

Clerk's Stamp

ESTATE FILE NUMBER 2601-14248

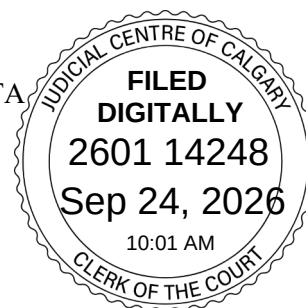
COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ROYAL BANK OF CANADA

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

DOCUMENT **THIRD REPORT OF THE RECEIVER
BDO CANADA LIMITED
SEPTEMBER 23, 2026**



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**THIRD REPORT OF THE RECEIVER
BDO CANADA LIMITED
SEPTEMBER 23, 2026**

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INTRODUCTION

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

- (a) Declaring under rule 10.52(3)(a)(i) of the Alberta Rules of Court that Management are both in civil contempt of Court by intentionally failing, without reasonable excuse, to comply with the order of the Honourable Justice M.A. Marion pronounced September 3, 2026. . .
 - (b) Declaring that the Debtors have substantially failed to comply with the Compelling Order through the acts and omissions of Management;
 - (c) Requiring each member of Management to purge the contempt by fully completing every outstanding obligation identified in Schedule “A” to the proposed order no later than 4:00 p.m. on September 23, 2026;
 - (d) Requiring all computers, mobile devices, storage media and other equipment used in the Debtors’ business, together with all passwords, credentials,...and administrator information, to be physically delivered to BDO Canada Limited in its capacity as Court-appointed Receiver and manager. . .
 - (e) Requiring each member of Management, by the Purge Deadline, to swear and serve a separate affidavit that responds paragraph by paragraph to Schedule “A” to the proposed Order, identifies all materials and information delivered, identified any responsive item not delivered and the steps taken to obtain it, explains any alleged inability to comply with supporting documents, and confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired;
 - (f) Requiring Management to attend personally before the court on a date and time as directed by the court for a review of compliance and sanctions (the “**Review Hearing**”) unless the Receiver confirms in writing that the contempt has been completely purged and the Court dispenses with attendance; and
 - (g) Requiring Management, jointly and severally, to pay the Receiver’s costs of all steps reasonably taken after September 3, 2026 to secure compliance with the Compelling Order and the costs of the within application on a solicitor-and-client basis, payable forthwith in an amount to be agreed or assessed.
7. On September 18, 2026, the Court granted an order (the “**Order Declaring Non-Compliance**”), a copy of which is attached as **Appendix “A”** approving the substantial portion of the relief sought by the Receiver outlined above, with the notable exception of a finding of contempt and the ordering of a fine, the contents and status of Management’s compliance is as discussed below.

8. This third report of the Receiver (the “**Third Report**”) has been prepared to: (a) provide the Court with the Receiver’s preliminary assessment of Management’s compliance with the Order Declaring Non-Compliance, based on materials received and reviewed as of 5:00 p.m. on September 23, 2026; (b) identify the obligations that have been complied with, partially complied with, remain outstanding or remain subject to verification; (c) report on the Receiver’s and its counsel’s incremental enforcement costs under paragraph 15 of the Order Declaring Non-Compliance; and (d) provide the Receiver’s recommendations for the Return Application.
9. Capitalized terms not otherwise defined herein are as defined in the Receivership Order, the First Report, the Second Report or the Affidavit of Marlene Starenky of Royal Bank of Canada (the “**Starenky Affidavit**”) sworn on August 10, 2026 and filed in this matter.

TERMS OF REFERENCE

10. In preparing this Third Report, the Receiver has relied on the Receivership Order, the Compelling Order, the First Report, the Receiver’s own records and observations, information received from Royal Bank of Canada, documents and information produced by Management, and communications with Management and third parties. Except where this Third Report describes the Receiver’s own acts or observations, the Receiver has not audited or independently verified the information received and expresses no audit opinion or other assurance in respect of it.
11. Where this Third Report states that an item has not been provided or remains outstanding, that statement reflects the Receiver’s search and preliminary review of materials received as of 5:00 p.m. on September 23, 2026. Certain materials, including the Desktops, hard-copy records and Management’s affidavits, were received on September 23, 2026. The Receiver has had limited time to review those materials and reserves its rights to advise the Court at a later date of any material change resulting from its continuing review.
12. A copy of this Third Report will be made available to creditors and other interested parties in electronic format on the Receiver’s website: www.bdo.ca/JaysMetal.
13. All references to currency are in Canadian dollars unless otherwise noted.

STATUS OF COMPLIANCE WITH THE ORDER DECLARING NON-COMPLIANCE

14. On September 20, 2026, the Receiver provided a copy of the Order Declaring Non-Compliance and the Compelling Order to Management reiterating that while compliance with the orders remains their obligation, that representatives of the Receiver remained available to assist them in complying with the terms of these and previous orders of the Court. A copy of this September 20 Receiver Correspondence is attached as **Appendix “B”**.
15. On September 23, 2026, a representative of Consolidated Civil Enforcement Inc. personally served Mr. Bajwa and Mr. Singh with the Receiver’s Application, dated September 18, 2026, the Second Report, the Compelling Order and the Order Declaring Non-Compliance. Copies of the sworn, unfiled Affidavits of Service of Amber Derochie, sworn September 23, 2026, with Exhibits 2 and 3 redacted for the sake of brevity, are attached as **Appendices “C” and “D”**.
16. The Order Declaring Non-Compliance imposed certain obligations on Management, certain of which are outlined below, together with the Receiver’s comments on Management’s compliance with such obligations.
17. Paragraph 4 of the Order Declaring Non-Compliance states that without limiting paragraph 4, all computers, mobile devices, storage media and other equipment used in the Debtor’s business, together with all passwords, credentials, multi-factor authentication access, encryption keys and administrator information shall be physically delivered to BDO Canada Limited.
 - (a) The Receiver confirms that two desktop computers (the “**Desktops**”) were delivered to the Receiver’s office on September 23, 2026. Mr. Singh met with representatives of the Receiver and provided usernames and passwords that permitted access to the Desktops. This constitutes partial compliance with the physical-delivery component of paragraph 4 of the Order Declaring Non-Compliance.

During the Receiver’s initial review, one Desktop appeared to contain no documents and the other contained only a small number of project documents from 2024 or 2025. The Receiver did not locate accounting or inventory records or references to third-party accounting software during that initial review. When asked about the contents, Mr. Singh advised in substance that he was delivering what he had been given to deliver. The Receiver has not yet completed a forensic review and does not presently make a finding that data was deleted. However, the limited contents make the express confirmation required by paragraph 5(e) of the Order Declaring Non-Compliance particularly important.

- i. With respect to the Receiver's expectation of the quantum of computers/software of the Company, the Receiver notes that the Jay's Metal Products June 30, 2026 Balance Sheet, attached as **Appendix "E"**, outlines Computer Hardware and Software with a cost of approximately \$20,693 with accumulated depreciation of approximately \$12,074 leading the Receiver to expect more than two desktops.
18. Paragraph 5 of the Order Declaring Non-Compliance states that by the Deadline, each member of Management shall separately swear and serve an affidavit that: (a) responds paragraph by paragraph to Schedule "A"; (b) identifies all materials, devices, credentials and information delivered; (c) identifies every responsive item not delivered, its last known location and custodian, and all steps taken to obtain it; (d) explains any alleged inability to comply an exhibits supporting documents; and € confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld of impaired.
 - (a) Mr. Bajwa and Mr. Singh have filed affidavits, attached as **Appendices "F" and "G"** respectively, which were received by the Receiver slightly after the Deadline due to an apparent technical issue. The Receiver acknowledges that the affidavits describe certain compliance efforts and personal circumstances. However, in the Receiver's preliminary view, neither affidavit satisfies paragraph 5 of the Order Declaring Non-Compliance for the reasons below:
 - i. Neither Affidavit: (a) responds paragraph by paragraph to each obligation in Schedule "A"; (b) identifies every responsive item not delivered, its last known location and custodian, and all steps taken to obtain it; or (c) exhibits supporting documents for each asserted inability to comply; and
 - ii. The Affidavits also do not confirm that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired. This omission is material given the limited data and information located on the Desktops upon the Receiver's initial review.
19. Paragraph 6 of the Order Declaring Non-Compliance states that Management shall attend personally before the Court on September 24, 2026 at 8:30 a.m. (the **"Return Application"**) to show cause why they should not be held in contempt of the Compelling Order and this Order, unless the Receiver files written confirmation that the obligations in Schedule "A" have been complied with and the Court dispenses attendance.

20. Paragraph 3 of the Order Declaring Non-Compliance states that each member of Management shall complete every obligation in Schedule “A” by no later than 4 p.m. on September 23, 2026 (the “**Deadline**”). Partial compliance does not relieve any person from completing the remaining obligations. The Receiver has provided below a summary of its review of the provisions of information as provided by Management in response to each obligation in Schedule A.

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

Receiver comments

21. Counsel for Management advised that Management had previously provided the name and telephone number of an individual in India who administered a website/app said to be the Companies’ core information system and to contain information sought by the Receiver.
- (a) The Receiver’s understanding of the earlier communication was that this person was an overseas consultant for the Companies’ website and email. In the same communication, Mr. Bajwa identified himself as the contact for bookkeeping information and as the person with possession of or access to physical books and records. Management did not then identify the website/app as the core accounting or operational system.
- (b) The Receiver also noted that in its September 14th correspondence, the Receiver reiterated its request for the name and contact information for any other person in possession or control of any of the financial records and Management did not clarify that it should be speaking with this IT Consultant.

A copy of the aforementioned exchange of correspondence (the “**IT Consultant Correspondence**”) is attached as **Appendix “H”**.

22. The Receiver can advise that following receipt of the above correspondence, it attempted to contact said IT consultant by phone as this is the only contact information provided and at first instance was hung up on when asking for “Ajay”. Upon calling again and attempting to identify themselves as a representative of the Receiver, the individual answering the phone indicated that it was a wrong number.

23. The Receiver notes that in specifically describing certain material records, it also highlighted the obligation to ultimately provide all books and records in order to facilitate the administration of the Receivership, including the request and provision of trust audits by Canada Revenue Agency (“CRA”) who may request copies of purchase and sale invoices to conduct Goods and Services Tax trust audit.
24. The Receiver’s review is continuing. Based on the information presently available, additional books and records appear to remain outstanding, including complete accounting data, historical tax returns and supporting working papers, inventory records, and sales and purchase source documents. The Receiver reserves its final assessment pending review of the hard-copy records and any information obtained from the IT consultant.

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

Receiver comments

25. Management has provided a listing of customers with contact details for each of Jay’s Products, Jay’s Structural and Jay’s Framing. At this time, the Receiver considers this obligation complied with.

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

Receiver comments

26. Management attended the Company’s premises and met with a representative of the Receiver to perform an initial walkthrough, for which information requests are outstanding and are being followed-up by the Receiver. At this time, the Receiver considers this obligation partially complied, with full compliance to be determined upon follow-up by the Receiver.

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

Receiver comments

27. Management provided accounts-receivable subledgers as of August 20, 2026 showing nil balances and no customer-level detail for Jay's Structural and Jay's Framing.
28. The Receiver has responded noting that the accounts receivable balance as at the June 30, 2026 Balance Sheet date was \$3,990,242 for Jay's Structural and \$55,781 for Jay's Framing and that it would require an explanation of the amounts reflected on those statements and advise whether the amounts were collected and if so, where the funds were deposited, or if they were not collected, an update of the current status.
29. Management responded through counsel that the amount of \$55,781 for Jay's Framing was collected and with a general characterization with regards to the amount of approximately \$3,990,242 which Management advises was now nil due to substantially three reasons:
 - (a) Amounts for work that was not completed, therefore receivable booked prematurely;
 - (b) Amounts for invoiced deemed uncollectible and written off; and
 - (c) Amounts were subsequently collected.
30. The Receiver responded requesting an accounts receivable subledger as of June 30, 2026 by customer with notations and supporting AR details to allow for a review of the disposition of such amounts.
31. Management responded through counsel advising that the payment information would be available in the hard copy records delivered to the Receiver's office and that the Receiver ought to refer to the website for further details.
32. A copy of this email exchange is attached as **Appendix "I"**.

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

Receiver comments

33. The Receiver has not been provided a complete inventory or asset list identifying all inventory, finished goods, raw materials, equipment, vehicles, bank accounts, investments and other property of each Debtor, together with location and custodian information.
34. Management advised that it is locked out of ATB and RBC online banking and is willing to authorize the Receiver to obtain statements. As of the Deadline, Management had not provided a complete schedule of every bank account, investment and other property, nor signed authorizations sufficient for the Receiver to obtain all required banking records. An offer to authorize access does not itself satisfy paragraphs 10 and 13.
- (a) For example, the Receiver notes the Jay's Products June 30, 2026 Balance Sheet, attached and referenced above as Appendix "E", identifies a cash balance of approximately \$73,684 at a Scotia account whereas this account has not been mentioned by Management.

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

Receiver comments

35. The Receiver has not been provided the complete disposition list and supporting documents required by paragraph 12, including the property disposed of, date, purchaser or transferee, consideration, payment details and present location for each disposition exceeding \$5,000.

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

Receiver comments

36. Management advised that it is locked out of ATB and RBC online banking and offered to authorize the Receiver to obtain statements. As of the Deadline, the Receiver had not received signed authorizations, a complete list of all accounts used by the Debtors, or the supporting transaction

documents required by paragraph 13, including records identifying the source of deposits and recipients of funds.

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

Receiver comments

37. Management has provided certain information, including notice of corporate tax assessments and notice of assessment for Goods and Services Taxes, however the Receiver does not have copies of historical returns, nor information to update and complete any outstanding returns, or books and records to facilitate any resulting GST refunds.
38. Management has also provided copies of Record of Employments (“**ROE**’s”) issued to employees, however the Receiver notes that these ROE’s do not contain the Social Insurance Number of the individual employees which will be required for the Receiver to administer potential claims under the *Wage Earner Protection Program Act*. Complete payroll records, individual termination dates, termination notices and any outstanding termination or severance amounts remain subject to verification.
39. Management has also not provided information in relation to payroll/employees that will be required for CRA trust audits as mentioned above, including biweekly payroll reports and employee T4’s for 2025 and 2026.

ALLEGATIONS

40. Since its appointment, the Receiver has received information from multiple sources alleging that certain assets, inventory and business opportunities of the Debtors may have been removed from the Debtors' premises and transferred to an alternate location. The Receiver has also received information alleging that one or more individuals associated with Management may be using equipment, inventory, customer relationships and business opportunities that previously belonged to, or were associated with, the Debtors in connection with the operation of a new business venture. At this time, the Receiver has not completed its investigation of these allegations and is not in a position to determine their accuracy. The Receiver has therefore made no finding as to whether any such allegations are true
41. The Receiver notes, however, that the allegations underscore the importance of the information and records that remain outstanding notwithstanding the Receivership Order, the Compelling Order and

the Order Declaring Non-Compliance. In particular, the Receiver requires complete asset listings, asset disposition records, bank account information, accounts receivable information, customer records, inventory records, electronic records, and supporting books and records in order to determine the location and disposition of the Debtors' assets, trace any transfers of property, reconcile customer and receivable information, assess whether property of the Debtors has been diverted, and determine the veracity of the allegations reported to the Receiver.

42. In the absence of complete compliance with the Court's prior Orders, the Receiver's ability to investigate these allegations, preserve assets, identify potential claims, and maximize realizations for stakeholders continues to be materially impaired. The Receiver therefore submits that these allegations provide an additional reason why full compliance with the outstanding production obligations remains both necessary and urgent.
43. The Receiver does not rely on these unverified allegations as independent proof of contempt at the Return Application. The allegations are included to explain the potential significance of the outstanding information and the need for the Receiver to complete its investigation.

RECEIVER'S COSTS

44. Since September 3, 2026, the Receiver and its counsel have incurred professional fees and disbursements relating to efforts to secure compliance with the Compelling Order, including costs related to the September 18 Application and the Return Application. The Receiver is presently compiling those amounts and requests that the Court confirm final entitlement to solicitor-and-client costs, jointly and severally against Management, with the quantum to be agreed or assessed.

RECOMMENDATIONS

45. The Receiver is respectfully seeking and recommending this Honourable Court:
 - (a) determine separately whether Mr. Bajwa and Mr. Singh have shown cause why they should not be declared in civil contempt of the Compelling Order and the Order Declaring Non-Compliance;
 - (b) declare that the affidavits do not comply with paragraph 5 of the Order Declaring Non-Compliance;
 - (c) identify the Schedule "A" obligations that remain outstanding or unverified;
 - (d) impose a short further deadline, sworn reporting requirements and such coercive sanctions as the Court considers proportionate;

- (e) require immediate execution of bank authorizations and preservation and production of electronic records;
- (f) grant the Receiver its final costs under paragraph 15 of the Order Declaring Non-Compliance in an amount to be agreed between the parties, failing which they shall be assessed;
- (g) approve the Receiver's activities described in this Third Report; and
- (h) such further or other relief as this Honourable Court may deem fit.

All of which is respectfully submitted this 23rd day of September 2026.

BDO Canada Limited

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

Per: 

Kevin Meyler
Senior Vice President

APPENDIX “A”

Clerk's Stamp:

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

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

ORDER DECLARING COMPLIANCE

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

SERVICE, ATTENDANCE AND NON-COMPLIANCE

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

EXAMINATION OF MANAGEMENT UNDER OATH

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

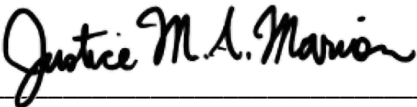
identified with sufficient particulars to permit the Receiver to assess the claim, without disclosure of the privileged information itself.

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

COSTS, APPROVAL OF ACTIVITIES AND LIBERTY TO APPLY

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

18. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



J.C.K.B.A.

SCHEDULE "A"
OUTSTANDING NON-COMPLIANCE WITH
COMPELLING ORDER

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

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

APPENDIX “B”

Meyler, Kevin

From: Meyler, Kevin
Sent: September 20, 2026 10:41 PM
To: 'Jay Bajwa'; Raj Sunner
Cc: Klassen, Zach; Descheneau, Lorry; Beauchamp, Jerri; Trevor Batty; 'Lukas Frey'
Subject: Jays Metal et. al, In Receivership
Attachments: Jay's - Order Declaring Non-Compliance, granted September 18, 2026.pdf; Jay's - Order compelling compliance, September 3 2026.pdf

Importance: High

Jay and Raj,

Please find enclosed a copy of the Order granted by the Court at the application held on Friday, September 18th which we anticipate your legal counsel has debriefed with you. Should you have any questions with respect to such order, please let us know.

While compliance remains your obligation, representatives of the Receiver remain available to assist you in complying with the terms of this and previous Orders of the Court, including a copy of the Compelling Order granted September 3rd as agreed to by your previous legal counsel and for which a duplicate copy is also provided herein.

We look forward to hearing from you at your earliest convenience as we would again strongly encourage your immediate attention to this matter.

BDO Canada Limited

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

Per:

Kevin Meyler
Senior Vice President - National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

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

APPENDIX “C”

Clerk's Stamp


Commissioner for Oaths in and for the Province of Alberta
LORI JEAN TOOLGOET
A Commissioner for Oaths in and
for the Province of Alberta
My Commission Expires February 21, 2012



400-444 7 AVE SW
Calgary, AB T2P 0X8
fieldlaw.com

CALGARY / CANMORE / EDMONTON / YELLOWKNIFE

Trevor Batty

Partner

T 403-260-8537

F 403-264-7084

tbatty@fieldlaw.com

Assistant: Abiola Lamina

T 403-260-8517

alamina@fieldlaw.com

Our File: 68029-6

September 18, 2026

VIA PROCESS SERVER

96 Skyview Shores Manor NE
Calgary AB
T3N 0E8

Attention: Jagjit S. Bajwa

Re: Receivership of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. (collectively, the "Debtors") – Alberta Court of King's Bench Action No. 2601-14248 ("Receivership Proceedings")

Please find enclosed for service the following documents for use at the Application scheduled for 8:30 a.m. on September 24, 2026, before Hon. Justice Marion:

1. Application returnable September 18, 2026, filed, with form of Order attached;
2. Receiver's Second Report, dated September 17, 2026, filed;
3. Order compelling compliance with Receivership order, dated September 3, 2026, filed; and
4. Order declaring non-compliance, dated September 18, 2026, unfiled.

Please note that pursuant to paragraph 6 of the attached Order declaring non-compliance you must attend the above-noted Application on September 24, 2026 in person.

Regards,

FIELD LLP

Trevor Batty
Partner

TAB/al
Encl.

LORI JEAN TOULGOET
A Commissioner for Oaths in and
for the Province of Alberta
My Commission Expires February 21, 2029

This is Exhibit " <u>1</u> " referred to in the affidavit
of <u>Amber Derachie</u>
Sworn before me this <u>23</u> day
of <u>September</u> , 20 <u>26</u>
<u>Lori Jean Toulgoet</u>
A Commissioner for Oaths for the Province of Alberta

4935-8155-2849.v3



CERTIFIED

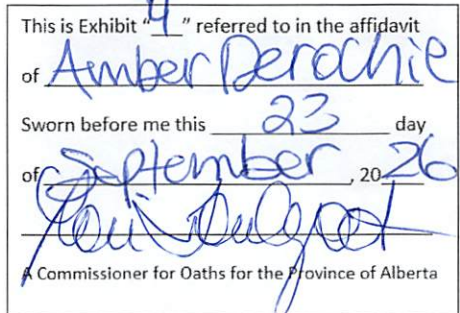
by the Court Clerk as a true copy
of the document digitally filed on
Sep 18, 2026

COURT FILE NUMBER 2601-14248
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S
METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT
BAJWA, and RAJINDER SINGH
DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Field LLP
400, 444 – 7 Avenue SW
Calgary AB T2P 0X8
Lawyer: Trevor Batty
Phone Number: (403) 260-8537
Fax Number: (403) 264-7084
Email Address: tbatty@fieldlaw.com
File No. 68029-6

Clerk's Stamp:



DATE ON WHICH ORDER WAS PRONOUNCED:

Thursday, September 3, 2026

LOCATION WHERE ORDER WAS PRONOUNCED:

Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Justice M. A. Marion

JEAN TOULGOET
A Commissioner for Oaths in and
for the Province of Alberta
My Commission Expires February 21, 2027

ORDER COMPELLING COMPLIANCE WITH RECEIVERSHIP ORDER

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

SERVICE AND DEFINITIONS

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given;
2. In this Order, “**Management**” means Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner), together with any other current or former director, officer, employee, agent or representative of a Debtor who has possession or control of, or knowledge concerning, the Debtors’ property, books, records or affairs and receives notice of this Order.

APPROVAL OF RECEIVER’S ACTIVITIES

3. The Receiver’s actions, activities and conduct as set out in the Receiver’s First Report are hereby approved.

COMPLIANCE WITH RECEIVERSHIP ORDER

4. The Debtors and Management have not fully complied with paragraphs 4, 5 and 6 of the Receivership Order.
5. The Debtors and Management shall comply immediately and fully with paragraphs 4, 5 and 6 of the Receivership Order and with all reasonable requests and directions of the Receiver made pursuant to the Receivership Order.
6. The Debtors and Management shall deliver to the Receiver, in complete, usable and unaltered form, all electronic and hard-copy books and records of the Debtors in their possession or control, including accounting records, banking records, contracts, purchase orders, work orders, invoices, delivery records, payroll records, tax records, emails, electronic files, correspondence, corporate records and records stored on personal or business devices or accounts. The Debtors and Management shall use best efforts to provide as many of these books and records as possible to the Receiver on September 4, 2026, and will then provide the balance of the books and records by no later than 4 :00 p.m. on September 9, 2026.

7. By no later than 4:00 p.m. on September 4, 2026, the Debtors and Management shall provide to the Receiver a complete written list of: (a) all customers and creditors, with names, telephone numbers, email addresses and other available contact information; (b) all current and former employees, with contact information, start dates, termination information, payroll amounts outstanding and a payroll subledger; (c) every person or entity that has possession of or access to the Debtors' books and records, including contact information for such individual (phone number, email address and physical address); and (d) every person or entity that administered the Debtors' accounting systems, email, servers, cloud storage, websites or other electronic records.
8. Management shall meet with the Receiver at 10:00 a.m. MDT, on September 4, 2026, at 1324 36 Ave NE, Calgary, Alberta, to provide the Receiver with all records and reasonable assistance required to identify: (a) customer orders that have been completed, partially completed or not started and the status of such order; (b) goods that are capable of delivery; (c) valid and collectible accounts receivable; (d) work in progress and finished goods; and (e) amounts received, credited, disputed, unbilled or written off.
9. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall provide a complete inventory and asset list stating the description, location and custodian of all inventory, finished goods, raw materials, equipment, vehicles, bank accounts, investments and other property of each Debtor, together with available keys, access codes, lease records and contact information for every person in possession of such property.
10. The disclosure required by paragraph 6 shall include, without limitation, all property and records located at or relating to 6039, 46 Street SE, Calgary, Alberta and 6771, 84 Street SE, Calgary, Alberta, and every other warehouse, storage facility, worksite or premises used by a Debtor.
11. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall provide copies of bank statements for all bank accounts used by the Debtors, including third party supporting documentation indicating the source of deposits, or recipients of funds, for a minimum period of January 1, 2025 to date.

12. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall provide a list of every disposition of property exceeding \$5,000 by any Debtor during the 12 months preceding August 20, 2026, identifying the property, date, purchaser or transferee, consideration, payment details and present location, together with all supporting documents.
13. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall deliver all computers, mobile devices, storage media and other equipment owned by or used for the business of a Debtor, with all passwords, credentials, multifactor-authentication access, encryption keys and administrator information necessary to access and preserve the data, and without deletion or alteration of any data.
14. Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) shall attend for meetings with the Receiver at the times and places reasonably specified by the Receiver, to answer all proper questions concerning the Debtors' business, property and affairs, identify and explain the records delivered, and provide reasonable assistance to the Receiver in preserving, completing, delivering and monetizing customer orders and collecting receivables.
15. No Debtor, Management personnel or person with notice of this Order shall delete, alter, destroy, transfer, conceal, encrypt, withhold or impair any property, book, record, data, device, password or credential of a Debtor.

RECEIVER'S ACCESS AND PRESERVATION POWERS

16. The Receiver is authorized to take all steps reasonably necessary to obtain, preserve, image, copy and secure the Debtors' electronic and hard-copy books, records and devices from the Debtors, Management and third-party custodians, and this authority is in addition to and does not limit the powers granted under the Receivership Order.
17. Any person served with this Order who possesses or controls books, records, data, credentials, devices or property of a Debtor shall preserve them intact and shall promptly advise the Receiver of their existence and location.

COSTS, ENFORCEMENT AND LIBERTY TO APPLY

18. The Receiver shall have its costs of this Application on a solicitor-and-client basis, payable by Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) jointly and severally, payable forthwith in an amount to be agreed, and if not agreed, in an amount assessable by the Assessment Officer.
19. The Receiver has liberty to apply on short notice for further advice and directions and for any further enforcement or contempt relief arising from non-compliance with the Receivership Order or this Order.
20. Service of this Order may be effected by serving the Service List established in these proceedings by email, personal service, courier, or any other means set out in the Service List, and service by any such means is deemed good and sufficient.
21. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



J.C.K.B.A.

COURT FILE NUMBER 2601-14248
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

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

DOCUMENT ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Field LLP
400, 444 – 7 Avenue SW
Calgary AB T2P 0X8
Lawyer: Trevor Batty
Phone Number: (403) 260-8537
Fax Number: (403) 264-7084
Email Address: tbatty@fieldlaw.com
File No. 68029-6

Clerk's Stamp:

This is Exhibit "5" referred to in the affidavit
of Amber Derochie
Sworn before me this 23 day
of September, 2026
[Signature]
A Commissioner for Oaths for the Province of Alberta

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

ORDER DECLARING COMPLIANCE

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

LORI JEAN TOULGOET
A Commissioner for Oaths in and
for the Province of Alberta
My Commission Expires February 21, 2029

SERVICE, ATTENDANCE AND NON-COMPLIANCE

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

EXAMINATION OF MANAGEMENT UNDER OATH

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

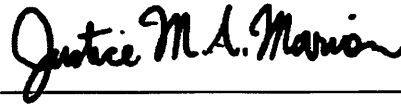
identified with sufficient particulars to permit the Receiver to assess the claim, without disclosure of the privileged information itself.

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

COSTS, APPROVAL OF ACTIVITIES AND LIBERTY TO APPLY

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

18. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in black ink, reading "Justice M.A. Marion". The signature is written in a cursive, flowing style. Below the signature is a solid horizontal line.

J.C.K.B.A.

SCHEDULE "A"
OUTSTANDING NON-COMPLIANCE WITH
COMPELLING ORDER

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

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

APPENDIX “D”



400-444 7 AVE SW
Calgary, AB T2P 0X8
fieldlaw.com

CALGARY / CANMORE / EDMONTON / YELLOWKNIFE

Trevor Batty

Partner

T 403-260-8537

F 403-264-7084

tbatty@fieldlaw.com

Assistant: Abiola Lamina

T 403-260-8517

alamina@fieldlaw.com

Our File: 68029-6

September 18, 2026

VIA PROCESS SERVER

208 Red Sky Terr. NE
Calgary AB
T2N 1M9

Attention: Rajinder Singh

Re: Receivership of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. (collectively, the "Debtors") – Alberta Court of King's Bench Action No. 2601-14248 ("Receivership Proceedings")

Please find enclosed for service the following documents for use at the Application scheduled for 8:30 a.m. on September 24, 2026, before Hon. Justice Marion:

1. Application returnable September 18, 2026, filed, with form of Order attached;
2. Receiver's Second Report, dated September 17, 2026, filed;
3. Order compelling compliance with Receivership order, dated September 3, 2026, filed; and
4. Order declaring non-compliance, dated September 18, 2026, unfiled.

Please note that pursuant to paragraph 6 of the attached Order declaring non-compliance you must attend the above-noted Application on September 24, 2026 in person.

Regards,

FIELD LLP

Trevor Batty
Partner

TAB/al
Encl.

Gursharanjit Kaur Grewal
A Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires
October 27, 2026

This is Exhibit " <u>1</u> " referred to in the affidavit	
of	<u>Amber Darachie</u>
Sworn before me this	<u>23</u> day
of	<u>September</u> , 20 <u>26</u>
A Commissioner for Oaths for the Province of Alberta	



CERTIFIED

by the Court Clerk as a true copy
of the document digitally filed on
Sep 18, 2026

COURT FILE NUMBER 2601-14248
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S
METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT
BAJWA, and RAJINDER SINGH

DOCUMENT**ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Field LLP
400, 444 – 7 Avenue SW
Calgary AB T2P 0X8
Lawyer: Trevor Batty
Phone Number: (403) 260-8537
Fax Number: (403) 264-7084
Email Address: tbatty@fieldlaw.com
File No. 68029-6

Clerk's Stamp:



This is Exhibit "4" referred to in the affidavit
of Amber Perochie
Sworn before me this 23 day
of September, 2026
[Signature]
A Commissioner for Oaths for the Province of Alberta

DATE ON WHICH ORDER WAS PRONOUNCED:**Thursday, September 3, 2026****LOCATION WHERE ORDER WAS PRONOUNCED:****Calgary, Alberta****NAME OF JUSTICE WHO MADE THIS ORDER:****The Honourable Justice M. A. Marion**

Gursharanjit Kaur Grewal
A Commissioner for Oaths
and for the Province of Alberta
My Appointment expires
October 27, 2028

ORDER COMPELLING COMPLIANCE WITH RECEIVERSHIP ORDER

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

SERVICE AND DEFINITIONS

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given;
2. In this Order, “**Management**” means Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner), together with any other current or former director, officer, employee, agent or representative of a Debtor who has possession or control of, or knowledge concerning, the Debtors’ property, books, records or affairs and receives notice of this Order.

APPROVAL OF RECEIVER’S ACTIVITIES

3. The Receiver’s actions, activities and conduct as set out in the Receiver’s First Report are hereby approved.

COMPLIANCE WITH RECEIVERSHIP ORDER

4. The Debtors and Management have not fully complied with paragraphs 4, 5 and 6 of the Receivership Order.
5. The Debtors and Management shall comply immediately and fully with paragraphs 4, 5 and 6 of the Receivership Order and with all reasonable requests and directions of the Receiver made pursuant to the Receivership Order.
6. The Debtors and Management shall deliver to the Receiver, in complete, usable and unaltered form, all electronic and hard-copy books and records of the Debtors in their possession or control, including accounting records, banking records, contracts, purchase orders, work orders, invoices, delivery records, payroll records, tax records, emails, electronic files, correspondence, corporate records and records stored on personal or business devices or accounts. The Debtors and Management shall use best efforts to provide as many of these books and records as possible to the Receiver on September 4, 2026, and will then provide the balance of the books and records by no later than 4 :00 p.m. on September 9, 2026.

7. By no later than 4:00 p.m. on September 4, 2026, the Debtors and Management shall provide to the Receiver a complete written list of: (a) all customers and creditors, with names, telephone numbers, email addresses and other available contact information; (b) all current and former employees, with contact information, start dates, termination information, payroll amounts outstanding and a payroll subledger; (c) every person or entity that has possession of or access to the Debtors' books and records, including contact information for such individual (phone number, email address and physical address); and (d) every person or entity that administered the Debtors' accounting systems, email, servers, cloud storage, websites or other electronic records.
8. Management shall meet with the Receiver at 10:00 a.m. MDT, on September 4, 2026, at 1324 36 Ave NE, Calgary, Alberta, to provide the Receiver with all records and reasonable assistance required to identify: (a) customer orders that have been completed, partially completed or not started and the status of such order; (b) goods that are capable of delivery; (c) valid and collectible accounts receivable; (d) work in progress and finished goods; and (e) amounts received, credited, disputed, unbilled or written off.
9. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall provide a complete inventory and asset list stating the description, location and custodian of all inventory, finished goods, raw materials, equipment, vehicles, bank accounts, investments and other property of each Debtor, together with available keys, access codes, lease records and contact information for every person in possession of such property.
10. The disclosure required by paragraph 6 shall include, without limitation, all property and records located at or relating to 6039, 46 Street SE, Calgary, Alberta and 6771, 84 Street SE, Calgary, Alberta, and every other warehouse, storage facility, worksite or premises used by a Debtor.
11. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall provide copies of bank statements for all bank accounts used by the Debtors, including third party supporting documentation indicating the source of deposits, or recipients of funds, for a minimum period of January 1, 2025 to date.

12. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall provide a list of every disposition of property exceeding \$5,000 by any Debtor during the 12 months preceding August 20, 2026, identifying the property, date, purchaser or transferee, consideration, payment details and present location, together with all supporting documents.
13. By no later than 4:00 p.m. on September 9, 2026, the Debtors and Management shall deliver all computers, mobile devices, storage media and other equipment owned by or used for the business of a Debtor, with all passwords, credentials, multifactor-authentication access, encryption keys and administrator information necessary to access and preserve the data, and without deletion or alteration of any data.
14. Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) shall attend for meetings with the Receiver at the times and places reasonably specified by the Receiver, to answer all proper questions concerning the Debtors' business, property and affairs, identify and explain the records delivered, and provide reasonable assistance to the Receiver in preserving, completing, delivering and monetizing customer orders and collecting receivables.
15. No Debtor, Management personnel or person with notice of this Order shall delete, alter, destroy, transfer, conceal, encrypt, withhold or impair any property, book, record, data, device, password or credential of a Debtor.

RECEIVER'S ACCESS AND PRESERVATION POWERS

16. The Receiver is authorized to take all steps reasonably necessary to obtain, preserve, image, copy and secure the Debtors' electronic and hard-copy books, records and devices from the Debtors, Management and third-party custodians, and this authority is in addition to and does not limit the powers granted under the Receivership Order.
17. Any person served with this Order who possesses or controls books, records, data, credentials, devices or property of a Debtor shall preserve them intact and shall promptly advise the Receiver of their existence and location.

COSTS, ENFORCEMENT AND LIBERTY TO APPLY

18. The Receiver shall have its costs of this Application on a solicitor-and-client basis, payable by Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) jointly and severally, payable forthwith in an amount to be agreed, and if not agreed, in an amount assessable by the Assessment Officer.
19. The Receiver has liberty to apply on short notice for further advice and directions and for any further enforcement or contempt relief arising from non-compliance with the Receivership Order or this Order.
20. Service of this Order may be effected by serving the Service List established in these proceedings by email, personal service, courier, or any other means set out in the Service List, and service by any such means is deemed good and sufficient.
21. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



J.C.K.B.A.

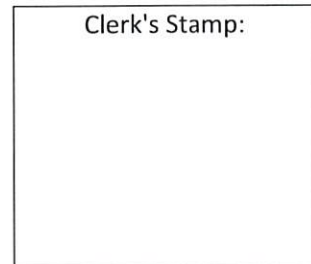
COURT FILE NUMBER 2601-14248
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD.,
JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON
LTD., JAGJIT BAJWA, and RAJINDER SINGH

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Field LLP
400, 444 – 7 Avenue SW
Calgary AB T2P 0X8
Lawyer: Trevor Batty
Phone Number: (403) 260-8537
Fax Number: (403) 264-7084
Email Address: tbatty@fieldlaw.com
File No. 68029-6



This is Exhibit 5 referred to in the affidavit
of Amber Derochie
Sworn before me this 23 day
of September, 2026
[Signature]
A Commissioner for Oaths for the Province of Alberta

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

ORDER DECLARING COMPLIANCE

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

Gursharanjit Kaur Grewal
A Commissioner for Oaths
In and for the Province of Alberta
My Appointment expires
October 27, 2026

SERVICE, ATTENDANCE AND NON-COMPLIANCE

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

EXAMINATION OF MANAGEMENT UNDER OATH

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

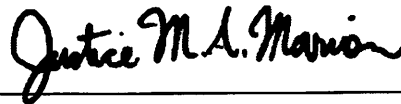
identified with sufficient particulars to permit the Receiver to assess the claim, without disclosure of the privileged information itself.

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

COSTS, APPROVAL OF ACTIVITIES AND LIBERTY TO APPLY

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

18. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in black ink, reading "Justice M.A. Marion". The signature is written in a cursive, flowing style. Below the signature is a solid horizontal line.

J.C.K.B.A.

SCHEDULE "A"
OUTSTANDING NON-COMPLIANCE WITH
COMPELLING ORDER

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

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

APPENDIX “E”

Jay's Metal Products LTD

Balance Sheet
As of Jun 30, 2026

	Total
Assets	
Current Assets	
Cash and Cash Equivalent	
ATB 0178	-\$319,003.47
ATB 2680 New	-\$22,734.48
ATB Bus Loan OLD	\$0.00
ATB Chequing OLD	\$0.00
RBC Business Loan (376-002)	\$0.00
RBC Chequing (289)	\$22,955.23
RBC Chequing USD (831) Do Not Use	\$0.00
RBC Chequing USD (831) NEW 2022	\$79.84
RBC Operating Line (376-001)	-
	\$2,300,000.00
Scotia 9117	\$73,684.76
Suspense	\$0.00
TD EVERY DAY B BUSINESS PLAN (2057)	\$0.00
Undeposited Funds	\$32,096.08
Total for Cash and Cash Equivalent	-
	\$2,512,922.04
Accounts Receivable (A/R)	
Accounts Receivable (A/R)	\$1,572,841.23
Total for Accounts Receivable (A/R)	\$1,572,841.23
Advances to Employees	\$2,000.00
Allowance for doubtful accounts	\$0.00
Due to/from Pacific Metals Ltd.	\$0.00
Inventory	\$5,734,961.18
Inventory Asset	\$1,558.70
Other assets - machinery and equipment	\$0.00
Prepaid expenses	\$61,397.32
Prepaid Machinery and Equipment	\$47,035.00
Uncategorized Asset	\$0.00
Total for Current Assets	\$4,906,871.39

Jay's Metal Products LTD

Balance Sheet
As of Jun 30, 2026

	Total
Non-current Assets	
Property, plant and equipment	
081 Accumulated Amortization-Mach & Equip	\$0.00
Accum depr- Computer/Software	-\$12,074.57
Accumulated Amort - Equip under capital lease	\$0.00
Accumulated Amortization Vehicles (Class 10.1)	-\$2,695.70
Accumulated Depreciation - Leasehold Improvements	-\$54,166.65
Computer Hardware/Software	\$20,693.37
Equipment under capital leases	\$3,772,095.34
Depreciation	-
	\$1,274,441.29
Total for Equipment under capital leases	\$2,497,654.05
Furniture and Fixtures	\$15,335.29
Accumulated Amortization-Furniture & Fixt.	-\$13,742.54
Total for Furniture and Fixtures	\$1,592.75
Leasehold Improvements	\$75,000.00
Machinery and equipment	\$1,321,805.80
Accumulated Amortization-Mach & Equip	-
	\$1,047,016.84
Total for Machinery and equipment	\$274,788.96
Vehicle (Class 10.1)	\$2,029.10
Vehicles	\$71,106.26
Accumulated Amortization-Vehicle	-\$67,628.12
Total for Vehicles	\$3,478.14
Total for Property, plant and equipment	\$2,806,299.45
Security Deposits	\$100,297.70
Total for Non-current Assets	\$2,906,597.15
Total for Assets	\$7,813,468.54
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable (A/P)	
Accounts Payable - Accrual	\$31,466.28
Accounts Payable (A/P)	\$1,191,128.26
Accounts Payable (A/P) - USD	\$9,411.67
Rent Deferral Accrual	\$0.00

Jay's Metal Products LTD

Balance Sheet
As of Jun 30, 2026

	Total
Total for Accounts Payable (A/P)	\$1,232,006.21
Credit Cards	
CIBC	\$0.00
RBC Avion Visa Infinite 6399	\$0.00
RBC Avoin Visa 1332 (Shane)	-\$55.02
RBC Avoin Visa 1365(Justin)	-\$205.42
RBC Visa Business 2645	\$0.00
RBC Visa Business 6519 (Shop)	-\$33.49
TD CASH BACK VISA 8877	\$0.00
TD FIRST CLASS TRAVEL VISA INFINITE CC(7843)	\$37,499.50
Total for Credit Cards	\$37,205.57
Corp. Taxes Payable	\$0.00
Corp. Tax-Alberta	\$37,218.55
Corp. Tax-Federal CRA	\$87,210.58
GST/HST Payable	\$46,057.53
GST/HST Suspense	\$75,839.07
Total for Corp. Taxes Payable	\$246,325.73
CURRENT Due to/from Jay's ACM Products Ltd.	\$0.00
CURRENT Due to/from Jay's Holding Corp.	\$0.00
CURRENT Due to from Jay's Metal Edmonton Ltd.	\$0.00
Current portion of capital lease obligations contract #1	\$0.00
Current portion of Long-Term Debt	\$0.00
Current portion of long-term debt contract #1	\$0.00
Current portion of RBC Bank Loan	\$0.00
Deferred Income Taxes	\$0.00
Deferred Lease Liability - Current	\$0.00
Due from related parties - contra	\$0.00
Due to/from Jay's ACM /Structural to Jay's Metal	-
	\$5,074,435.43
Due to/from Jay's Holding	-
	\$1,135,261.42
Due to/from Jay's Metal Edmonton Ltd.	\$472,185.38
Due to/from Jay's Metal Steel Framin	-\$213,655.17
GST Paid on Purchases	\$0.00
Interest payables on RBC Bank Loan	\$0.00
Payroll Deductions Shareholder	\$0.00
Payroll Deuction Payable	\$0.00
Total for Current Liabilities	-
	\$4,435,629.13

Jay's Metal Products LTD

Balance Sheet
As of Jun 30, 2026

	Total
Non-current Liabilities	
BDC WC Loan #120296-05 (before 120296-04)	\$1,785,504.00
Capital Lease liab. - Bodkin Lease#50031397	\$37,859.82
Capital lease liab. Coast Capital #CD2503030058 Used2021 RAS 61.31 Turbobend MetalForming SN 10730	\$73,955.33
Capital Lease Liab.Coast Capital Eqpt Agreement#CD2501230149	\$338,633.22
Capital Lease Liab. Essex Lease #14774-314260	\$251,375.54
Capital lease liab. - Lease#596624189-201000066050 Edmonton Folder 2023	\$39,181.90
Capital Lease liab. - Max 3100 Ifold lease	\$0.00
Capital lease liab. - Max Shear and Folder 2023	\$58,108.71
Capital Lease Liab. - Panel Builder	\$0.00
Capital Lease Liab. - Ras Folder	\$0.00
Capital Lease Liab. - Ras Shear	\$0.00
Capital Lease Liab.RBC Lease20100084964 \$270K 2022 Variobend 21' Bending Machine	\$168,331.90
Capital lease liab. -RBC Lease#596624189-201000067605 Racking 2023	\$1,683.94
Capital Lease Liab. - RBC Lease#596624189-201000075713 Roofmart Machine 2023	\$12,921.18
Capital lease liab. - RBC Lease#596624189-201000076087 Royal Fork Lift	\$40,028.34
Capital Lease Liab.-RBC Lease#596624189-201000083971 Roof Panel Machine	\$36,352.60
Capital Lease liab. RBC Lease#596624189-201000084339 2022 Variobend Bending Machine	\$158,786.25
Capital lease liab. - RBC Lease#596624189-20100073406 Low Rib (Stucco, Drip, Window)	\$74,283.44
Capital Lease liab. - Shaoxing Smarttech Machinery	\$1,640.00
CEBA government loan	\$0.00
Current portion of obligations under capital lease	\$61,372.56
Deferred Lease Liability - Long term	\$0.00
Deposit on Machine	\$0.00
Long Term Loans	
Accord Financial Lease(Varion)	\$0.00
Arbutus Leasing-Roll Framer	\$0.00
BDC-100	\$0.00
BDC-150	\$0.00
BDC-170	\$0.00
Interior Leasing-2014 Quadro	\$0.00
Jagjit Bajwa	\$150,000.00
SPL Loan	\$0.00
Sukwinder	\$0.00
Superior Roofing # 1	\$0.00

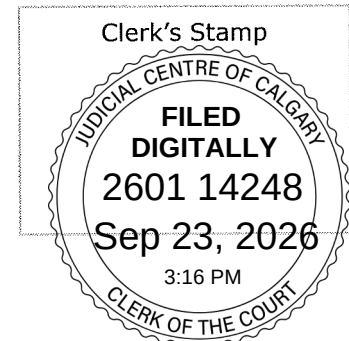
Jay's Metal Products LTD

Balance Sheet
As of Jun 30, 2026

	Total
Total for Long Term Loans	\$150,000.00
Long-term portion of shareholder loans	\$0.00
Long-term portion of shareholder loans #1	\$0.00
Narinder Bajwa	\$16,000.00
RBC Bank loan	\$0.00
RBC Capital Lease 596624189-201000057261 - 2020 Roll Forming Machine	\$0.00
RBC Capital lease#596624189-201000058930 - Variobend USA 21' Single Bender	\$46,598.60
RBC Capital Lease#596624189-201000059238 - 2021 Max 3100 CNC iFold	\$5,020.32
RBC Capital Lease#596624189-201000063105- 2021 Shaoxing Smartech Machinery Mfg	\$48,165.52
RBC Capital Lease#596624189-201000063655 - 2021 Shaoxing Smartech Mfg. Roll Forming Machine #2	\$32,092.35
RBC Capital Lease#596624189-201000067636 - 2015 Slittering machine	\$10,243.48
Shareholders' Loan	\$0.00
Shareholders' Loan-Jagjit Bajwa	\$721,063.95
Total for Shareholders' Loan	\$721,063.95
Splendid Roofing Ltd	\$0.00
Total for Non-current Liabilities	\$4,169,202.95
Total for Liabilities	-\$266,426.18
Equity	
Common Shares	
Common Shares-Jagjit Bajwa	\$100.00
Total for Common Shares	\$100.00
Dividends Paid-Taxable	\$0.00
Opening Balance Equity	\$73,476.59
Prior Period Adjustments	\$0.00
Retained Earnings	\$7,206,650.97
Profit for the year	\$799,667.16
Total for Equity	\$8,079,894.72
Total for Liabilities and Equity	\$7,813,468.54

APPENDIX “F”

COURT FILE NUMBER	2601-14248
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ROYAL BANK OF CANADA
RESPONDENT	JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH
DOCUMENT	AFFIDAVIT OF JAGJIT BAJWA



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Scott Venturo Rudakoff LLP Barristers and Solicitors 1500, 222 3 Avenue SW Calgary, AB T2P 0B4 Attention: Lukas Frey/ Heela Selemankhel Phone: (403) 261 9043 Fax: (403) 265-4632 Solicitors for the Respondent, Jagjit Bajwa File No: 73377.001
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AFFIDAVIT OF JAGJIT BAJWA

SWORN (OR AFFIRMED) ON SEPTEMBER 23, 2026.

I, Jagjit Bajwa, of the City of Calgary, in the Province of Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am one of the Respondents in this matter and have direct knowledge of the facts set out in this Affidavit, except where I expressly state that a matter is based on information and belief. In each such instance, I verily believe the information to be true.
2. I am also known as Jay Bajwa. I was the principal of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd., and Jay's Metal Edmonton Ltd. (collectively, the "**Business**").
3. I founded the Business from scratch in 2013 and grew it from a single-employee operation. Over the years, I worked day and night to build the Business and, at times, worked in production by myself. Until the receivership, the Business was the sole source of income for my spouse and me and supported our family, including our two daughters, who are 6 and 12 years old.

4. I never anticipated that the Business would face insolvency or receivership, having grown the business for 13 years. Until the Business was pushed into receivership, I have never had to deal with court orders or compelling orders in a receivership setting. I responded to the information to the best of my ability.
5. When the Order dated August 20, 2026 was granted, I did not understand or appreciate the nature or full extent of the documentation I was required to produce. The volume of information requested, together with the limited time that was given to respond, left me overwhelmed and unable to determine where to begin.
6. Given the demise of the Business, which resulted in the Receivership Order in August 2026, not just my work life was turned upside down but also my personal life when my wife decided to consider divorce. As my work life and personal life fell apart, I did not function (and in my view still do not function) the way I used to, and my ability to manage the demands arising from the receivership was less than ideal. All these events unfolded within a very short period.
7. The Receivership Order caused me to lose the sole source of income and, as a husband and father, left me struggling to meet my family's basic financial needs. I am responsible for supporting my two children and my parents, who live with me. These circumstances have adversely affected my relationship with my children and compounded the pressure I was experiencing.
8. In that context, my partial non-compliance with the Order was not deliberate. It was neither my intention then, nor is it my intention now, to disregard the Court's authority or refuse to comply with its orders. When the Business shut down and the Order was granted, I had no earnings. My main focus was providing basic necessities for my family, and I immediately shifted focus to finding work so I could provide for my family and service the mortgage. I did not deliberately disregard the Court's Order. With only a high school diploma, finding alternative work is a challenge. While my life remains upside-down, I now understand the seriousness of my obligations and want to ensure that I become fully compliant with the Order.
9. The scope of the retainer with my current counsel is broader, and I hope it will assist me in getting the documents and answers to the receiver that it requires to administer the receivership/bankruptcy estate. Since the hearing on Friday, I have been trying to collect further information and will do my best to provide all requested information and respond to any follow-up requests or questions of the Receiver in a timely manner.
10. Since last Friday's hearing, with the assistance of my new counsel, I have worked diligently with the best of my abilities to remedy the non-compliance. As of the time of swearing/affirming the Affidavit, the steps I have taken (with my counsel's assistance):
 - a) I arranged a time and place to meet the Receiver's bailiff on Monday, September 21 so that the Court documents requiring personal service could be served on me without unnecessary difficulty or expense.
 - b) Between Monday, September 21 and Wednesday, September 23, I provided documents through my counsel in several tranches in response to the outstanding items identified in Schedule A to the September 18, 2026 non-compliance order.

- c) I have also responded, through counsel, to follow-up questions concerning the information provided, including questions relating to paragraphs 7 and 8 of Schedule A.
 - d) On September 23, 2026, I waited in the vehicle at the Receiver's office, while Rajinder Singh met with Lorry Descheneau and delivered hard-copy records and computers belonging to the Business. To the best of my knowledge, Rajinder Singh confirmed with Lorry Descheneau that the relevant login credentials and passwords were functioning.
 - e) I intend to attend tomorrow's hearing at 8:30 a.m. in accordance with the Court Order.
 - f) I attended the ATB branch in the Westwind NE location on Monday, September 21, 2023, before meeting the bailiff, and the Bank staff advised that I could not obtain copies of the statements, as the accounts are currently on hold.
 - g) For accounting purposes, the Business used a customized website/App (www.jaysmetal.com). On September 11, 2026, I provided the Receiver with the contact information of the owner/technician of the website/App. Once contact is established, the Receiver should be able to obtain information on the accounts payable and receivable, processed orders, invoicing details and the customer list. The customer list was provided to the Receiver before September 11, 2026.
 - h) On September 23, 2026, I attended the offices of the Receiver, provided them with 2 desktop computers and one box of hard copies of the Accounts Receivable and Payable from January 2026 to June 2026.
 - i) I was advised by my counsel this morning (September 23) that the Receiver sent an email this morning with follow-up questions on the information I provided on September 21 and 22. I intend to respond to those questions as soon as possible.
11. I swear this Affidavit to provide the Court with a full and accurate explanation of the circumstances surrounding my non-compliance and the steps I have taken in a genuine attempt to purge and rectify the non-compliance.

SWORN (OR AFFIRMED) BEFORE ME in
Calgary, Alberta, this 23 day of September
2026.

Commissioner for Oaths in and for Alberta

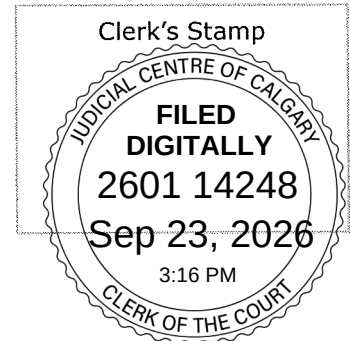
Maria Gracia N. Boongaling
Commissioner for Oaths
in and for Alberta
Expires July 8, 2029

JAGJIT BAJWA

APPENDIX “G”

Form 49
[Rule 13.19]

COURT FILE NUMBER	2601-14248
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ROYAL BANK OF CANADA
RESPONDENT	JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH
DOCUMENT	AFFIDAVIT OF RAJINDER SINGH



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Scott Venturo Rudakoff LLP Barristers and Solicitors 1500, 222 3 Avenue SW Calgary, AB T2P 0B4 Attention: Lukas Frey/Heela Selemankhel Phone: (403) 231-9043 Fax: (403) 265-4632 Solicitors for the Respondent, Rajinder Singh File No: 73377.001
---	---

AFFIDAVIT OF RAJINDER SINGH

SWORN (OR AFFIRMED) ON SEPTEMBER 23, 2026.

I, Rajinder Singh, of the City of Calgary, in the Province of Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am one of the Respondents in this matter and have direct knowledge of the facts set out in this Affidavit, except where I expressly state that a matter is based on information and belief. In each such instance, I verily believe the information to be true.
2. I joined Jay's Metal Products Ltd. in 2023 and worked in the Steel Framing Division. My role was to help grow that division by developing additional product categories and pursuing new markets. I believed there was an opportunity to grow with the Business and, as the Business expanded, to increase my earnings and build greater financial security and a better future for my family. Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd., and Jay's Metal Edmonton Ltd. are collectively referred to in this Affidavit as the "Business".

3. The receivership came as a shock to me and developed very quickly. I had not expected the Business to be placed into receivership. I had been focused on growing my role and the Steel Framing Division and had expected my future with the Business to provide increasing financial stability for my family. Instead, in a short period of time, I was faced with the loss of my work, my income and the money I had invested in the Business. I found the situation extremely difficult to process and, for several weeks, had difficulty concentrating and dealing with the matters that required my attention.
4. The Business was my sole source of income. I had also invested all of my personal savings into the Business because I believed in its future and expected that investment, together with my work in growing the Business, would help me provide a more secure future for my wife and child. When the receivership occurred, I therefore lost not only my income, but also the savings I had accumulated and invested. I was left with no financial reserves and with a wife and child who depend on me for their support. The realization that I had put all of my savings into the Business and was now left with nothing to fall back on for my family took a significant toll on me. I became extremely worried about how I would continue to provide for my family and meet our financial obligations. During this period, finding work to provide my family's basic necessities became my primary focus. As the sole breadwinner and having already spent all my savings on the business, I had no choice but to find work to ensure my family and I could survive.
5. Before these proceedings, I had never been involved in a receivership and had no experience dealing with a Receiver or with orders of this nature. I had not previously had any run-ins with the law or experience dealing with the Court system. When the Order dated August 20, 2026 was granted, I did not fully understand or appreciate the nature and extent of the obligations imposed on me, including the volume of information and documents that I was required to provide. At the same time, I was trying to deal with the sudden financial and personal consequences of the receivership. The number of requests from the Receiver, the volume of material involved and the time required to respond became difficult for me to manage.
6. The financial uncertainty also had a significant effect on my family life. My wife was struggling with the fact that our income had disappeared and that the savings I had invested in the Business were no longer available to us. The uncertainty about how we would support ourselves and what would happen next created considerable stress at home and placed significant strain on my marriage.
7. Along with the pressures I was facing personally and professionally, I became overwhelmed by the Receiver's requests and the overall demands of the receivership process. My ability to manage those demands was less than ideal, particularly given how quickly these events unfolded.
8. During this same period, I was attempting to respond to the Receiver while dealing with these financial and family pressures. I became overwhelmed by everything that was happening at once. My ability to focus on and manage the requirements of the receivership promptly was affected.
9. My non-compliance was not deliberate. I never intended to ignore a Court Order, disregard the authority of the Court, or refuse to cooperate with the Receiver. My lack of familiarity with receivership proceedings and Court-ordered production, together with the circumstances I was dealing with personally and financially, especially securing alternative employment to make ends meet, affected my ability to understand

and respond to the requirements as promptly and fully as I should have. I now better understand the seriousness of those obligations and am taking steps with the assistance of counsel to address the outstanding matters.

10. I am now working closely with my current legal counsel to respond to the Receiver and to ensure that the outstanding information is provided. I intend to cooperate fully with the Receiver and will provide the information and assistance reasonably requested of me as the receivership continues.
11. Following the September 18, 2026 hearing and the granting of the Non-Compliance Order, I have been working with my current counsel to understand and address the Receiver's outstanding requests. I am committed to providing the documents, information and answers required by the Receiver and to responding to any reasonable follow-up requests as promptly as I am able.
 - a) I arranged a time and place to meet the Receiver's bailiff on Monday, September 21 so that the Court documents requiring personal service could be served on me without unnecessary difficulty or expense.
 - b) Between Monday, September 21 and Wednesday, September 23, I provided documents through my counsel in several tranches in response to the outstanding items identified in Schedule A to the September 18, 2026 non-compliance order.
 - c) I have also responded, through counsel, to follow-up questions concerning the information provided, including questions relating to paragraphs 7 and 8 of Schedule A.
 - d) I attended the Receiver's offices and delivered hard-copy records and computers belonging to the Business at or around 11:00 a.m. on September 23. While I met with the Receiver, I met with Lorry Descheneau and confirmed that the relevant login credentials and passwords were functioning.
 - e) For accounting purposes, the Business used a customized website/App (www.jaysmetal.com). To the best of my knowledge, on September 11, 2026, Jagjit Bajwa provided the Receiver with the contact information of the owner/technician of the website/App. Once contact is established, the Receiver should be able to obtain information on the accounts payable and receivable, processed orders, invoicing details and the customer list. The customer list was provided to the Receiver before September 11, 2026.
 - f) I intend to attend tomorrow's hearing at 8:30 a.m. in accordance with the Court Order.
 - g) I was advised by my counsel this morning (September 23) that the Receiver sent an email this morning with follow-up questions on the information I provided on September 21 and 22. I intend to respond to those questions as soon as possible.
12. I swear this Affidavit to explain the circumstances that affected my ability to comply fully and promptly with the Court's Order, and to advise the Court of the steps I have taken, with the assistance of counsel, to address the outstanding matters and cooperate with the Receiver.

APPENDIX “H”

Meyler, Kevin

From: Trevor Batty <TBatty@fieldlaw.com>
Sent: September 23, 2026 6:38 PM
To: Lukas Frey; Meyler, Kevin
Cc: Klassen, Zach; Descheneau, Lorry; Beauchamp, Jerri; Heela Selemankhel
Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership
Attachments: App C - Sept 11 Management Correspondence.pdf

Lukas,

I am attaching what I understand to be the referenced email, previously attached as Appendix "C" to our second report. The Receiver does not recall being advised that the accounting software was administered through the Jay's Metal website and in this correspondence, while Mr. Bajwa does provide a phone number for an IT consultant listed as a website and email contact there is no indication that this IT consultant has anything to do with the Debtors' accounting systems. We note that Mr. Bajwa lists himself as both the individual that has possession or access to the Debtor's physical books and records as well as the individual to contact for bookkeeping info.

In our September 14th correspondence, the Receiver reiterated its request for the name and contact information for any other person in possession or control of any of the financial records, and Management did not clarify that it should be speaking with this IT Consultant.

The Receiver not yet contacted Mr. Dhaliwal, but will undertake to do so this evening given the contents of Mr. Bajwa's affidavit.

Lastly, in the Receiver's various correspondences, it referred to its initial discussions with Management whereby Mr. Bajwa indicated that his niece was involved in the bookkeeping for the company and was in possession of many of the books and records, therefore the Receiver requested her name and contact information on multiple occasions and have not yet received such information, or Mr. Bajwa correcting for the record after multiple opportunities that his niece was not involved in the bookkeeping. Mr. Bajwa has still not provided contact information or any additional clarification as to his niece's role to date.

The Receiver is continuing to review the information that has been provided so that it can provide the Court with accurate reporting tomorrow morning.

Regards,



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

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From: Lukas Frey <L.Frey@svrlawyers.com>
Sent: Wednesday, September 23, 2026 5:25 PM
To: Trevor Batty <TBatty@fieldlaw.com>; Meyler, Kevin <kmeyler@bdo.ca>
Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri

<jlbeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

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Trevor,

I take issue with the characterization of a “**substantial portion**” of the information required by paragraphs 3 and Schedule “A” as missing.

Heela and I have been working the last three days in getting you the information in Schedule “A”. In addition, we have learnt that the receiver got the contact name and details to the person that administered the Website/App Software, even before last week’s appearance, which provides the **core system**, containing a lot of information the receiver is seeking. Has the receiver made any effort to contact that IT person for access? Has the receiver made attempts to retrieve that information? I am advised it all sits there. Has the receiver looked at this data? My client cannot access the Website/App Software anymore, so has the receiver at least focused on getting that information. It will answer a lot of the Schedule A questions.

RBC and ATB “locked out” our clients from their bank accounts but my clients are prepared to authorize your client to get those statements, if such authorization is needed. My clients cannot provide stuff they no longer have access to (including the AR, AP, invoicing and order summaries with the client information that sit inside the Website/App).

We have been working for the last 3 days in trying to answer any questions/follow up concerns you had in relation to Schedule A, and you are writing now a “substantial portion” is missing. Which questions that you or Kevin emailed us about remain unanswered?

Lukas

LUKAS FREY
Partner
Scott Venturo Rudakoff LLP
Ph: 403.231.8248
l.frey@svrlawyers.com



From: Trevor Batty <TBatty@fieldlaw.com>

Sent: Wednesday, September 23, 2026 4:15 PM

To: Lukas Frey <L.Frey@svrlawyers.com>; Meyler, Kevin <kmeyler@bdo.ca>

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jlbeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Good afternoon Lukas,

This email is to advise that it is now past the Deadline (as defined in the Order Declaring Non-Compliance, dated September 18, 2026) and Management has not provided either the Affidavits required by paragraph 5 of that Order or a substantial portion of the information required by paragraphs 3 and Schedule "A" of the Order. The Receiver acknowledges receipt of certain computers in accordance with paragraph 4 of the Order but notes that they have been wiped clean and contain no readily accessible information.

The Receiver will be preparing a brief report for the Court for use at the Return Application (as defined in the Order). The Receiver will provide a copy when available but given time constraints that may not be very much in advance of the Return Application.

Regards, Trevor



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

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From: Lukas Frey <L.Frey@svrlawyers.com>
Sent: Tuesday, September 22, 2026 4:17 PM
To: Meyler, Kevin <kmeyler@bdo.ca>; Trevor Batty <TBatty@fieldlaw.com>
Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>
Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

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Thanks.

From: Meyler, Kevin <kmeyler@bdo.ca>
Sent: Tuesday, September 22, 2026 4:06 PM
To: Lukas Frey <L.Frey@svrlawyers.com>; Trevor Batty <tbatty@fieldlaw.com>
Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>
Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Hi Lukas,

Our emails just overlapped, not a system error, but a function of my getting to responding.

Yes, we'll have someone available.

Best regards, Kevin,

From: Lukas Frey
Sent: September 22, 2026 4:04 PM
To: Meyler, Kevin <kmeyler@bdo.ca>; Trevor Batty <tbatty@fieldlaw.com>
Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri

<jlbeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Kevin,

Hope your day is going well. We had some email issues at our office earlier today, so just wanted to make sure you got the below email.

Is someone able to meet our clients tomorrow at 11 or 11:30 a.m. for them to drop off some boxes and the computers. They are aware that they should stick around for a few minutes and help with any logins to ensure the receiver gets access to the computers.

Kindly advise at your earliest convenience.

Thanks,

Lukas

LUKAS FREY

Partner

Scott Venturo Rudakoff LLP

Ph: 403.231.8248

l.frey@svrlawyers.com



From: Lukas Frey

Sent: Tuesday, September 22, 2026 11:54 AM

To: 'Meyler, Kevin' <kmeyler@bdo.ca>; Trevor Batty <tbatty@fieldlaw.com>

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jlbeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Kevin,

Thanks for your email.

Can my client(s) come by tomorrow late morning (11 or 11:30 a.m.) to drop off the computers and meet with one of your colleagues to hand them over and test access/logins?

We got some additional info from my client today, which we will send later today once we get to it.

Lukas

LUKAS FREY

Partner

Scott Ventura Rudakoff LLP

Ph: 403.231.8248

l.frey@svrlawyers.com



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

Sent: Monday, September 21, 2026 6:51 PM

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

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Good evening Lukas,

Thank you for your email.

Firstly, with the computers, we'd ask that they be delivered to the BDO Office (address in my footer), together with all logins, passwords and other credentials that are required to access the computers and software. We'd also ask that Management advise what time they anticipate dropping them off so a member of the Receiver's staff can meet with them to ensure that we're able to access based on the above.

Secondly, on the responses to Paragraph 8 concerning the AR reports as at August 20, 2026 provided for Jay's Metal Edmonton Ltd., Jay's Metal Steel Framing Ltd. ("Framing") and Jay's Metal Structural Ltd. ("Structural"), we note that these are all blank with nil balances receivable. The June 30, 2026 Balance Sheets for Structural and Framing Balance Sheets (also enclosed) list accounts receivable balances of approximately \$3,990,242 and \$55,781 respectively, therefore if the accounts receivable balances are truly nil, we will require an explanation if the June 30, 2026 balances have been collected and if so, where were the funds deposited and if they were not collected, what is the current status.

We also require confirmation if there are any customers orders that were/are in process, completed and/or delivered but not yet invoiced.

We will review the remainder and be in touch.

Appreciate your assistance and we look forward to hearing from you and/or your clients.

Best regards,

BDO Canada Limited

Solely in its capacity as Receiver of Jay's Metal Products et. al
and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

BDO Canada Limited

Direct: 403 536-8526

kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620

Calgary, AB T2P 0P7

Canada

Tel: 403 777-9999

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From: Lukas Frey
Sent: September 21, 2026 5:47 PM
To: Meyler, Kevin <kmeyler@bdo.ca>; Trevor Batty <tbatty@fieldlaw.com>
Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>
Subject: [EXT] RE: Jays Metal et. al, In Receivership

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

Hi Trevor/Kevin,

@Kevin, thank you for your email over the weekend.

My clients continue to work to try to rectify the non-compliance situation. Rather than send one big batch in a few days, I think it may be more beneficial for everyone to send "batches" as they become available and as we continue to work with our clients to get those to you.

Please find attached documents that are in response to paragraphs 7 and 8 of the Compelling Order and Schedule A of the September 18 Order titled "Outstanding Non-Compliance".

We consider the attached as responsive to these two paragraphs (7 and 8). We ask that you kindly review and let us know if you have any questions or require any clarification and/or if you believe the attached does not fully address those two paragraphs. Our clients wish to become fully compliant, so any comments/feedback would be appreciated, so that we can work with you and our clients to address any outstanding items/questions in relation to paragraph 7s and 8 of the Non-Compliance table. We propose a similar approach for other paragraphs as we work through the table.

Regarding paragraph 14, I assume that computers, mobile devices, storage media and equipment, if any, should be delivered to the office of the receiver, or should it be delivered to Field Law? Kindly advise your preference.

@Trevor, I believe the meet-up between the bailiff and my clients went without issues this afternoon. Could you kindly confirm that is also your understanding.

Please let us know if you have any questions. We hope to have another batch to you soon.

Kind regards,

Lukas

LUKAS FREY

Partner

Scott Venturo Rudakoff LLP

Ph: 403.231.8248

l.frey@svrlawyers.com

From: Meyler, Kevin <kmeyler@bdo.ca>**Sent:** Sunday, September 20, 2026 10:41 PM**To:** Jay Bajwa <jaybajwa@live.ca>; Raj Sunner <raj@jaysmetal.com>**Cc:** Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Trevor Batty <tbatty@fieldlaw.com>; Lukas Frey <L.Frey@svrlawyers.com>**Subject:** Jays Metal et. al, In Receivership**Importance:** High

Jay and Raj,

Please find enclosed a copy of the Order granted by the Court at the application held on Friday, September 18th which we anticipate your legal counsel has debriefed with you. Should you have any questions with respect to such order, please let us know.

While compliance remains your obligation, representatives of the Receiver remain available to assist you in complying with the terms of this and previous Orders of the Court, including a copy of the Compelling Order granted September 3rd as agreed to by your previous legal counsel and for which a duplicate copy is also provided herein.

We look forward to hearing from you at your earliest convenience as we would again strongly encourage your immediate attention to this matter.

BDO Canada Limited

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

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

BDO Canada Limited

Direct: 403 536-8526

kmeyler@bdo.ca903, 8th Avenue SW, Unit 620

Calgary, AB T2P 0P7

Canada

Tel: 403 777-9999

Fax: 403 640-0591

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Meyler, Kevin

From: Jay Bajwa <jaybajwa@live.ca>
Sent: September 11, 2026 3:57 PM
To: Meyler, Kevin
Cc: Beauchamp, Jerri; Klassen, Zach; Raj Sunner; Descheneau, Lorry
Subject: Re: [EXT] Re: Jay's Metal et. al - Compliance with Compelling Order.
Attachments: image.png; image004.png; image001.jpg; Scan2026-09-11_144151.pdf

Hi Kevin,
Please see below

- Contact information for any person or entity that has possession or access to the Debtors' books and records, including contact information for such individual (phone number, email address and physical address);
Jay Bajwa - Ph: 403-889-6062 Email- jaybajwa@live.ca
- Contact information for every person or entity that administered the Debtors' accounting systems, email, servers, cloud storage, websites or other electronic records;
Bookkeeping Info : Jay Bajwa - Ph: 403-889-6062 Email- jaybajwa@live.ca
Overseas IT consultant for Website and email contact : Ajay Dhaliwal Ph: 91 97808 02657 (India)
- In addition to listing of inventory, finished goods, raw materials, equipment and vehicles assuming to be provided concurrent with your attendance described above, we still require a listing of all bank accounts, investments and other property;
 - Not only do we require the listing of assets that have been sold or disposed of, but we also require copies of applicable sale documentation evidencing the property sold, date, purchaser or transferee, details of consideration received, payment details and present location of such assets;
I will work on this over the weekend as discussed with Lorry on Thursday as asset listing requires a bit of time to go through.
- Copies of bank statements for all bank accounts, including third party supporting documentation indicating the source of deposits and recipients (i.e. copies of cancelled cheques, wire transfers, third party evidence of identities of recipients of e-transfers recipients);
I tried to access the online banking statements today, but it was locked. I have to go to in person at the bank to get the statements on Monday
- All computers, mobile devices, storage media and other equipment, together with all passwords, credentials, multi-factor authentication access, encryption keys and administrator information necessary to access and preserve the data;
I will deliver the computers with credentials at 1324 36 Ave NE on Monday morning along with vehicles.
- Copies of termination notices provided to employees;
No individual copies of termination notices were given to employees; termination notice was sent to all employees in mass by email. (attached letter for your reference)
- Details of any ongoing contracts and/or operations of the companies (if any, given your previous representations that the companies are non-operational).
As discussed with you in the first meeting, all the companies are non-operational. Also, see attached AR and AP for Jays Metal Steel Framing, Jays Metal Edmonton and Jays Metal Structural.

Jay Bajwa
President

From: Meyler, Kevin <kmeyler@bdo.ca>
Sent: September 11, 2026 9:36 AM
To: Descheneau, Lorry <l Descheneau@bdo.ca>; Raj Sunner <raj@jaysmetal.com>
Cc: Beauchamp, Jerri <jlbeauchamp@bdo.ca>; Klassen, Zach <zklassen@bdo.ca>; Jay Bajwa <jaybajwa@live.ca>
Subject: RE: [EXT] Re: Jay's Metal et. al - Compliance with Compelling Order.

By way of specific example, it appears that we have received the supporting information for accounts receivable for just Jay's Metal Products Ltd. (total balance outstanding of \$961,030 as at August 20, 2026 as attached).

Acknowledging the difference in statement dates, the larger Jays Metal group has accounts receivable per the individual financial statements of \$5,618,865 at June 30, 2026 as per below.

Thanks, Kevin.

From: Descheneau, Lorry
Sent: September 11, 2026 8:54 AM
To: Raj Sunner <raj@jaysmetal.com>
Cc: Beauchamp, Jerri <jlbeauchamp@bdo.ca>; Klassen, Zach <zklassen@bdo.ca>; Jay Bajwa <jaybajwa@live.ca>; Meyler, Kevin <kmeyler@bdo.ca>
Subject: RE: [EXT] Re: Jay's Metal et. al - Compliance with Compelling Order.

Thank you Raj.

Just to confirm we require all the books and records from all entities listed in the Receivership Order, including Jay's Metal Products Ltd., Jay's Metal Structuring Ltd, Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd.

Best regards,

Lorry Descheneau (formerly Fritsche)
Manager, Business Restructuring & Turnaround Service
BDO Canada Limited
Direct: 403-205-5748
lfritsche@bdo.ca

903 8 Avenue S.W., Suite 620
Calgary, AB T2P 0P7
Canada
Tel: 403-266-5608
www.bdo.ca

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From: Raj Sunner <raj@jaysmetal.com>
Sent: September 10, 2026 6:35 PM

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

Cc: Beauchamp, Jerri <jibeauchamp@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Klassen, Zach <zklassen@bdo.ca>; Jay Bajwa <jaybajwa@live.ca>

Subject: [EXT] Re: Jay's Metal et. al - Compliance with Compelling Order.

Hi Kevin,

Jay will provide rest of the materials that you have asked for in below email by tomorrow end of the day.

Thanks

Raj

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

Sent: Wednesday, September 9, 2026 9:19 PM

To: Jay Bajwa <jaybajwa@live.ca>; Raj Sunner <raj@jaysmetal.com>

Cc: Beauchamp, Jerri <jibeauchamp@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Klassen, Zach <zklassen@bdo.ca>

Subject: Jay's Metal et. al - Compliance with Compelling Order.

Jay and Raj,

While we acknowledge receipt of certain information which we're continuing to review, together with your email of 3:17 this afternoon requesting attendance to complete the asset and inventory listing, we note that there are material deficiencies in your compliance with the compelling order as granted by the Court of King's Bench of Alberta on September 3, 2026, the terms of which were agreed to by your counsel.

Without limiting the generality of the obligation to provide all books and records of the Company, both electronic and hard copy, in your possession or control, we highlight the following items that have not been provided based on our review thus far:

- Contact information for any person or entity that has possession or access to the Debtors' books and records, including contact information for such individual (phone number, email address and physical address);
- Contact information for every person or entity that administered the Debtors' accounting systems, email, servers, cloud storage, websites or other electronic records;
- In addition to listing of inventory, finished goods, raw materials, equipment and vehicles assuming to be provided concurrent with your attendance described above, we still require a listing of all bank accounts, investments and other property;
 - Not only do we require the listing of assets that have been sold or disposed of, but we also require copies of applicable sale documentation evidencing the property sold, date, purchaser or transferee, details of consideration received, payment details and present location of such assets;
- Copies of bank statements for all bank accounts, including third party supporting documentation indicating the source of deposits and recipients (i.e. copies of cancelled cheques, wire transfers, third party evidence of identities of recipients of e-transfers recipients);
- All computers, mobile devices, storage media and other equipment, together with all passwords, credentials, multi-factor authentication access, encryption keys and administrator information necessary to access and preserve the data;
- Copies of termination notices provided to employees;
- Copies of historical financial statements, tax returns, goods and services returns, etc.; and
- Details of any ongoing contracts and/or operations of the companies (if any, given your previous representations that the companies are non-operational).

At the hearing on September 3, Justice Marion specifically noted the seriousness of this matter to your counsel to be conveyed and we would similarly strongly encourage you to provide the above information immediately, noting that it was originally to have been provided forthwith after being provided the Receivership Order and as communicated

during our initial meeting on August 20, 2026 and then the compelling order required it to be provided no later than 4 pm this afternoon.

As a result, given the continued breaches of both the Receivership Order and now the Compelling Order, we are in discussions with our counsel and stakeholders as to availability of Court time to seek further sanctions if and as appropriate.

Regards,

BDO Canada Limited

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

Per:

Kevin Meyler

Senior Vice President - National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7
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Fax: 403 640-0591
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APPENDIX “I”

Meyler, Kevin

From: Heela Selemankhel <H.Selemankhel@svrlawyers.com>
Sent: September 23, 2026 5:54 PM
To: Meyler, Kevin; Lukas Frey; Trevor Batty
Cc: Klassen, Zach; Descheneau, Lorry; Beauchamp, Jerri; Eloho Ogbobine; Bing Boongaling
Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Good afternoon Kevin,

Please see our client's responses in red.

Regarding your question about the AR reports, please see our client's response below.

1. This amount (\$55,781) was an AR as of June 30, 2026, but was subsequently collected, so there is no further AR. Because the entity had no further funds to order material, it was not in a position to manufacture any existing or new orders, so no further AR were created, given that no further products were manufactured.

[Receiver – Please provide an accounts receivable subledger as of June 30, 2026 by customer and supporting AR details to show the receipt of funds and to allow for the tracing of funds into the company bank account] – **This information can be found in the hard copy records provided today, in the alternative, this information can be found in ATB bank statements, to which we have no access.**

2. The amount of \$3,990,242 appeared on the A/R report as of June 30, 2026. However, as we advised the Receiver during earlier meetings, our practice was to enter customer orders as invoices immediately upon receipt. As a result, a significant portion of these invoices related to orders that were never completed due to material shortages and therefore did not represent collectible receivables. That said, some of these A/R balances were subsequently collected. In addition, we had fallen behind on rent payments for the Structural division location for several months, as shown in the attached screenshot. This created significant financial pressure and made it increasingly difficult to continue operating the Structural location effectively.

[Receiver - Given the materiality of this account receivable balance which was included on financial statements provided by the Company, we require specifics as to the disposition of such amounts as opposed to general characterizations. As a result, please provide an account receivable subledger as of June 30, 2026 by customer, together with notations and supporting AR details indicating as follows:

- i. Identification of which amounts on the subledger have been collected and AR details to show the receipt of funds and to allow for the tracing of funds into the company bank account; **NIL (refer to the website provided for the further details)**
- ii. Identification of which orders/customers were prematurely recorded as accounts receivable without work having been completed; and - **NIL (refer to the website provided for the further details)**
- iii. Identification of which amounts were deemed uncollectible and written off, together with details in support of such claim] - **NIL (refer to the website provided for the further details)**

3. We confirm that there are no customer orders that are or were in process, completed or delivered that remain uninvoiced.

[Receiver - With respect to the customer orders that are, or were in process, completed or delivered that remain un-invoiced, or invoiced and paid, for at least Jay's Metal Products, we understand from touring the premises that there are a relatively large number of orders onsite which have not been picked up by customers. We understand

that certain of these orders have been paid for (some partially and some in whole) with others for which payment remains outstanding.

During our attendance on Friday September 4th, the Receiver toured the premises with Management in an attempt to assess these orders and requested additional information on specific customer orders which we have not yet received a fulsome response to. While the majority of these enquiries were made while walking the premises with Management texting certain invoice numbers, we'll re-circulate the Receiver's enquiries as a reminder to Management].

Please let us know if further clarification is needed.

Sincerely,

HEELA SELEMANKHEL

(She/her)

Associate

Ph: 403.231.8245

h.selemankhel@svrlawyers.com

SCOTT VENTURO RUDAKOFF LLP

1500, 222 3rd Avenue SW

Calgary, Alberta T2P 0B4

Tel: 403.261.9043

Fax: 403.265.4632

www.svrlawyers.com



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

Sent: Wednesday, September 23, 2026 6:59 AM

To: Heela Selemankhel <H.Selemankhel@svrlawyers.com>; Lukas Frey <L.Frey@svrlawyers.com>; Trevor Batty <tbatty@fieldlaw.com>

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jlbeauchamp@bdo.ca>; Eloho Ogbobine <E.Ogbobine@svrlawyers.com>; Bing Boongaling <B.Boongaling@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Good morning Heela,

We have provided our comments below each paragraph for ease of reference.

Thanks,

BDO Canada Limited

Solely in its capacity as Receiver of jay's Metal Products Ltd. et. al
and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

BDO Canada Limited

Direct: 403 536-8526

kmeyler@bdo.ca

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Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

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From: Heela Selemankhel

Sent: September 22, 2026 4:35 PM

To: Meyler, Kevin <kmeyler@bdo.ca>; Lukas Frey <L.Frey@svrlawyers.com>; Trevor Batty <tbatty@fieldlaw.com>

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jlbeauchamp@bdo.ca>; Eloho Ogbobine <E.Ogbobine@svrlawyers.com>; Bing Boongaling <B.Boongaling@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Hi Kevin

Regarding your question about the AR reports, please see our client's response below.

1. This amount (\$55,781) was an AR as of June 30, 2026, but was subsequently collected, so there is no further AR. Because the entity had no further funds to order material, it was not in a position to manufacture any existing or new orders, so no further AR were created, given that no further products were manufactured.

[Receiver - Please provide an accounts receivable subledger as of June 30, 2026 by customer and supporting AR details to show the receipt of funds and to allow for the tracing of funds into the company bank account]

2. The amount of \$3,990,242 appeared on the A/R report as of June 30, 2026. However, as we advised the Receiver during earlier meetings, our practice was to enter customer orders as invoices immediately upon receipt. As a result, a significant portion of these invoices related to orders that were never completed due to material shortages and therefore did not represent collectible receivables. That said, some of these A/R balances were subsequently collected. In addition, we had fallen behind on rent payments for the Structural division location for several months, as shown in the attached screenshot. This created significant financial pressure and made it increasingly difficult to continue operating the Structural location effectively.

[Receiver - Given the materiality of this account receivable balance which was included on financial statements provided by the Company, we require specifics as to the disposition of such amounts as opposed to general characterizations. As a result, please provide an account receivable subledger as of June 30, 2026 by customer, together with notations and supporting AR details indicating as follows:

- i. Identification of which amounts on the subledger have been collected and AR details to show the receipt of funds and to allow for the tracing of funds into the company bank account;
 - ii. Identification of which orders/customers were prematurely recorded as accounts receivable without work having been completed; and
 - iii. Identification of which amounts were deemed uncollectible and written off, together with details in support of such claim]
3. We confirm that there are no customer orders that are or were in process, completed or delivered that remain uninvoiced.

[Receiver - With respect to the customer orders that are, or were in process, completed or delivered that remain un-invoiced, or invoiced and paid, for at least Jay's Metal Products, we understand from touring the premises that there are a relatively large number of orders onsite which have not been picked up by customers. We understand that certain of these orders have been paid for (some partially and some in whole) with others for which payment remains outstanding.

During our attendance on Friday September 4th, the Receiver toured the premises with Management in an attempt to assess these orders and requested additional information on specific customer orders which we have not yet received a fulsome response to. While the majority of these enquiries were made while walking the premises with Management texting certain invoice numbers, we'll re-circulate the Receiver's enquiries as a reminder to Management].

Please let us know if our clients have clarified your questions and if you have further concerns.

Sincerely,

HEELA SELEMANKHEL

(She/her)

Associate

Ph: 403.231.8245

h.selemankhel@svrlawyers.com

SCOTT VENTURO RUDAKOFF LLP

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

Sent: Monday, September 21, 2026 6:51 PM

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

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: RE: [EXT] RE: Jays Metal et. al, In Receivership

Good evening Lukas,

Thank you for your email.

Firstly, with the computers, we'd ask that they be delivered to the BDO Office (address in my footer), together with all logins, passwords and other credentials that are required to access the computers and software. We'd also ask that Management advise what time they anticipate dropping them off so a member of the Receiver's staff can meet with them to ensure that we're able to access based on the above.

Secondly, on the responses to Paragraph 8 concerning the AR reports as at August 20, 2026 provided for Jay's Metal Edmonton Ltd., Jay's Metal Steel Framing Ltd. ("Framing") and Jay's Metal Structural Ltd. ("Structural"), we note that these are all blank with nil balances receivable. The June 30, 2026 Balance Sheets for Structural and Framing Balance Sheets (also enclosed) list accounts receivable balances of approximately \$3,990,242 and \$55,781 respectively, therefore if the accounts receivable balances are truly nil, we will require an explanation if the June 30, 2026 balances have been collected and if so, where were the funds deposited and if they were not collected, what is the current status.

We also require confirmation if there are any customers orders that were/are in process, completed and/or delivered but not yet invoiced.

We will review the remainder and be in touch.

Appreciate your assistance and we look forward to hearing from you and/or your clients.

Best regards,

BDO Canada Limited

Solely in its capacity as Receiver of Jay's Metal Products et. al
and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

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Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

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From: Lukas Frey

Sent: September 21, 2026 5:47 PM

To: Meyler, Kevin <kmeyler@bdo.ca>; Trevor Batty <tbatty@fieldlaw.com>

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jibeauchamp@bdo.ca>; Heela Selemankhel <H.Selemankhel@svrlawyers.com>

Subject: [EXT] RE: Jays Metal et. al, In Receivership

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Hi Trevor/Kevin,

@Kevin, thank you for your email over the weekend.

My clients continue to work to try to rectify the non-compliance situation. Rather than send one big batch in a few days, I think it may be more beneficial for everyone to send "batches" as they become available and as we continue to work with our clients to get those to you.

Please find attached documents that are in response to paragraphs 7 and 8 of the Compelling Order and Schedule A of the September 18 Order titled "Outstanding Non-Compliance".

We consider the attached as responsive to these two paragraphs (7 and 8). We ask that you kindly review and let us know if you have any questions or require any clarification and/or if you believe the attached does not fully address those two paragraphs. Our clients wish to become fully compliant, so any comments/feedback would be appreciated, so that we can work with you and our clients to address any outstanding items/questions in relation to paragraph 7s and 8 of the Non-Compliance table. We propose a similar approach for other paragraphs as we work through the table.

Regarding paragraph 14, I assume that computers, mobile devices, storage media and equipment, if any, should be delivered to the office of the receiver, or should it be delivered to Field Law? Kindly advise your preference.

@Trevor, I believe the meet-up between the bailiff and my clients went without issues this afternoon. Could you kindly confirm that is also your understanding.

Please let us know if you have any questions. We hope to have another batch to you soon.

Kind regards,

Lukas

LUKAS FREY

Partner

Scott Venturo Rudakoff LLP

Ph: 403.231.8248

l.frey@svrlawyers.com



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

Sent: Sunday, September 20, 2026 10:41 PM

To: Jay Bajwa <jaybajwa@live.ca>; Raj Sunner <raj@jaysmetal.com>

Cc: Klassen, Zach <zklassen@bdo.ca>; Descheneau, Lorry <ldescheneau@bdo.ca>; Beauchamp, Jerri <jbeauchamp@bdo.ca>; Trevor Batty <tbatty@fieldlaw.com>; Lukas Frey <L.Frey@svrlawyers.com>

Subject: Jays Metal et. al, In Receivership

Importance: High

Jay and Raj,

Please find enclosed a copy of the Order granted by the Court at the application held on Friday, September 18th which we anticipate your legal counsel has debriefed with you. Should you have any questions with respect to such order, please let us know.

While compliance remains your obligation, representatives of the Receiver remain available to assist you in complying with the terms of this and previous Orders of the Court, including a copy of the Compelling Order granted September 3rd as agreed to by your previous legal counsel and for which a duplicate copy is also provided herein.

We look forward to hearing from you at your earliest convenience as we would again strongly encourage your immediate attention to this matter.

BDO Canada Limited

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

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

BDO Canada Limited

Direct: 403 536-8526

kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620

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