

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

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

SECOND SUPPLEMENTAL MOTION RECORD OF THE RECEIVER

(Returnable April 8, 2025)

April 4, 2025

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

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

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

April 4, 2025

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G.	Lease Agreement for the Kenderry Lot and deposit cheques
H.	8438048 Canada Inc. o/a AMG Global Creditors Package
I.	Undertakings chart received on March 28, 2025 with highlighted additional responses

Overview

1. This report is a second supplemental report to the First Report (the “**Second Supplemental Report**”). The purpose of this Second Supplemental Report is to provide the Court with an update on the activities of the Receiver following the hearing of the Receiver’s motion on March 11, 2025 before the Honourable Justice Penny (the “**March 11 Motion Hearing**”) and, in particular, recent developments with respect to asset recoveries by the Receiver and its agents.
2. This Second Supplemental Report should be read in conjunction with the First Report and the Supplemental First Report and is subject to the restrictions and limitations described therein. Capitalized terms used and not defined in the Second Supplemental Report have the meanings given to them in the First Report and the Supplemental First Report.

The Orders Granted at the March 11 Motion Hearing

3. On February 28, 2025, the Receiver brought a motion returnable March 11, 2025 seeking the following Orders:
 - (a) the Contempt Order;
 - (b) the Bankruptcy Assignment Order;
 - (c) the Asset Recovery Order; and,
 - (d) the Examination and Production Order.
4. At the March 11 Motion Hearing, Justice Penny adjourned the hearing of the Contempt Order to April 8, 2025 and granted the remaining Orders sought by the Receiver. Copies of the Bankruptcy Assignment Order, the Asset Recovery Order, and the Examination and Production Order issued on March 11, 2025, as well as the Endorsement of Justice Penny issued in connection with these Orders, are attached hereto as **Appendices “A”, “B”, “C”, and “D”**, respectively.

Steps Taken Pursuant to the Asset Recovery Order

Kenderry Lot

5. On March 12, 2025, the Second Bailiff attended the Kenderry Lot with a copy of the Asset Recovery Order in order to enter and inventory the assets located on the premises and to take possession and remove any Vehicles from those premises.

6. An unknown individual immediately denied the Second Bailiff access to the Kenderry Lot. Consequently, and in accordance with the Asset Recovery Order, the Receiver contacted and engaged the assistance of the Peel Regional Police (the “**Police**”) to enter the Kenderry Lot. The Police attended at the Kenderry Lot and, with their oversight, the Second Bailiff began inventorying the assets on site and cross-checking VIN plates to license plates and other identifiers on engines (the “**Identifying Marks**”) in order to verify whether any of the assets were AMG’s Property.
7. While the Second Bailiff was completing the inventory of the property at the Kenderry Lot, Shoker appeared at the Kenderry Lot and began directing the vehicles that were arriving at the Kenderry Lot to not enter the premises and to leave, circumventing the inventorying efforts. The Second Bailiff requested that the Police pursue those vehicles.
8. During the inventory of vehicles, the Second Bailiff discovered inconsistencies in their Identifying Marks and brought this to the Police’s attention. The Police discovered that the original VIN plates had been removed and replaced with different VIN plates, which is commonly referred to as a vehicle being “re-vinned”. The Second Bailiff also observed that certain re-vinned vehicles had fake ownership documents.
9. Upon these discoveries, the Police attending at the Kenderry Lot became suspicious of possible fraud being perpetuated on those premises, and called their organized crime unit to attend the Kenderry Lot. The Police ultimately seized all property located at the Kenderry Lot, locked down the premises, and coordinated the removal and repossession of the vehicles onsite.
10. The Receiver understands from the Second Bailiff that the Police arrested Shoker at the Kenderry Lot. It is the Receiver’s understanding, through discussions with the Police and publicly available information, that Shoker has been charged criminally in connection with the aforementioned discoveries.
11. Through the efforts of the Second Bailiff and the Police, the Receiver was able to recover the following four (4) Vehicles from the Kenderry Lot that have been positively identified as AMG’s Vehicles:

VIN	Description	Financier/Registered Owner
1FUJBBCKX7LW97377	2007 Freightliner Columbia Highway Tractor	2778735 Ontario Inc. o/a GFS Haulers
4V4NC9EH6EN162259	2014 Volvo VN VNL Highway Tractor	2778735 Ontario Inc. o/a GFS Haulers
527SR5328PL146902	2023 CMC Reefer Trailer	Canadian Western Bank
3H3V532KXNJ304081	2022 Hyundai Reefer Thermoking G-600	Canadian Western Bank

12. The Receiver also understands that the investigations have been escalated to the Provincial Auto Theft Team. The Receiver understands that additional vehicles have been recovered by that team but is not aware of the specific details of those investigations, nor is the Receiver in a position to disclose additional information about those investigations that could potentially be compromising or otherwise interfere with those investigations.
13. To date, the Receiver has not received an inventory of the vehicles that have been seized by the Police; however, it is the Receiver's understanding that numerous vehicles have been seized from multiple locations. As various vehicles were re-vinned and deconstructed for parts, neither the Receiver nor the Police have visibility as to how many seized vehicles are the Property of AMG.
14. The Receiver has been in frequent communication with the Police and continues to co-operate with the Police amidst their ongoing investigations.

Guelph Line Lot

15. On March 14, 2025, the Second Bailiff attended the Guelph Line Lot with the Ontario Provincial Police ("OPP") and gained access to the premises pursuant to the Asset Recovery Order.
16. The Second Bailiff was able to recover the following six (6) Vehicles from the Guelph Line Lot:

VIN	Description	Financier/Registered Owner
1GRAA0629GW700610	2016 Great Dane Reefer Trailer	Equirex, A Division of Bennington Financial Corp. Bodkin, A Division of Bennington Financial Corp.
1UYVS3532P6804202	2023 Utility Trailer	Daimler Truck Financial Services Canada
1FUJA6CK55LN90440	Truck	8438048 Canada Inc. o/a AMG Global
5KJJBHDR3MLMT5821	2021 Western Star 5700XE	Canadian Western Bank Mercedes-Benz Financial Services Canada Corporation Daimler Truck Financial
4V4NC9EH1KN904918	2019 Volvo 760	Equirex, A Division of Bennington Financial Corp. Concentra Bank
4V4NC9EH8HN963523	Volvo Truck	Mitsubishi HC Capital Canada Inc.

17. The Second Bailiff located but was unable to remove the following three (3) Vehicles from the Guelph Line Lot due to poor ground conditions at the time of attendance, and will make arrangements to do so at a later date:

VIN	Description	Financier/Registered Owner
1UYVS2537CU444571	53' Trailer	B.J.S. Transport Ltd. o/a GFS Groups
1GRAA0620CW700845	53' Great Dane Trailer	B.J.S. Transport Ltd. o/a GFS Groups
5V8VC5320RT401712	2024 Vanguard VXP 53'	Canadian Western Bank

18. In summary, to date, through the Asset Recovery Order, the Receiver has been able to recover ten (10) Vehicles, with three (3) additional Vehicles to be moved once ground conditions improve. Of the ten (10) Vehicles recovered from the Kenderry Lot and the Guelph Line Lot, Shoker had previously advised the Receiver that four (4) of the Vehicles had been repossessed or returned to the applicable Financier and one (1) of the Vehicles was located at Vintage Logistics in Laredo, Texas.
19. The Receiver and its agents have not yet attended the Gibraltar Lot or the East Lot, which are the two other locations identified in the Asset Recovery Order, but intends to make efforts to do so in the coming weeks.

Vehicle Transfers to B.J.S. Transport

20. The Receiver has become aware that certain of AMG's Vehicles were transferred to B.J.S. Transport and those assets are currently in the possession of the Police. One of these Vehicles is a 2017 Mercedes-Benz Brabus, VIN# WDCYC5FF2HX280553 (the "**Brabus**"). Paul Motor Leasing registered a security interest in the Brabus on March 7, 2023, as appears in the PPSA Search Results. As part of the additional responses to the undertakings received on March 28, 2025, noted below, the Receiver was provided with a lease entered into on December 12, 2024 between Paul Motor Leasing and B.J.S. Transport for the lease of the Brabus. As of February 12, 2025, Paul Motor Leasing had not registered an interest in the Brabus against B.J.S. Transport, as appears under the B.J.S. Transport PPSA Search Results.
21. The Receiver has been advised that Shoker, directly and through his counsel, has contacted the Police and the Second Bailiff to have certain Vehicles released. The Receiver has advised the Second Bailiff and the Police that no assets should be released without the prior consent of the Receiver or order of the Court. Attached as **Appendix "E"** is a copy of the correspondence received from the Second Bailiff.

The Kenderry Lot Lease

22. On March 21, 2025, the Receiver received correspondence from counsel for 1000938708 Ontario Inc., the landlord of the Kenderry Lot, advising that AMG had defaulted on the terms of its lease agreement for the lease of those premises (the "**March 21 Lease Letter**"). A copy of the March 21 Lease Letter is attached hereto as **Appendix "F"**.

23. The lease was signed by Shoker on behalf of AMG and is dated September 20, 2024, with the leasing period specified as January 1, 2025 to December 31, 2027. Two (2) bank drafts were provided to Royal LePage Flower City Realty as a deposit for the lease. The first deposit was in the amount of \$100,000, paid with funds that were not yet cleared in AMG's CWB account on August 29, 2024. The second deposit was in the amount of \$86,450, provided by Jasvir on August 30, 2024. A copy of the lease and bank drafts are attached as **Appendix "G"**.
24. Prior to receiving the March 21 Lease Letter, the Receiver was not aware that AMG had leased the Kenderry Lot or that AMG was occupying those premises. Further, despite AMG being the tenant of the Kenderry Lot, the Receiver's Bailiffs were continuously denied access by the occupants of the premises. Shoker failed to advise the Receiver of AMG's lease at the Kenderry Lot, further frustrating the Receiver's attempts to recover AMG's assets.

Financial Transactions

25. The Receiver has received additional bank statements from various financial institutions where AMG held accounts, along with additional information pertaining to certain transactions. The Receiver's review of the statements showed the following total payments made to related parties:

Related Entity	Amount	Currency	Date Range Received
AMG Forwarding	\$ 589,600.00	CAD	September 2024 - December 2024
AMG Warehousing	\$ 17,000.00	CAD	September 2024 - October 2024
B.J.S. Transport	\$ 11,000.00	CAD	January 2025
Royal Bhatti	\$ 4,000.00	CAD	October 2025
Shoker	\$ 296,500.00	CAD	February 2024 - August 2024
Shoker	\$ 57,050.00	USD	February 2024 - August 2024

26. Further investigation into the nature and business reason(s) in support of the above transactions will be completed by BDO in its capacities as Receiver of AMG and as Trustee of the bankrupt estates of AMG and Shoker.

Assignment in Bankruptcy

27. On March 19, 2025, the Receiver assigned AMG into bankruptcy pursuant to the Bankruptcy Assignment Order, and BDO was appointed as trustee in bankruptcy ("**Trustee**"). The first meeting of creditors is scheduled for April 9, 2025. Attached as **Appendix "H"** is a copy of the creditors package.

Additional Responses to Undertakings

28. The Examination and Production Order required that Shoker provide complete responses to the undertakings given at his examination under oath on January 24, 2025, by March 25, 2025.
29. On March 28, 2025, the Receiver received additional responses to the undertakings. A copy of the responses to the undertakings, including the documents produced in response to the undertakings, is attached as Exhibit "A" to the Affidavit of Narinder Shoker sworn April 3, 2025.
30. The additional responses have been added to the undertakings chart that was delivered on January 31, 2025. Attached hereto as **Appendix "I"** is a copy of the undertakings chart that highlights the new information received on March 28, 2025. It is the Receiver's view that little to no new additional material information has been provided; Shoker continues to withhold information about the location of the Vehicles from the Receiver, and has provided very little, if any, detailed information in his responses.
31. In the Receiver's view, the only material new information provided in the additional responses to undertakings is the following:
 - (a) AMG disclosed that Breadner repossessed ten (10) vehicles from AMG and entered into new lease agreements with B.J.S. Transport in respect of those vehicles, and that Breadner sold five (5) trailers to 277 Ontario, which were the subject of registrations under the *Personal Property Security Act* ("**PPSA**") against AMG. The Receiver has contacted Breadner to confirm the accuracy of these statements, but as of the date of this Second Supplemental Report, the Receiver has not received a response from Breadner.
 - (b) AMG disclosed that the three vehicles which are the subject of PPSA registrations by Paul Motor Leasing have since been leased to B.J.S. Transport. The Receiver is investigating these lease arrangements.
32. In the Receiver's view, Shoker continues to frustrate the Receiver's ability to recover the property of AMG and remains in breach of the A&R Receivership Order. The limited recovery of assets to date has only been possible through extraordinary efforts of the Receiver, the Bailiffs engaged by the Receiver, and the involvement of the Police.

All of which is respectfully submitted this 4th day of April, 2025

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

Per:



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 11TH

JUSTICE PENNY

)

DAY OF MARCH, 2025

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

8438048 CANADA INC.

Respondent

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

ORDER
(BANKRUPTCY ASSIGNMENT ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer's Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

BANKRUPTCY ASSIGNMENT

1. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to:
 - (a) assign the Debtor, or cause the Debtor to be assigned, into bankruptcy (upon such assignment, the "**Bankrupt**"); and,
 - (b) to act as trustee in bankruptcy in respect of the Bankrupt (in such capacity, the "**Trustee**"), take possession and control of the assets of such Bankrupt for the purposes of this Receivership, and to pay the costs of such a bankruptcy from the proceeds of the Receivership, including, without limitation, the fees and disbursements of the Trustee.

GENERAL

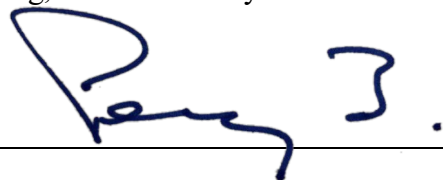
2. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

3. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

6. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.



A handwritten signature in blue ink, appearing to read "Perry J.", is written above a horizontal line.

CANADIAN WESTERN BANK

Applicant

-and- 8438048 CANADA INC.

Respondent

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

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(BANKRUPTCY ASSIGNMENT ORDER)**

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Lawyers for the Receiver, BDO Canada Limited

APPENDIX B

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

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TUESDAY, THE 11TH

JUSTICE PENNY

)

DAY OF MARCH, 2025

B E T W E E N:

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8438048 CANADA INC.

Respondent

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

ORDER
(ASSET RECOVERY ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer's Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

1. **THIS COURT ORDERS** that GFS International Inc. and AMG Warehousing & Distribution Inc. (the parties occupying the property municipally known as 455 Gibraltar Ave, Mississauga, Ontario (the "**Gibraltar Lot**")), any other occupants of the Gibraltar Lot, and any other person in power, possession or control of the Gibraltar Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the Gibraltar Lot.

2. **THIS COURT ORDERS** that any parties occupying the property municipally known as 6950 Kenderry Gate, Mississauga, Ontario (the "**Kenderry Lot**"), any other occupants of the Kenderry Lot, and any other person in power, possession or control of the Kenderry Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the Kenderry Lot.

3. **THIS COURT ORDERS** that AMG Global Forwarding Inc. and 14713737 Canada Inc. (the parties occupying the property municipally known as 7372 Guelph Line and 7388

Guelph Line, Campbellville, Ontario (the “**Guelph Line Lot**”), any other occupants of the Guelph Line Lot, and any other person in power, possession or control of the Guelph Line Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the Guelph Line Lot.

4. **THIS COURT ORDERS** that 1683643 Ontario Ltd. operating as Carry 4 U (the party occupying the property municipally known as 115 East Dr, Brampton, Ontario (the “**East Lot**”, and together with the Gibraltar Lot, the Kenderry Lot, and the Guelph Line Lot, the “**Lots**”)), any other occupants of the East Lot, and any other person in power, possession or control of the East Lot shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to the East Lot.

5. **THIS COURT ORDERS** that any person or other entity acting in any capacity whatsoever occupying or in power, possession, or control of (any “**Person**”) any real property, premises, or structures, whether fixed or temporary, upon which any Property of the Debtor is or is reasonably believed to be located (the “**Locations**”) shall provide the Receiver or its agents and representatives or any other party authorized by the Receiver, with immediate access to the Locations.

6. **THIS COURT ORDERS** that the immediate access provided for in paragraphs 1-5 includes allowing and/or facilitating the Receiver or its agents or representatives to enter into any locked premises, garages, and/or gated yards, and to remove any equipment that may be blocking the recovery of Property by the Receiver or its agents or representatives or any other party authorized by the Receiver.

7. **THIS COURT ORDERS** that the Receiver or its agents or representatives, or any other party authorized by the Receiver, are hereby authorized to enter the Lots and Locations and take immediate possession of and remove any Property from the Lots and Locations identified by the Receiver as owned or leased by the Debtor.

8. **THIS COURT ORDERS** that, for greater certainty, the authority under the above paragraph 7 includes taking immediate possession of and removing trailers bearing or reasonably believed to bear Vehicle Identification Numbers 527SR5328PL148827, 5V8VC5323RT401784, 527SR5328PL268207, 527SR5328PL168236, 527SR5328PL236857, 2SHSR5327RS508563, 527SR5328PL148214, 527SR5323PL136855, and 527SR5328PL146852 (the “**Transferred Trailers**”), and, if recovered, will be held by the Receiver pending further order of this Court.

9. **THIS COURT ORDERS** that except as required to comply with any other Order of this Court to deliver Property to the Receiver, no person or entity, other than the Receiver or its agents and representatives, or any other party authorized by the Receiver, may move, relocate, transport, or conceal from the Receiver any Property or Transferred Trailers in any manner whatsoever.

10. **THIS COURT ORDERS** that the Receiver shall not be required to make any payments to GFS International Inc., Lion Force Transport Inc., AMG Global Forwarding Inc., AMG Warehousing & Distribution Inc., 14713737 Canada Inc., 1683643 Ontario Ltd., or any Person, in respect of costs incurred or that may be incurred to facilitate the entry into the Lots and Locations and/or recovery of the Property or the Transferred Trailers by the Receiver or its agents or representatives or any other person authorized by the Receiver.

11. **THIS COURT ORDERS** that any local police or peace officers shall assist the Receiver or its agents or representatives in implementing the Amended and Restated Receivership Order of this Court dated January 16, 2025 and this Order, including by assisting the Receiver or its agents in gaining access to the Lots and Locations and recovering the Property or the Transferred Trailers, as requested by the Receiver or its agents or representatives.

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

13. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.



CANADIAN WESTERN BANK

Applicant -and- 8438048 CANADA INC.

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

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(ASSET RECOVERY ORDER)**

FASKEN MARTINEAU DUMOULIN LLP

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Lawyers for the Receiver, BDO Canada Limited

APPENDIX C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

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TUESDAY, THE 11TH

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DAY OF MARCH, 2025

B E T W E E N:

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

ORDER
(EXAMINATION AND PRODUCTION ORDER)

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) over the assets, undertakings, and properties of 8438048 Canada Inc. (the “**Debtor**”) was heard this day by videoconference.

ON READING the Motion Record of the Receiver dated February 28, 2025 and the Supplemental Motion Record of the Receiver dated March 10, 2025, including the First Report of the Receiver dated February 28, 2025 (the “**Receiver’s First Report**”) and the Supplemental First Report of the Receiver dated March 10, 2025, the materials filed on this motion, and on hearing the submissions of counsel for the parties and the Receiver and such other counsel as were present, no one appearing for any other person on the Service List, although duly served as appears from the Affidavit of Service of Christopher Maniaci sworn March 4, 2025 and the Lawyer’s Certificates of Service of Jennifer L. Caruso dated February 28, 2025, March 6, 2025, and March 10, 2025,

1. **THIS COURT ORDERS** that Narinder Shoker shall:
 - (a) respond in full to the undertakings found at Appendix “CC” of the Receiver’s First Report by no later March 25, 2025. For greater certainty, this includes but is not limited to producing the documents and records set forth in the Notice of Examination dated January 20, 2025;
 - (b) disclose the location of all vehicles and trailers used in the operation of the Debtor’s business;
 - (c) deliver possession of any of the Debtor’s Property to the Receiver, including but not limited to any vehicles or trailers, including any keys and ownership documents for those vehicles or trailers, that were used in the operation of the Debtor’s business; and,

(d) cease accessing, logging into, manipulating, altering, deleting or attempting to access, log into, manipulate, alter or delete any email accounts, electronic messaging systems and/or electronic database accounts used in connection with or relating to the business of the Debtor or by any officer, director, employee or representative of the Debtor.

2. **THIS COURT ORDERS** that Narinder Shoker and any other director, officer, employee, or representative of the Debtor shall cease operating and/or holding themselves out as the Debtor or operating the business and affairs of the Debtor under any other entity.

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to conduct examinations under oath of Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker. For greater certainty, nothing in this paragraph shall be construed as in any way limiting or altering the authority of the Receiver to conduct examinations under oath in accordance with paragraph 4(t) of the Amended and Restated Receivership Order dated January 16, 2025.

4. **THIS COURT ORDERS** Inderjit Walia, Manmeet Kaur Shoker, and Jasvir Kaur Shoker to attend any examination under oath that the Receiver may wish to conduct of any of them within seventy-two (72) hours of the Receiver issuing a notice of examination.

5. **THIS COURT ORDERS** that GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. shall forthwith:

(a) produce all books, records and documents of, or in any way related to or connected with, the Debtor, wherever located, including, without limitation, all financial

records, bank account statements, accounts receivables listings, customer invoices, supplier invoices and fleet and equipment leases, acquisitions and dispositions;

- (b) produce a list detailing the date, transaction type, relevant vehicle identification number, consideration paid and copies of all relevant documentation, such as invoices, receipts, service records and any other pertinent paperwork of all vehicle purchases, transfers, services, maintenance activities and any other related transactions between the Debtor and GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc., that occurred within the eighteen (18) month period preceding the date of this Order;
- (c) disclose the location of all vehicles and trailers used in, or in any way connected to, the operation of the Debtor's business; and,
- (d) deliver possession of any of the Debtor's Property to the Receiver, including but not limited to any vehicles or trailers, including any keys for those vehicles or trailers, that are being used by GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., and Royal Bhatti Transport Inc. in the operation of their respective businesses or otherwise in their possession or control.

6. **THIS COURT ORDERS** that, within seven (7) days of the date of this Order, Five Star Insurance Brokers Ltd. and Bhanu Rana produce to the Receiver a copy of the expired insurance policy binder for the insurance policies held by the Debtor.

7. **THIS COURT ORDERS** that if the Narinder Shoker, Inderjit Walia, Manmeet Kaur Shoker, Jasvir Kaur Shoker, GFS International Inc., AMG Warehousing & Distribution Inc., AMG Global Forwarding Inc., B.J.S. Transport Ltd., Royal Bhatti Transport Inc., Five Star Insurance Brokers Ltd., and Bhanu Rana fail to comply with this Order, the Receiver may apply to this Court for appropriate sanctions to be imposed against them.

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

9. **THIS COURT ORDERS** that this Order is effective from the date it is made and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.



A handwritten signature in blue ink, appearing to read "B.J.S.", is written over a solid horizontal line.

CANADIAN WESTERN BANK

Applicant -and- 8438048 CANADA INC.

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

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(EXAMINATION AND PRODUCTION ORDER)**

FASKEN MARTINEAU DUMOULIN LLP

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

Dylan Chochla (62137I)

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

Jennifer L. Caruso (79321K)

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

Lawyers for the Receiver, BDO Canada Limited

APPENDIX D



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00729834-00CL

DATE: March 11, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: CANADIAN WESTERN BANK v. 8438048 CANADA INC.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jeremy Bornstein	Counsel for the Applicant, Canadian Western Bank	jbornstein@cassels.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Dhanbir Jaswal	Counsel for the Respondent, 8438048 Canada Inc.	djaswal@jaswallaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jennifer L. Caruso Dylan Chochla	Counsel for the Receiver, BDO Canada Limited	jcaruso@fasken.com dchochla@fasken.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] The Receiver brings an omnibus motion for various heads of relief. The Receiver seeks orders: 1) finding that 8438048 Canada Inc. (the “Debtor”) and its principal, Narinder Shoker, have breached the Amended and Restated Receivership Order dated January 16,

2025 and, therefore, are in civil contempt of court; (2) granting the Receiver the authority to assign the debtor into bankruptcy; 3) enhancing the Receiver's authority to gain access to, and to seize certain property subject to the secured claims of the Canadian Western Bank; and 4) for the examination of, and production of documents from, third parties who would appear to have information relevant to fulfilling the Receiver's mandate under the Receivership Order.

- [2] The Debtor carried on business as a freight shipping, transport, and logistics management company. There are financing statement registrations by various creditors, including CWB and vehicle financing companies for approximately 109 unique Vehicle Identification Numbers relating to vehicle loans to the Debtor or equipment financing leases between the Debtor and various Financiers. The Debtor may have owned or financed up to 218 trucks and trailers.
- [3] Since this receivership began in December 2024, the Receiver has been stymied in its search for the Debtors assets. These efforts are detailed in the Receiver's reports and in the supporting affidavits. Suffice to say that the Receiver has not received the level of co-operation and forthright response one might reasonably expect to its enquiries from the Debtor and its principal, Mr. Shoker. Mr. Jaswal was acting for the Debtor but not for Mr. Shoker.
- [4] The material for this motion was served on the afternoon of February 28, 2025. Recently, Mr. Jaswal has been advised that he is being replaced; Mr. Dimonte is being retained by the Debtor and Mr. Shoker.
- [5] Mr. Dimonte submitted a letter indicating he is involved in a motion for summary judgment and is unable to attend. He asks for an adjournment of all of the relief sought on the motion today.
- [6] The request for an adjournment was strongly opposed by counsel for the Receiver and CWB. They submit that the recoveries of the Debtor's property have been actively thwarted by the conduct of Mr. Shoker and various others acting under his direction. They say that proper realizations cannot be pursued because of Mr. Shoker's prevarications and refusal to provide documents and other information. They further submit that the eleventh hour adjournment request is nothing more than a continuation of the delay tactics and obfuscation they have been experiencing to date.
- [7] The remedy of contempt is quasi-criminal in nature. A finding of contempt has serious consequences. Penalties for contempt can, and frequently do, involve terms of incarceration. Further, although I agree that time is of the essence, there is nothing particularly "urgent" about the contempt proceeding itself. This is especially so given that the Receiver itself is proposing, in the event of a finding of contempt, a subsequent period during which the Debtor and Mr. Shoker may purge their contempt.

- [8] It is for these reasons that I order the adjournment of the contempt portion of the motion to April 8, 2025 at 10:00 A.M. for half a day. This adjournment is peremptory on the Debtor and Mr. Shoker. The motion shall proceed, therefore, with or without counsel.
- [9] The respondents must provide all material in response to the contempt motion in a timely manner so as to ensure the motion proceeds, as scheduled, in an orderly manner.
- [10] The remaining relief is somewhat urgent. No excuse has been offered for why no material has been provided or for why these issues should not be decided today. The third parties were served with the material, filed no response and did not attend.
- [11] I am satisfied that the bankruptcy order is warranted in the circumstances. That order shall issue in the form signed by me this day.
- [12] I am likewise satisfied that the requested third party examinations and document production is appropriate and necessary in the circumstances. The order that Mr. Shoker answer undertakings within two weeks is also appropriate and necessary. Order to issue in the form signed by me this day.
- [13] Finally, and most importantly, I am satisfied that the Receiver must be granted immediate access to certain premises where, the evidence is, the Debtor's property has been located. If property subject to CWB's security is located, it must be preserved pending further proceedings to determine any disputes over priorities and/or entitlements. This order shall issue in the form signed by me this day.

A handwritten signature in blue ink, appearing to read "Penny J.", followed by a period.

Penny J.

APPENDIX E

From: [Parisi, Josie](#)
To: [Burrowes, Stephanie](#)
Subject: FW: [EXT] Fwd: Seizure of Motor Vehicles and Rolling Stock
Date: April-02-25 12:08:47 PM

From: David Wiebes <david@oblr.ca>
Sent: March 28, 2025 7:16 PM
To: Parisi, Josie <JParisi@bdo.ca>
Subject: [EXT] Fwd: Seizure of Motor Vehicles and Rolling Stock

Hello Josie, please see below email I received from Shoker's lawyer

David Wiebes President, CPAG Appointed Bailiff
Ontario Bailiff & Lien Registration Corp.
Global Equipment Company, LTD
Global Equipment, Finance Corporation
www.canadaliensearch.com
www.globalequipment.ca
www.oblr.ca

89 National St.
Garson, Ontario P3L 1M5
Mobile 705-698-9885
Office 705-585-2595
Fax 705-585-2563

Begin forwarded message:

From: David Wiebes <david@oblr.ca>
Date: March 28, 2025 at 5:34:04 PM EDT
To: Patrick Di Monte <patdimonte@on.aibn.com>
Subject: Re: Seizure of Motor Vehicles and Rolling Stock

Hello Patrick,

The items you are inquiring about will have to be directed to the police as they are the ones that seized the equipment under proceeds of crime. I am unable to help you in this matter.

David Wiebes President, CPAG Appointed Bailiff
Ontario Bailiff & Lien Registration Corp.
Global Equipment Company, LTD
Global Equipment, Finance Corporation

www.canadaliensearch.com
www.globalequipment.ca
www.oblr.ca

89 National St.
Garson, Ontario P3L 1M5
Mobile 705-698-9885
Office 705-585-2595
Fax 705-585-2563

On Mar 28, 2025, at 4:52 PM, Patrick Di Monte
<patdimonte@on.aibn.com> wrote:

Dear Sir,

I act for B.J.S. Transport Ltd. I understand that you or your agents may have seized two (2) pieces of rolling stock and an SUV from a location at or about Derry Road and Hwy 10 (Mississauga). This merchandise belongs to B.J.S. Transport Ltd. and my client is wondering whether you acted under and by virtue of a security interest or a court order or other authorization. We are instructed to retrieve this merchandise and until we are able to do so we would appreciate you confirming to us that the equipment has been safeguarded, maintained in good order and is safe from any further seizure or alienation. If we are incorrect in our assertion and you are able to shed some light on this matter, we would appreciate such.

This matter is of utmost urgency and we would appreciate your prompt response by telephone at 905-738-2101 x 22, by email at patdimonte@on.aibn.com or my cell phone at 416-417-7122. Should you require any authorization, we enclose a copy of an authorization.

Please provide the VIN numbers to vehicles that you have seized and advise the location of such.

Patrick Di Monte
(905) 738-2101 x 22

Di Monte & Di Monte LLP
Barristers & Solicitors
3100 Steeles Avenue West, Suite 211
Concord, Ontario, L4K 3R1

Tel: (905) 738-2101 Fax: (905) 738-1168

Notice of Confidentiality:

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender immediately by return electronic transmission and then immediately delete this transmission, including all attachments, without copying, distributing or disclosing same.

APPENDIX F



Imdad Junejo
905.276.0406
ijunejo@kmbllaw.com

3 ROBERT SPECK PARKWAY
SUITE 900
MISSISSAUGA, ONTARIO
CANADA L4Z 2G5
TELEPHONE: 905.276.9111
FACSIMILE: 905.276.2298
WEBSITE: KMBLAW.COM

March 21, 2025

Delivered by Registered Mail and Email

8438048 Canada Inc.
6950 Kenderry Gate,
Mississauga, ON
Attention: Narinder Singh Shoker

And to:

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
Attention: Tony Montesano

Dear Mr. Shoker and Mr. Montesano:

**Re: 1000938708 Ontario Inc. (the "Landlord") lease to 8438048 Canada Inc. (the "Tenant")
6950 Kenderry Gate, Mississauga, ON (the "Premises")
Matter #: 30855-1**

We act as solicitors for the Landlord in respect of the lease agreement (the "Lease") between the Landlord and Tenant for the Premises.

It has come to our attention that a receiver has been appointed for the Tenant. Pursuant to Section 14.01(c) of the Lease, the appointment of a receiver constitutes an event of default under the Lease. Accordingly, the Tenant is in breach of its obligations under the Lease, and the Landlord is entitled to exercise its rights and remedies pursuant to Section 14.02 of the Lease.

Pursuant to the Lease, the Tenant is now liable for accelerated rent in the amount of three (3) months' Base Rent, which is due and payable immediately. Accordingly, demand is hereby made for payment of the sum of \$279,675.00 (inclusive of HST) within five (5) business days from the date of this notice, being no later than March 28, 2025.

Further, Section 4.07 of the Lease refers to the security deposit held by the Landlord. If the required payment is not made within five (5) business days as specified above, the Landlord shall apply the security deposit toward the arrears without further notice and shall commence an action for the remaining balance owing under the Lease.

If the amount due is not paid in full by April 1, 2025, the Landlord reserves the right to exercise its option to terminate the Lease pursuant to Section 14.03(c). In such event, the Landlord shall re-enter the Premises for the purpose of re-letting it, without prejudice to its right to pursue the Tenant for all damages incurred as a result of the default, including but not limited to, any outstanding rent and costs associated with re-letting the Premises.

This notice is without prejudice to any other rights and remedies available to the Landlord under the Lease or at law, all of which are expressly reserved.

Should you have any questions or wish to discuss this matter further, please contact the undersigned immediately.

Yours truly,

KEYSER MASON BALL, LLP

A handwritten signature in cursive script that reads "Imdad Junejo".

Imdad Junejo
Associate Lawyer | Commercial Estate Practice Group

IJ/IHJ

cc. 1000938708 Ontario Inc.

APPENDIX G

LEASE AGREEMENT

DS
MK

Authentic
NS

THIS LEASE dated the 20th day of September, 2024,

BETWEEN:

1000938708 ONTARIO INC.,
(hereinafter called the "**Landlord**")

OF THE FIRST PART

-and-

8438048 CANADA INC.
(hereinafter called the "**Tenant**")

OF THE SECOND PART

**ARTICLE I
LEASE SUMMARY**

Section 1.01 Lease Summary. The following is a summary of some of the Basic Terms of this Lease, which are elaborated upon in the balance of this Lease. For details of the terms referred to below, recourse should be had to the balance of this Lease. This Section 1.01 is for convenience and if a conflict occurs between the provisions of this Section and any other provisions of this Lease, the other provisions of this Lease shall govern.

- (a) **Premises:** The Lands and the Building municipally known as 6950 Kenderry Gate, Mississauga, ON
- (b) **Rentable Area of the Building:** Approximately 3.73 acres and 9,342 square feet (flex building).
- (c) **Initial Term:** three (3) years.
- (d) **Commencement Date:** January 1, 2025
- (e) **Expiry Date:** December 31, 2027
- (f) **Base Rent:**

Term	Per Annum +HST	Per Month + HST
January 1, 2025 – December 31, 2025	\$990,000.00	\$82,500.00(January 2025 is rent free period)
January 1, 2026 – December 31, 2026	\$1,024,650.00	\$85,387.50
January 1, 2027 – December 31, 2027	\$1,060,512.72	\$88,376.06

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MR

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The Base Rent payable by the Tenant under this Lease shall be inclusive of all amounts owed for realty taxes, maintenance, and the Landlord's insurance premiums. Accordingly, the Tenant shall not be responsible for any additional payments related to realty taxes, common area maintenance costs, or the Landlord's insurance premiums, as such costs are included in the Base Rent.

- (g) **Use of Premises/Permitted Use:** Truck Terminal, general warehouse and repair shop, and offices for management and ancillary uses but no other use or purpose.
- (h) **Extended Term:** one (1) additional term of three (3) years; or five (5) years upon mutual agreement at the time of exercise of the Extension Option (the "**Extended Term**" and defined below).

Section 1.02 Schedules. All Schedules to this Lease are incorporated into and form an integral part of this Lease.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. The terms defined in this ARTICLE II shall have the following meanings whenever used in this Lease:

"**Additional Rent**" shall mean all monetary obligations, other than Base Rent, of the Tenant whether to the Landlord or otherwise under the terms of this Lease, whether or not specified as Additional Rent herein.

"**Affiliate**" has the meaning given to such term in the *Business Corporations Act*, R.S.O. 1990, c. B.16 (OBCA) in force as of the date of this Lease.

"**Alterations**" shall mean any change, alteration, addition, or improvement to the Premises following completion of the initial Tenant Improvements.

"**Authorities**" shall mean any government, governmental agency, board, branch, department or other governmental authority, whether federal, provincial or municipal, having jurisdiction over all or part of the Premises or the Parties.

"**Base Rent**" shall have the meaning set forth in Section 1.01(f) and payable by the Tenant in accordance with Section 4.02 hereof.

"**Basic Terms**" means those terms of this Lease set out in Section 1.01 hereof.

"**Building**" shall mean the building or buildings including all fixtures, improvements and amenities located on the Lands.

"**Building Standard**" means the reasonable standards and practices adhered to and observed from time to time by prudent owners and operators of similar good class industrial buildings in the vicinity of the Premises comparable with the Premises and in applying such standards and practices to the Premises at any particular time during the Term (and any extension thereof) the age of the Premises shall be taken into consideration.

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"Business Day(s)" shall mean any day of the week excluding Saturday, Sunday and statutory holidays in the province in which the Premises are situate and "day" shall mean a calendar day.

"Capital Taxes" means the taxes or excises imposed by any and all taxing Authorities having jurisdiction upon the Landlord based upon or computed by reference to the capital employed or invested by the Landlord in the Lands, the Building and improvements thereon.

"Commencement Date" shall have the meaning set forth in Section 1.01(d).

"CTA" shall mean the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7, as amended, including any further amendments thereto, or any statute which replaces or supersedes the CTA.

"Encumbrances" means any and all charges, liens, registrations, clouds, or defects in title, access deficiencies, zoning deficiencies, other impediments to development, or any other thing or matter affecting the Premises that would be considered at common law or by statute as an "encumbrance".

"EPA" shall mean the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended from time to time, or any statute which replaces or supersedes the EPA.

"Environmental Laws" means any and all applicable Laws as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree, or judgment, regulating, relating to, or imposing liability or standards of conduct concerning protection of the environment or, to the extent relating to exposure to substances that are harmful or detrimental to the environment, or human health or safety, including the EPA, and all other legislation, regulations and applicable orders, decisions or the like rendered by any Authority relating to any Hazardous Substances.

"Event(s) of Default" shall have the meaning set forth in Section 14.01 hereof.

"Expiry Date" shall have the meaning set forth in Section 1.01(e), as same may be extended by any Extended Terms, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

"Extended Term" shall mean any extension of the Term pursuant to a right granted to the Tenant under Section 19.01 hereof or otherwise agreed to by the Parties.

"Extension Option" shall mean, collectively, the options to extend the Term for the First Extended Term and Second Extended Term contemplated in Section 19.01 hereof.

"Fair Market Base Rent" shall mean the arm's length fair market annual rental rate under renewal leases entered into on or about the date on which the Fair Market Base Rent is being determined hereunder for space comparable to the Premises taking into consideration size, age and location.

"Force Majeure Event" means any act of God, flood, fire, earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, Health Emergency, epidemic, pandemic, quarantine, or any similar events whatsoever not within the reasonable control of the party affected, but only if and to the extent that: (i) such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party; and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this

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Lease but lack of funds on the part of such party shall be deemed not to constitute a Force Majeure Event, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations under this Lease and to mitigate the consequences thereof.

"**GAAP**" shall mean generally accepted accounting principles in effect from time to time.

"**Hazardous Substances**" shall mean those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants.

"**Health Emergency**" means a situation in which the Landlord determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority, that occupants, Tenants, invitees or contractors working in or on the Premises are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health including, by way of example, severe acute respiratory syndrome (SARS) virus, the 2009 H1N1 flu and the 2019 novel coronavirus disease (COVID-19).

"**HST**" shall mean all goods and services taxes and/or harmonized sales tax exigible under the *Excise Tax Act*, R.S.C. 1985, c. E-15, sales taxes, use, consumption, value-added taxes, multistage taxes, business transfer taxes or other similar taxes, rates, duties, levies or fees assessed, levied, rated, charged or imposed on the Landlord or the Tenant in respect of this Lease, Rent, the rental of space under this Lease or the goods and services provided by the Landlord hereunder, calculated in accordance with applicable legislation.

"**HVAC**" shall mean the heating, ventilation and air conditioning systems.

"**Initial Term**" shall have the meaning set forth in Section 1.01(c).

"**Interest Rate**" shall mean the Prime Rate plus five percent (5%) per annum but, in no event, in excess of the maximum permissible interest rate then in effect in Canada.

"**Land**" shall mean the lands and premises identified in **Schedule A** hereof.

"**Laws**" shall mean all laws, bylaws, statutes, and ordinances (including building codes and zoning ordinances and regulations), rules, orders, ordinances, rulings, decrees, guidelines, policies, directives, and requirements of all Authorities, whether now or hereafter in force, respecting the use, condition and occupation of the Premises and all Leasehold Improvements, trade fixtures, furniture, fixtures, equipment and contents thereof, and which may be applicable to the Premises, or any part thereof, including, without limitation, any reciprocal easement, covenant, restriction, or other agreement, restriction of easement of record affecting the Premises as of the date of this Lease or subsequent thereto.

"**Lease**" shall mean this lease agreement between the Landlord, as landlord, and the Tenant, as tenant, as amended, amended and restated, renewed, extended, supplemented, replaced, or otherwise modified from time to time.

"**Leasehold Improvements**" means all fixtures, improvements, installations, Alterations and additions now or from time to time hereafter made, erected or installed, whether by the Tenant, the Landlord or anyone else, in the Premises with the exception of trade fixtures, racking, and furniture and equipment not of the nature of fixtures, but includes all of the following, whether or not any of the same are in fact

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Tenant's or trade fixtures and whether or not they are easily disconnected and moveable: doors, immovable partitions and hardware; mechanical, electrical and utility installations; carpeting, other affixed floor and window coverings and drapery hardware; decorations; HVAC equipment; lighting fixtures; built-in furniture and built-in furnishings; counters in any way connected to the Premises or to any utility services located therein.

"Operating Expenses" shall have the meaning set forth in Section 5.01 hereof.

"Permitted Encumbrances" means all those Encumbrances listed in the schedule annexed to this Agreement as Schedule D if applicable.

"Permitted Use" shall have the meaning set forth in Section 1.01(g).

"Premises" shall mean the Lands, together with the Building and all other structures, improvements, equipment and facilities of any kind erected or located on the Lands from time to time with approximately 3.73 acres and 9,342 square feet located in the Building and the Lands.

"Prime Rate" shall mean the rate of interest per annum established and published as its prime lending rate from time to time by the Landlord's bank, or any successor thereto.

"Rent" shall mean Base Rent and Additional Rent.

"Second Extended Term" has the meaning set forth in Section 19.01(b) hereof.

"Structure" means the structural elements of the Building, including the foundation, exterior wall assemblies including weather walls, load bearing walls, floor slab, roof, roof deck, and structural columns.

"Taxes" means all taxes, rates, duties, levies, fees and assessment whatsoever (imposed by any and all taxing Authorities having jurisdiction) levied, charged or assessed upon the Rents or the Premises or upon any part or parts thereof and all improvements now or hereafter erected or placed on the Lands or charged on account thereof, including but not limited to local improvement charges (but excluding profit and excess profit taxes and taxes assessed upon the inform of the Landlord). In addition to the foregoing, Taxes shall include any and all taxes, charges, levies or assessments which may in the future be levied, charged or assessed in lieu thereof or in addition thereto.

"Tenant" shall mean the entity defined as such in the first paragraph of this document, and its permitted successors and permitted assigns.

"Term" shall mean the Initial Term and any Extended Terms.

"Transfer" shall have the meaning set forth in Section 11.01 hereof.

"Transferee" shall have the meaning set forth in Section 11.01 hereof.

ARTICLE III LEASE OF PREMISES AND TERM

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Section 3.01 Premises. In consideration of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby leases to Tenant, and the Tenant hereby leases from the Landlord, the Premises.

Section 3.02 Term. The Term of the Lease shall begin on the Commencement Date and end on the Expiry Date (as such Term may be extended pursuant to Section 19.01 hereof), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Laws.

Section 3.03 Acceptance of Premises. The Tenant acknowledges that it has inspected the Premises, the Leasehold Improvements and that the existing improvements, if any, are acceptable except as otherwise provided in Schedule C herein. Upon completion of the items set out in Schedule C, the Landlord shall provide the Tenant with notice of such completion, after which the Tenant shall have five (5) days to inspect the Premises before taking possession, subject to Section 4.03. During this inspection period, the Tenant may confirm that the items in Schedule C have been completed to its reasonable satisfaction. The Tenant acknowledges that it is taking possession of the Premises on an "as is" basis and that neither the Landlord, the Landlord's Broker, nor any of the Landlord's agents, has made any oral or written representations or warranties expressed or implied of any kind whatsoever in respect of the Premises, including in connection with the condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Premises. The Landlord represents and warrants that, to the best of its knowledge, the Premises are in compliance with all applicable laws, regulations, and codes, and the Landlord is not aware of any non-compliance with such laws, regulations, or codes

Section 3.04 Quiet Enjoyment. The Landlord covenants and agrees that, if and so long as the Tenant pays the Rent and all other amounts payable under this Lease and observes and performs all provisions of this Lease that are to be complied with by the Tenant, the Tenant may peaceably and quietly enjoy the Premises for the Term without interruption or disturbance by the Landlord or any person acting by, through or under the Landlord, subject always to the Landlord's rights under the provisions of this Lease and the Permitted Encumbrances.

Section 3.05 Tenant Fixturing Period. From the date of delivery of the Premises to the Tenant in the condition required by this Lease until the Commencement Date (but not including the Commencement Date), provided:

- (a) The Tenant has executed the Lease in a form acceptable to the Landlord;
- (b) The Tenant has provided the Landlord with evidence of insurance in accordance with the terms of the Lease
- (c) The Landlord has substantially completed any Landlord's Work in Schedule C;
- (d) The Tenant has provided all deposits and other security required under the Lease;
- (e) The Landlord and Tenant have mutually agreed in the past and signed the first lease agreement which was determined to commence on December 01, 2024 ("Commencement Date"). In anticipation of this, the Tenant had provided notice to their previous landlords to vacate their current premises by November 30, 2024, thereby facilitating the transition to the new lease as of the Commencement Date of January 1, 2025

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- (f) From December 10 2024, the Tenant shall be granted access to the truck parking, trailer parking for about 30-35 parking spots and dock area for the purposes of conducting fixturing activities ("Fixturing Period"). During the Fixturing Period, which shall commence on the Commencement Date and extend for the duration necessary for fixturing, no rent shall be payable by the Tenant, except services provided by the Landlord and used by the Tenant for the Premises. The month of January is a rent free period for tenant where no rent will be paid to do necessary fixturing.
- (g) During this time period, the Tenant shall be bound by all the provisions of this Lease, and this arrangement is made by mutual consent of both the Landlord and the Tenant, forming an integral part of this agreement.

The Tenant, at its sole expense, shall perform and complete the Tenant's Work in accordance with and as described on Schedule C (and other relevant provisions of this Lease). During such time period, provided no Event of Default has occurred and is continuing, the Tenant shall not be required to pay Base Rent and Additional Rent, except that Tenant shall pay the costs of all utilities consumed by the Tenant and Landlord's services used by the Tenant for the Premises. During such time period, the Tenant shall be bound by all the provisions of this Lease, except for the requirement to pay Base Rent and Additional Rent as set out in this Section 3.05.

ARTICLE IV RENT

Section 4.01 Rent. The Tenant shall pay to the Landlord, at such address as shall be designated from time to time by the Landlord in writing during the Term, in lawful money of Canada without any demand, set off, abatement, compensation or deduction whatsoever, on the days and at the times specified herein, Rent.

Section 4.02 Base Rent.

- (a) Commencing on the Commencement Date, the Tenant shall pay to the Landlord a fixed minimum annual rent ("**Base Rent**") for each year of the Initial Term in the annual amount(s) described as Base Rent in Section 1.01(f) hereof, to be paid in equal monthly instalments as described as Base Rent in Section 1.01(f) hereof, in advance on the first day of each month during the Term, without notice or demand.
- (b) Base Rent due for any period of less than twelve (12) months (or any monthly installment of Base Rent due for any period of less than a full month) shall be appropriately apportioned based upon a 365-day year (or based upon the number of days in such month).
- (c) Notwithstanding anything to the contrary contained herein, if the Landlord's Work is not completed by January 31, 2025, the Tenant shall only be obligated to pay for taxes, maintenance, and insurance ("**TMI**") and the cost of utilities consumed for the month of January 2025.

Section 4.03 Delay in Possession.

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In the event that construction of the Landlord's Work which includes the repair shop and office is delayed beyond January 31, 2025, the Tenant shall be responsible for the payment of shall only be obligated to pay for taxes, maintenance, and insurance ("TMI") and the cost of utilities consumed for the month and Trailer Parking at \$37,500.00 per month, and Truck Parking at \$11,000.00 per month, commencing from the date each Component of the work is completed and possession is granted to the Tenant. Upon the Tenant being granted possession of the Components, Tenant shall resume payment of Base Rent except the warehouse which is \$7,500 as described in Section 1.01(f). The warehouse rent and lease will start when it will be completed and possession will be granted to the tenant.

Section 4.04 Calculation of Base Rent.

- (a) The Base Rent set out in Section 4.02 and Section 1.01(f) hereof, shall not be adjusted based on the Rentable Area of the Building or the area of the Lands.
- (b) If the Tenant is entitled to and properly exercises its Extension Option in accordance with the terms of Section 19.01 of this Lease, the Base Rent payable with respect to the Extended Term shall be an amount as determined pursuant to Section 19.01(c) hereof.

Section 4.05 Additional Rent.

- (a) The Tenant shall pay to the Landlord all Additional Rent that is payable to the Landlord pursuant to the terms and conditions of this Lease within five (5) days after written demand therefore from the Landlord, unless a different time period is specified in this Lease.
- (b) The Tenant shall pay all Additional Rent owing to any supplier of utilities, supplies or other directly and promptly provide the Landlord, upon reasonable request, proof of payment thereof.

Section 4.06 Payments of Base Rent and Additional Rent. All Base Rent and Additional Rent (such Additional Rent that is due and owing to the Landlord pursuant to the terms and conditions of this Lease) shall be paid, without notice or demand, except as otherwise specifically provided in this Lease:

- (a) by cheque, made payable to the Landlord at such address as shall be designated from time to time by the Landlord in writing during the Term (and any extension thereof) or to such other parties and at such other addresses as the Landlord shall direct by notice to the Tenant from time to time;
- (b) at Landlord's or Tenant's option (at any time upon not less than five (5) days' prior written notice), by wire transfer of immediately available funds to an account at a bank designated by the Landlord in writing; or
 - (i) by any other method reasonably requested by the Landlord. At the Landlord's option, Landlord may require the Tenant to participate in a pre-authorized payment plan or to deliver, at the beginning of a Lease Year, a series of monthly post-dated cheques for Base Rent and/or Additional Rent for a Lease Year.

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Section 4.07 Security Deposit. At the time of Tenant's execution of this Lease, Tenant shall deliver the sum of one hundred ninety-three thousand eighty nine dollars and ninety five cents (\$193,089.95) (the "**Security Deposit**") representing the first and last month's Base Rent plus applicable taxes to Landlord to be applied first to the Rent due and payable for the first month of the Term and the remainder to be held as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion and upon notice to the Tenant, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall, within five (5) days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit. Provided the Tenant is not in default under the Lease at the expiry of the Term or any extension thereto, the Security Deposit shall be applied to last month's Rent.

Section 4.08 Late Payment. If any payment of Rent, or any other charge or expense payable under this Lease is not received by the Landlord on the applicable due date, the Tenant shall pay to the Landlord, as Additional Rent, interest on the overdue amount to the Landlord at the Interest Rate. Such overdue payment shall bear interest from the applicable due date, without regard to any grace period, until the date such payment is received by the Landlord. Such payment shall be in addition to, and not in lieu of, any other remedy the Landlord may have.

Section 4.09 Payment of Sales Tax/HST. During the Term (and any extension thereof), the Tenant shall pay the full amount of all HST, sales, use, excise, and rental taxes levied, assessed, or payable for or on account of this Lease, or the rent payments contemplated by this Lease, or the rents and other sums of money payable under or by virtue of the Lease. Such payments shall be made directly to the Landlord together with and at the same time as Rent, or otherwise as provided by Law. For greater certainty, HST shall be payable at the same time as the Tenant pays Rent to the Landlord.

ARTICLE V OPERATION OF PREMISES AND OPERATING EXPENSES

Section 5.01 Operation of Premises. The Tenant shall be responsible and shall actively and diligently throughout the Term (and any extension thereof) pay and perform all managerial, administrative and operation functions relating to the Premises and this Lease, to be managed and maintained to Landlord's requested reasonable standard and performed in the same manner as would a prudent owner. Without limiting the generality of the foregoing, the Tenant shall perform and pay for, subject to any other provision in this Lease:

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- (a) All costs and expenses for the operation, maintenance, repair, replacement and management of and related to the Premises and all improvements thereon (except for structural elements), and the Tenant shall attend to same on a timely basis and in such a manner as would a prudent owner of a property such as the Premises, and in order that the Premises shall be operated and kept to Building Standard;
- (b) All obligations of the Landlord in consequence of its interest in the Premises, such as landscaping, fences, gates, sprinkler systems and maintaining all outside areas and maintaining, cleaning and clearing of ice and snow from municipal sidewalks, adjacent property and the like, policing, supervision and traffic control.

ARTICLE VI TAXES

Section 6.01 Taxes Payable by Tenant. During the Term (and any extension thereof), the Tenant shall pay:

- (a) The Taxes charged on the Premises of a kind and nature not relating to real property taxes for which the Landlord is responsible under the Lease;
- (b) All Taxes charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in the Premises or any part thereof;
- (c) Every Tax which is levied, rated, charged or assessed against or in respect of every business carried on in the Premises or in respect of the use or occupancy thereof by the Tenant and every subtenant or licensee of the Tenant or against the Landlord on account of its interest in the Premises, and whether in any case, any such Taxes are rated, charged or assessed by any federal, provincial, municipal, school or other body during the Term; and
- (d) The full amount of all HST as provided for in Section 4.08 of this Lease.

In any calendar year of the Term in which the Tenant does not lease the Premises for the entire twelve-month period, the Tenant shall only be responsible for its pro rata share of the applicable Taxes.

Section 6.02 Payment of Tenant's Tax Obligations.

- (a) During the Term, the Tenant shall be responsible to:
 - (i) Pay promptly directly to the relevant taxing authority as and when due all Taxes that are levied, rated, charged or assessed from time to time, in respect of the Premises that are not related to real property tax bill or assessment notice rendered by any lawful taxing authority;
 - (ii) Promptly deliver to the Landlord receipts evidencing the payment of all such Taxes and such other information in connection therewith as the Landlord reasonably requires.

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- (b) The Tenant shall pay all Taxes when they become due and payable, before any interest, penalty, fine or cost may be imposed for late or non-payment, to the department, office or bureau charged with their collection. If the Tenant should fail to pay any Taxes as required under this Section 6.02, the Landlord shall have the right to pay such Taxes at the Tenant's expense, and the Tenant shall pay to the Landlord as Additional Rent, upon demand, all costs and expenses incurred therefor.
- (c) Notwithstanding any other section of this Lease, the amount payable by the Tenant under this Section 6.02 shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.
- (d) Upon expiry or earlier termination of the Term, the Landlord shall pay to the Tenant any overpayment or accrued credit balance of the Taxes paid by the Tenant to the taxing authority by the Tenant. Notwithstanding the foregoing, the Tenant acknowledges that there may be a delay in the invoicing of property taxes and business taxes for the Land or Premises for the last year of the Term and that for the last year of the Term, the Tenant shall be responsible for payment of its pro-rata share.

Section 6.03 Contest of Taxes. The Landlord, acting reasonably, may contest any Taxes and appeal any assessments related thereto and may withdraw any such contest or appeal or may agree with the relevant Authorities on any settlement in respect thereof. The Tenant will co-operate with the Landlord in respect of any such reasonable contest and appeal and shall provide to the Landlord such information and execute such documents as the Landlord reasonably request to give full effect to the foregoing. If the Tenant desires to contest any Taxes or appeal any assessments related thereto, it shall not do so without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. The Tenant shall promptly upon request pay all reasonable costs and expenses, including without limitation legal expenses incurred by the Landlord arising out of such contest or appeal by the Landlord or the Tenant, and indemnify the Landlord against all costs, liabilities or damages incurred by the Landlord arising out of such contest or appeal by the Landlord or the Tenant. While any such contest or appeal by either the Landlord or the Tenant is in progress, the Tenant shall continue to pay the Taxes as if such contest or appeal had not been commenced.

ARTICLE VII USE

Section 7.01 Permitted Use. The Tenant shall use the Premises only for the Permitted Use and shall not use the Premises for any other purposes. The Tenant acknowledges that the Landlord is making no representation or warranty as to the Tenant's ability to use the Premises for its intended use and the Tenant shall, prior to executing this Lease, perform such searches and satisfy itself that its use is permitted under applicable Laws.

Section 7.02 Waste and Nuisance.

- (a) The Tenant shall not cause, or knowingly suffer or permit any waste or damage to the Premises or Leasehold Improvements nor permit any overloading of the floors thereof and shall not use or knowingly permit to be used any part of the Premises for any dangerous, noxious or offensive activity or goods except in the ordinary course of the

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Permitted Use. The Tenant shall take every reasonable precaution to protect the Premises from risk of damage by fire, water or the elements or any other cause.

- (b) The Tenant shall conduct its business on the Premises in keeping with the Building Standard, except in the ordinary course of the Permitted Use. The Tenant shall not use or permit to be used any part of the Premises for any dangerous, noxious or offensive trade or business nor use the Premises in any manner which, in the opinion of the Landlord acting reasonably, is detrimental to the Premises, nor keep, sell, use, handle or dispose of any goods or things which may be objectionable nor cause or maintain any nuisance in, at or on the Premises nor cause any annoyance, nuisance or disturbance to the occupiers or owners of any adjoining lands. To that end, the Tenant covenants and agrees that it shall not cause, suffer or permit any fumes, odours, noise or other element, any of which is determined by the Landlord, acting reasonably, to be a nuisance or disturbance, to emanate from the Premises; if the Landlord, acting reasonably, determines that any such fumes, odours, noise or other element is emanating from the Premises in such manner as to cause any nuisance or disturbance, the Tenant shall forthwith, upon notice from the Landlord, cause same to be rectified.

Section 7.03 Waste Removal. The Tenant shall not allow any refuse, garbage, or any loose, objectionable material to accumulate in or about the Premises and will at all times keep the Premises in a clean and neat condition in accordance with Building Standard. The Tenant, at its expense, shall at all times comply with the Landlord's reasonable rules and regulations regarding the separation, removal, storage and disposal of waste for the Premises. The Tenant shall be responsible for all costs of removal of waste from the Premises, and all waste from the Premises shall be kept in appropriate containers within the Premises in compliance with Laws.

Section 7.04 Compliance with Laws.

- (a) The Tenant shall be solely responsible for obtaining from all relevant Authorities all necessary permits, licences and approvals as may be necessary to permit the Tenant to hold this Lease and to occupy the Premises and conduct its business thereon, as required by all Laws, including without limiting the generality of the foregoing, any necessary extra-provincial license, any necessary licence under applicable legislation and any necessary approvals under the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), or any similar legislation.
- (b) The Tenant shall be responsible for and shall comply at its own expense with all Laws and the Tenant shall promptly perform all necessary repairs, Alterations, changes and improvements to the Premises and the Tenant's business, use, or occupancy thereon in order to comply with such Laws.

Section 7.05 Signs. The Tenant covenants and agrees not to erect, install, display or affix any sign or signs on the Lands or any part of the exterior of the Building without the prior written approval of the Landlord, not to be unreasonably withheld, and subject to applicable municipal and other governmental regulations. The Tenant shall, unless the Landlord requires otherwise, remove all such signage at the expiration of the Term, or other sooner termination thereof, and forthwith repair all damage which may be caused or occasioned by such affixing and/or removal and this covenant shall survive the expiry or other termination of the Term.

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ARTICLE VIII ENVIRONMENTAL MATTERS

Section 8.01 Hazardous Substances. The Tenant covenants with the Landlord that it shall not use or permit or suffer the use of the Premises or any part thereof to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce, process or contain any Hazardous Substance except in strict compliance with all Environmental Laws, including, without limitation, the EPA and all other Environmental Laws in respect of environmental, land use, occupation or health and safety matter. In the event the Tenant fails to comply with any such Environmental Laws, the Landlord may, but shall not be obligated to, do such things as necessary to effect such compliance, and all costs and expenses incurred by the Landlord in so doing, together with an administration charge equal to fifteen percent (15%) of such costs and expenses, shall be payable forthwith by the Tenant to the Landlord as Additional Rent.

Section 8.02 Communication of Orders, Directives or Notices. The Tenant covenants with the Landlord that it shall forthwith notify the Landlord upon receipt of any order, directive, notice or other communication whatsoever received from any governmental or other authority relating to any Environmental Laws, which notice shall be accompanied by a copy of such order, directive, notice or other communication and the Tenant shall keep the Landlord advised on a weekly basis of the Tenant's progress in complying with same.

Section 8.03 Landlord Access. The Landlord, acting reasonably, shall be entitled at any time or times upon prior written notice and during business hours to inspect the Premises and to conduct such other investigations as in its sole discretion it deems necessary for the purpose of satisfying itself as to compliance by the Tenant with all Environmental Laws and with all provisions of this Lease. Without limiting the generality of the foregoing, the Landlord, acting reasonably, shall have the right upon prior written notice and during business hours to conduct such physical inspections of the Premises and examination of documentation relating to the Premises and the conduct of business thereon by the Tenant, as it may deem necessary and for such purpose the Tenant shall produce, at the offices of the Tenant, all of its relevant files, books, records, statements, plans and other written information in the Tenant's possession relating to the operations of the Tenant thereon, provide that all of such information shall be used by the Landlord solely for the purpose of ensuring compliance by the Tenant with the provisions of this Lease and shall otherwise be kept strictly confidential. In exercising its rights hereunder, the Landlord covenants to use reasonable best efforts to minimize interference with the Tenant's use and enjoyment of the Premises.

Section 8.04 Indemnification re: Environmental Matters by the Tenant.

The Tenant covenants with the Landlord that it shall indemnify and save harmless the Landlord and all of its servants, agents, employees, officers, and directors, contractors and persons for whom the Landlord is at law responsible, against any and all liabilities, claims, damages, interests, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever, including without limitation costs of professional advisors and consultants and experts in respect of investigation, remedial action and clean-up costs and expenses, arising in any manner whatsoever out of:

- (a) Any breach by the Tenant of any provisions of this Lease or any non-compliance during the Term with any Environmental Laws;
- (b) Any act or omission of any persons on the Premises (other than the Landlord or those for whom the Landlord is at law responsible) during the Term or any use or occupancy of or any thing in, on, under or about the Premises during the Term, including, without

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limitation, the generating, manufacturing, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Tenant or any other person (other than the Landlord or those for whom the Landlord is at law responsible) in, on, under or about the Premises during the Term, and any nuisance arising therefrom;

- (c) Any contamination of the Lands in excess of the baseline contamination shown in the Phase I Environmental Site Assessment (ESA) report prepared by EXP Services Inc. dated December 21, 2023, and the Groundwater Sampling Program Report dated January 5, 2024 attached hereto as Schedule F.
- (d) Any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, concessionaires, contractors or persons for whom the Tenant is at law responsible on or about the Premises or elsewhere during the Term; or
- (e) Any illness, injury or death of persons, or any loss or damage to property, on or about the Premises, except to the extent caused by any act or omission of the Landlord or those persons for whom the Landlord is at law responsible.

The obligations set out in this Section 8.04 shall survive the expiration or earlier termination of this Lease.

Section 8.05 Intentionally Deleted

Section 8.06 Remedial Action. The Tenant covenants, if at any time required by the Landlord, acting reasonably, or by any governmental or other authority pursuant to any Environmental Laws, to take all remedial action required by Environmental Laws in respect of any Hazardous Substances generated, manufactured, refined, treated, transported, stored, handled, disposed, transferred, produced or processed during the Term in, on, under or about the Premises or emanating therefrom, including without limitation, any repairs or replacements to the Premises or Leasehold Improvements in or on the Premises. The obligations set out in this Section 8.06 shall survive the expiration or earlier termination of this Lease.

Section 8.07 Removal. At the expiry or earlier termination of the Term, the Tenant shall remove, to the extent required by Environmental Laws, any and all Hazardous Substances from the Premises which have been brought on to the Premises by or on behalf of the Tenant during the Term or which are present at the Premises as a result of the use or occupation of the Premises by the Tenant during the Term.

ARTICLE IX SERVICES AND UTILITIES

Section 9.01 Utility and Service Charges. The Tenant shall pay, directly to the appropriate supplier on the due date, all charges for services and utilities including electricity, gas, air conditioning, heating, fuel, water, sewer, telephone and security delivered or provided to or made available upon the Premises, and other costs which are metered, charged, levied or rated directly to the Tenant in respect of the Premises, and if, at any time, for any reason, during the Term or any renewal or extension thereof, the Landlord is required to pay any or all of the foregoing, then a sum equal to the amount so paid shall forthwith become due and be collectible upon demand, failing which such sums shall become Additional Rent and the Landlord shall have the same rights and remedies with respect to the said

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sums as if same were Rent hereunder. The Tenant shall pay on the due date all costs for all fittings, connections and meters and all work or services performed in connection with any services or utilities provided to or in respect of the Premises. Then Tenant shall deliver to the Landlord upon request, receipted invoices or other reasonable proof of the timely payment of such utilities.

Section 9.02 Heating. The Tenant covenants and agrees to heat the Premises at its own expense to a reasonable temperature to prevent the occurrence of any damage to the Premises by cold, frost, or humidity. The Tenant shall, at its expense, keep the heating and air conditioning equipment in good repair and shall promptly attend to any required maintenance or repairs in accordance with the manufacturer's or supplier's specifications and instructions. The Landlord shall be responsible for the replacement of the HVAC equipment, if necessary, except where such replacement is required due to the Tenant's willful act or negligence, in which case the Tenant shall be responsible for the cost of replacement. The Tenant shall, at its expense, maintain a service contract for the HVAC equipment in or serving the Premises, on terms and with a contractor satisfactory to the Landlord, acting reasonably, and in any event to the standard of a prudent owner of such property...

Section 9.03 No Landlord Liability. Except to the extent of any direct (and not indirect or consequential) damage suffered by the Tenant which was caused by the willful negligence of the Landlord or those for whom the Landlord is at law responsible to the extent to which the Tenant is not insured and is not required to be insured pursuant hereto and the Landlord is insured and received insurance proceeds or would have been insured and would have received insurance proceeds had the Landlord complied with its obligations hereunder, the Landlord shall not be liable for any damages, direct or indirect, resulting from or contributed to by any interruption or cessation of or failure in the supply of any utilities, services or HVAC. Without limiting the generality of the foregoing, but except for the expressed exception set out above, the Landlord shall not be liable for indirect or consequential damages or damages for personal discomfort or illness of the Tenant or any persons permitted by it to be on the Premises, by reason of the suspension or non-operation or failure for any period of time of any utilities or HVAC.

ARTICLE X MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 10.01 Maintenance and Repairs of Premises.

- (a) At all times throughout the Term, the Tenant shall, at its sole cost, perform such repairs, replacement, maintenance including all repairs and replacements for utility lines, HVAC systems and equipment, as required to keep the Premises, including the Building, fixtures and furnishings and all contents thereof (whether or not installed or furnished by the Tenant), all Leasehold Improvements and all services and equipment located in or primarily serving the Building, in good condition as they were on the Commencement Date, and in accordance with Laws, Building Standards and the Landlord's reasonable requirements, subject to normal wear and tear and subject only to those obligations of the Landlord, if any, expressly provided in Section 10.02 hereof.
- (b) Without limiting the generality of Section 10.01(a), the Tenant shall, at all times during the Term, at its sole cost keep or cause to be kept, the Premises well maintained, clean and tidy, including without limiting the generality of the foregoing, keeping the Building presentable and of good appearance, the driveways and parking areas free and clear of

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snow and ice, and the lawn, tress and shrubs in good order and condition, all to the same condition as they were on the Commencement Date.

- (c) The Tenant shall maintain, at the Tenant's sole cost, a service contract for the maintenance of the HVAC with a reputable third-party contractor chosen by the Tenant and approved in advance by the Landlord in writing (such approval not to be unreasonably withheld or delayed), and shall ensure that the Landlord is at all times in possession of a copy of such service contract and shall promptly deliver to the Landlord copies of regular inspection reports and details of repairs.
- (d) The Tenant shall give immediate written notice to the Landlord of any material accident, defect, damage or deficiency in any part of the Premises which comes to the attention of the Tenant notwithstanding the fact that the Landlord has no obligation in respect of same. The provisions of this Section 10.01(d) are for information purposes only and shall not be interpreted so as to imply or impose any obligation whatsoever upon the Landlord. The Tenant shall exercise all due diligence to become aware of any such situation.

Section 10.02 Landlord Access and Repair. The Tenant shall allow the Landlord and any persons designated by it the right to enter the Premises at reasonable times upon reasonable prior written notice to view the state of repair and condition thereof and the Tenant shall promptly perform any reasonable maintenance, repairs, replacement or Alterations according to written notice from the Landlord. Provided that if the Tenant neglects to so maintain or to make or cause to be made such repairs or replacements within ten (10) days after receipt of written notice from the Landlord, the Landlord may, at its option, do such maintenance or make such repairs or replacements at the expense of the Tenant, and in any and every such case the Tenant covenants with the Landlord to pay to the Landlord forthwith as Additional Rent all reasonable sums which the Landlord may have expended in doing such maintenance and making such repairs and/or replacement; provided further that the doing of such maintenance or the making of any such repairs or replacements by the Landlord shall not relieve the Tenant from its obligations to maintain, repair and replace.

Section 10.03 Landlord and Capital Repairs.

- (a) The Landlord shall be responsible for and shall carry out, at its sole cost and expense, all repairs required as a result of:
 - (i) Inherent structural defects or weaknesses in the Premises;
 - (ii) Defects in repairs or construction performed or installations made by or on behalf of the Landlord;
 - (iii) Repair and maintenance of asphalt and driveway required due to excessive wear and tear and the asphalt reaching its end of life;
 - (iv) Mechanical and electrical systems due to wear and tear; and
 - (v) The negligent acts or omissions of the Landlord.
- (b) Notwithstanding anything to the contrary contained in this Lease and the provisions of this ARTICLE X, if at any time during the Term the cost of any repair or replacement to the Premises constitutes a major capital cost in accordance with general accepted

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accounting principles, the Landlord shall make such repairs or replacements, provided that all such repairs and replacements shall be consistent with Building Standard. The cost of such repair or replacement shall be amortized over the useful life expectancy of the asset repaired or replaced on a straight line basis and the Tenant shall pay to the Landlord in each year of the Term the amortized amount of such cost within five (5) days after receipt of an invoice therefor from the Landlord. Any replacement to 25% of the Structure of the Building and the replacement of any of the base building systems servicing the Building constitutes a capital cost.

- (c) Notwithstanding any provisions to the contrary in this agreement, the Landlord shall be obligated to complete the repairs specified this Section, except in instances where such repairs arise from damage attributable to the Tenant, or from the Tenant's negligence, actions, or omissions. In the event that the necessity for repairs is determined to be the result of the Tenant's conduct, the Landlord shall proceed with the repairs and shall have the right to recover the associated costs from the Tenant, including an administrative fee of fifteen (15) percent.

Section 10.04 Alterations. The Tenant shall not, without the prior written approval of the Landlord, which shall not be unreasonably withheld or delayed, make any Alterations in or to the Premises. The Tenant's request for approval shall be in writing and accompanied by an adequate description of the contemplated works, and where appropriate, working drawings and specifications, therefor. The Landlord's reasonable costs of having its architect, engineers or others examine such drawings and specifications shall be payable by the Tenant upon demand as Additional Rent. [The Landlord may require that any or all such work be done by the Landlord's contractors or workers or by contractors or workers engaged by the Tenant but first approved by the Landlord. All such work shall be performed in accordance with all applicable Laws and any reasonable conditions and regulations imposed by the Landlord, and shall be completed in a good and workmanlike manner and with reasonable diligence in accordance with the approvals given by the Landlord. The Tenant shall, at its sole costs and expense, before the commencement of any work, obtain all necessary building or other permits and keep same in force. Notwithstanding the foregoing, Alterations not affecting the Structure or electrical, mechanical or other systems of the Building, and costing less than five thousand dollars (\$5,000) on a per project basis shall not be subject to the aforementioned provisions. The Tenant will however, provide the Landlord with copies of any plans and specifications that the Tenant produces.

Section 10.05 Construction Lien. The Tenant covenants to pay promptly all its contractors and material suppliers and do any and all things necessary to minimize the possibility of a lien attaching to the Premises or to any part of the Building or the Lands and, should any such lien be made or registered, the Tenant shall discharge same within ten (10) days after notice thereof is given to the Tenant at the Tenant's expense. In the event the Tenant shall fail to cause any such lien to be discharged as aforesaid, then, in addition to any other right or remedy of the Landlord, the Landlord may, but it shall not be so obligated, discharge same by paying the amount claimed to be due in Court and the amount so paid by the Landlord and all costs and expenses including but not limited to legal fees incurred for the discharge of such lien shall be due and payable by the Tenant to the Landlord as Additional Rent within five (5) business days after notice thereof is given to the Tenant.

Section 10.06 Ownership and Removal of Alterations. All Alterations and Leasehold Improvements placed on or made to the Premises by Tenant, excluding personal property, furniture, trade fixtures, and other movable property not attached to the Building, shall at once become the property of Landlord, and subject to any other provision in this Lease, upon termination of this Lease shall be surrendered to Landlord or, at Landlord's option, shall be removed at Tenant's expense.

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Section 10.07 Tenant Not to Overload Floors or Facilities. Tenant shall not bring or permit to be brought into any part of the Premises, any machinery, equipment, object or thing that by reason of its weight, size or use, might damage or endanger any part of the Premises or exceed or overload the capacity of any utility or mechanical facility or service.

ARTICLE XI ASSIGNMENT AND SUBLEASING

Section 11.01 Landlord's Consent Required.

- (a) The Tenant may, at its discretion, assign or sublet any part of the Premises or permit any part of the Premises to be occupied by a party other than the Tenant (hereinafter referred to as a "**Transfer**"), provided that such Transfer does not pose any environmental hazard or risk. If any proposed Transfer may result in an environmental impact, the Tenant must first obtain the Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

- (b) The Tenant's request for consent to any Transfer shall be accompanied by a written statement setting forth the details of the proposed Transfer, including the name, business and financial condition of the prospective transferee (herein referred to as a "**Transferee**"), financial details of the proposed Transfer (such as the term of the sublease and the amount of rent and security deposit payable under any assignment or sublease), and any other information the Landlord deems relevant. Notwithstanding and without in any way limiting the interpretation of the foregoing, in determining whether or not to grant its consent, it shall not be unreasonable for the Landlord to withhold its consent unless it is shown to the Landlord's satisfaction, acting reasonably, that:
 - (i) The proposed Transferee has a good business reputation;
 - (ii) The proposed Transferee has not been bankrupt in the five (5) years preceding the date of the proposed Transfer;
 - (iii) The proposed Transferee has financial strength at least sufficient to satisfy all of the obligations of the Tenant hereunder;
 - (iv) The Tenant is not in default under this Lease or any other agreement affecting the Premises; and
 - (v) Without affecting the interpretation of Section 7.01 or any other provision hereof, the business proposed to be carried on by the Transferee on the Premises will not be more burdensome on the Premises than the business previously carried on by the Tenant on the Premises.

- (c) If the Landlord withholds, delays or refuses to give consent to any Transfer, whether or not the Landlord is entitled to do so, the Landlord shall not be liable for any losses or damages in any way resulting therefrom and the Tenant shall not be entitled to terminate this Lease or exercise any other remedy whatever in respect thereof except to seek the order of a court of competent jurisdiction compelling the Landlord to grant any such consent which the Landlord is obliged to grant pursuant to the terms of this Lease.

- (d) Any consent granted by the Landlord and any Transfer shall be made on the following conditions:
- (i) The proposed Transferee shall agree in writing to assume and perform all of the terms, conditions, covenants and agreements by this Lease imposed upon the Tenant herein, as if the Transferee had originally executed this Lease as tenant [in a form to be approved by the Landlord, acting reasonably];
 - (ii) The Tenant shall pay the Landlord all reasonable legal fees in connection with the Transfer;
 - (iii) The consent of the Landlord is not a waiver of the requirement upon the Tenant for the Landlord's consent for any subsequent Transfer;
 - (iv) The acceptance by the Landlord of Rent from a Transferee without the Landlord's consent to such Transfer shall not constitute a waiver of the requirement of such consent nor shall it constitute an acceptance of such party as the Tenant; and
 - (v) If the Transfer does not take place within ninety (90) days of the giving of consent by the Landlord, then the Landlord's consent to such Transfer shall, at the Landlord's option, expire and become null and void.

Section 11.02 Change of Control. The prohibition against a Transfer set out in Section 11.01 applies to any change in the direct or indirect effective voting control of the Tenant (if the Tenant is or becomes a corporation), unless the Tenant is a public corporation whose shares are listed and traded on any recognized stock exchange in Canada or the United States. If the Tenant is a partnership or is controlled by a partnership (either directly or indirectly), this prohibition against a Transfer also includes a change in the constitution of the partnership resulting from the withdrawal or addition of any partners. The prohibition also applies to an assignment by operation of law.

Section 11.03 No Release of Tenant. Notwithstanding any Transfer (including a Permitted Transfer), and except as may be otherwise expressly agreed to in writing by the Landlord, no Transfer permitted under this Lease, whether with or without Landlord's consent, shall release the Tenant or change the Tenant's primary liability to pay the Rent and to perform all other obligations of the Tenant under this Lease. The Landlord's acceptance of Rent from any other person is not a waiver of any provision of this Lease. Consent by the Landlord to one Transfer is not consent to any subsequent Transfer. If the Tenant's transferee defaults under this Lease, the Landlord may proceed directly against the Tenant without pursuing remedies against the Transferee. The Landlord may consent to subsequent Transfers of this Lease by the Tenant's Transferee, without notifying the Tenant or obtaining its consent. Such action shall not relieve the Tenant's liability under this Lease. If the Tenant transfers the Tenant's interest hereunder, then the Landlord shall receive, as Additional Rent, the excess, if any, between the rent (or other consideration) paid in connection with such Transfer and the Rent payable by the Tenant hereunder.

Section 11.04 Intentionally Deleted

ARTICLE XII INSURANCE AND INDEMNIFICATION



Section 12.01 Landlord's Insurance. The Landlord shall, at all times throughout the Term, carry:

- (a) insurance on the Building (excluding the foundations and excavations) and the machinery, boilers and equipment contained therein or servicing the Premises and owned by the Landlord or the owners of the Premises (specifically excluding any property with respect to which the Tenant and other persons are obliged to insure) against damage by fire and extended perils or all-risks coverage;
- (b) public liability and property damage insurance with respect to the Premises;
- (c) loss of rental income insurance, or loss of insurable gross profits commonly insured against by prudent landlords, including Basic Rent and Additional Rent; and
- (d) such other form or forms of insurance as the Landlord reasonably considers advisable.

Section 12.02 Specific Features of the Landlord's Insurance Policies. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar industrial building, having regard to size, age and location and may be satisfied by a blanket insurance policy or through one or more separate insurance policies.

Section 12.03 Payment of the Landlord's Insurance Premiums and Deductibles. The Tenant shall pay to the Landlord the insurance premiums in respect of the insurance required to be carried by the Landlord in this Lease, included in Base Rent, and in the event of any loss or damage attributable to the Tenant's use of the Premises, the Tenant shall pay directly to the Landlord any deductible which the Landlord is required to pay toward or for any insured loss relating to the Premises as Additional Rent. The Landlord shall submit the invoice for such deductibles to the Tenant as they come due and the Tenant shall pay such amounts forthwith after receipt of such invoice. If the Tenant fails to pay any such deductible when demanded, the Landlord may pay such premiums and deductibles, and claim them from the Tenant as Additional Rent. Notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under this Lease for purposes of any policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord. If the Landlord's insurance premiums increase as a result of the Tenant's use or occupancy of the Premises, the Landlord shall provide the Tenant with a reconciliation statement at the end of each Lease Year, detailing the amount of the increase attributable to the Tenant's use. The Tenant shall pay the Landlord any such amounts owed within thirty (30) days of receipt of the reconciliation statement.

Section 12.04 Jeopardizing the Landlord's Insurance. The Tenant shall comply promptly with all requirements of any insurer now or hereafter in effect pertaining to or affecting the Premises and shall not keep, store, use, sell, or offer to sell in or upon the Premises any article which may be prohibited by any insurance policy in force from time to time covering the Premises. If the occupation of the Premises, the conduct of business in the Premises, or any act or omission of the Tenant:

- (a) causes or results in any increase in premiums for the insurance carried from time to time by the Landlord, then the Tenant shall pay any such increase in premiums as Additional Rent forthwith upon demand by the Landlord; or

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- (b) causes any insurance policy carried from time to time by the Landlord to be cancelled (or threatened by the insurer to be cancelled) or the coverage thereunder reduced (or threatened to be reduced) in any way by the insurer, the Tenant shall forthwith remedy the condition giving rise to cancellation, threatened cancellation, reduction, or threatened reduction of insurance, in any event, not later than twenty four (24) hours after notice thereof by the Landlord.

If the Tenant fails to do any of the foregoing, the Landlord shall be entitled (but without any obligation), at its sole option, to do all such things as may be necessary to protect its insurance coverage, with all outlays by the Landlord in so doing to be paid by the Tenant to the Landlord on demand as Additional Rent and without prejudice to any other rights and remedies of the Landlord under this Lease (including, without limitation, termination of the Lease).

Section 12.05 Tenant's Insurance. The Tenant shall, throughout the period that the Tenant remains in possession of the Premises (including, without limitation, during the entire Term and any overholding), at its sole cost and expense, take out and keep in full force and effect, the following insurance:

- (a) all-risks property insurance (including but not limited to sprinkler leakage, flood, earthquake and collapse coverage) in an amount equal to the full replacement cost thereof upon property of every description and kind of property owned by the Tenant or for which the Tenant is liable, or installed by or on behalf of the Tenant and which is located within the Premises, including, without limitation, Leasehold Improvements, trade fixtures, the Tenant's stock-in-trade, furniture and other personal property (provided that, if there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive);
- (b) business interruption insurance in such amount as will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils insured against by the Landlord hereunder and other perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils (including, without limitation, prevention of access related to Section 18.01);
- (c) comprehensive general and legal liability insurance, including bodily injury, property damage and personal injury liability, tenant's legal liability, contractual liability and contractors' protective insurance coverage with respect to the Premises and the Tenant's use of the Premises, with coverage to include the activities and operations conducted by the Tenant and any other person for whom the Tenant is at law responsible, written on a comprehensive basis with inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000) for bodily injury to any one or more persons or property damage, and such higher limits as the Landlord requires from time to time;
- (d) if appropriate, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement cost of all Leasehold Improvements and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in or serving the Premises;



- (e) insurance required by reason of the introduction, by or on behalf of the Tenant or any occupant of the Premises, of any radioactive material or other Hazardous Substances, into or on or about the Premises, or for any other material handling requiring special coverage; and
- (f) any other form of insurance which the Landlord, acting reasonably, requires from time to time in form, in amounts and for risks against which a prudent tenant would insure.

Section 12.06 Specific Features of the Tenant's Insurance Policies. All insurance policies to be taken out by the Tenant shall:

- (a) be taken out with insurers acceptable to the Landlord registered and licensed to carry on the business of insurance in the jurisdiction in which the Premises are situate;
- (b) be in a form satisfactory from time to time to the Landlord, which form may include a reasonable deductible;
- (c) be non-contributing, and shall apply only as primary and not as excess to any insurance available to the Landlord;
- (d) not be invalidated with regard to the interests of the Landlord or the Landlord's mortgagee by reason of any breach or violation of any warranties, representations or conditions contained in the policies;
- (e) contain an undertaking by the insurers to notify the Landlord and the Landlord's mortgagee in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;
- (f) name the Landlord and the Landlord's mortgagee as additional insured parties and, in respect of property damage insurance, incorporate the Landlord's mortgagee's standard mortgage clause, if any;
- (g) contain a waiver of subrogation by the insurer in respect of any claims to which it might otherwise be entitled against the Landlord or those for whom the Landlord is at law responsible as well as cross liability and severability of interest endorsements or clauses; and
- (h) be evidenced by certificates of insurance in a form satisfactory to the Landlord or, if required by the Landlord, certified copies of each such insurance policy, as soon as practicable upon request by the Landlord and in any event prior to the Tenant taking possession of the Premises and annually thereafter at least fifteen (15) days prior to the effective date of coverage (provided, however, that no such delivery of insurance certificates or insurance policy, or any review or approval of same by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease).

Section 12.07 Failure of the Tenant to Insure. If the Tenant fails to take out or keep in force any insurance required of the Tenant herein, whether or not the Landlord has been notified of the cancellation, termination or other failure of the Tenant's insurance, or should any such insurance not be approved by the Landlord, the Landlord has the right, in its sole discretion (but without any obligation),

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to effect such insurance at the sole cost of the Tenant, with all outlays by the Landlord to be paid by the Tenant to the Landlord on demand as Additional Rent without prejudice to any other rights and remedies of the Landlord under this Lease (including, without limitation, termination of the Lease).

Section 12.08 Application of Insurance Proceeds. The Tenant agrees that, in the event of damage or destruction to the Leasehold Improvements in the Premises, the Tenant shall use the proceeds of its insurance for the purpose of repairing or restoring such Leasehold Improvements. In the event of damage to or destruction of the Premises entitling the Landlord to terminate the Lease, then:

- (a) if the Premises have also been damaged or destroyed and the Lease is terminated, the Tenant shall forthwith pay to the Landlord or the Landlord's mortgagee, as the case may be, all of its insurance proceeds relating to the Leasehold Improvements in the Premises; and
- (b) if the Premises have not been damaged or destroyed, the Tenant shall upon demand deliver to the Landlord in accordance with the provisions of this Lease, the Leasehold Improvements and the Premises.

Section 12.09 Limitation on the Landlord's Liability. The Landlord shall not be liable for (and is hereby expressly released from) any death or injury arising from or out of any: (i) occurrence in, upon, at or relating to the Premises; (ii) damage to property of the Tenant or of others located on the Premises or elsewhere in the Premises; or (iii) any indirect or consequential damages sustained by the Tenant or others.

Such release and exclusion from liability: (i) applies to liability arising from all events, conditions, and circumstances of any nature or cause whatsoever, including without limitation, those caused, in whole or in part, by the negligence of the Landlord, its agents, servants or employees or other persons for whom it may in law be responsible; and (ii) does not apply to liability arising out of the willful and deliberate acts and omissions of the Landlord intended to cause damage or injury. Without limiting the generality of the foregoing, the Landlord shall not be liable for:

- (a) any injury or damage to persons or property resulting from fire, explosion, dampness, falling plaster, falling ceiling tile, falling ceiling fixtures (including part or all of the ceiling T-grid system) and diffuser coverings;
- (b) any injury or damage to persons or property resulting from steam, gas, electricity, water, rain, flood, snow or leaks or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Premises or from the street or any other place or by any other cause whatsoever;
- (c) any injury or damage caused by or to other occupants of the Premises, any occupants of adjacent property thereto, tradesmen, employees, and other invitees to the Premises, and the public;
- (d) any injury or damage to persons or property caused by any private construction or by any public or quasi-public works in, on, under or about the Premises; or
- (e) damage or loss of the property of the Tenant or the property of others stored on the Premises at the risk of the Tenant.

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Section 12.10 Indemnity. Notwithstanding any other provision of this Lease, the Tenant agrees to protect, indemnify and save each of the Landlord and its officers, employees and agents completely harmless from and against any loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of this Lease, or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Premises by the Tenant (including, without limitation, any subrogation claims by the Tenant's insurers in respect of any of the foregoing). If the Landlord shall be made a party of any litigation commenced by any third party in respect of any of the foregoing, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation unless the court determines that such liability arose out of the willful and deliberate acts and omissions of the Landlord intended to cause damage or injury. The Tenant shall also pay all costs, expenses and legal fees that may be incurred or paid by the Landlord in reasonably enforcing the terms, covenants and conditions in this Lease unless a court of law having jurisdiction shall decide otherwise.

Section 12.11 Intentionally Deleted

ARTICLE XIII DAMAGE AND DESTRUCTION

Section 13.01 Partial Damage to Premises.

- (a) The Tenant shall notify the Landlord in writing immediately upon the occurrence of any damage to the Premises. If the Premises are only partially damaged this Lease shall remain in effect and the Landlord shall repair the damage as soon as reasonably possible. The Landlord shall not be required to make repairs or replacements of any damage to the Tenant Improvements or to any other fixtures, equipment, personal property, or Leasehold Improvements of the Tenant. If the insurance proceeds received by the Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which the Landlord maintains, the Landlord may elect either to:
 - (i) Repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect; or
 - (ii) Terminate this Lease effective as of the date the damage occurred.

The Landlord shall notify the Tenant within one hundred twenty (120) days after receipt of notice of the occurrence of the damage whether the Landlord elects to repair the damage or terminate the Lease. If the Landlord elects to repair the damage, the Tenant shall pay the Landlord the deductible amount (if any) under the Landlord's insurance policies, and, if the damage was due to an act or omission of Tenant, the difference between the actual cost of repair and any insurance proceeds received by the Landlord. If the damage to the Premises occurs during the last six (6) months of the initial Term, or if the Tenant is entitled to and properly exercises its Extension Option in accordance with the terms of ARTICLE XIX of this Lease, the last six (6) months of the Extended Term, the Landlord may elect to terminate this Lease effective as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. In such event, the Landlord shall not be obligated to repair or restore the Premises

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and the Tenant shall have no right to continue this Lease. The Landlord shall notify Tenant of its election within one hundred twenty (120) days after receipt of notice of the occurrence of the damage.

Section 13.02 Total or Substantial Destruction.

- (a) If the Premises are totally or substantially destroyed by any cause whatsoever, to the extent such that in the reasonable opinion of the Landlord's architect or engineer (to be delivered to the Landlord and the Tenant within one hundred twenty (120) days after the damage or destruction) and it cannot be repaired or rebuilt, either the Tenant or the Landlord shall have the option to terminate this Lease shall terminate as of the date the destruction occurred of receipt of notice of termination. Notwithstanding the foregoing, and regardless of whether or not insurance proceeds are available, if the Premises can be rebuilt within one hundred twenty (120) days after the date of destruction, in the reasonable opinion of the Landlord's architect or engineer, the Landlord may elect to rebuild the Premises at the Landlord's own expense, in which case, this Lease shall remain in full force and effect. If the destruction was caused by an act or omission of the Tenant, the Tenant shall pay the Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by the Landlord. In the event that in accordance with this Section 13.02 the Landlord is not bound to repair the Premises and the Tenant shall instead deliver up possession of the Premises to the Landlord, Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under Section 13.03 hereof).

Section 13.03 Rent Abatement. If the Premises are destroyed or damaged, in whole or in part, and the Landlord repairs or restores the Premises pursuant to the provisions of this Lease, any Rent payable during the period of such damage, repair, and/or restoration shall be reduced in proportion to the part or parts of the Premises not reasonably capable of use and occupancy by the Tenant, if any. However, the abatement shall not exceed the lesser of the sum of one year's payment of Base Rent and Additional Rent or the proceeds received by the Landlord from the Tenant's business interruption insurance to be obtained pursuant to this Lease/loss of income insurance coverage. Except for such possible abatement of Rent, the Tenant shall not be entitled to any compensation, reduction, or reimbursement from the Landlord as a result of any damage, destruction, repair, or restoration of or to the Premises.

**ARTICLE XIV
DEFAULTS AND REMEDIES**

Section 14.01 Events of Default. The Tenant shall be in default under this Lease if any one or more of the following events (herein sometimes referred to individually as an "**Event of Default**" and collectively as "**Events of Default**") shall happen and shall not have been remedied as herein provided:

- (a) **Non-Payment of Rent.** If the Tenant fails to make any payment of Rent due under this Lease or any part thereof.

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- (b) **Non-Monetary Default.** Other than monetary defaults in Section 14.01(a), if the Tenant fails to observe or perform of any of the other covenants, agreements, terms, or conditions of this Lease on the part of the Tenant to be kept and performed, (other than the covenants, agreements, terms and conditions in Section 14.01(c), for which no notice shall be required), and such default continues for a period of ten (10) days after written notice thereof from the Landlord to the Tenant, *provided, however, that* with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said ten (10) day period, the Tenant shall have an additional period of ten (10) days to cure such default, provided the Tenant commences to cure within said ten (10) days and actually cures the default within twenty (20) days after the Landlord's notice.
- (c) **Bankruptcy.** If the Tenant files a petition in bankruptcy or is adjudicated a bankrupt, becomes insolvent, or files any petition or proposal seeking any reorganization, arrangement, liquidation, dissolution, winding-up or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of the Tenant or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit, or proceeding by or against the Tenant [and such proceeding or action shall not have been dismissed within ten (10) days after such appointment. The Tenant hereby agrees that, for the purposes of this Lease, in the event that Tenant commences any proceeding under or seeks protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (CCAA), the Landlord, at the Landlord's option, shall be considered to be a separate class of creditors distinct from any other class of creditors in any compromise, arrangement, classification or scheme proposed under the CCAA.
- (d) **Abandonment.** If the Tenant vacates, abandons, or fails to use the Premises or attempts to vacate or abandon (either actually or constructively) or the Landlord has reasonable cause to believe that the Tenant intends to vacate or abandon or attempt to vacate or abandon the Premises for a period in excess of ten (10) days for the use for which it was leased as stated in Section 7.01 except that the Tenant shall not be deemed to have abandoned or vacated the Premises when and to the extent that the Premises are untenable by reason of damage by fire, other casualty or expropriation, or by landlord's default.
- (e) **Misrepresentations.** The Tenant or any agent of the Tenant falsifies or misrepresents any report or other information required to be furnished to the Landlord pursuant to this Lease.
- (f) **Bulk Sale of Assets.** The Tenant makes or attempts to make a bulk sale of assets or otherwise disposes of its goods or removes or attempts or threatens to remove them from the Premises so that in Landlord's opinion there would not, in the event of such sale, disposal or removal, be sufficient goods on the Premises subject to distress to satisfy all Rent due or accruing for a period of twelve (12) months and not permitted in accordance with ARTICLE XI.
- (g) **Unpermitted Transfer.** Tenant effects or attempts to effect a Transfer, including a change of control as described in Section 11.02 that is not permitted by this Lease.

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- (h) **Writ of Execution.** This Lease or any of the Tenant's assets on the Premises are taken or seized under writ of execution, an assignment, pledge, charge, debenture or other security instrument.
- (i) **Insurance Cancellation.** Any insurance policy on the Building or any part thereof or to be carried by the Tenant shall be cancelled and the Tenant shall have failed to remedy the condition giving rise to such cancellation within forty eight (48) hours' written notice given by the Landlord to the Tenant.

Section 14.02 Accelerated Rent. In addition to any other rights or remedies the Landlord may have, including those set out in ARTICLE XIV, upon the occurrence of any Event of Default, the full amount of the current month's installment of Base Rent and Additional Rent, and any other payments required to be made monthly under this Lease, together with the next three (3) months' installments of Base Rent and the aggregate of such payments for the next three (3) months, all of which shall be deemed to accrue on a day-to-day basis, shall immediately become due and shall be paid by the Tenant to the Landlord as accelerated Rent, and the Landlord may immediately distrain for it, together with any arrears of Rent that then remain outstanding and unpaid.

Section 14.03 Remedies. Upon the occurrence of any Event of Default set forth in Section 14.01 hereof, the Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to the Landlord shall be considered exclusive of any other remedy, but same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease or at Law to the Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

- (a) **Right of Landlord to Cure Defaults.** If the Tenant fails to perform or cause to be performed any of the covenants or obligations of the Tenant herein within ten (10) days after written notice from the Landlord to do so, the Landlord shall have the right (but shall not be so obligated) to perform or cause to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies), and all reasonable payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be paid by the Tenant to the Landlord within five (5) days' written demand therefor together with all reasonable legal and administrative costs of the Landlord in respect thereof.
- (b) **Landlord May Sue for Arrears of Rent.** The Landlord may, if it elects to do so, bring suit for the collection of rents and/or any damages and expenses resulting from an Event of Default without entering into possession of the Premises or terminating this Lease.
- (c) **Landlord's Right of Re-Entry.** Upon the occurrence of an Event of Default, the Landlord may at any time thereafter, without notice to the Tenant, re-enter the Premises or any part thereof and terminate this Lease and all the rights of the Tenant thereunder:
 - (i) The Tenant shall immediately vacate the Premises and the Landlord may remove or cause to be removed from the Premises the Tenant and/or any other occupant or occupants thereof and may remove all property therefrom and sell or dispose of such property as the Landlord considers appropriate without prejudice to the

rights of the Landlord to recover arrears of Rent or damages incurred by the Landlord;

- (ii) The Landlord shall be immediately entitled to the payment of:
 - (A) Rent up to the date of termination together with all reasonable payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Landlord in respect of such termination.
 - (B) Accelerated Rent contemplated in Section 14.02; and
 - (C) Damages contemplated in Section 14.03(d).
- (d) **Right to Sue for Damages.** Upon the occurrence of an Event of Default and notwithstanding the termination of the Lease, the Landlord retains the right to sue the Tenant for damages for:
 - (i) All past due Rent and other amounts due the Landlord up to the date of expiration or termination; plus
 - (ii) Where the Landlord has relet the Premises after such termination, the difference between Rent provided for herein and the proceeds from any reletting of the Premises, payable in monthly installments over the period that would otherwise have constituted the remaining term of this Lease (including all expenses in connection with such reletting including, without limitation, all costs, fees, and expenses of repossession, brokers, advertising, legal fees, court costs, repairing, cleaning, repainting, and remodeling of the Premises for reletting on a complete indemnity basis); plus
 - (iii) Where Landlord has not relet the Premises after such termination, the value at the time such termination, of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid under the Lease for the then unexpired remainder of the Term had it not been terminated, over the then rental value of the Premises, as determined by Landlord, on a present value basis, for the unexpired remainder of the Term; plus
 - (iv) The unamortized portion of the tenant allowance, if any; plus
 - (v) Interest on the aggregate of the foregoing amounts at the Interest Rate.
- (e) **Right to Re-let.** Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord in addition to all other rights it may have, shall have the right as agent of the Tenant to enter the Premises and re-let them (for a term or terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith) and to receive the rent therefor and to apply any rent derived from re-letting the Premises upon account of the rent due and to become due under this Lease and the Tenant shall be liable to the Landlord for the deficiency, if any, all without being deemed to have terminated the Lease.

Section 14.04 Distress. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute, no assets on the Premises at any time during the Term shall be exempt from levy by distress for rent in arrears. The Tenant will not sell, dispose of or remove any of the Leasehold Improvements/fixtures, goods and/or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new Leasehold Improvements/fixtures, goods and/or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes, and the Tenant will be the owner of its Leasehold Improvements/fixtures, goods and/or chattels and will not permit them to become subject to any lien, mortgage, charge or encumbrance.

Section 14.05 Non-Waiver of Defaults. No condoning, excusing or overlooking by the Landlord of any Event of Default, breach or non-observance by the Tenant at any time or times in respect of any covenant, provision or condition herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent Event of Default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord, save only an express waiver by the Landlord in writing.

Section 14.06 Landlord's Rights Cumulative. The Landlord may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default, either by any provision of this Lease or by statute or any Laws, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other additional rights and remedies available to the Landlord by statute or common law or under any other applicable Laws.

ARTICLE XV SUBORDINATION AND ACKNOWLEDGEMENTS

Section 15.01 Subordination. At the option of the Landlord, this Lease shall be subject and subordinate to any and all mortgages, charges and deeds of trust, which may now or at any time hereafter affect the Premises in whole or in part, whether or not any such mortgage, charge or deed of trust affects only the Lands or the Building or affects other premises as well. On request at any time and from time to time of the Landlord or of the mortgagee, chargee or trustee under any such mortgage, charge or deed of trust, the Tenant shall:

- (a) Attorn to such mortgagee, chargee or trustee and become its tenant of the Premises or the tenant of the Premises of any purchaser from such mortgagee, chargee or trustee in the event of an exercise of any permitted power of sale or foreclosure contained in any such mortgage, charge or deed of trust for the then unexpired residue of the Initial Term or any Extended Term, as applicable, on the terms herein contained; and/or
- (b) Postpone and subordinate this Lease to such mortgage, charge or deed of trust to the intent that this Lease and all right, title and interest of the Tenant in the Premises shall be subject to the rights of such mortgagee, chargee or trustee as fully as if such mortgage, charge or deed of trust had been executed and registered and the money thereby secured had been advanced before the execution of this Lease (and notwithstanding any authority or consent of such mortgagee or trustee, express or implied, to the making of this Lease).

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Any such attornment or postponement and subordination shall extend to all renewals, modifications, consolidations, replacements and extension of any such mortgage, charge or deed of trust and every instrument supplemental or ancillary thereto or in implementation thereof. The Tenant shall forthwith execute any instruments of attornment or postponement and a subordination which may be so requested to give effect to this Section.

Section 15.02 Estoppel Certificates. Each party shall, within not more than five (5) days' written request therefor, execute and return to the other from time to time and without cost to the other, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the modifications and that the Lease is in full force and effect as modified), the amount of the annual Base Rent then being paid or received hereunder, the dates to which same, by instalment or otherwise, and other charges hereunder have been paid or received, whether or not there is any existing default on the part of the reporting party of which the requesting party has notice, and any other information reasonably required.

ARTICLE XVI NOTICES

Section 16.01 Notices. Any notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this ARTICLE XVI):

Notice to Landlord: 5610-10 York St, Toronto, ON M5J 0E1
Email: sales@bpsupplychain.com
Attention: Anurag Arun

Notice to Tenant: at the Premises
[Email: [EMAIL ADDRESS]]
[Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]]

ARTICLE XVII END OF TERM

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Section 17.01 Surrender of the Premises. Upon the expiration or other termination of this Lease, the Tenant shall peaceably deliver to the Landlord vacant possession of the Premises, broom clean and in good order and condition, ordinary wear and tear excepted and in the condition in which the Tenant is required to maintain and keep the Premises during the Term pursuant hereto failing which, the Landlord may restore the Premises, equipment, and fixtures to such condition and the Tenant shall pay the cost thereof upon demand as Additional Rent.

Section 17.02 Removal of Trade Fixtures.

- (a) Provided that the Tenant has paid all Rent to the expiry of the Term and any and all damages and other amounts payable by the Tenant to the Landlord for any reason whatsoever and provided the Tenant is not otherwise in default hereunder, or if otherwise authorized or requested by the Landlord, the Tenant shall, at the expiry of the Term, remove its trade fixtures and shall repair all damage or injury caused to the Premises resulting from the installation or removal of such trade fixtures.
- (b) If at the expiry or earlier termination of this Lease, the Tenant does not remove its trade fixtures or any of its other property on the Premises, the Landlord shall have no obligation in respect of any such trade fixtures or property and may sell or destroy same or have them removed or stored at the expense of the Tenant (to be paid by the Tenant within five (5) days after the expiry or earlier termination of this Lease failing which the Tenant shall not have the right to take possession of trade fixtures or property and shall thereupon be deemed to have abandoned same) or dispose of them in any other manner whatsoever as may be determined by the Landlord in its sole discretion; at the option of the Landlord, such trade fixtures or property not removed at the expiry or earlier termination of this Lease shall become the absolute property of the Landlord without payment of any compensation therefor to the Tenant and may be dealt with by the Landlord in such manner as it determines.

Section 17.03 Removal of Leasehold Improvements. Leasehold Improvements shall become the absolute property of the Landlord upon the expiry or earlier termination of the Term. At the expiry or earlier termination of the Term, the Tenant shall remove any or all of such Leasehold Improvements as required by the Landlord and in so doing shall repair all damage resulting therefrom and shall restore the Premises in their condition prior to the installation and removal of such Leasehold Improvements.

Section 17.04 Holdover. Any holding over by Tenant after the expiration or earlier termination of this Lease, by lapse of time or otherwise, shall not operate to extend or renew this Lease except by the express mutual written agreement between the parties hereto, and in the absence of such agreement, the Tenant shall continue in possession as a month-to-month tenant only, except that the monthly Rent shall be increased to an amount equal to two (2) times the monthly installment of Base Rent and Additional Rent paid in the month immediately preceding the expiration or earlier termination of this Lease. Either party may thereafter terminate such occupancy at the end of any calendar month by first giving to the other party no less than thirty (30) days' prior written notice.

**ARTICLE XVIII
GENERAL**

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Section 18.01 Force Majeure. Notwithstanding any other provision in this Lease, in the event that either the Landlord or the Tenant shall be unable to fulfill or shall be delayed or restricted from the performance of any term or obligation under the Lease by reason of any Force Majeure Event other than the Tenant's obligation to pay Rent, or any other monies owed under the Lease, such party shall, so long and to the extent that any such delay or restriction exists, be relieved from the performance of such obligation and shall be granted a reasonable period of time to perform the obligation once the Force Majeure Event ceases to exist and the other party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort. Both the Landlord and the Tenant acknowledge and agree that the provisions of this section do not apply to the Tenant's obligations to pay Rent or other monies owed under the Lease when due.

Section 18.02 Health Emergency. If the Landlord [acting in good faith, determines that a Health Emergency exists, the Landlord acting reasonably may amend, supplement or otherwise enforce any existing Health Emergency rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Health Emergency. Without limiting the generality of the foregoing:

- (a) During a Health Emergency, the Landlord shall be entitled to restrict or limit access to the Premises to employees of the Tenant only, and/or prohibit entry by visitors or invitees for a reasonable period of time during such event;
- (b) The Landlord shall have the right during a Health Emergency to require the Tenant to decontaminate all or any part of the Premises, failing which the Landlord shall be entitled to enter the Premises and to do so at the Tenant's expense. Any steps that the Landlord may choose to take are in its sole and unfettered discretion and nothing herein shall obligate the Landlord to effect any decontamination;
- (c) During a Health Emergency, the Landlord shall be entitled to impose sanitization requirements and/or implement health precautions consistent with the advice from medical experts or public health officials;
- (d) During a Health Emergency, the Landlord shall not be in default by reason of any action taken pursuant to any decisions it makes in good faith in response to a Health Emergency;
- (e) During a Health Emergency, the Landlord shall not be liable in contract, tort, or otherwise, for any act or omission in exercising any decisions it makes in good faith in response to a Health Emergency; and
- (f) The Landlord shall be entitled during a Health Emergency to close all or any part of the Premises if it determines that it is not safe to continue to operate the Premises or certain parts of the Premises.

Section 18.03 Parking. Landlord and Tenant agree that:

- (a) The Tenant shall have the right to park Tractors on the Lands as designated and marked on **Schedule E** to this Lease. The Tenant's use of the designated parking areas shall be subject to the terms and conditions of this Lease.

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- (b) The Landlord shall have the option, exercisable at any time during the Term of this Lease, to lease up to:
 - (i) Fifteen (15) trailer parking spaces at a rate of **\$500 per space** per month, and
 - (ii) Twenty (20) truck parking spaces at a rate of **\$225 per space** per month.
- (c) The Landlord may exercise this option by providing the Tenant with at least thirty (30) days' prior written notice specifying the number of spaces to be leased.

Section 18.04 Landlord Retention of Office Space. The Landlord shall retain the right to occupy one (1) office space located within the Premises, as mutually agreed upon by the Landlord and the Tenant, free of charge for the duration of the Term of this Lease or any extension thereto by way of a sublease agreement. The sublease agreement shall allow the Landlord to have access to the loading docks within the warehouse for the purpose of loading and unloading goods.

Section 18.05 Tenant's Responsibility for Landlord's Legal Costs. The Tenant agrees to reimburse the Landlord for reasonable legal costs and expenses related to the preparation, negotiation, execution, and enforcement of this Lease Agreement and any amendments and extensions thereto, including legal fees and court costs. Such costs shall be promptly paid upon demand and may be deducted from the security deposit or other owed funds. This obligation lasts for two years after the Lease Agreement's termination and survives beyond. The Tenant acknowledges the negotiated nature of this clause, has had legal advice opportunity, and understands its implications.

Section 18.06 Governing Law. This Lease and all related documents including all schedules attached hereto, and the validity, performance and enforcement of this Lease and all matters arising out of or relating to this Lease, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the province or territory in which the Premises are situate and the federal laws of Canada applicable therein.

Section 18.07 Entire Agreement; Amendments and Modifications. This Lease forms the entire agreement between the parties and no provision hereof shall be altered, waived, amended, or extended, except in writing signed by both parties. The Tenant affirms that, except as expressly set forth herein, neither the Landlord nor any of its agents has made, nor has the Tenant relied upon, any representation, warranty, or promise with respect to the Premises or any part thereof.

Section 18.08 Waivers. The Landlord shall not be considered to have waived any of the rights, covenants, or conditions of this Lease unless evidenced by its written waiver and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Lease.

Section 18.09 Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and their respective permitted successors and permitted assigns. Tenant agrees to become the tenant of Landlord's successor in interest under same terms and conditions of its tenancy hereunder.

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Section 18.10 Severability. If any term or provision of this Lease is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction provided the overall intention of the Lease is maintained, as near as possible, as it was prior to the invalidity, illegality, or unenforceable provision.

Section 18.11 Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

Section 18.12 Planning Act (Ontario). Where applicable, this Lease shall be subject to the condition that it is effective only if the *Planning Act*, R.S.O. 1990, c. P.13, and any amendments thereto or any successor statutory provisions thereof, is complied with. Pending such compliance, the Term shall be deemed to be for a total period of one (1) day less than the maximum lease term permitted by Law without such compliance.

Section 18.13 Registration of Lease. The Tenant covenants and agrees with the Landlord that the Tenant will not register or record this Lease or any part thereof against the title to the Lands or any part thereof except by way of notice which shall be subject to the prior written approval of the Landlord which approval shall not be unreasonably withheld or delayed and which shall only describe the parties, the Premises and the Term.

Section 18.14 Expropriation. If during the Term, the Premises or any part thereof are taken by any lawful power or authority by the right of expropriation the Landlord and the Tenant shall co-operate so that each may receive the maximum awarded to which it is entitled at Law.

Section 18.15 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and same instrument.

ARTICLE XIX EXTENDED TERM

Section 19.01 Extension Option.

- (a) Provided the Tenant has not been in default of its obligations under this Lease, the Landlord shall at the expiration of the Initial Term, provided the Tenant has given the Landlord notice of its exercise of the option to extend at least nine (9) months prior to the expiration of the Initial Term, extend the Term for a further term of three (3) years (the "**Extended Term**") from the expiration of the Initial Term, upon the same terms and conditions contained in this Lease except the extension options and the Base Rent to be paid during the Extended Term.
- (b) Notwithstanding the foregoing, within three (3) months of the Tenant exercising its option to extend, the Tenant and Landlord may, by mutual agreement, negotiate to extend the Term for a further term of five (5) years instead of three (3) years, on terms to be mutually agreed upon. In the event the parties cannot reach mutual agreement on the five (5) year extension within such three (3) month period, the Term shall be extended for the default Extended Term of three (3) years as set out above.

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- (c) The Base Rent rate payable during the Extended Term shall equal the greater of: (i) the annual Base Rent payable immediately prior to the commencement of the Extended Term; and (ii) the then Fair Market Base Rent.

[SIGNATURE PAGE FOLLOWS]

^{DS}
MR

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the day and year first above written.

LANDLORD:
1000938708 ONTARIO INC.

DocuSigned by:
Michael Rosati
3D136C17A0F040B...
By: _____
Name: Michael Rosati
Title:

TENANT:
8438048 CANADA INC.

AuthentiSIGN
Narinder Shoker
By: _____
Name: NARINDER SINGH SHOKER
Title: Director

SCHEDULE A

LEGAL DESCRIPTION OF THE LAND

PT LT 10, CON 1 EAST OF HURONTARIO ST TORONTO TWP., DES PTS 18 AND 19, PL 43R21424, MISSISSAUGA. T/W ROW OVER PT LT 10, CON 1 EHS TT, DES PT4, PL 43R15783, AS IN TT81030. S/T EASEMENT IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AND BELL CANADA OVER PT 18, PL 43R21424, AS IN LT1019744.

Being all of PIN 13284-0137 (LT)

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SCHEDULE B FLOOR PLAN



SCHEDULE C

LANDLORD'S WORK AND TENANT'S WORK

Landlord's Work:

1. The landlord shall, at its own effort and expense, complete the following work prior to Commencement Date or as soon as possible thereafter:
 - a. Ensure all new construction warehouse, offices, truck repair shop is built as per as per Schedule B, including roof, heating, ventilating, air conditioning, electrical, plumbing and drainage;
 - b. Ensure all door equipment including doors are in good working order upon possession by the Tenant;
 - c. Ensure the Premises is provided in a clean, broom swept condition;
 - d. Landlord shall ensure all new construction is done with no leakage or no repairs.
 - e. Landlord shall ensure all A/C and heating units are in working order in the office space;
 - f. All docks and bays/doors are fixed and sealed along with it being in good working order; and

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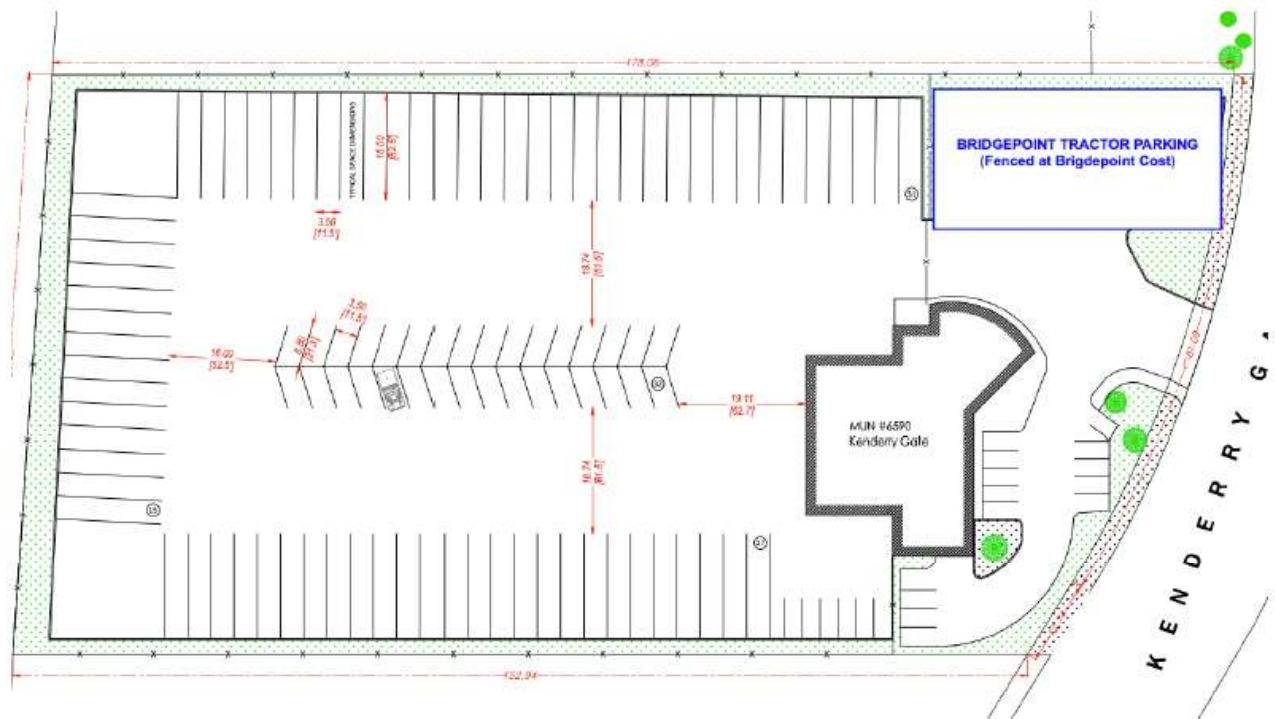
SCHEDULE D
PERMITTED ENCUMBRANCES

N/A

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SCHEDULE E PARKING SPACE DRAWING



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Authenticon
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SCHEDULE F

ESA Report

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AuthenticSign
NS

Deposit Receipt 1

Date: Aug 30, 2024

Time: 6:19 PM

Received From: Jasvir Kaur Shoker

Payment Method: Certified Cheque Wire Transfer Other
 Bank Draft Direct Deposit

Amount: Eighty Six Thousand Four Hundred Fifty (\$86,450) Dollars (CDN\$)

Payable To: Royal LePage Flower City Realty Other: _____

Property Address: 6950 Kenderry Gate

Lease Sale

Authorized Personnel: Parnmeet Kaur

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

7685 HURONTARIO STREET SOUTH BRAMPTON, ON L6W 0B4
 JASVIR KAUR SHOKER

Purchaser

DATE

2024-08-30
 YYYYMMDD

Transit-Serial No.

136-00513751

Pay to the Order of ROYAL LEPAGE FLOWER CITY REALTY

\$ *****86,450.00

EIGHTY SIX THOUSAND FOUR HUNDRED FIFTY**00/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

The Toronto-Dominion Bank
 Toronto, Ontario
 Canada M5K 1A2

Authorized Officer

Countersigned

36709
 Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈00513751⑈ ⑈09612004⑈

⑈3808⑈

Deposit Receipt 2

Date: Aug 30, 2024

Time: 6:19 PM

Received From: 8438048 Canada Inc.

Payment Method: Certified Cheque Wire Transfer Other

Bank Draft Direct Deposit

Amount: One Hundred Thousand (\$100,000) Dollars (CDN\$)

Payable To: Royal LePage Flower City Realty Other: _____

Property Address: 6950 Kenderry Gate

Lease Sale

Authorized Personnel: Parnmeet Kaur

>>>> THIS DRAFT CONTAINS MULTIPLE SECURITY FEATURES. SEE REVERSE FOR DETAILS <<<<



CANADIAN DOLLAR DRAFT

1066072

Suite 101, Plaza 1 2000 Argentia Rd Mississauga, ON L5N 1P7

DATE 2 9 0 8 2 0 2 4
D/J M/M Y/A

8438048 CANADA INC.
PURCHASER NAME / NOM DE L'ACHETEUR

PAY / PAYEZ One Hundred thousand 00/100 Dollars

\$ *****100,000.00
CANADIAN WESTERN BANK

TO THE ORDER OF / Á L'ORDRE DE
ROYAL LEPAGE FLOWER CITY REALTY

[Signature]
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE
[Signature]
COUNTERSIGNED / CONTRESIGNÉ
FORM 3001S (03/23)

⑈ 1066072⑈ ⑆03019⑆030⑆ 10252001100⑈

BRAMPTON
10 Cottrelle Blvd., Suite 302, L6S 0E2

MISSISSAUGA
30 Top Flight Dr., Suite 12, L5S 0A8

Off: 905.230.3100 • Fax: 905.230.8577

www.FlowerCityRealty.com
info@royallepageflowercity.com

Off: 905.564.2100 • Fax: 905.564.3077

APPENDIX H

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 68
Notice of Bankruptcy, First Meeting of Creditors
(Subsection 102(1) of the Act)

Original Amended

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

Take notice that:

1. 8438048 Canada Inc. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against 8438048 Canada Inc.) on the 19th day of March 2025 and the undersigned, BDO Canada Limited / BDO Canada Limitée, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 9th day of April 2025 at 11:00 AM at Conference Call or 1-833-215-3238 Conference ID #724 507 984.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 19th day of March 2025.

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency
Trustee



20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

District of: Ontario
 Division No. 09 - Mississauga
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Corporate Bankruptcy)
 (Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Bankruptcy of
 8438048 Canada Inc.
 of the City of Mississauga, in the Province of Ontario

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the data of the bankruptcy, on the 19th day of March 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the bankrupt is a corporation, or by yourself, in other cases.

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Negative market conditions; | <input type="checkbox"/> Foreign Exchange Fluctuations; | <input type="checkbox"/> Economic Downturn; | <input type="checkbox"/> Poor Financial Performance; | <input type="checkbox"/> Legal Matters (Provide details); |
| <input type="checkbox"/> Lack of Working Capital/Funding; | <input type="checkbox"/> Competition; | <input type="checkbox"/> Legislated or Regulatory Restrictions; | <input type="checkbox"/> Natural Disaster; | <input type="checkbox"/> Increased Cost of Doing Business; |
| <input type="checkbox"/> Overhead Increasing; | <input type="checkbox"/> Faulty Infrastructure or Business Model; | <input type="checkbox"/> Unsuccessful Marketing Initiatives; | <input type="checkbox"/> Personal Issues; | <input type="checkbox"/> Poor Management; |
| <input type="checkbox"/> Faulty Accounting; | <input type="checkbox"/> Tax Liabilities; | <input type="checkbox"/> Labour; | <input checked="" type="checkbox"/> Other (Please specify). | |

Provide relevant details:

[Other] Financial Mismanagement

ASSETS <small>(totals from the list of assets as stated and estimated by bankrupt/debtor)</small>	LIABILITIES <small>(totals from the list of liabilities as stated and estimated by bankrupt/debtor)</small>
1. Cash on hand 0.00	1. Secured creditors 8,046,957.00
2. Deposits in financial institutions 0.00	2. Preferred creditors, securities, and priorities 0.00
3. Accounts receivable and other receivables	3. Unsecured creditors 7,034,186.77
Total amount 10,610.00	4. Contingent, trust claims or other liabilities estimated to be provable for 0.00
Estimated realizable value 10,610.00	Total liabilities 15,081,143.77
4. Inventory 0.00	Surplus 7,034,186.77
5. Trade fixtures, etc. 0.00	
6. Livestock 0.00	
7. Machinery and equipment 0.00	
8. Real property or immovables 0.00	
9. Furniture 0.00	
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.) 0.00	
11. Vehicles 0.00	
12. Securities (shares, bonds, debentures, etc.) 0.00	
13. Other property 8,036,347.00	
Total of lines 1 to 13 8,046,957.00	
If bankrupt is a corporation, add:	
Amount of subscribed capital 0.00	
Amount paid on capital 0.00	
Balance subscribed and unpaid 0.00	
Estimated to produce 0.00	
Total assets 8,046,957.00	
Deficiency -7,034,186.77	
Total value of assets located outside Canada included in lines 1 to 13 0.00	

List of Assets

Arrange by Nature of asset and number consecutively

No	Nature of asset ¹	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification)
501	Other personal property	n/a	<input type="checkbox"/>	Other - Various Trucks and Trailers	100.00	6,481,533.00	6,481,533.00	0.00	<input type="checkbox"/>
502	Other personal property	n/a	<input type="checkbox"/>	Other - Loan Receivable	100.00	1,554,814.00	1,554,814.00	0.00	<input type="checkbox"/>
1301	Accounts receivable	500 - 20 Wellington St. E., Toronto, ON, M5E 1C5	<input type="checkbox"/>	Debts Due - Business - Accounts Receivable	100.00	10,610.00	10,610.00	0.00	<input type="checkbox"/>
Total						8,046,957.00	8,046,957.00		

¹ Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Livestock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.

~~Harinder Choker~~

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Place-holder values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	ADD Capital Corp. Attn: Mike F.	2 - 500 Cochrane Drive Markham ON L3R 8E2	Other	Other	12-Mar-2025	16,895.12	0.00	0.00	0.00	16,895.12			-16,895.12	<input type="checkbox"/>
2	Big Rig Trailers & Leasing Inc.	100 Whybank Dr. Brampton ON L7A 0N7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
3	Bodkin Leasing Corporation	102 - 1465 North Service Rd E Oakville ON L6H 1A7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
4	BVD Equipment Finance Inc.	8177 Torbram Road Brampton ON L6T 5C5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
5	Canadian Western Bank Attn: Credit Risk Management	300, 606 4 Street SW, Calgary AB T2P 1T1	Other	Other	12-Mar-2025	0.00	6,616,533.94	0.00	0.00	6,616,533.94	1301,501.502		0.00	<input type="checkbox"/>
6	Concentra Bank	333 - 3 Avenue North Regina SK S4P 3G8	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
7	CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	Other	Source Deductions	12-Mar-2025	0.00	109,779.08	0.00	0.00	109,779.08	1301,501.502		0.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

 Receiver/Shareholder

FORM 78 – Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Assets securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
8	CRA - Tax - Ontario	Shawiniga n-Sud National Verification and Collection Centre 4695 Shawiniga n-Sud Blvd Shawiniga n-Sud QC G9P 5H9	Other	HST		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
9	Dalmer Truck Financial Attn: Collections and Loss Recovery	202 - 2680 Matheson Blvd Mississauga ON L4W 0A5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
10	England Carriers Services	PO Box 27568 Salt Lake City UT 84127 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
11	Equirex Leasing Corp.	101 - 1465 North Service Rd E Oakville ON L6H 1A7	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
12	Farm Credit Canada	104 1133 St. George Boulevard Moncton NB E1E 4E1	Other	Other	12-Mar-2025	6,747,893.55	1,320,643.98	0.00	0.00	8,068,537.53	1301,502		-6,747,893.55	<input type="checkbox"/>
13	Flex-Cap Inc.	9 Ruedes Toumols Blainville QC J7C 4Y2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
14	Just Trux	1093 Lorimar Dr. Mississauga ON L5S 1M5	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
15	Mercedes-Benz Financial Services Canada Corporation Attn: Customer Service	500 - 2680 Matheson Blvd E Mississauga ON L4W 0A5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

~~Narinder Shoker~~

FORM 78 – Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Priority/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
16	Meridian OneCap Credit Corp	Suite 1500, 4710 Kingsway Burnaby BC V5H 4M2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
17	Mitsubishi HC Capital Canada Leasing Inc.	301-3390 South Service Road Burlington ON L7N 3J5	Finance Company Loans	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
18	Paul Motor Leasing	4009 Rue De Verdun Montreal QC H4G 1L1	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
19	Penske Truck Leasing Canada	Route 10 Green Hills, PO Box 791 Reading PA 19603	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
20	R&S Trailer Leasing Limited	5185 Fountain Street North Breslau ON N0B 1M0	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
21	Riordan Leasing Inc. Attn: Accounts Receivable	1158 King St E Kitchener ON N2G 2N4	Other	Other	12-Mar-2025	89,414.23	0.00	0.00	0.00	89,414.23			-89,414.23	<input type="checkbox"/>
22	TFG Financial Attn: Patrick Jakubowski	500 - 4180 Lougheed Highway Burnaby BC V5C 6A7	Other	Other	12-Mar-2025	179,965.87	0.00	0.00	0.00	179,965.87			-179,965.87	<input type="checkbox"/>
23	Trac Lease Inc. and Affiliated Companies	750 College Road East Princeton NJ 08540 USA	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>
24	Vault Credit Corporation	5 - 41 Scarsdale Rd Toronto ON M3B 2R2	Other	Other	12-Mar-2025	1.00	0.00	0.00	0.00	1.00			-1.00	<input type="checkbox"/>

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

19-Mar-2025

Date

Horvath-Shoker

Total	7,034,186.77	8,046,957.00	0.00	0.00	15,081,143.77
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² Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

³ Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

I, Narinder Shoker, of the City of Brampton in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 19th day of March 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the City of Toronto in the Province of Ontario, on this 19th day of March 2025.

Parisi,
Josie

Digitally signed by Parisi, Josie
DN: cn=Parisi, Josie,
email=JP@bdo.ca
Date: 2025.03.19 11:11:56 -
04'00'



Stephanie Burrowes, Commissioner of Oaths
For the Province of Ontario
Expires November 21, 2025

Narinder Shoker

by BDO Canada Limited, in its capacity as court appointed Receiver of 8438048 Canada Inc. and pursuant to the Order of the Honourable Justice Penny dated March 11, 2025, and not in its personal or corporate capacity.

Stephanie Anne Burrowes, a Commissioner,
etc., Province of Ontario, for BDO Canada
Limited.

Expires November 21, 2025.

Court No.

File No.

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

Form 78 (8R22)
Statement of affairs (Business bankruptcy)

Trustee: Josie Parisi
License: 3267
Email: jparisi@bdo.ca

BDO Canada Limited / BDO Canada Limitée -
Licensed Insolvency Trustee
20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31

Proof of Claim

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8),
102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(h) of the Act)

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: _____
Facsimile: _____
Email: _____
Contact person name or position: _____
Telephone number for contact person: _____

In the matter of the bankruptcy of 8438048 Canada Inc. of the City of Mississauga in the Province of Ontario and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above named debtor (or that I am _____ (state position or title) of _____ (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 19th day of March 2025, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of bankruptcy.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the ____ day of _____, and that the last payment, if any, on this debt by the debtor to the creditor was made on the ____ day of _____, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the ____ day of _____, as follows:

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

A. Unsecured claim of \$ _____

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:

(Check appropriate description)

Regarding the amount of \$ _____, I do not claim a right to a priority.

District of Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31 --- Continued
In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6F below)
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 01) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 02) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d 1) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(n) of the Act.
- Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

- B. Claim of Lessor for disclaimer of a lease of \$ _____**

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

- C. Secured claim of \$ _____**

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

- D. Claim by Farmer, Fisherman or Aquaculturist of \$ _____**

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts)

- E. Claim by Wage Earner of \$ _____**

- That I make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

- F. Claim by Pension Plan for unpaid amount of \$ _____**

- That I make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I make a claim under subsection 81.6 of the Act in the amount of \$ _____,

- G. Claim against Director of \$ _____**

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim including the calculations upon which the claim is based)

- H. Claim of a Customer of a Bankrupt Securities Firm of \$ _____**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 31 --- Concluded
In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at _____, this _____ day of _____.

Signature of creditor or representative

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-3200345
Estate No. 32-3200345

FORM 36

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Bankruptcy of
8438048 Canada Inc.
of the City of Mississauga, in the Province of Ontario

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to
be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without)
power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____

Witness

Individual Creditor

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

20 Wellington St E, Suite 500
Toronto ON M5E 1C5

CHECKLIST FOR PROOFS OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and, where required, proxy form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

- ▶ The signature of a witness is required;
- ▶ The claim must be signed personally by the individuals;
- ▶ If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
- ▶ Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

- ▶ Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

- ▶ State the date of bankruptcy, proposal of receivership and the amount of your claim;
- ▶ A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
- ▶ A statement of account is not complete if it begins with an amount brought forward;
- ▶ The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

- ▶ An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
- ▶ A secured creditor must check subparagraph C. You must insert the value at which you assess each of your securities and provide a certified true copy of the security documents as registered.

PARAGRAPH 5

Strike out "are" or "are not" as applicable to you. You would be considered a related person if:

- ▶ You are related to blood or marriage to the debtor;
- ▶ If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

- ▶ Within the 3 months preceding the bankruptcy or proposal, if the creditor and the debtor are not related;
- ▶ Within 12 months preceding the bankruptcy or proposal, if the creditor and debtor are related.

In the case of an individual's bankruptcy only, you may request some or all of the items stated after paragraph 6.

GENERAL PROXY

A creditor may appoint a proxy by completing the proxy form, if the creditor is a corporation, the proxy form must be completed in the corporate name and signature witness.

NOTES

- ▶ Only creditors who have filed claims in the proper manner before the time appointed for the meeting of creditors are entitled to vote;
- ▶ A creditor may vote either in person or by proxy;
- ▶ A debtor may not be appointed a proxy at any meeting of his creditors;
- ▶ The trustee may be appointed as a proxy to for any creditors;
- ▶ A corporation may vote by an authorized agent at the meeting of creditors;
- ▶ In order to have the right to vote, a person must himself be a creditor or be the holder of a property executed proxy showing the name of the creditor;
- ▶ Only creditors who filed claims in the proper form with the trustee are entitled to share in any distribution that may be made.

APPENDIX I

Canadian Western Bank v 8438048 Canada Inc.

Examination of Narinder Shoker held on January 24, 2025 – List of Undertakings

#	Undertaking	Response ¹
1.	Produce all documents listed in the Notice of Examination dated January 20, 2025	<p>The bank records for the transfer of funds for the trucks and trailers in Item 2 would have been directly sent by CWB as the information was provided by AMG Global to CWB who then paid the vendors directly.</p> <p>Subsequent information is still being reviewed and will be provided as soon as possible.</p> <p>Items 1 - 17 listed on pages 2 and 3</p> <ol style="list-style-type: none">1. The books and records of 8438048 Canada Inc. were kept at 425 Gibraltar Drive, Mississauga, Ontario. At that location, were computers, emails, and a filing cabinet and when AMG ceased operations on or about December 4, 2024, The books and records and all items not taken were moved to Mr. Shoker's then principal residence. BVD obtained judgment against AMG for in excess of \$4,000,000.00, which judgment was appealed to the Court of Appeal and the appeal was perfected but BVD in violation of the Rules of Civil Procedure, took possession of the principal residence pursuant to a mortgage that had been granted to it as security for outstanding indebtedness. Notwithstanding the protestations of AMG and Mr. and Mrs. Shoker, BVD took possession of the premises. On or about the third week of January, 2025, a fire destroyed the house and the contents. The fire is still under investigation. The fire department

¹ Responses to all undertakings due by January 31, 2025.

		<p>and police reports are outstanding. There was no insurance to cover any of the losses. Accordingly, the books and records and all other equipment, contents, personal belongings and records of 8438048 Canada Inc. were lost.</p> <ol style="list-style-type: none">2. The bank records are also not available and would need to be obtained from the relevant banks; TD, RBC, and CWB. Mr. Shoker has provided the log and credentials for all online bank accounts. Please refer to Undertaking 29. The passwords and user names are indicated therein for CWB, TD, RBC and Scotia.3. The answer to this question is similar to #1 in that the correspondence, if any was destroyed in the catastrophic housefire.4. Mr. Shoker continues to try to locate the vehicle, ownership documents and if necessary will attempt to obtain them from Service Ontario but this is a daunting task since Mr. Shoker does not recall the pertinent details and will take some time.5. GFS International Inc. was located at 455 Gibraltar Drive, not 425 Gibraltar Avenue. GFS was a brokerage only with no sublease and no assets. We enclose the Form 6 indicating the new directorship of Manmeet Kaur Shoker effective May 1, 2024, who resides at 135 Barleyfield Road, Brampton, Ontario, L6R 2J4. Narinder Singh Shoker resigned on the same date. We enclose the Certificate of Incorporation and the Form 6 Change.6. Similarly, all correspondence and evidence of such were burned in the catastrophic housefire. Any further correspondence would need to be requisitioned with appropriate directions and authorizations to those corporations indicated therein. As soon as possible, if you so require, letters and authorizations will be sent out to obtain any and all correspondence between 8438048 Canada Inc. and those corporate entities.
--	--	---

7. With respect to 7(a), we enclose the Statement of Claim issued by Dailmer Truck as against 843 and Narinder Shoker on June 21, 2024. This claim was not defended and the Bailiff attended on November 26, 2024 to seize whatever equipment and rolling stock it found at 425 Gibraltar Road, Mississauga, Ontario. To the best of the recollection of Mr. Shoker, 8 to 11 pieces were still in the yard. The other pieces of rolling stock were either on route to or on route from.

With respect to 7(b), Equipment Finance – BVD commenced an action for approximately \$5,000,000.00 as against AMG and the matter was settled outside of court and whereby AMG was to pay a lump sum of \$400,000.00, provide security on the principal residence of Mr. and Mrs. Shoker and paid \$25,000.00 per week. The contentious issue was whether in addition to those sums, AMG was to pay ongoing lease payments. AMG did not pay ongoing lease payments. AMG did pay \$400,000.00 and 16 weekly payments of \$25,000.00 each but could not pay the financing cost. On consent, an order was granted in Brampton Court to return the equipment. The correspondence is undertaking #66.

With respect to 7(c), Breadner Trailers – The equipment that Breadner had security on was listed in a letter dated August 3, 2023. There were about 10 reefer units. They were all repossessed. However, Breadner released 10 trailers to BJS Transport Limited by Lease Agreement. The Lease Agreement and detailed units reefers and serial numbers are indicated in the enclosed documentation. Five trailers were sold by Breadner Trailers to GFS Haulers, a style of 2778735 Ontario Inc. at a price of \$96,510.20, the details of this transaction is also enclosed.

With respect to 7(d), Paul Motor Leasing Company – leased to BJS Transport Limited. 3 vehicles, a Mercedes Benz, a Bentley, a Cadillac Escalade, the details of which are also enclosed.

		<p>With respect to 7(e) Interpool Inc. – Had a lease on one piece of equipment which was returned 2012 Chassis.</p> <p>With respect to 7(f) to (i) – All equipment was returned.</p> <p>8. The books and records are accessible from the banks from online banking. Please see previous reference to the password and other information. The debtor does not have access to any of 8(a) or (b) but BDO being the receiver has the full authority under court order to obtain same.</p> <p>9. Similar answer to #8.</p> <p>10. The debtor does not have any correspondence but BDO being the Receiver and Manager under court order has full authority to obtain any and all correspondence between the debtor and CRA.</p> <p>11. CRA can provide all accounts for HST and source deductions.</p> <p>12. Please see the undertaking chart.</p> <p>13. Please see the undertaking chart.</p> <p>14. Has been provided see undertaking chart.</p> <p>15. The invoices are not available except to the extent that they can be obtained from the debtors by written direction of the Receiver. Mr. Shoker will cooperate in this endeavor, if BDO requires the invoices.</p> <p>16. If any documents are located, they will be provided.</p> <p>17. If any documentation is found, it will be provided.</p>
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2.	Login information for CRA account of 8438048 Canada Inc. (“AMG Global”).	Username: Nshoker1923 Password: Mavneet2430
3.	All 2023 tax returns and notices of assessment of AMG Global.	The tax returns and notices of assessments should be accessible by using the login details as provided above
4.	Produce complete copies of the reports from which the excerpts were included in the folder of documents brought to the examination.	Mr. Shoker cannot locate the package, but if the Receiver provides the copies provided, he can review his records to see what exists.
5.	Produce confirmation of resignation of Mr. Shoker as director of 14713737 Canada Inc. (“147”)	Please see attached. Note there was an error that the resignation ought to have been pursuant to the <i>Canada Business Corporations Act</i> , RSC 1985, c. C-44, and not the <i>Business Corporations Act</i> , R.S. 0. 1990, c.B.16.
6.	Produce any records of the transfer of shares in GFS International Inc. to Manmeet Shoker.	There is no formal documentation. No Minute Book exists for GFS International Inc. The transaction was verbal.
7.	List of all receivables of AMG Global, including contact information for all customers.	Please see attached.
8.	List of all brokers with whom AMG Global worked, including contact information for the brokers and a breakdown of any amounts owed by the brokers to AMG Global.	Please see attached, including all customer information, which includes all brokers. Breakdown of amounts owing is in the above attachment at Item 7.
9.	List of all subcontractor truck drivers, including their contact information and any	The independent contractors, owner operators were approximately 15 – 20 operating under their personal name or corporate names. This list will be provided as soon as it can be assimilated.

	agreements covering their relationship with AMG Global.	
10.	List of dispatchers of AMG Global and their contact information.	Inderjit Walia 70 Pennsylvania Ave, Brampton, ON L6Y 4P2 Daniel Pizko 4125 Uxbridge Lane, Mississauga, ON LYW 3W7 Ishu Goyal 211-2970 Drew Rd, Mississauga, ON L4T 0A6 Prabhjot Grewal 113 Desert Sand Drive, Brampton, ON L6R 1V7 Karamdeep Singh 105-3455 Morningstar Dr, Mississauga, ON L4T 3T9
11.	Login credentials for the GPS tracking system account with Motiv, prior to the account being closed.	Username: dispatch@amgfleets.ca Password: Dispatch@123#
12.	List of all trucks that were using the GPS tracking system.	Complete list may be found using the following login details: Username: dispatch@amgfleets.ca Password: Dispatch@123# Given that AMG Global no longer pays for this service, Mr. Shoker believes

13.	List of all employees of AMG Global, including their names, addresses, social insurance numbers, and start dates.	<p>Babita Mehra 37 Arcadia Rd, Caledon, ON, L7C 3W6 Start date: Reviewing records to locate start date</p> <p>Ishu Goyal 211-2970 Drew Rd, Mississauga, ON, L4T 0A6 Start date: Reviewing records to locate start date</p> <p>Karamdeep Singh 105-3455 Morningstar Dr, Mississauga, ON, L4T 3T9 Start date: Reviewing records to locate start date</p> <p>Navdeep Singh Sidhu 123 Saintsburry Cres, Brampton, ON, L6R 2W4 Start date: Reviewing records to locate start date</p> <p>Rajveer Singh 37 Arcadia Rd, Caledon, ON, L7C 3W6 Start date: Reviewing records to locate start date</p> <p>Vishwajeet Singh 40 Duncun Cres, Brampton, ON, L67 3G1 Start date: Reviewing records to locate start date</p>
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14.	List of any outstanding wages, vacation pay, or other amounts owing to employees by AMG Global.	<p>Babita Mehra Wage Balance: \$5,026.42</p> <p>Ishu Goyal Wage Balance: \$13,573.00</p> <p>Karamdeep Singh Wage Balance: \$5,972.28</p> <p>Navdeep Singh Sidhu Wage Balance: \$10,363.64</p> <p>Rajveer Singh Wage Balance: \$4,329.82</p> <p>Vishwajeet Singh Wage Balance: \$13,893.21</p> <p>Records of Employment have been issued and if they can be located, will be provided or Mr. Shoker will ask the individuals involved to provide copies, if requested.</p>
15.	Produce copies of the lease agreements entered into after AMG Global ceased its active business operations.	<p>AMG Global ceased its active business operations on or about July 2024. One lease agreement was entered into after that date for one truck and one trailer, a reefer unit 2023 to Proleasing Freight Liner which Proleasing has been told to retrieve it, if it has not already seized it.</p>

16.	List of accounts held by AMG Global with Canadian Western Bank (“ CWB ”) and Royal Bank of Canada (“ RBC ”), including account number and branch.	CWB CAD Account Branch No.: 030 Transit No.: 00832 Account No.:101017438558 CWB USD Account Branch No.: 030 Transit No.: 00832 Account No.: 101017455247 RBC CAD Account Branch No.: 003 Transit No.: 01834 Account No.: 1028778 RBC USD Account Branch No.: 003 Transit No.: 01834 Account No.: 4002507
17.	To provide any information he recalls or otherwise obtains after the examination about the operations of AMG Global and its corporate structure.	No further information is available at this time.
18.	Produce invoices and receipts for expenditures made under the Demand Operating Loan from CWB.	The loan from CWB of September 2023 was disbursed between that date and July 2024 in the following manner: \$2,700,000.00 to RBC of which CWB directly advanced and has proof of such advance. \$800,000.00 to BVD (\$400,000.00 by lump sum and \$25,000.00 per week for 16 weeks)

		The balance of approximately \$600,000.00 was to pay old debts, ongoing expenses, mechanics, mechanic shops and owner operator drivers, insurance and the like.
19.	Produce invoices/receipts for trucks and trailers purchased from Eutopia with the funds from the Credit Agreement between CWB and AMG Global dated April 1, 2024 (for \$911,250.00)	All bills of sale were provided to CWB before the funds were directly paid by CWB to the vendors.
20.	Produce invoices/receipts for truck purchased in a private deal with the funds from the Credit Agreement between CWB and AMG Global dated April 1, 2024 (\$76,500.00).	The bill of sale was provided to CWB before the funds were directly paid by CWB to the vendor.
21.	Produce invoices/receipts for the two trucks purchased from Eutopia with the funds from the Credit Agreement between CWB and AMG Global dated April 1, 2024 (\$195,500.00).	All bills of sale were provided to CWB before the funds were directly paid by CWB to the vendors.
22.	Produce invoices/receipts for the three trailers purchased from Planet Trucks with the funds from the Credit Agreement between CWB and AMG Global dated May 2, 2024 (\$252,400.00).	All bills of sale were provided to CWB before the funds were directly paid by CWB to the vendors.
23.	Produce insurance policies and claims in respect of the trucks purchased from funds	Please see attached.

	from CWB and that were in an accident in the United States.	
24.	Detailed descriptions of the location and contact information for anyone with information on the location of the trucks/trailers purchased with funds from CWB and that are located in the United States.	Vintage Logistics yard address: 18714 West Peak Road, Laredo TX Phone Number: 416-639-6764 (coordinated through HBC Transport)
25.	Contact information for Vintage Logistics located in Laredo, Texas, including name, phone number, and email.	Vintage Logistics yard address: 18714 West Peak Road, Laredo TX Phone Number: 416-639-6764 (coordinated through HBC Transport) One reefer unit is still sequestered in Lorado, Texas.
26.	Detailed descriptions of location and contact information for anyone with information on the location of all vehicles purchased with funds from CWB.	Reference is made to answers to items 19, 20, 21 and 22 and there is one reefer unit in Loredo, Texas and 8 drive vans, one located in Sarnia, Ontario under the control of Canada Border Services.
27.	To provide any additional information recalled or otherwise obtained about how AMG Global used any funds advanced by CWB.	Will provide if any additional information is garnered.
28.	List of all bank accounts held by AMG Global, including the institution name, account number, and branch.	CWB CAD Account Branch No.: 030 Transit No.: 00832 Account No.:101017438558 CWB USD Account

		<p>Branch No.: 030 Transit No.: 00832 Account No.: 101017455247 RBC CAD Account</p> <p>Branch No.: 003 Transit No.: 01834 Account No.: 1028778 RBC USD Account</p> <p>Branch No.: 003 Transit No.: 01834 Account No.: 4002507 Scotia CAD Account</p> <p>Branch No.: 002 Transit No.: 67082 Account No.: 0173312 Scotia USD Account</p> <p>Branch No.: 002 Transit No.: 25882 Account No.: 008818 TD CAD Account</p> <p>Branch No.: 004 Transit No.: 01362 Account No.: 5408341 TD USD Account</p> <p>Branch No.: 004 Transit No.: 01362 Account No.: 7318835</p>
29.	Login credentials for all online bank accounts.	<p>CWB Username: 11443853 Password: Mavneet2430\$</p> <p>TD Username: 1305796979816 Password: Mavneet2430\$</p> <p>RBC Username: 4519022652127382 Password: Mavneet2430\$</p> <p>Scotia Username: 670820173312 Password: Mavneet2430\$</p>

30.	Produce all paper records of AMG Global being stored at Mr. Shoker's residence (6 Darou Crescent, Brampton).	Those records are no longer available as they were destroyed in a fire at Mr. Shoker's residence. Given this unforeseen circumstance, Mr. Shoker is unable to comply with the undertaking.
31.	Login credentials for computers used by AMG Global in its business operations.	Dispatch Computers Login: DISPATCH AMG Password: AMGDispatch@123\$ Accounting Login: ACCOUNTS AMG Password: AMGAccounts@123\$ Safety Operations Login: SAFETY AMG Password: AMGSafety@123\$
32.	Names and contact information for employees who took any computers.	Upon review and discussion with his former dispatch team, all computers were returned to his home at 6 Darou Crescent, and were unfortunately destroyed in a fire at Mr. Shoker's residence.
33.	Deliver computers at Mr. Shoker's residence to the Receiver.	Those records are no longer available as they were destroyed in a fire at Mr. Shoker's residence. Given this unforeseen circumstance, Mr. Shoker is unable to comply with the undertaking. If alternative sources of the requested information exist (i.e., certain soft copies), Mr. Shoker is prepared to discuss potential ways to address the request.

34.	Login credentials, including hosting service, for all email accounts used by AMG Global in its business operations.	Email: dispatch@amgfleets.ca Password: The hosting service is Outlook.
35.	If not covered by previous undertaking, login credentials for online banking accounts into which funds e-transferred to shoker@amgfleets.ca are deposited.	CWB Username: 11443853 Password: Mavneet2430\$ TD Username: 1305796979816 Password: Mavneet2430\$ RBC Username: 4519022652127382 Password: Mavneet2430\$ Scotia Username: 670820173312 Password: Mavneet2430\$
36.	Produce factoring agreements with BVD and England Logistics.	There was no factoring arrangement with BVD. There were premature Notice of Assignments sent by BVD but were retracted and there was no formal factoring arrangement in place. Please see attached, including a Notice of Assignment with England Logistics.
37.	Login credentials for QuickBooks and any other accounting software used by AMG or its advisors.	Xpert Accounting Login: admin Password: AMG2430
38.	Produce supporting documentation used to prepare the HST refunds for July 2024, August 2024, September 2024, October 2024, and November 2024.	The supporting documentation was transferred to Mr. Shoker's residence, which was destroyed. However, Mr. Shoker authorizes the Receiver to speak with ASK Associates about the supporting documentation as AMG Global has failed to pay their previous invoices and they are not providing any support during this time.

39.	To provide any additional information recalled or otherwise obtained about AMG Global's bank accounts, business accounts, tax returns and books and records.	Will provide any additional information as obtained.
40.	List of all companies who rented space at 425 Gibraltar.	Vol Freight, Khalsa Welding, Trailers Empire, ACE Performance Motor Inc., and B.J.S. Transport Ltd.
41.	Any sale agreements between AMG and Royal Bhatti Transport.	There is no formal documentation recovered.
42.	Registration information filed with the Ministry of Transportation to effect the transfers of trucks and trailers from AMG Global to Royal Bhatti Transport, and then from Royal Bhatti Transport to AMG Global.	No documentation with respect to anything filed with the Ministry of Transportation has been located. At the moment there is no documentation but Mr. Shoker will attempt to obtain same either from Service Ontario, if possible or from contacting Royal Bhatti Transport whom has since gone out of business.
43.	To provide any additional information recalled or otherwise obtained about B.J.S Transport Inc, Royal Bhatti Transport Ltd., and GFS International.	Please see profile of BJS Transport Inc. Royal Bhatti Transport Ltd. is out of business and GFS International was simply a brokerage company and did not own assets other than perhaps a telephone.
44.	Details of the location of the vehicle being stored by Just Trux (Sukhraj Singh) in Oakville.	Sukhraj Singh goes by Raja. Their main office is in 1093 Lorimar Dr, Mississauga, ON L5S 1M5, but he refuses to pick up Mr. Shoker's phone and any new location cannot be located. Telephone: 647-993-8235
45.	Complete list of all vehicles owned, leased, or otherwise financed by AMG Global in 2023 and 2024.	Will provide.

46.	Produce lease agreements for the Escalade, Bentley, and Mercedes.	See the lease agreements for Escalade, Bentley and Mercedes.
47.	Registration Identification Numbers for GFS International, Royal Bhatti Transport, and B.J.S. Transport.	No RIN for GFS International Royal Bhatti Transport: The B.J.S. Transport RIN is 146621685.
48.	U.S. Department of Transportation registration number for AMG Global.	MC No.: 973565 DOT No.: 2896600
49.	Produce all ownership documents for trucks and trailers owned by AMG Global.	Will attempt to obtain same from Service Ontario. Will use best efforts.
50.	Contact information for LD and Transcon	Transcon has been shut down. LD Transline, Mandeep Singh: 204-396-3786
51.	List of Vehicle Identification Numbers for vehicles owned by subcontractors but for which AMG Global put its logo on.	A list will be provided as soon as possible.
52.	To provide additional information recalled or otherwise obtained about the vehicles owned and leased by AMG Global and its capital assets.	At present there is no additional information but will provide, if any comes in to the knowledge, control or possession of Mr. Shoker.
53.	List of companies with which AMG Global has exchanged trucks and trailers.	Caramex, Ameri-Can System, Akal Transport, and Stone Hinge

54.	List of unpaid truck drivers and contact information.	Upon review, Mr. Shoker has used HST proceeds to pay drivers, and no outstanding payments are owed to truck drivers.
55.	Produce documents from insurance companies indicating that AMG Global's insurance policies have been cancelled.	Please see attached.
56.	Google spreadsheet with the last known location of the vehicles and login credentials for the associated account.	The Google account may be a personal account of the dispatcher. The Google Sheet no longer exists as per Inderjit Singh Walia.
57.	Contact information for the dispatcher who made the Google spreadsheet.	Inderjit Singh Walia Telephone: 647-990-8071
58.	Contact information for Mitko.	Will provide the contact information for Mitko. He was a contractor for containers.
59.	Name and contact information for carrier who is in possession of the trailer listed at either line 93 or 95 of the Excel spreadsheet.	Hassan Jawad Telephone: 416-427-3711
60.	Confirm which trailer the carrier is in possession of.	Mr. Shoker is unaware of the exact trailer Mr. Jawad is in possession of. Mr. Jawad has advised he has been in the hospital for some time, but will return the trailer in his possession.

61.	Inderjit Walia to confirm the location of the other trailer at line 93 or 95 of the spreadsheet and to provide the name of the carrier with whom he is inquiring.	The other trailer indicated there is in the possession of Hassan Jawad and the other is at the Sarnia border under control of Canada Border Services Agency.
62.	Produce documents from the CBSA indicating that the vehicle at line 97 of the Excel spreadsheet has been seized.	Will provide.
63.	Provide the card and contact information for the bailiff (“Dog bailiff”) who seized the vehicles on behalf of Daimler.	Don McWilliams 2-142 Waterloo Street, Waterloo, ON N2J 1Y2
64.	Full name of the security company (“Eagle”), contact information, and all available security footage for 425 Gibraltar.	Eagle Vision Contact Name: Param Telephone: 416-800-0706 Address: 7895 Tranmere Drive, Unit 3, Mississauga, ON L6S 1V9
65.	Provide all notices of intention to retain vehicles.	Has been unable to uncover Notices, but has included pleadings and motion materials recovered, which have been attached.
66.	Produce email exchanges between BVD and AMG Global in respect of returning the vehicles to BVD.	Enclosed is the correspondence by email between Di Monte & Di Monte LLP and the solicitor Pathik Baxi of BVD.
67.	Details of location of trailer of TFG Financial located in Tracey, California, including any photos or videos.	The trailer is actually located at East Victor Road in Lodi, California, 94240. Not Tracey, California. Please see attached.
68.	Contact information for Caramex.	Caramex Logistics

		Email: dispatch@caramexlogistics.com Telephone: 905-601-8800 Address: 62 Selby Road, Brampton, ON L6W 3L4
69.	Details for when vehicles were returned to Riordan Leasing Inc, including who took the vehicles, their contact information, and where the vehicles were located.	Contact Information: Ontario Legal Recovery Ltd. Address: 871 Victoria St. N, Unit 7B, Kitchener, ON Telephone: 519-650-0440 Email: james@legalrecovery.ca
70.	Name and contact information for bailiff that seized vehicle on behalf of Flex-Cap.	This is not within the knowledge of Narinder Shoker nor does he know how to contact the Bailiff. He does not know the name of the Bailiff.
71.	Produce email exchanges between AMG Global and Mitsubishi regarding Mitsubishi seizing its vehicles.	Mr. Shoker does not have any email exchanges between AMG and Mitsubishi regarding Mitsubishi seizing its vehicles but is prepared to write to Mitsubishi to request same with proper authorization of BDO. BDO has control of the affairs of AMG but not Mr. Shoker. Mr. Shoker is functus as a director of AMG inasmuch as he has made an assignment into bankruptcy and is not entitled to exercise the authority powers and authorization of a director.
72.	Confirm information at line 10 of the Excel spreadsheet, including whether the vehicle was returned to Breadner or any other	Yes, returned to Breadner. Breadner released the vehicle to BJS Transport Limited.

	leasing company, the location of the vehicle when it was returned, who took it and their contact information, when it was returned, and any documents.	
73.	For lines 42-43, 45-61 of the Excel spreadsheet, details of whether the vehicle was returned to Breadner or any other leasing company, the location of the vehicle when it was returned, who took it and their contact information, when it was returned, and any documents.	They were returned to Breadner.
74.	Contact information for Sudhit Gupta.	Telephone: 416-473-5957
75.	Names and contact information for companies using the trailers leased by Breadner Trailers.	Caramex, returned trailers on January 7, 2025.
76.	Mr. Shoker to check 455 Gibraltar to see if the forklift leased by Vault Credit Corporation is there and if there are any other AMG vehicles located there.	Forklift leased by Vault Credit is located at 455 Gibraltar Drive, Mississauga, ON It is the only vehicle that belonged to AMG Global located at this location.
77.	Confirm accuracy of the statements made in the Excel spreadsheet and provide any updates.	This will be confirmed next week given there are some errors (including the duplication of certain trailers).
78.	Confirm the location of the vehicle leased by Bennington at line 64 of the Excel spreadsheet, including whether it has been returned.	Based on recollection, this was picked up by a bailiff.

79.	To provide any additional information recalled or otherwise obtained about the vehicles that are owned or leased by AMG Global.	Will provide any additional information that comes within the knowledge, possession or control of Harminder Shoker.
80.	Confirm who at AMG Global was responsible for asking for the letters found at Exhibit W of the Hamblin Affidavit.	Harmandeep Kaur, Safety and Compliance Manager
81.	Obtain information about who from AMG Global was providing the estoppel/no interest letters from AMG Global to CWB, including their contact information and any communications.	Harmandeep Kaur, Safety and Compliance Manager
82.	Complete list of all farming equipment owned by 147.	Haybuster Straw Spreader M.C. Flail Chopper 8' Woods Mower 5' Bushhog 4' Bushhog 12' Mckee Cultivator 12' Vibrashank Cultivator 9' Lncorporator Cultivator 12' John Deere Disc Blue Jet Two Tooth Subsoiler Small Cultivator 2 Small Cultivators International Hay Rake John Deere Manure Spreader Glencoe Soil Saver

		<p>Rubber Tire Packer Steel Roller Howard Rototiller</p> <p>2 Head Rototille Large Hay Wagon 20' Bin Wagon</p> <p>3 Display Wagons</p> <p>Covered People Mover Wagon. Trail Blazer. Covered People Mover Wagon</p> <p>3 Small Wagon Frames Large Wagon Frame</p> <p>Mighty Dumper Wagon. 8 Ton Capacity, Tandem Axle, 24" Side Racks 2 Row Hooded Sprayer</p> <p>2-3 Pt Hitch Sprayers Demco 30' Pull Sprayer Hardi Sprayer- 45' Boom John Beane Air Blast Sprayer Pull Type Raspberry Sprayer</p> <p>450 Gallon Water Tank on Wheels 1600 Gallon Water Tank on Skids</p> <p>2 X 4 Row John Deere Vegetable Seeders 4 X John Deere Vegetable Seeder Units Homemade Pumpkin Vacuum Seeder</p> <p>3 Row Mechanical Transplanter Single Row Mechanical Transplanter Water Wheel Transplanter</p> <p>Holland Plastic Mulch Transplanter Plastic Mulch Layer</p> <p>Plastic Mulch Lifter 2 Friday Tractors</p> <p>4 Row Kinze Corn Planter</p> <p>Ford TW5 Tractor. Cab. approx. 4100 Hours Ford 6640 Tractor with a Cab</p> <p>165 Massey Ferguson Tractor</p>
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		165 Massey Ferguson Tractor
		165 Massey Ferguson Tractor
		165 Massey Ferguson Tractor
		245 Massey Ferguson Tractor
		250 Massey Ferguson Tractor with Loader, Bucker & Pallet Fork
		274 Lnternational Tractor
		Case 480 Construction King Tractor, Bucket, Bale Spike & Brush Fork
		10' Snow Plow for Ford 6640
		Hyster Fork Lift (Needs Tune-Up)
		4 Ton Pull Fertilizer Spreader
		3 Pt Hitch Fertilizer Spreader
		Luknow 7' Double Auger Snowblower
		Produce Bin Dumper
		3-Round Grading Tables
		927 X 2" X 30 Ft Wade Rain Plain
		507 X 3/4" Brass Sprinkler & 12" Riser TBE
		75 X 2" Wade Rain Plug
		90 X 4" X 20 Ft Wade B&L Both Ends

		120 X 4" X 30ft Wade 10 X 4" X 40ft Wade 20 X 4" X 40 Hook Style 6 X 6" X 30 Ft Wade 1 X 6" Suction C/W Foot Valve 6 X 4" Wade Valve 30 X 4x2 Side Branch Tee 8 X 4" Wade Fert Injector Assembly 8 X 4x3 Side Branch Regulator Assembly 6" Marlow Ptpump 8 X 4" Valve Opener 50hp Berkeley Electric Pump 3 Unit Galaxy Disc Filter 6" Flow Meter 6" Suction C/W Foot Valve & Float Barrel 8 X 4x90 Wade Elbow 20 X 4" Wade Tee 15 X 4" Wade Plug
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		2x24" Sand Filter Assembly Boure Traveling Irrigation Gun
83.	To provide any additional information recalled or otherwise obtained about 147 and the loan made by AMG Global to 147.	No loan was actually provided by AMG Global to 147.
84.	Contact information for Manmeet Shoker and Jasvir Shoker.	Manmeet Shoker Telephone: 902-401-2070 Jasvir Shoker Telephone: 647-966-2939

CANADIAN WESTERN BANK

Applicant -and- 8438048 CANADA INC.

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

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

PROCEEDING COMMENCED AT
TORONTO

**SECOND SUPPLEMENTAL MOTION RECORD OF
THE RECEIVER
(RETURNABLE APRIL 8, 2025)**

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