

**THE KING'S BENCH  
WINNIPEG CENTRE**

**IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c.B-3, AS AMENDED AND SECTION 55 OF *THE KING'S BENCH ACT*, C.C.S.M. c.C280**

BETWEEN:

**BUSINESS DEVELOPMENT BANK OF CANADA**

Applicant,

-and-

**KROMAR PRINTING LTD.**

Respondent.

---

**SUPPLEMENT TO THE FIRST REPORT  
OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF  
KROMAR PRINTING LTD.**

---

**March 7, 2025**

**RECEIVER**

BDO CANADA LIMITED  
201 Portage Avenue, 26<sup>th</sup> Floor  
Winnipeg, Manitoba R3B 3K6  
Brent Warga  
Ph: (204) 956-7200  
Fax: (833) 888-1679  
Email: [bwarga@bdo.ca](mailto:bwarga@bdo.ca)

**COUNSEL TO THE RECEIVER**

Pitblado Law  
2500 – 360 Main Street  
Winnipeg, Manitoba R3C 4H6  
Catherine Howden  
Ph: (204) 956-3532  
Fax: (204) 957-0227  
Email: [howden@pitblado.com](mailto:howden@pitblado.com)

**TABLE OF CONTENTS**

INTRODUCTION ..... 1  
TERMS OF REFERENCE..... 2  
SALES PROCESS UPDATE..... 2  
CONCLUSIONS..... 3

**APPENDICES**

- Appendix A – February 11, 2025 Order
- Appendix B – Executed First Addendum to the Asset Purchase Agreement (Redacted)

## INTRODUCTION

1. On February 11, 2025, BDO Canada Limited (“**BDO**”), in its capacity as receiver (the “**Receiver**”) of Kromar Printing Ltd. (“**Kromar**” or the “**Company**”), made a motion (the “**February 11, 2025 Motion**”) to the Court of King’s Bench for Manitoba (the “**Court**”) seeking the following relief:
  - (a) Approval of the Receiver’s first report dated February 7, 2025 (the “**First Report**”), the confidential supplement to the First Report dated February 7, 2025 (the “**Confidential Supplement**”), and the reported actions of the Receiver since the Date of Receivership in respect of administering the receivership proceedings, including the approval of the Receiver’s Interim Statement of Receipts and Disbursements for the period November 30, 2023 to January 31, 2025 and the Receiver’s Sales Process;
  - (b) Approval of the Asset Purchase Agreement (the “**APA**”) with Nawoc Holdings Ltd. (“**Nawoc**” or the “**Purchaser**”);
  - (c) Approval of an increase in the Borrowing Facility;
  - (d) Approval of the fees and disbursements of the Receiver and its legal counsel; and
  - (e) An Order sealing the Confidential Supplement in the Court file given the commercial sensitivity of the information detailed therein.
2. The Court granted an Order, attached hereto as **Appendix A**, approving much of the relief sought by the Receiver in the February 11, 2025 Motion, but adjourned approval of the APA and the granting of a sale approval and vesting order (the “**SAVO**”) for the Real Property sale transaction, to be heard by the Honourable Mr. Justice Martin on March 17, 2025 (the “**Return Motion**”).
3. The First Report and the Confidential Supplement were both filed in support of the February 11, 2025 Motion. This supplement to the First Report (the “**Supplement to the First Report**”) is filed in support of the Return Motion seeking approval of the APA and the SAVO.

## TERMS OF REFERENCE

4. In preparing this Supplement to the First Report, the Receiver has relied upon unaudited financial information, the books and records of the Company, and discussions with former management of the Company, interested parties, and the stakeholders of the Company.
5. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Supplement to the First Report may not disclose all significant matters about the Company. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Supplement to the First Report.
6. Unless otherwise stated, all monetary amounts contained in this Supplement to the First Report are expressed in Canadian dollars.
7. Capitalized terms used in this Supplement to the First Report but not defined herein are as defined in the First Report and the Receivership Order.

## SALES PROCESS UPDATE

8. As detailed in the First Report, as at February 7, 2025, the first addendum to the APA (the "**First Addendum to the APA**", and together with the APA, the "**Transaction**"), was agreed upon amongst the Purchaser and the Receiver, but was not yet executed by the Purchaser. A redacted version of the First Addendum to the APA was attached as Appendix H to the First Report and was summarized therein.
9. Subsequent to the February 11, 2025 Court hearing, the Purchaser requested a further

amendment be made to paragraph 12 of the First Addendum to the APA as underlined below.

*Notwithstanding Section 2.3 of the Purchase Agreement, no adjustments to the Purchase Price will be made as between the Vendor and the Purchaser with respect to items referred to in Subsection 2.3(a)(i) which are otherwise discharged or extinguished pursuant to the terms of the Vesting Order. Despite the foregoing, however, the parties hereby agree that all property taxes assessed in respect of the 2025 calendar year will be adjusted between them in accordance with Subsection 2.3(a)(i) of the Purchase Agreement.*

Other than the execution date and reordering of the Schedules appended thereto, there were no other amendments to the First Addendum to the APA attached to the First Report.

10. The Receiver shared the revised First Addendum to the APA with BDC, and BDC was supportive of same. Accordingly, on February 18, 2025, the Receiver and the Purchaser executed the revised First Addendum to the APA (the “**Executed First Addendum to the APA**”), a redacted version of which is attached here to as **Appendix B**.

## CONCLUSIONS

11. This Supplement to the First Report is being filed in support of the Return Motion seeking the following:
  - (a) Approval of the APA and the Transaction with Nawoc;
  - (b) Sealing the Second Confidential Supplement in the Court file; and
  - (c) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 7<sup>th</sup> day of March 2025.

**BDO CANADA LIMITED**

In its capacity as Receiver of  
Kromar Printing Ltd.  
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT  
Senior Vice-President

**Appendix A – February 11, 2025 Order**

File No. CI 23-01-43791

**THE KING'S BENCH**

**Winnipeg Centre**

IN THE MATTER OF:

THE APPOINTMENT OF A RECEIVER PURSUANT TO  
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY  
ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION  
55 OF *THE KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

**BUSINESS DEVELOPMENT BANK OF CANADA**

Applicant

- and -

**KROMAR PRINTING LTD.**

Respondent

---

**ANCILLARY ORDER**

---

**PITBLADO LLP**  
Barristers and Solicitors  
2500 - 360 Main Street  
Winnipeg, MB R3C 4H6

**Catherine E. Howden**

Telephone No. (204) 956-0560  
Fax No. (204) 957-0227

(File No. 68556/1)

**THE KING'S BENCH**

**Winnipeg Centre**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 55 OF *THE KING'S BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE MR. ) TUESDAY, THE 11<sup>th</sup>  
 )  
JUSTICE MARTIN ) DAY OF FEBRUARY, 2025

B E T W E E N:

**BUSINESS DEVELOPMENT BANK OF CANADA**

Applicant

- and -

**KROMAR PRINTING LTD.**

Respondent

**ANCILLARY ORDER**

THIS MOTION, made by BDO CANADA LIMITED in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all the undertakings, properties and assets of the Respondent KROMAR PRINTING LTD. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale and amending agreement (the "**Sale Agreement**") between the Receiver and NAWOC HOLDINGS LTD. (the "**Purchaser**") dated July 11, 2024 as amended, and appended to the First Report of the Receiver dated February 7, 2025 (the "**First Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), and for an order to amend paragraph 22 of the Order of the Honourable Mr. Justice Martin dated

November 30, 2023 (the “**Receivership Order**”) to increase the Receiver’s Borrowings Charge and for other ancillary relief, was heard this day at The Law Courts, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report and Confidential Supplement to the First Report dated February 7, 2025 (the “**Confidential Report**”), the Affidavit of Lori Matson sworn November 23, 2023, and on hearing the submissions of counsel for the Receiver, the Applicant, the Respondent, Canada Revenue Agency and JayCap Financial Ltd., no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Service of Chantale DeBlois sworn February 10, 2025, filed:

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

2. THIS COURT ORDERS that the Motion for approval of the Sale Agreement and a Vesting Order is hereby adjourned, to be heard by the Honourable Mr. Justice Martin on Monday, March 17, 2025 at 2:00 p.m.

3. THIS COURT ORDERS that the Confidential Report shall be sealed, kept confidential and shall not form part of the public record, and shall remain in a sealed envelope and/or be stored electronically with this Court on an encrypted basis, limiting access only to the Registrar of this Court and the Presiding Judge, except:

(a) by further Order of this Court;

(b) upon the date on which the Receiver files the Receiver’s Certificate with the Court, certifying that the Transaction has closed to the satisfaction of the Receiver;

whichever shall first occur, whereupon the Confidential Report shall form part of the public record and shall no longer be sealed.

4. THIS COURT ORDERS that paragraph 22 of the Receivership Order is hereby amended to increase the Receiver’s Borrowings Charge from \$500,000.00 to an amount not exceeding \$800,000.00.

5. THIS COURT ORDERS that the First Report, the Confidential Report, the activities of the Receiver described therein, the Interim Statements of Receipts and Disbursements and the Sale Process are hereby approved, and the interim fees and disbursements of the Receiver and its counsel, as set out in the First Report are hereby authorized and approved, without the necessity of a formal passing of accounts.

February 11, 2025

**G.L. Chartier** Digitally signed by G.L.  
Chartier  
Date: 2025.03.03 15:23:09  
-06'00'

---

J.

I, CATHERINE HOWDEN OF THE FIRM PITBLADO LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENT AS TO FORM OF COUNSEL FOR THE APPLICANT, JJ BURNELL OF MLT AIKINS LLP, COUNSEL FOR THE RESPONDENT, THOMAS FROHLINGER OF PKF LAWYERS, COUNSEL FOR HIS MAJESTY THE KING (CANADA REVENUE AGENCY), PENNY PIPER OF THE DEPARTMENT OF JUSTICE (CANADA), AND COUNSEL FOR JAYCAP FINANCIAL LTD., KALEV ANNIKO OF FILLMORE RILEY LLP, AS DIRECTED BY THE HONOURABLE JUSTICE MARTIN

**Appendix B – Executed First Addendum to the Asset Purchase Agreement (Redacted)**

## AMENDING AGREEMENT AND WAIVER

THIS AGREEMENT dated as of the 18<sup>th</sup> day of February, 2025

**BETWEEN:**

**BDO CANADA LIMITED (“BDO”), solely in its capacity as  
Court-appointed receiver of KROMAR PRINTING LTD. ,**

(hereinafter called the “Vendor”)

OF THE FIRST PART

- and -

**NAWOC HOLDINGS LTD.**  
a corporation existing  
under the laws of the Province of Ontario

(hereinafter called the “Purchaser”)

OF THE SECOND PART

**WHEREAS:**

- A. Pursuant to an Order issued by the Court of King’s Bench for Manitoba on November 30, 2023 under Court File Number KB No. CI23-01-43791 (the “**Receivership Order**”), the receiver was authorized to borrow up to \$500,000, on the security of the Property (the “**Original Receiver’s Borrowing Charge**”);
- B. The Parties hereto have entered into a purchase agreement dated July 11, 2024 (the “**Purchase Agreement**”) with respect to the purchase by the Purchaser from the Vendor of the real property municipally known as 725 Portage Avenue, Winnipeg, Manitoba (the “**Property**”).
- C. BDO intends to make application to amend the Receivership Order to increase the Original Receiver’s Borrowing Charge to an amount not exceeding Eight Hundred Thousand (\$800,000.00) Dollars (the “**Increased Receiver’s Borrowing Charge**”);
- D. Subject to, and conditional upon, the Court’s approval of the Increased Receiver’s Borrowing Charge, the Vendor and the Purchaser have agreed to amend the Purchase Agreement as herein expressly provided.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

- 1. All capitalized terms that are not expressly defined herein shall have the meanings ascribed to them in the Purchase Agreement.
- 2. The Vendor agrees to rectify all of the following deficiencies on or before Closing at its sole cost and expense and agrees to provide a clear inspection report, or other reasonable evidence in writing, from Inspection and Technical Services confirming that all of such deficiencies have been rectified:
  - a. 1274 – Passenger Elevator: A log pertaining to all maintenance activities shall be maintained on site at all times by the maintenance contractor;

## b. 1275 – Freight Elevator:


- i. Elevator pits shall be kept clean and free of debris at all times; and
  - ii. Manually operated vertically sliding biparting entrances shall be provided with pull straps on the inside and outside of the door.
3. On about November 1, 2024, the Vendor engaged the services of TK Elevator (Canada) Limited (“TK Elevator”) for the purposes making repairs to the passenger elevator on the Property (the “Elevator Repairs”). Attached hereto as Schedule “B” is a copy of invoice #1000116522 addressed to “Kromar Printing” by TK Elevators and relating to the Elevator Repairs.
4. Upon execution of this Amending Agreement and Waiver, the Purchaser will pay and remit to Vendor’s Solicitors in trust a supplementary deposit of [REDACTED] which will be added to and form part of the First Deposit.
5. The Purchaser hereby authorizes the Vendor to utilize up to the whole of the First Deposit [REDACTED] to fund the completion of the heating system installation described in Customer Quotation No. 402 issued by Clean Energy Electrical Group Ltd. (“Clean Energy”), a copy of which is attached hereto as Schedule “A” (the “Heating System Installation”).
6. The Second Deposit shall be reduced to [REDACTED].
7. Access Property Development Inc. (“APD”) will coordinate and supervise all of the work being undertaken by Clean Energy and shall receive from the Purchaser a project management fee equal to five (5%) percent (plus taxes) of the total cost of the Heating System Installation undertaken by Clean Energy (the “Project Management Costs”) all of which shall be reflected as a credit to the Purchaser on the Statement of Adjustments to be finalized on and as of Closing.
8. Provided the Heating System Installation and the Project Management Cost have been paid for in full by the Vendor from the First Deposit and Closing occurs:
  - (a) the Purchaser shall receive as a credit on the Closing Statement of Adjustments, the full amount of the First Deposit and the Second Deposit; and
  - (b) the Vendor shall receive a credit by way of increase to the Purchase Price of the amount expended by the Vendor for the Heating System Installation and the Project Management Costs, less the sum of [REDACTED].
9. In the event the Purchaser’s Initial Conditions set out in Section 4.1(a)(i) of the Purchase Agreement are not either satisfied or waived by the Purchaser, the Vendor shall forthwith pay and remit to the Purchaser, an amount equal to the total amount of the First Deposit [REDACTED] plus the Project Management Costs payable to APD. If the Vendor has no other funds available to do so, it will borrow such funds as are necessary pursuant to the Increased Receiver’s Borrowing Charge in order to fund any required repayment of the First Deposit and the Project Management Costs. The Vendor represents and warrants that Business Development Bank Canada has approved of the terms of this Amending Agreement and Waiver.
10. The Vendor will not be required to rectify (i) Object No. P23326, (ii) Object No. B-5048 or (iii) Object No. B-5049 – Pressure Vessel: The pressure relief device has reached its maximum service interval and will need to be replaced.

11. The Purchaser hereby waives all of the Purchaser's Initial Conditions set out in Section 4.1(a)(ii) of the Purchase Agreement.
12. Notwithstanding Section 2.3 of the Purchase Agreement, no adjustments to the Purchase Price will be made as between the Vendor and the Purchaser with respect to items referred to in Subsection 2.3(a)(i) which are otherwise discharged or extinguished pursuant to the terms of the Vesting Order. Despite the foregoing, however, the parties hereby agree that all property taxes assessed in respect of the 2025 calendar year will be adjusted between them in accordance with Subsection 2.3(a)(i) of the Purchase Agreement.
13. The definition of "Closing Date" as contained at Section 1.1(k) of the Purchase Agreement is hereby deleted and replaced with the following:  
  
    “(k)      **“Closing Date”** means the later of: (i) the twentieth (20th) day following the date on which the Vesting Order is obtained, and (ii) the twentieth (20th) day following the satisfaction or waiver by the Purchaser of its conditions set out in Section 4.1(a)(i), or such other date as the Vendor and the Purchaser may mutually agree upon in writing;”
14. The Parties agree that the Purchase Agreement is in full force and effect and constitutes a legally valid and binding obligation of the Parties in accordance with its terms, as amended by the express term of this Amending Agreement and Waiver.
15. This Amending Agreement and Waiver shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assign.
16. This Amending Agreement and Waiver may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.
17. This Amending Agreement and waiver may be executed by facsimile or PDF electronic transmission and each such signature shall be legally valid and binding on the parties hereto to the same extent as if it were an original signature.
18. This Amending Agreement will be interpreted and enforced in accordance with the laws of the Province of Manitoba and the laws of Canada applicable in the Province of Manitoba.

[signature page as follows]

**IN WITNESS WHEREOF** the parties hereto have caused this Amending Agreement and Waiver to be executed and delivered as of the day and year first above written.

**BDO CANADA LIMITED, in its capacity as  
Court-appointed receiver of KROMAR  
PRINTING LTD.**

Per:   
Name: Brent Warga, CPA, CA, CIRP, LIT  
Title: Senior Vice-President

*I have authority to bind the corporation*

**NAWOC HOLDINGS LTD.**

Per:   
Name: Michael Foy  
Title: Director

*I have authority to bind the corporation*

**SCHEDULE "A"**  
**See attached**



**Clean Energy Electrical Group LTD.**  
 5-1599 Dugald Road,  
 Winnipeg, Manitoba, R2J 0H3  
 Tel. 204-306-2121  
 info@cleanenergymb.ca  
 www.cleanenergymb.ca

**CUSTOMER QUOTATION NO. 402**

Access Property Development  
 725 Portage Ave  
 Winnipeg Manitoba R3G 0M8

**Quote No:** 402  
**Site:** 725 Portage Ave  
**Site Contact:**  
**Site Phone:**  
**Salesperson:** Corey Sumeraj

**Description**

**725 Portage Ave: Temporary Heating**

**Main Floor:**

- Supply and installation of Electric duct heater (20-30kw) to serve existing ductwork being supplied by existing cooling only unit located in mechanical room. This will provide heat to offices and front of house
- Supply and installation of electric duct heaters to serve cooling only fan coils located in back of house/shop space

**2nd Floor and Mezzanine:**

- Supply and Installation of Electric duct heater ( 20-30kw) to serve existing ductwork supplied by thru wall cooling only fan coil.

**3rd, 4th, and 5th Floors:**

- Supply and installation Carrier 140,000 btu gas fired furnaces( 3 per floor 9 total). Furnaces to be integrated against existing duct work serving floors.
- Supply and installation of gas piping
- Supply and installation of flu venting
- Supply and installation of condensate drains

**Basement Water Meter Room:**

- Supply and installation of 5KW electric force flow heater

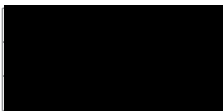
**Plumbing:**

- Map and inspect water and hydronic piping systems
- Drain down domestic water lines serving building. Provide hose bid in basement beside hot water tank
- Isolate boilers from domestic water feed

\*\* Note: The fire suppression stand pipe serving each floor is a dry system(not holding water) and requires main valve to be opened to supply water. This would take away the need to keep pipe from freezing\*\*

**Service**

**Sub-Total ex Tax**  
**Tax**  
**Total inc Tax**



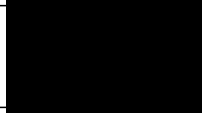


**Clean Energy Electrical  
Group LTD.**  
5-1599 Dugald Road,  
Winnipeg, Manitoba, R2J 0H3  
Tel. 204-306-2121  
info@cleanenergymb.ca  
www.cleanenergymb.ca

## CUSTOMER QUOTATION NO. 402

Thank you.

**Sub-Total ex Tax**  
**Tax**  
**Total inc Tax**



### How To Pay



**Mail**

*Detach this section and mail check to:*

**Clean Energy Electrical Group LTD.**  
5-1599 Dugald Road, Winnipeg, Manitoba, R2J 0H3



**Direct Deposit**

Bank  
Acc. Name  
Routing  
Number  
Acc. No.

QUOTATION NO. 402



**Credit Card (MasterCard or Visa)**

Customer Reference:	3	Customer Name:	Access Property Development
---------------------	---	----------------	-----------------------------



**Clean Energy Electrical  
Group LTD.**  
5-1599 Dugald Road,  
Winnipeg, Manitoba, R2J 0H3  
Tel. 204-306-2121  
info@cleanenergymb.ca  
www.cleanenergymb.ca

## **CUSTOMER QUOTATION NO. 402**

*Call 204-306-2121 to pay over the phone.*

**SCHEDULE "B"**  
**See attached**



TK Elevator (Canada) Limited  
 2075 Kennedy Road, Suite 600  
 Scarborough, ON, M1T 3V3  
 Phone : (416) 291-2000 Fax : (416) 291-3631  
 Toll Free: 1-800-233-5757

**INVOICE # 1000116522**

INVOICE DATE : NOVEMBER 21, 2024  
 CUSTOMER # : N-014207-001-001  
 CUSTOMER PO # :  
 CONTRACT # :  
 TERMS : 30 Days Net  
 TKE REF # : 271473

**BILL TO:**  
 KROMAR PRINTING  
 725 PORTAGE AVE,  
 WINNIPEG, MB, R3G 0M8 CANADA

AMOUNT DUE: **\$4,827.01**

**PROJECT :** A953896 - 725 PORTAGE AVE  
 725 PORTAGE AVE  
 WINNIPEG, MB, R3G 0M8 CANADA

BUILDING NAME/ADDRESS (SHIP TO)	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
725 PORTAGE AVE WINNIPEG, MB, R3G 0M8 CANADA	A953896	FINAL,	1	\$4597.15	\$4,597.15
<b>SUBTOTAL</b>					<b>\$4,597.15</b>

CA GST \$229.86  
 CA PST \$0.00

**TOTAL \$4,827.01**

FOR INVOICE INQUIRES CONTACT VANIA.MONIZ@THYSSENKRUPP.COM (204) 697-0700 ext. 1700

GST/TPS/HST REGISTRATION # 103923538RT0001. TVQ # 1016345900TQ0001 RBQ# 3182-1879-85 BC PST# 10013812  
 SK PST #5290671 MB PST # 103923538MT0002

Please detach and return stub with your payment



How to pay your bill

\*By Electronic Fund transfer or Pre-Authorized Payment, Please email payment advice to ar.remittances@tkelevator.com.  
 \*\*By Online/Telephone Banking, using customer # as your account #, Please email payment detail to ar.remittances@tkelevator.com

\*\*\*By cheque, payable to TK Elevator (Canada) Limited, along with this stub

REMIT PAYMENT TO :

TK Elevator (Canada) Limited  
 c/o TH1320 C/U  
 PO Box 4290  
 Postal Station A  
 Toronto ON M5W 0E1

INVOICE DATE : NOVEMBER 21, 2024  
 CUSTOMER # : N-014207-001-001  
 CUSTOMER PO # :  
 CONTRACT # :

TKE REF # : 271473  
 INVOICE # : 1000116522  
 AMOUNT DUE : \$4,827.01

PAYMENT

APPLICATION AND CERTIFICATE FOR PAYMENT FOLLOWS FORM

N-014207  
 KROMAR PRINTING  
 725 PORTAGE AVE  
 WINNIPEG, MB R3G 0M8

PROJECT: A953896 - 725 PORTAGE AVE  
 LOCATION: 725 PORTAGE AVE  
 WINNIPEG, MB  
 THE PROJECT NUMBER: 271473

APPLICATION NO: 2  
 APPLICATION DATE: 21-NOV-2024

Distributed To:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

CUSTOMER PURCHASE ORDER:  
 CONTRACTOR JOB NUMBER:  
 SUBCONTRACTOR NUMBER:

PERIOD FROM: 01-NOV-2024  
 PERIOD TO: 30-NOV-2024  
 CONTRACT FOR: ELEVATOR WORK  
 CONTRACT DATE:

Description: A953896 - WORK ON DOWN ELEVATOR

SUBCONTRACTORS APPLICATION FOR PAYMENT

CERTIFICATION, AFFIDAVIT AND WAIVER OF LIEN

Application is made for Payment, as shown below, in connection with the Contract:  
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 9,194.31

2. NET CHANGE BY CHANGE ORDERS \$ 0.00

3. SALES TAX (if applicable) [5.00%] \$ 459.72  
 ((line 1 + line 2) \* tax rate)

4. SUBCONTRACT SUM TO DATE (line 1 +/- line 2 and line 3) \$ 9,654.03

5. TOTAL COMPLETED & STORED TO DATE \$ 9,194.31

6. SALES TAX TO DATE (if applicable) \$ 459.72

7. RETAINAGE:  
 TOTAL RETAINAGE (Total in Column J) \$ 0.00

8. TOTAL EARNED LESS RETAINAGE \$ 9,654.03  
 (line 5 plus line 6 less line 7)

9. LESS: CERTIFICATES FOR PAYMENT \$ 4,827.02  
 (line 8 from prior Certificates)

10. CURRENT PAYMENT DUE \$ 4,827.01

11. BALANCE TO FINISH, PLUS RETAINAGE \$ 0.00  
 (line 4 less line 8 excluding tax if applicable)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved by Owner	0.00	0.00
NET CHANGES by Change Order	0.00	0.00

The undersigned SubContractor certifies that to the best of the SubContractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the SubContractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SubContractor: TK Elevator (Canada) Limited

BY: NICOLE BROOKS DATE: 21-NOV-2024

Province of: MB City of: WINNIPEG

Subscribed and sworn to before me this date: 21-NOV-2024  
 Notary Public:  
 My Commission Expires on:  
**PAYMENT CERTIFIERS CERTIFICATE FOR PAYMENT** (if applicable)

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the SubContractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED**  
 (Attach explanation if amount certified differs from the amount applied for) \$ \_\_\_\_\_

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the SubContractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner, Contractor or SubContractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, CONTAINING  
SUBCONTRACTORS SIGNED CERTIFICATION IS ATTACHED.

PROJECT NAME : A953896 - 725 PORTAGE AVE  
THE PROJECT NUMBER : 271473

APPLICATION NO : 2  
APPLICATION DATE : 21-NOV-2024  
PERIOD FROM : 01-NOV-2024  
PERIOD TO : 30-NOV-2024

UNIT NUMBER : A953896  
ELEVATOR DESIGNATION : WORK ON DOWN ELEVATO

A	B	C	D	E	F	G	H	I	J
NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	ACTUAL STORED MATERIAL TO DATE	TOTAL COMPLETED AND STORED TO DATE	PERCENTAGE COMPLETED	BALANCE TO FINISH	RETAINAGE (if applicable) 0.00%
1.	DEPOSIT	M 2,298.58 L 2,298.58	2,298.58 2,298.58	2,298.58		2,298.58 2,298.58	100.00 100.00	0.00 0.00	
2.	FINAL	M 2,298.58 L 2,298.58		2,298.58 2,298.58		2,298.58 2,298.58	100.00 100.00	0.00 0.00	
3.	SUBTOTAL	9,194.31	4,597.16	4,597.16	0.00	9,194.31	100.00	0.00	0.00
TOTAL FOR UNIT A953896		9,194.31	4,597.16	4,597.16	0.00	9,194.31	100.00	0.00	0.00
TOTAL FOR ALL UNITS		9,194.31	4,597.16	4,597.16	0.00	9,194.31	100.00	0.00	0.00