

Clerk's Stamp:

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

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

ORDER DECLARING COMPLIANCE

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

SERVICE, ATTENDANCE AND NON-COMPLIANCE

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

EXAMINATION OF MANAGEMENT UNDER OATH

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

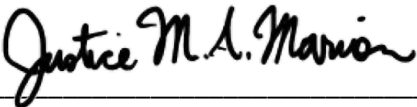
identified with sufficient particulars to permit the Receiver to assess the claim, without disclosure of the privileged information itself.

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

COSTS, APPROVAL OF ACTIVITIES AND LIBERTY TO APPLY

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

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



J.C.K.B.A.

SCHEDULE "A"
OUTSTANDING NON-COMPLIANCE WITH
COMPELLING ORDER

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

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