ink, appearing to read "A Hoey". The signature is fluid and cursive.

Amanda Hoey
VP, Operations

ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

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

RE: BVD EQUIPMENT FINANCE INC

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

REGISTRATION NUMBER	FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
1FUJHHDR1KLN4539	3AKJHHDRXKSKC6108		
3AKJHHDR3KSI9388	3AKJHHDR2JSJ4082		
1FUJHHDR1KLNKJZ89567	3AKJHHDR9KSJX9321	Equipment, Accounts, Other	COMPLETE SCHEDULE A
3AKJHHDR1KSJX9393	3AKJHHDR3KSJX9459		
3AKJHHDR5JSJ4089	3AKJHHDR3KSJX9458	Equipment, Accounts, Other	COMPLETE SCHEDULE A
4V4NC9EH6KN211083	1UYVS2531N6446713		
1FUJHHDRXKLN4510	2SHSR5323PS000894		
3AKJHHDRXKKSJX9330	2SHSR5321PS000893		527SR5321PL029291
527SR5323PL027350	527SR5325PL027351		527SR5320PL029296
527SR5326PL027357	527SR5327PL027349		527SR5325PL029293
527SR5324PL027356	527SR5322PL027355		
527SR5320PL027354	527SR5328PL027358		
527SR5327PL027335	527SR5325PL027348		

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

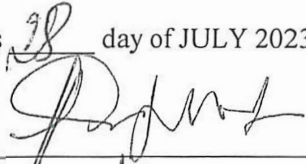
- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.
- Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.
- This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 28 day of JULY 2023.

By:

Name:

Title:


 Haibemambin
 Leave Coordinator

I have authority to bind the corporation

ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE
AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")
RE: DAIMLER TRUCK FINANCIAS

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

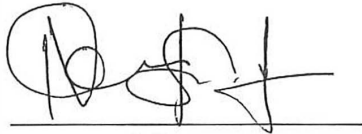
REGISTRATION NUMBER	FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
527SR5325PL027347, 527SR5325PL027352, 527SR5325PL027353, 527SR5323PL029292, 527SR5328PL029224			
3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSJX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319, 3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSJX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319		Equipment, Accounts, Other	COMPLETE SCHEDULE A
3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSJX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319		Equipment, Accounts, Other	COMPLETE SCHEDULE A

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

- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.
- Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.
- This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 31 day of JULY 2023.

By:



Name:

Nadine Zagراوي

Title:

Senior Fleet Workout Analyst

I have authority to bind the corporation

BREADNER TRAILERS

5185 Fountain Street North
Breslau, ON N0B 1M0
(519) 648-2273 | 1-800-799-4425
www.breadnertrailers.com
Mississauga | Moncton | Montréal



ASK ANYONE

August 3, 2023

To Whom It May Concern:

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

Equipment: 2016, Great Dane, Reefer Trailer

Serial/VIN:

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

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

Breadner Trailers

Per:

A handwritten signature in black ink, appearing to read "Phil Turner".

Phil Turner,
CPA, CMA
Chief Financial Officer

CANADIAN WESTERN BANK

-and- 8438048 CANADA INC.
Applicant

Respondent

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

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

Proceeding commenced at Toronto

NOTICE OF EXAMINATION

FASKEN MARTINEAU DuMOULIN LLP

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

Dylan Chochla (LSO: 62137I)
dchochla@fasken.com
Tel: 416 868 3425

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

Lawyers for the Receiver, BDO Canada Limited

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

Receivable Invoices As On
Dec 05, 2024

Customer	Invoice	Order#	Date	Due Date	Us\$	Cdn\$	Due Days
2405382 ONTARIO INC / VANSH TRANSPORTATION Ph# 905-766-5777 Fax# 866-425-7077 Contact	21727	18018A	12/11/2023	01/10/2024		375.00	360
	Total					375.00	
AAM LOGISTICS INC Ph# 905-913-7171 Fax# -- Contact	24770	301	07/22/2024	08/21/2024		700.00	136
	Total					700.00	
AKAL TRANSPORT INC Ph# 514-973-7048 Fax# -- Contact	24709	GC15863	07/18/2024	08/17/2024		5,000.00	140
	25003	GC15951	09/13/2024	10/13/2024		800.00	83
	Total					5,800.00	
ALL LOADS TRANSPORTATION Ph# 519-622-7200 Fax# 519-622-7172 Contact	23692	355257	04/27/2024	05/27/2024		500.00	222
	23977	356527	05/15/2024	06/14/2024		450.00	204
	23928	356278	05/15/2024	06/14/2024		825.00	204
	23981	356460	05/15/2024	06/14/2024		500.00	204
	Total					2,275.00	
ALL ROUTES Ph# 905-564-0022 Fax# -- Contact	24754	C009836	07/19/2024	08/18/2024		900.00	139
	24765	C009897	07/26/2024	08/25/2024		6,500.00	132
	Total					7,400.00	
AMERI - CAN SYSTEMS Ph# 905-452-0004 Fax# 905-452-0006 Contact	25083	C001370	10/11/2024	11/10/2024		850.00	55
	Total					850.00	
AUTOLOGIC TRANSPORT INC. Ph# 587-855-5885 Fax# -- Contact	17433	C318821	07/12/2023	08/11/2023		700.00	512
	Total					700.00	
CARGO COUNTY GROUP Ph# 647-800-2594 Fax# -- Contact	22181	C020014	01/19/2024	02/18/2024		800.00	321
	Total					800.00	
CAT GLOBAL INC Ph# 888-506-7788 Fax# -- Contact	24777	CAT571375	07/29/2024	08/28/2024	3,700.00		129
	Total				3,700.00		
CQR LOGISTICS Ph# 416-800-9070 Fax# -- Contact	24169	CQR14028	06/05/2024	07/05/2024		1,150.00	183
	24941	CQR15442	09/03/2024	10/03/2024		1,100.00	93
	Total					2,250.00	
CRT INC Ph# 519-207-2800 Fax# 519-207-3102 Contact	23522	111045	04/15/2024	05/15/2024		4,300.00	234
	Total					4,300.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
 MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
 Dec 05, 2024**

CS-1 TRANSPORTATION INC Ph# 905-829-2255 Fax# -- Contact	23442	C146670	04/09/2024	05/09/2024	400.00	240
Total					400.00	
DELTAURA Ph# 905-614-1416 Fax# -- Contact	17192	C002652	06/30/2023	07/30/2023	725.00	524
Total					725.00	
DTI LOGISTICS CANADA INC Ph# 519-699-5018 Fax# -- Contact	23847	356050	05/08/2024	06/07/2024	450.00	211
Total					450.00	
EARTHBOUND LOGISTICS Ph# 416-477-8997 Fax# -- Contact	23204	109666	03/22/2024	04/21/2024	125.00	258
Total					125.00	
ELI LOGISTICS SOLUTIONS INC Ph# 905-793-3357 Fax# -- Contact	18235	23897	08/14/2023	09/13/2023	600.00	479
Total					600.00	
FAST LANE LOGISTICS Ph# 437-339-9009 Fax# -- Contact	25124	F1938	11/07/2024	12/07/2024	631.00	28
	25211	F1994	11/12/2024	12/12/2024	550.00	23
	25212	F1998	11/12/2024	12/12/2024	511.00	23
	25216	F2011	11/15/2024	12/15/2024	430.00	20
	25220	F2014	11/18/2024	12/18/2024	550.00	17
	25221	F2015	11/19/2024	12/19/2024	520.00	16
	25222	F2017	11/22/2024	12/22/2024	550.00	13
	25230	F2030	11/25/2024	12/25/2024	550.00	10
	25234	F2037	11/27/2024	12/27/2024	550.00	8
	25238	F2041	12/03/2024	01/02/2025	520.00	2
	25239	F2042	12/03/2024	01/02/2025	550.00	2
	25245	F2047	12/03/2024	01/02/2025	600.00	2
	25248	F2051	12/04/2024	01/03/2025	400.00	1
Total					6,912.00	
Giff Express Inc Ph# 905-450-0093 Fax# -- Contact	24638	OR9080	07/10/2024	08/09/2024	3,600.00	148
Total					3,600.00	
GPEX TRANSPORT INC Ph# 204-818-0383 Fax# -- Contact	24915	GPX45227C	08/27/2024	09/26/2024	1,100.00	100
	24938	GPX45350B	08/30/2024	09/29/2024	1,700.00	97
	24974	GPX45626B	09/11/2024	10/11/2024	1,600.00	85
Total					4,400.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
Dec 05, 2024**

GROUPE INNER CIRCLE Ph# 888-877-9495 Fax# -- Contact	16176	10579	04/19/2023	05/19/2023	550.00	596
Total					550.00	
HK LOGISTICS Ph# 416-726-9799 Fax# -- Contact	21034	3182	11/20/2023	12/20/2023	500.00	381
	21118	21118	11/29/2023	12/29/2023	500.00	372
	21631	3188	12/07/2023	01/06/2024	400.00	364
	22945	3216	03/08/2024	04/07/2024	525.00	272
	23101	3222	03/19/2024	04/18/2024	550.00	261
	23592	3229	04/24/2024	05/24/2024	450.00	225
	23598	3230	04/24/2024	05/24/2024	900.00	225
Total					3,825.00	
HOT FREIGHT INTERNATIONAL INC. Ph# 905-363-1865 Fax# -- Contact	23930	208384	05/10/2024	06/09/2024	1,375.00	209
Total					1,375.00	
IEL CANADA BROKERAGE Ph# 416-618-4111 Fax# 416-661-8411 Contact	24768	133974	07/25/2024	08/24/2024	3,900.00	133
Total					3,900.00	
ISG TRANSPORTATION INC Ph# 289-371-0370 Fax# -- Contact	23953	2033768	05/15/2024	06/14/2024	650.00	204
	24220	2036620	05/31/2024	06/30/2024	850.00	188
Total					1,500.00	
JBT GROUP OF COMPANIES Ph# 519-622-3605 Fax# -- Contact	24689	C000874	07/08/2024	08/07/2024	1,150.00	150
Total					1,150.00	
LEGEND TRANSPORT Ph# 647-870-2080 Fax# -- Contact	24979	N995	09/11/2024	10/11/2024	700.00	85
	25052	N1001	09/25/2024	10/25/2024	750.00	71
Total					1,450.00	
LODESTAR FREIGHT SOLUTIONS INC. Ph# 877-720-7702 Fax# -- Contact	23320	L064293	04/05/2024	05/05/2024	900.00	244
Total					900.00	
LTS LOGISTICS Ph# 647-588-2916 Fax# -- Contact	18626	248	08/24/2023	09/23/2023	1,000.00	469
Total					1,000.00	
MONAGHAN MUSHROOMS Ph# 905-878-9375 Fax# -- Contact	25189	PO088312	10/31/2024	11/30/2024	1,300.00	35
	25190	PO088297	10/31/2024	11/30/2024	1,500.00	35
	25103	RQ052366	10/31/2024	11/30/2024	1,500.00	35

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
Dec 05, 2024**

MONAGHAN MUSHROOMS Ph# 905-878-9375 Fax# -- Contact	25188	PO088197	10/31/2024	11/30/2024	1,300.00	35
	25201	PO088339	11/05/2024	12/05/2024	1,300.00	30
	Total				6,900.00	
MTS LOGISTICS INT. Ph# 905-455-6193 Fax# -- Contact	24373	76787	06/12/2024	07/12/2024	550.00	176
	Total				550.00	
NORTH KEE TRADING Ph# 416-705-8295 Fax# -- Contact	25079	ZMOU886218 3	10/10/2024	11/09/2024	600.00	56
	25115	276857	10/15/2024	11/14/2024	800.00	51
	25118	276856	10/15/2024	11/14/2024	1,100.00	51
	25119	276855	10/15/2024	11/14/2024	1,100.00	51
	25175	2132084	10/31/2024	11/30/2024	800.00	35
	25165	19160078	11/05/2024	12/05/2024	450.00	30
	25176	15503100	11/07/2024	12/07/2024	400.00	28
	25193	19620570	11/12/2024	12/12/2024	450.00	23
	25215	11122024	11/13/2024	12/13/2024	950.00	22
	25219	19812334	11/15/2024	12/15/2024	450.00	20
	25194	19620308	11/15/2024	12/15/2024	450.00	20
	25217	KPO-00439	11/15/2024	12/15/2024	800.00	20
	25231	1400-1115nk- chnk2	11/22/2024	12/22/2024	500.00	13
	25226	15520069	11/26/2024	12/26/2024	640.00	9
	25177	15503101	11/26/2024	12/26/2024	640.00	9
	25227	15520070	11/26/2024	12/26/2024	910.00	9
	25229	4542062527	11/26/2024	12/26/2024	490.00	9
	25218	KPO-00430	11/27/2024	12/27/2024	700.00	8
	25236	2133109	11/27/2024	12/27/2024	500.00	8
	25235	1400- 1115NK- BRST-3	11/27/2024	12/27/2024	860.00	8
	25237	1400- 1115NK- BRST-4	11/27/2024	12/27/2024	500.00	8
	25244	1400-1115N- BRST -5	11/29/2024	12/29/2024	500.00	6
	Total				14,590.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

Receivable Invoices As On

Dec 05, 2024

PACIFIC VALLEY ENTERPRISES INC Ph# 604-588-3161 Fax# -- Contact	24910	08232024	08/23/2024	09/22/2024	250.00	104
Total					250.00	
R.Y.D:E-TRANSPORTATION LTD. Ph# 905-951-9698 Fax# 905-951-8486 Contact	23404	54210	04/11/2024	05/11/2024	450.00	238
	23938	54360	05/14/2024	06/13/2024	450.00	205
	24091	54450	05/22/2024	06/21/2024	450.00	197
Total					1,350.00	
ROADFORCE TRANSPORTATION Ph# 905-828-9698 Fax# 905-828-1829 Contact	23088	40367	03/18/2024	04/17/2024	525.00	262
Total					525.00	
SAABS TRUCKINGLTD Ph# 587-442-3268 Fax# -- Contact	21735	14167	12/12/2023	01/11/2024	400.00	359
	21736	14232	12/12/2023	01/11/2024	400.00	359
Total					800.00	
SEQUEL FREIGHT SYSTEM Ph# 905-678-2501 Fax# -- Contact	15680	16050	03/09/2023	04/08/2023	350.00	637
Total					350.00	
SERVICE STAR FREIGHTWAYS INC Ph# 905-775-1755 Fax# -- Contact	23282	C051110	04/03/2024	05/03/2024	350.00	246
	23443	C051192	04/09/2024	05/09/2024	500.00	240
	23807	C051291	05/06/2024	06/05/2024	1,500.00	213
	24028	C051408	05/17/2024	06/16/2024	700.00	202
	24027	C051397	05/17/2024	06/16/2024	700.00	202
	24156	C051449	05/28/2024	06/27/2024	925.00	191
	24232	C051478	06/03/2024	07/03/2024	600.00	185
	24231	C051490	06/03/2024	07/03/2024	500.00	185
	24566	C051643	06/27/2024	07/27/2024	500.00	161
Total					6,275.00	
SIMPLE PRODUCE SERVICES Ph# -- Fax# -- Contact	25178	5721030188	11/05/2024	12/05/2024	350.00	30
	25203	5721031289	11/11/2024	12/11/2024	350.00	24
	25214	5721105615	11/11/2024	12/11/2024	350.00	24
	25186	5721030206	11/11/2024	12/11/2024	350.00	24
	25184	5721030205	11/11/2024	12/11/2024	350.00	24
	25196	19656944	11/12/2024	12/12/2024	450.00	23
	25206	5721031295	11/13/2024	12/13/2024	350.00	22

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
Dec 05, 2024**

SIMPLE PRODUCE SERVICES Ph# -- Fax# -- Contact	25205	5721105616	11/13/2024	12/13/2024	350.00	22
	25185	5721030208	11/13/2024	12/13/2024	350.00	22
	25208	5721105618	11/15/2024	12/15/2024	350.00	20
	25210	5721105621	11/18/2024	12/18/2024	350.00	17
	25209	5721105619	11/19/2024	12/19/2024	350.00	16
	25223	5721108097	11/19/2024	12/19/2024	350.00	16
	25224	5721108098	11/20/2024	12/20/2024	350.00	15
	25225	5721108099	11/21/2024	12/21/2024	350.00	14
	25232	5721120464	11/26/2024	12/26/2024	350.00	9
	25246	5721114327	11/27/2024	12/27/2024	350.00	8
	25233	5721120466	11/28/2024	12/28/2024	350.00	7
Total					6,400.00	
SOUTHERN TRANSPORTATION SYSTEMS Ph# 514-448-0957 Fax# -- Contact	23261	5134	03/28/2024	04/27/2024	1,750.00	252
Total					1,750.00	
STONEHENGE TRANSPORT Ph# 204-872-1063 Fax# -- Contact	25056	2142	09/24/2024	10/24/2024	6,200.00	72
Total					6,200.00	
STRYDER LOGISTICS Ph# 905-430-4790 Fax# -- Contact	24171	77154	05/28/2024	06/27/2024	1,075.00	191
Total					1,075.00	
TRANS GLOBAL LOGISTICS INC Ph# 778-593-1020 Fax# -- Contact	23201	TGL#48783	03/22/2024	04/21/2024	775.00	258
	23630	TGL#49173	04/24/2024	05/24/2024	600.00	225
	23944	TGL#49476	05/14/2024	06/13/2024	480.00	205
	24423	TGL49960	06/18/2024	07/18/2024	400.00	170
Total					2,255.00	
TRANSWORLD INTERATIONAL Ph# 514-683-9885 Fax# -- Contact	16156	TWI0091227	04/18/2023	05/18/2023	950.00	597
Total					950.00	
TRISTAR CARRIERS LTD Ph# 519-836-2121 Fax# 519-836-2126 Contact	24289	001	05/31/2024	06/30/2024	800.00	188
	24290	002	05/31/2024	06/30/2024	800.00	188
Total					1,600.00	
VELOCITY LOGISTICS Ph# 416-901-9455 Fax# 416-901-9450 Contact	25074	16822	09/30/2024	10/30/2024	2,500.00	66
	25086	16837	10/11/2024	11/10/2024	2,500.00	55
Total					5,000.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
Dec 05, 2024**

VIA TRANS INTERNATIONAL Ph# 514-382-5350	25096	50636	10/15/2024	11/14/2024	3,000.00	51
Fax# -- Contact	25099	C050665	10/15/2024	11/14/2024	4,000.00	51
Total					7,000.00	
WORLD WIDE ASG LOGISTICS Ph# 416-213-1334	22651	C017605	02/15/2024	03/16/2024	650.00	294
Fax# -- Contact	23268	C018115	04/03/2024	05/03/2024	800.00	246
	23362	C018173	04/03/2024	05/03/2024	650.00	246
Total					2,100.00	
WT TRANSPORTATION INC Ph# 416-289-8929	25087	9237	10/11/2024	11/10/2024	3,000.00	55
Fax# -- Contact	Total					3,000.00
Total					22,600.00	108,332.00

CANADIAN WESTERN BANK

Applicant

-and- 8438048 CANADA INC.

Respondent

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

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF THE RECEIVER
VOLUME 1 OF 4
(RETURNABLE MARCH 11, 2025)**

FASKEN MARTINEAU DUMOULIN LLP

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

Dylan Chochla (62137I)

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

Jennifer L. Caruso (79321K)

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

Tel: 416 366 8381

Fax: 416 364 7813

Lawyers for the Receiver, BDO Canada Limited