

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

**FARM CREDIT CANADA**

Applicant

- and -

**14713737 CANADA INC.**

Respondent

APPLICATION UNDER SUBSECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF *THE COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**MOTION RECORD**  
(Returnable March 10, 2026)

January 14, 2026

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Receiver of 14713737 Canada Inc.**

**ONTARIO  
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# **TAB 1**

Court File No. CV-25-00003786-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

FARM CREDIT CANADA

Applicant

-and-

14713737 CANADA INC.

Respondent

**NOTICE OF MOTION**

The Receiver, Albert Gelman Inc. (“**AGI**”, and in its capacity as receiver and manager, without security, of the assets, undertakings and properties of 14713737 Canada Inc. (the “**Company**”), the “**Receiver**”) will make a Motion to a Judge of the Ontario Superior Court of Justice on March 10, 2026 at 10:00 a.m. sitting at the Courthouse located at 7755 Hurontario Street, Brampton, Ontario, L61 4T1.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard

- In writing under subrule 37.12.1(1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.**

at the following location

Via Zoom: Link to be provided by the Court.

**THE MOTION IS FOR**

- (a) An Order, amongst other things,
  - (i) declaring that the Disclaimer Notices (defined below) issued by the Receiver to the Commercial Tenants (defined below) are effective in accordance with their terms and ordering necessary relief in relation thereto, including directing the removal of all the Commercial Tenants' personal property and any property under any of their control;
  - (ii) directing the Company's directors to comply with their obligation under paragraph 5 of the Appointment Order to provide the Company's Books and Records (defined below) within their possession or control to the Receiver;
  - (iii) authorizing the Receiver to cause the removal of the Abandoned Vehicles (defined below) from the real property municipally known as 7372 and 7388 Guelph Line, Milton, Ontario (the "**Real Property**");
  - (iv) approving a sales process for the Real Property;
  - (v) approving the Receiver's first report to the Court (the "**First Report**"), and the Receiver's supplementary report to the First Report (the "**Supplementary Report**") and the actions and activities of the Receiver described therein;

- (vi) approving the fees and disbursements of the Receiver and its legal counsel, Miller Thomson LLP ("MT"), as outlined in the First Report and detailed in the supporting fee affidavits appended thereto; and
- (vii) if necessary, validating service of the within motion record and dispensing with further service thereof.

(b) Such further and other relief as to this Honourable Court may deem just.

## THE GROUNDS FOR THE MOTION ARE

### Overview

- (c) AGI was appointed as Receiver, without security, over the assets, undertakings and properties of the Company, including the Real Property (collectively, the "**Property**"), pursuant to the Order of Justice Cudjoe (the "**Appointment Order**") dated August 22, 2025 (the "**Appointment Date**").
- (d) Following the Appointment Date and as detailed in the First Report, the Receiver has undertaken activities in furtherance of, amongst other things, (i) Property stabilization and management; (ii) regulatory compliance; (iii) stakeholder engagement; and (iv) monetizing the Real Property.
- (e) In the circumstances described herein, the Receiver requires the Courts assistance to prepare the Real Property for sale.
- (f) At the return of the within motion, the Receiver will ask this Court to enforce notices of lease disclaimer (the "**Disclaimer Notices**") delivered by it to the three commercial tenants of the

Company (the “**Commercial Tenants**”) and grant other relief necessary to maximize the market value of the Real Property – including authorizing the removal and storage of (i) the Commercial Tenants’ personal property and any personal property controlled by any of them, if not voluntarily removed, and (ii) trucks and trailers of unknown ownership that have been abandoned on the Real Property (the “**Abandoned Vehicles**”).

- (g) The Receiver will also seek the approval of (i) its conduct to date and (ii) and its accounts to December 31, 2025, as well as the accounts of its legal counsel, MT.

**The Disclaimer Notices and Related Relief Should be Granted**

- (h) The Real Property is the Company’s known material asset. It is comprised of 142 acres of agricultural land. The workable acreage is leased annually to a local farmer to grow field crops. Three Commercial Tenants currently occupy space on the Real Property.
- (i) The majority of the Real Property is designated, pursuant to the Niagara Escarpment Planning and Development Act, R.S.O. 1990, c. N.2, by means of the Niagara Escarpment Plan (“**Plan**”), as Escarpment Protection Area (“**EPA**”) while a smaller portion at the north end of the Real Property is designated as Escarpment Natural Area (“**ENA**”).
- (j) EPA is an area of visual and environmental significance and includes lands that have been significantly modified by various land use activities. EPA aims to protect and, wherever possible, enhance the character of escarpment lands. ENA is an area that remains in a relatively natural state and undisturbed.
- (k) The EPA designation allows for a very limited range of permitted uses and the ENA designation, an even more limited range of permitted uses.

- (l) The businesses conducted by the Commercial Tenants are not permitted uses of the Real Property.
- (m) On September 19, 2025, the Receiver issued a Disclaimer Notice to each Commercial Tenant pursuant to paragraph 3(c) of the Appointment Order.
- (n) The Disclaimer Notices each gave notice that the relevant commercial lease was disclaimed effective October 19, 2025, and required the relevant Commercial Tenant to remove their personal property and surrender vacant possession as of that day. Each Commercial Tenant was further advised that any of their personal property left on the Real Property would be considered by the Receiver to be abandoned and disposed of accordingly.
- (o) None of the Commercial Tenants objected to the Disclaimer Notices.
- (p) As of the date of this First Report none of the Commercial Tenants have vacated the Real Property.
- (q) None of the Commercial Tenants have paid any rent since the Appointment Date.
- (r) On January 13, 2026, the On January 13, 2026, the NEC issued a Notice of Violation to each of the Company, Green City and Turbo Masters. The NEC has demanded that each recipient, by no later than February 28, 2026:
  - (i) permanently cease their unapproved use of the Real Property; and
  - (ii) permanently remove, or cause to be removed, all commercial vehicles incidental to the unauthorized land use, to an appropriate off-site location.

(s) The Commercial Tenants' continued occupation of the Real Property exposes the Company to regulatory action and a reduced market value for the Real Property.

**All Vehicles Should be Removed from the Real Property**

(t) Prior to the Appointment Date, the NEC issued an Order to Demolish/Restore (the "NEC Order") to the Company in relation to the storage of transport trucks and trailers on the Real Property.

(u) Under the NEC Order, the Company was required to remove all transport trucks and trailers from the Real Property by March 14, 2025, except for a maximum of four trucks and seven trailers – if such vehicles are used as an "accessory" (as defined under the Plan) to the existing agri-industrial operation. The NEC Order expressly prohibits the Company from storing any additional vehicles on the property without a development permit from the NEC.

(v) There are currently ten Abandoned Vehicles on the Property. None are accessory to permitted uses of the Real Property.

(w) The Receiver seeks an order permitting it to cause the removal of all vehicles located on the Real Property, including vehicles used by the Commercial Tenants or stored in their course of any of their businesses, if not voluntarily removed by the Commercial Tenants, and to store same at premises of its liquidator/auctioneer, Canam Appraiz Inc. ("Canam"), pending further direction to be provided by the Court at a later date for the disposition of the Vehicles.

(x) The Receiver has been advised by Canam that its subcontractors, who specialize in the removal of equipment such as the Abandoned Vehicles, will not remove the Abandoned

Vehicles unless either: (i) ownership is clearly established; or (ii) the Court issues an order authorizing the Receiver to remove, transport, and store the vehicles.

**The Directors and Former Director Should be Directed to Comply with Paragraph 5 of the Appointment Order**

(y) Paragraph 5 of the Appointment Order states:

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

(z) The Receiver has written to the Directors (Daniel Piszko, Manmeet Kaur Shoker, Azad Singh Goyat and Charalambos Keketisids), and to a former director (Narinder Shoker), to request information and documents related to the Company. While one director, Piszko, has provided some information, the other directors and N. Shoker have not responded, and the following books and records (the "**Books and Records**") remain outstanding in material part:

- (i) balance sheets;
- (ii) profit and loss statements;
- (iii) cash flow statements;

- (iv) equipment list; and
- (v) all other books and records of the Company.

(aa) The lack of Books and Records is hindering the administration of this receivership by, amongst other things, (i) preventing the Receiver from confirming that the Real Property is the only material asset of the Company, (ii) identifying potential stakeholders of the Company; (iii) filing the Company's tax returns with the Canada Revenue Agency.

**The Sale Process Should be Approved**

- (bb) There is interest in the Real Property, and the Receiver believes that a Court-approved sale process, in conjunction with the other relief requested herein regarding the Commercial Tenants and the Abandoned Vehicles, will maximize recovery for the Company's stakeholders.
- (cc) An appraisal of the Real Property has been obtained, and the Receiver is in the process of obtaining listing and marketing proposals from several commercial real estate agents.
- (dd) At the return of the within motion, the Receiver intends to seek approval of its choice of listing agent and a marketing process for the Real Property, which process will be developed by the Receiver in consultation with the listing agent and will include the listing price and critical milestone dates.
- (ee) Once the listing agent has been selected and the marketing plan decided, the Supplementary Report, to be filed, will describe this information.

**The Receiver's Conduct to Date Should be Approved**

- (ff) The Receiver seeks approval of the First Report and the Supplementary Report, and the conduct and activities described therein.
- (gg) It is customary and expected for an officer of the Court, such as the Receiver, to seek approval of its reports, conduct and activities.
- (hh) The Receiver has acted diligently and in good faith in carrying out its duties under the Appointment Order.

**The Accounts of the Receiver and MT Should be Approved**

- (ii) Under paragraphs 18 and 19 of the Appointment Order, the Receiver and its legal counsel are to be paid their reasonable fees and disbursements and shall pass their accounts before the Court.
- (jj) The First Report sets out the total fees and disbursements (inclusive of taxes) that the Receiver seeks to have approved. The fee affidavits of the Receiver and MT, appended to the First Report, provide particulars of the services rendered and hours worked and rates charged.
- (kk) The accounts of the Receiver and MT are consistent with the rates charged by similar firms practising insolvency in the southwestern Ontario market and the fees charged are reasonable and appropriate in the circumstances.
- (ll) Rules 1.04, 2.01, 2.03, 3.02, 16, and 37 of the *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, as amended; and

(mm) Such further and other grounds as the lawyers may advise.

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

(nn) The First Report, dated January 14, 2026, filed;

(oo) The supplementary report to the First Report, to be filed; and

(pp) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

January 14, 2026

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TO: **Service List**

FARM CREDIT CANADA

- and -

Applicant

14713737 CANADA INC.

Respondent

Court File No. CV-25-00003786-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at BRAMPTON

**NOTICE OF MOTION**

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**Lawyers for Albert Gelman Inc., Court-  
Appointed Receiver of 14713737 Canada  
Inc.**

# TAB 2

Court File No.: CV-25-00003786-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**FARM CREDIT CANADA**

Applicant

- and -

**14713737 CANADA INC.**

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO SUBSECTION 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**

**FIRST REPORT OF THE RECEIVER**

(Dated January 14, 2026)

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## I. INTRODUCTION

1. This first report (“**First Report**”) is filed by Albert Gelman Inc. (“**AGI**”), in its capacity as receiver (in such capacity, the “**Receiver**”) appointed, without security, over all of the assets, undertakings and properties (collectively, the “**Property**”) of 14713737 Canada Inc. (the “**Company**”), including the real property municipally known as 7372 and 7388 Guelph Line, Milton, Ontario (the “**Real Property**”), by Order of the Ontario Superior Court of Justice (the “**Court**”) dated August 22, 2025 (the “**Appointment Order**”) made pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended (“**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended. A copy of the Appointment Order is attached hereto at **Appendix “A”**.

## II. PURPOSE OF THIS REPORT

2. This First Report is filed:

- a. To report on the Receiver’s activities in these receivership proceedings since the date of the Appointment Order;
- b. In support of the Receiver’s motion for an Order:
  - i. declaring that the Disclaimer Notices (defined below) issued by the Receiver to the Commercial Tenants (defined below) are effective in accordance with their terms and ordering necessary relief in relation thereto, including directing the removal of all the Commercial Tenants’ personal property and any property stored by any of them in the course of any of the their business;
  - ii. directing the Company’s directors to comply with their obligation under paragraph 5 of the Appointment Order to provide the Company’s Books and Records (defined below) to the Receiver;
  - iii. authorizing the Receiver to cause the removal of the Abandoned Vehicles (defined below) from the Real Property;
  - iv. approving a sales process for the Real Property;
  - v. approving this First Report and the actions and activities of the Receiver described herein;
  - vi. approving the fees and disbursements of the Receiver and its legal counsel, Miller Thomson LLP (“**MT**”), as outlined herein and detailed in the supporting fee affidavits appended hereto;
  - vii. if necessary, validating service of the within motion record and dispensing with further service thereof; and

viii. such further and other relief as this Honourable Court may deem just.

### III. SCOPE AND TERMS OF REFERENCE

3. In preparing this First Report the Receiver has obtained and relied upon certain records of the Company and information provided to the Receiver by Daniel Piszko (“**Piszko**”), a director of the Company.

4. While the Receiver has reviewed the documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises (“**ASPE**”) or International Financial Reporting Standards (“**IFRS**”). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to ASPE or IFRS or otherwise with respect to such information except as expressly stated herein.

5. This First Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.

6. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

7. This First Report, and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver’s website at: [www.albertgelman.com/filedocuments/#14713737](http://www.albertgelman.com/filedocuments/#14713737) (the “**Case Website**”) and will remain available on the Case Website for a period of six months following the Receiver’s discharge.

### IV. BACKGROUND INFORMATION

8. The Company was incorporated under the laws of Canada on January 26, 2023. Pursuant to a corporate profile report obtained by the Receiver on May 29, 2025, Piszko, Manmeet Kaur Shoker, Azad Singh Goyat and Charalambos Keketisids (collectively, the “**Directors**”) are the directors of the Company. Narinder Shoker (“**N. Shoker**”) is a former director of the Company.

9. Further details about the Company and the events leading up to the appointment of the Receiver can be found in the affidavit of Jason Inman, Senior Account Manager for the applicant, Farm Credit Canada (“**FCC**”), sworn July 15, 2025 (the “**Inman Affidavit**”) and filed in support of FCC’s application to obtain the Appointment Order.

10. Currently, the Receiver understands that the Company’s sole material asset is the Real Property. The Real Property is comprised of approximately 142 acres of land.

11. The majority of the Real Property is comprised of agricultural land. The workable acreage is leased annually to a local farmer to grow field crops. Several commercial buildings are located on the Real Property. Three houses are also located on the Real Property and Piszko resides in one of them. The occupants of the other two houses appear to be arms’ length to the Company.

12. The Company purchased the Real Property in March 2023 and thereafter entered leases with three tenants that carry on business from the commercial buildings on the Real Property. Those tenants are: Green

City Produce Inc. ("Green City"), Turbo Masters Inc. ("Turbo Masters") and 6671943 Ontario Inc. o/a Viva Logistics ("Viva" and collectively with Green City and Turbo Masters, the "Commercial Tenants").

13. Green City operates a cold storage facility for agricultural products. Although there is a farming operation carried on by a local farmer from the Real Property, Green City has confirmed to the Receiver that it does not have a business relationship with the farmer and that the crops grown on the Real Property are not stored in the cold storage facility operated by Green City. There is a written lease agreement as between Green City and the Company dated September 24, 2024 for a term of five years expiring on November 30, 2029 (the "Green City Lease Agreement"), a copy of which is attached at **Appendix "B"**. The monthly rent payable by Green City to the Company is \$11,865 (inclusive of HST). Rent has not been paid since the date of the Appointment Order.

14. Turbo Masters carries on a motor vehicle repair business. Piszko has advised the Receiver that there is a written lease agreement between the Company and Turbo Masters but he has not been able to locate it. The Receiver has requested a copy of the lease agreement from Turbo Masters but Turbo Masters has not provided same as of the date of this First Report. According to Piszko, the monthly rent payable by Turbo Masters to the Company is \$7,910 (inclusive of HST). Rent has not been paid since the date of the Appointment Order. The term and expiry date of this lease agreement are unknown to the Receiver as of the date of this First Report.

15. Viva operates a trucking business specializing in the climate-controlled transportation of produce to customers across Canada and internationally. The Receiver has been advised by both Viva and Piszko that there is no written lease agreement between the Company and Viva. According to Piszko, the monthly rent payable by Viva to the Company is \$1,921 (inclusive of HST) and the term of the lease is month-to-month. Rent has not been paid since the date of the Appointment Order.

## V. ACTIONS AND ACTIVITIES OF THE RECEIVER

16. Since the date of the Appointment Order the Receiver has, among other things:

### The Real Property

- a. taken possession of the Real Property;
- b. issued rental attornment notices to each of the Commercial Tenants and the occupants of the residential houses;
- c. retained Richmond Advisory Services Inc. (the "Property Manager") to manage the Real Property. The Property Manager's responsibilities are, among other things, the following: (i) attend the Real Property at least three times per week in order to perform maintenance checks and walkthroughs; (ii) attend to required repairs and ongoing maintenance; (iii) to collect rent from the Commercial Tenants and occupants of the residential houses; (iv) to transfer the utilities into the Receiver's name and to pay the utilities;

- d. registered the Appointment Order on title to the Real Property;
- e. retained TL Smith Appraisals to prepare an appraisal of the Real Property;
- f. reviewed the existing insurance policy and added the Receiver as a named insured and a loss payee on the policy;
- g. contacted the City of Milton to: (i) advise of the appointment of the Receiver; and (ii) obtain a current property tax certificate;
- h. co-ordinated with representatives of the receiver of 8438048 Canada Inc. for the removal from the Real Property of a commercial vehicle owned by 8438048 Canada Inc.;
- i. requested N. Shoker remove from the Real Property motor vehicles owned by him or corporations controlled by him;
- j. issued notices to each of the Commercial Tenants on September 19, 2025, disclaiming their leases pursuant to the powers granted to the Receiver in the Appointment Order (collectively, the **“Disclaimer Notices”**);
- k. liaised with the Niagara Escarpment Commission (“**NEC**”) regarding compliance with its order dated February 20, 2024 for, among other things, removal of certain commercial vehicles from the Real Property (the **“NEC Order”**);
- l. attended at the Real Property several times to document the state of the Real Property and the equipment/commercial vehicles located thereon, meet with the Commercial Tenants and occupants of the residential houses to discuss the future use of the Real Property and to conduct an appraisal of the Real Property;

Other Actions of the Receiver

- m. retained MT to act as the Receiver’s independent legal counsel;
- n. notified the directors of the Company of the Appointment Order;
- o. prepared and issued the prescribed notice and statement of Receiver pursuant to Section 245(1) and 246(1) of the BIA;
- p. made requests to certain representatives of the Company regarding the location of and access to the Company’s Books and Records;
- q. contacted the Canada Revenue Agency (the **“CRA”**) to confirm: (i) the balances owing by the Company, if any, for all CRA accounts; and, (ii) the status of all tax filings made by the Company to date including an unfiled and overdue tax filings;
- r. received several unsolicited offers to purchase the Real Property;
- s. established the Case Website (which the Receiver maintains and populates);

- t. liaised with FCC regarding various issues related to these receivership proceedings;
- u. responded to enquiries from various stakeholders; and,
- v. prepared the First Report.

## VI. DIRECTORS' LACK OF CO-OPERATION

17. The Receiver has written to the Directors and to N. Shoker to request information and documents related to the Company on each of May 22, 2025, May 26, 2025 and January 5, 2026. Copies of the Receiver's emails are attached at **Appendix "C"**. In summary, the following books and records (the "**Books and Records**") were requested and remain outstanding in material part:

- a. balance sheets;
- b. profit and loss statements;
- c. cash flow statements;
- d. equipment list; and
- e. all other books and records of the Company.

18. One of the directors, Piszko, has provided the Receiver with certain requested information. However, Piszko has advised the Receiver that he is not in possession of most of the Books and Records.

19. The other three Directors as well as N. Shoker have not responded to the Receiver's repeated requests for Books and Records.

20. As described below, the lack of Books and Records is hindering the administration of this receivership.

## VII. ASSETS AND LIABILITIES

### Assets

21. The only material asset of the Company of which the Receiver is aware is the Real Property.

22. As of the date of this report, due to the lack of Books and Records, the Receiver is unable to confirm whether the Company owns any other material assets.

### Liabilities

#### Secured Creditors

23. FCC is the primary secured creditor of the Company. As set out in the Inman Affidavit, as of July 9, 2025, the Company was indebted to FCC in the amount of \$8,354,905.81, plus accruing interest and costs.

FCC has registered mortgage security against the Real Property and a security interest under the *Personal Property Security Act* ("PPSA") in respect of personal property.

24. Canadian Western Bank and 159191 Canada Inc. have also filed registrations against the Company pursuant to the PPSA.

#### Realty Taxes

25. The Receiver obtained a tax certificate from the City of Milton in respect of the Real Property which indicates, as of May 15, 2025, total unpaid property taxes of \$57,088.58, including interest and penalties; \$23,674.75 is due in respect of the 2025 tax year and \$33,413.83 is due from previous tax years. Property taxes continue to accrue.

#### Canada Revenue Agency

26. On December 9, 2025, the Receiver emailed the CRA to confirm: (i) the balances owing by the Company, if any, for all CRA accounts; and (ii) the status of all tax filings made by the Company to date including an unfiled and overdue tax filings.

27. CRA has not yet responded to the Receiver. As such, the Receiver is unaware of the current balances owing to CRA, if any. The Receiver is continuing to follow up with CRA to obtain the information.

28. The Receiver requires the Books and Records to prepare and file the Company's outstanding tax returns.

#### Unsecured Creditors

29. As of the date of this First Report, the Receiver is not aware of any unsecured creditors of the Company. However, the Receiver cannot confirm same until (a) the Books and Records are provided to it and (b) the Receiver implements a claims process (if necessary).

### VIII. NIAGARA ESCARPMENT COMMISSION ACTIVITY

#### The Use of the Real Property is Regulated by the Niagara Escarpment Commission

30. The Real Property is located within the Niagara Escarpment segment in the Town of Milton, a landform with a unique set of features protected by the *Niagara Escarpment Planning and Development Act*, R.S.O. 1990, c. N.2 (the "Act"), by means of the Niagara Escarpment Plan ("Plan"). The use of the Real Property is regulated by the Niagara Escarpment Commission ("NEC") in accordance with the Plan. A copy of the Plan is available on the Niagara Escarpment Commission's website at <https://escarpment.org/planning/niagara-escarpment-plan/>.

31. In the Plan, the majority of the Real Property is designated as Escarpment Protection Area ("EPA") while a smaller portion at the north end of the Real Property is designated as Escarpment Natural Area ("ENA"). EPA is an area of visual and environmental significance and includes lands that have been

significantly modified by various land use activities. The EPA area aims to protect and, wherever possible, enhance the character of escarpment lands. ENA is an area that remains in a relatively natural state and undisturbed. These are the most sensitive areas of the escarpment and therefore, the ENA designation seeks to protect and enhance these areas.

32. The EPA designation allows for a very limited range of permitted uses and the ENA designation, an even more limited range of permitted uses. Under the Plan, the only permitted uses of the Real Property are:

- a. agricultural;
- b. uses existing prior to the establishment of the Plan on June 12, 1985 and which have continued without interruption since that date; and
- c. accessory uses.

33. An “accessory” use is a use which is subordinate and connected to the principal use. The Plan defines “accessory” as “naturally and normally incidental, subordinate and exclusively devoted to the principal use located on the same lot” and “accessory use” as “the use of any land, building, structure or facility that is naturally and normally incidental, subordinate, and exclusively devoted to the principal use located on the same lot”.

Violation of NEC Order

34. After purchasing the Real Property in March 2023, the Company began storing commercial vehicles there and neighbouring landowners complained to the NEC.

35. On February 20, 2024, the NEC issued an Order to Demolish/Restore (the “**NEC Order**”) to the Company in relation to the storage of transport trucks and trailers on the Real Property. A copy of the NEC Order is attached at **Appendix “D”**. A copy of the NEC Compliance Staff Report (the “**Staff Report**”) in connection with the issuance of the NEC Order is attached at **Appendix “E”**.

36. Under the NEC Order, the Company was required to remove all transport trucks and trailers from the Real Property by March 14, 2025, except for a maximum of four trucks and seven trailers. And the NEC has ordered that these remaining trucks and trailers may only be used as an “accessory” to the existing agri-industrial operation. The NEC Order expressly prohibits the Company from storing any additional vehicles on the property without a development permit from the NEC.

37. The Company did not comply with the NEC Order.

38. Following its appointment, the Receiver advised Piszko and N. Shoker via emails dated August 22, 2025 and August 25, 2025 that all vehicles other than those permitted by the NEC Order were to be removed

from the Real Property to comply with the NEC Order. Copies of these emails are attached at **Appendix "F"**.

39. Since the date of the Appointment Order, the Receiver has attended the Real Property on several occasions. Two categories of vehicles were observed on the Real Property: (A) vehicles connected to the operation of the Commercial Tenants' businesses (the "**Commercial Vehicles**"), including but not limited to vehicles being stored and/or repaired by Turbo Masters; and (B) inoperable and/or abandoned vehicles (the "**Abandoned Vehicles**" and, together with the Commercial Vehicles, the "**Vehicles**").

40. A listing of the Abandoned Vehicles stored on the Real Property as of November 27, 2025 (to the Receiver's knowledge) is attached at **Appendix "G"**. In summary, ten Abandoned Vehicles (four trucks and six trailers) were located on the Real Property as of that date. The ownership of the Abandoned Vehicles is unknown to the Receiver.

#### *Non-Compliant Use of the Real Property*

41. The Staff Report provides information regarding the history and permitted uses of the Real Property and the reasons for the NEC Order. As set out in the Staff Report:

- a. The principal use of the Real Property is agricultural.
- b. Prior to the establishment of the Plan in 1985, the Real Property was used for the growing, processing and shipment of farm produce – mainly comprised of berries and corn – and a family farm and market offering pick-your-own berry and pumpkin patch experiences. As part of the agricultural use of the Real Property, there was an established limited industrial use which was subordinate and connected to the principal agricultural use, namely, a warehouse for produce processing and cold storage and the storage of a limited number of commercial vehicles (four trucks and seven trailers) associated with the shipping of produce processed on site.
- c. There was no record of any independent industrial uses occurring on the Real Property prior to the Plan being established.
- d. The only industrial uses occurring on the Real Property when the Plan was established were subordinate and connected to the principal agricultural use of the Real Property.

42. The NEC has verbally advised the Receiver that the businesses being carried on by the Commercial Tenants are not compliant with the Plan as they are not connected to the principal agricultural use of the Real Property.

NEC Notice of Violation

43. On January 13, 2026, the NEC issued a Notice of Violation to each of the Company, Green City and Turbo Masters (each a “**Notice of Violation**”). The Notices of Violation are substantially similar, and copies are attached at **Appendix “H”**. The Notices of Violation state that the recipient is engaged in an unapproved use of the Real Property and demand that the recipient, by no later than February 28, 2026:

- a. “Permanently cease the operation of the aforementioned unauthorized commercial/industrial land uses”; and
- b. “Permanently remove, or cause to be removed, all commercial vehicles incidental to the unauthorized land uses to an appropriate off-site location.”

The Notices of Violation conclude by stating that “failure to adequately address this issue could result in further compliance action” and that fines for the stated violations could range from \$25,000 to \$50,000.

## IX. DISCLAIMER OF COMMERCIAL LEASES

44. Paragraph 3(c) of the Appointment Order empowers and authorizes the Receiver to cease to perform any contracts of the Company.

45. Pursuant to the powers granted to it in the Appointment Order, on September 19, 2025 the Receiver issued to each of the Commercial Tenants a Disclaimer Notice disclaiming their respective lease with the Company. Copies of the Disclaimer Notices are attached hereto at **Appendix “I”**.

46. The Disclaimer Notices each gave notice that the relevant commercial lease was disclaimed effective October 19, 2025, and required the relevant tenant to remove their personal property and surrender vacant possession as of that day. Each Commercial Tenant was further advised that any of their personal property left on the Real Property would be considered by the Receiver to be abandoned and disposed of accordingly.

47. None of the Commercial Tenants objected to the Disclaimer Notices.

48. As of the date of this First Report none of the Commercial Tenants have vacated the Real Property.

49. The Receiver believes that the Disclaimer Notices are reasonable and appropriate, and should therefore be enforced by the Court, for the following reasons:

- a. The Commercial Tenants are causing the Company to be in violation of NEC Order and the businesses of the Commercial Tenants are not permitted uses of the Real Property under the

Plan. Consequences for violation of the Plan are set out in sections 24 and 27 of the Act, and may include, amongst other things, stop-work orders, demolition, and tax consequences.

- b. Since the date of the Appointment Order, the Commercial Tenants have not paid any rent to the Receiver despite being served with notice to do so.
- c. Removal of the Commercial Tenants will mitigate the risk of further regulatory actions by the NEC, which actions could have a chilling effect on the market value of the Real Property.

50. The Receiver believes that enforcing the Disclaimer Notices and requiring the Commercial Tenants to vacate the Real Property will enhance the value of the Company. Permitting the commercial leases to continue would, in the Receiver's view, unjustifiably benefit the Commercial Tenants at the expense of all the Company's other stakeholders; the Commercial Tenants' continued occupation of the Real Property exposes the Company to regulatory action and a reduced market value for the Real Property.

## **X. REMOVAL OF VEHICLES**

51. As stated above, the Receiver understands that ten Abandoned Vehicles are currently located on the Real Property.

52. The Receiver seeks an order permitting it to cause the removal of all Vehicles located on the Real Property, including the Commercial Vehicles if not voluntarily removed by the Commercial Tenants, and to store same at premises of its liquidator/auctioneer, Canam Appraiz Inc. ("Canam"), pending further direction to be provided by the Court at a later date for the disposition of the Vehicles.

53. The Receiver believes this relief is reasonable and appropriate for the following reasons:

- a. If the Disclaimer Notices are enforced by this Court, it follows that the Commercial Tenants must remove or abandon the Commercial Vehicles. The Commercial Tenants should also remove the Commercial Vehicles because they are not accessory to a permitted use of the Real Property.
- b. The ownership of the Additional Vehicles is unknown, and most of the Additional Vehicles are old and appear inoperable – being in such condition that the Receiver does not believe that they are capable of being removed from the Real Property without specialized assistance. However, the Receiver has been advised by Canam that its subcontractors, who specialize in the removal of equipment such as the Abandoned Vehicles, will not remove the Abandoned Vehicles unless either: (a) ownership is clearly established; or (b) the Court issues an order authorizing the Receiver to remove, transport, and store the Vehicles.

## **XI. SALE PROCESS**

54. As of the date of this Report, the Receiver has received three unsolicited offers for the Real Property. One of those offers was negotiated by the Receiver and an agreement of purchase and sale signed. The buyer's conditions in the agreement of purchase and sale were not fulfilled, and the agreement was terminated.

55. The Receiver now intends to proceed with the listing of the Real Property for sale on the multiple listing service. An appraisal of the Real Property has been obtained, and the Receiver is in the process of obtaining listing and marketing proposals from several commercial real estate agents.

56. At the return of the within motion, the Receiver intends to seek approval of its choice of listing agent and a marketing process for the Real Property, which process will be developed by the Receiver in consultation with the listing agent and will include the listing price and critical milestone dates.

57. Once the listing agent has been selected and the marketing plan decided, the Receiver will serve and file a supplementary report to the First Report describing this information.

## **XII. FUNDING OF THE RECEIVERSHIP**

58. In accordance with paragraph 21 of the Appointment Order, the Receiver is at liberty and empowered to borrow by way of revolving credit facilities or otherwise such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal does not exceed \$450,000. Any such borrowings are to be secured by way of the Receiver's Borrowings Charge (as defined in the Appointment Order). The Receiver's Borrowings Charge ranks ahead of all other interests in favour of any other Person other than Receiver's Charge (as defined in the Appointment Order).

59. As of the date of this First Report, the Receiver has borrowed \$91,799.66 from FCC under Receiver's Certificates (as defined in the Appointment Order) to fund certain costs and expenses of the receivership administration.

## **XIII. RECEIVER'S AND ITS COUNSEL'S ACCOUNTS**

60. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its counsel are required to pass their accounts.

61. As required in the Appointment Order, the Receiver is seeking the approval of its accounts and the accounts of its legal counsel for the receivership period to date.

62. The fees of the Receiver for the period to December 31, 2025, are detailed in the affidavit of Tom McElroy sworn January 8, 2026, a copy of which is attached as **Appendix "J"**.

63. The Receiver's fees encompass 142.9 hours at an average hourly rate of approximately \$475.72 for total fees of \$67,980.00 (exclusive of applicable taxes); the Receiver's disbursements were \$20,373.63 (exclusive of applicable taxes). The Receiver is requesting that this Court approve its account, inclusive of applicable taxes, in the total amount of \$99,740.29.

64. The fees and disbursements of MT for the period December 31, 2025 are detailed in the affidavit of Tony Van Klink sworn January 9, 2025, a copy of which is attached as **Appendix "K"**.

65. MT's fees encompass 44.3 hours at an average hourly rate of approximately \$620.95 for total fees of \$27,508.00 (exclusive of applicable taxes); MT's disbursements were \$158.70 (exclusive of applicable taxes). The Receiver is requesting that this Court approve MT's account, inclusive of applicable taxes, in the total amount of \$31,254.15.

66. The Receiver is of the view that the hourly rates charged by MT are consistent with the rates charged by law firms practising in the area of insolvency in the southwestern Ontario market and that the fees charged are reasonable and appropriate in the circumstances.

#### **XIV. RECEIVER'S CONCLUSION AND RECOMMENDATION**

67. The Receiver respectfully requests an Order of this Honourable Court providing for the relief set out in paragraph 2 of this First Report.

All of which is respectfully submitted this 14<sup>th</sup> day of January, 2026

**ALBERT GELMAN INC., solely in its  
capacity as Court-Appointed Receiver  
of 14713737 Canada Inc., and not in  
any other capacity**

Per:   
Tom McElroy, CIRP, LIT

# APPENDIX “A”

Court File No. CV-25-00003786-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.

)

FRIDAY, THE 22<sup>ND</sup>

JUSTICE CUDJOE

)

DAY OF AUGUST, 2025



**FARM CREDIT CANADA**

Applicant

- and -

**14713737 CANADA INC.**

Respondent

**ORDER**  
**(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Albert Gelman Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 14713737 Canada Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including the real property owned by the Debtor and described in Schedule "A" hereto (the "Real Property") was heard this day at 7755 Hurontario Street, Brampton, Ontario.

ON READING the affidavit of Jason Inman sworn July 15, 2025 and the Exhibits thereto and on hearing the submissions of counsel for Applicant, no one appearing for Respondent

although duly served as appears from the affidavit of service of Kelsey Evanitski sworn July 15, 2025 and on reading the consent of Albert Gelman Inc. to act as the Receiver,

## **SERVICE**

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

## **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of the Real Property and all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

## **RECEIVER'S POWERS**

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

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

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

**PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

**LIMITATION ON THE RECEIVER'S LIABILITY**

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

**RECEIVER'S ACCOUNTS**

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

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Central West Region of the Ontario Superior Court of Justice.

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

**FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$450,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

## SERVICE AND NOTICE

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

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

## **GENERAL**

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

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

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

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

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

32. 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.

Digitally signed by  
  
Cudjoe J  
Date: 2025.08.22  
14:41:33 -04'00'

---

**SCHEDULE "A"****PIN 24966-0061**

Part Lots 12, 13 and 14, Concession 3, New Survey, Geographic Township of Nelson,  
being Parts 9, 10, 11 and 12, Plan 20R-21144  
Town of Milton, Regional Municipality of Halton

**PIN 24966-0022**

Part Lot 13, Concession 3, New Survey, Geographic Township of Nelson, being Part 1,  
Plan 20R-21144  
Town of Milton, Regional Municipality of Halton

and known municipally as 7372 and 7388 Guelph Line, Milton, Ontario

**SCHEDULE "B"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$\_\_\_\_\_

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties 14713737 Canada Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Order") made in an action having Court file number CV-25-00003786-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ALBERT GELMAN INC., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## APPENDIX “B”

# Agreement to Lease

## Commercial - Short Form

This Agreement to Lease (Agreement) dated this 24 day of September, 2024.

**TENANT:** GREEN CITY PRODUCE INC. OF BURLINGTON  
(Full legal names of all Tenants)

**LANDLORD:** 14713737 CANADA INC.  
(Full legal names of all Landlords)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement to Lease "Tenant" includes lessee and "Landlord" includes lessor.

**1. PREMISES:** The "Premises" consisting of approximately 11337 **feet** more or less on the.....floor of the  
(square) (feet/metres)  
"Building" known municipally as 7388 GUELPH LINE in the CITY  
of MILTON, Province of Ontario, as shown outlined on the plan attached as Schedule ".....".

**2. USE:** The Premises shall be used only for HALF OFFICE AND PORTABLE HOUSE AS INDICATED IN MAPS, COLD STORAGE OF  
AGRICULTURAL PRODUCE, PROCESSING & PACKAGING PRODUCE, DISTRIBUTION, SHORT TERM PARKING

**3. TERM OF LEASE:** The Lease shall be for a term of 5 years 0 months commencing on the 1  
day of DECEMBER, 2024, and terminating on the 31 day of NOVEMBER, 2029.

**4. RENTAL:** At a rental of \$ 120,000.00 per annum, payable \$ 10,000.00  
monthly in advance, on the 1st day of each month during the said term, plus HST.

**5. DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance  
(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to ROYAL LEPAGE FLOWER CITY REALTY "Deposit Holder"

in the amount of Thirty-Seven Thousand Two Hundred Thirty-Four point Zero Two

Canadian dollars (\$ 37,234.02) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the

Landlord against the 1ST and LAST month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**INITIALS OF TENANT(S):**

**INITIALS OF LANDLORD(S):**

**6. ADDITIONAL TERMS**

TENANT WILL PAY HIS OWN UTILITIES, WILL TAKE CARE OF THE TAXES, MAINTENANCE AND WILL ALSO BUY HIS OWN COMMERCIAL AND LIABILITY INSURANCE.

47

**7. SCHEDULES:** The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s)  
A, B & C

**8. IRREVOCABILITY:** This offer shall be irrevocable by ..... **TENANT** ..... until ..... **11:59** ..... on the ..... **28** .....  
(Landlord/Tenant) (a.m./p.m.)

X

day of ..... **September** ..... **2024** ..... after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

It is further understood that all representations by the Landlord or any of the Landlord's representatives are set out in this Agreement.

**9. NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices where the Brokerage represents both the Landlord and the Tenant (multiple representation) or where the Tenant or the Landlord is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... FAX No.: .....  
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: ..... Email Address: .....  
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

**10. EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement subject to minor adjustments. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.

**11. AGREEMENT IN WRITING:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

**12. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

**13. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Landlord and Tenant or by their respective lawyers who may be specifically authorized in that regard.

**14. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

**15. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

**16. BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

**INITIALS OF TENANT(S):**



**INITIALS OF LANDLORD(S):**



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**17. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this agreement. **48**

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	<b>Khalil Abdul Hamid</b> (Tenant/Authorized Signing Officer)	<b>Roehdi Mohamad Abdul Hamid</b> GREEN CITY PRODUCE INC. OF BURLINGTON (Seal)	10/15/2024 (Date)
(Witness)	<b>Mohamed Chadiine Hammoud</b> (Tenant/Authorized Signing Officer)	(Seal)	09/27/2024 (Date)
(Witness)	<b>(Guarantor)</b>	(Seal)	(Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

(Witness)	<b>Narinder Shoker</b> (Landlord/Authorized Signing Officer)	(Seal)	(Date)
(Witness)	(Landlord/Authorized Signing Officer)	(Seal)	(Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... this ..... day of....., 20.....  
(a.m./p.m.)

(Signature of Landlord or Tenant)

<b>INFORMATION ON BROKERAGE(S)</b>			
Listing Brokerage ..... <b>ROYALLEPAGE FLOWERCITY</b> ..... (Tel.No.)			
..... <b>PUKHRAJ PARHAR &amp; KAMAL KAUR</b> ..... (Salesperson/Broker/Broker of Record Name)			
Co-op/Tenant Brokerage ..... <b>ROYAL LEPAGE FLOWER CITY</b> ..... 905-230-3100 ..... (Tel.No.)			
..... <b>Pukhraj Parhar &amp; Kamal Kaur</b> ..... (Salesperson/Broker/Broker of Record Name)			

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

**Narinder Shoker**

(Landlord) 14713737 CANADA INC.

(Date)

(Landlord)

(Date)

Address for Service.....

(Tel. No.)

Landlord's Lawyer.....

(Tel. No.)

Address.....

(Date)

Email.....

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

**Khalil Abdul Hamid**

(Tenant) GREEN CITY PRODUCE INC. OF BURLINGTON

(Seal)

10/15/2024

(Date)

(Tenant) **Mohamed Chadiine Hammoud** **Roehdi Mohamad Abdul Hamid**

(Seal)

09/27/2024

(Date)

Address for Service.....

(Tel. No.)

Tenant's Lawyer.....

Address.....

Email.....

(Tel. No.)

(Date)

**Form 512**

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

**TENANT:** GREEN CITY PRODUCE INC. OF BURLINGTON, and**LANDLORD:** 14713737 CANADA INC.

for the lease of 7388 GUELPH LINE MILTON

..... dated the 24 day of September, 2024

The Tenant may make any necessary alterations and improvements to said premises, at the Tenant's own expense, subject to the Landlord's written consent, and such consent shall not be unreasonably withheld. The Tenant may, however, make any necessary minor internal improvements to said premises, at the Tenant's own expense, without the Landlord's consent and in compliance with all applicable governmental by-laws and codes governing the use of the demised premises.

The escalation for rent every year is 3.5%. The tenant shall be responsible for paying real estate taxes, insurance, maintenance, including but not limited to utilities and general repairs (excluding structural repairs and such other exclusions as are set out in the Lease) on monthly basis, in advance on the 1st day of each month. In addition the tenant would also have to pay the maintenance cost of \$500 monthly for common areas used both by landlord and tenant as well. The landlord shall provide a breakdown of additional rent at the beginning of every year.

Based on the Leased Premises containing approximately 11,337 Square feet Warehouse & office Excess land the Tenant shall pay to the Landlord the following rent (the "Net Rent") payable in advance on the 1st day of each and every month during the Term in accordance with the following schedule:

Year 1: \$10,000 Plus H.S.T  
 Year 2: \$10,350 Plus H.S.T  
 Year 3: \$10,712.25 Plus H.S.T  
 Year 4: \$11,087.17 Plus H.S.T  
 Year 5: \$11,475.23 Plus H.S.T

The Tenant acknowledges that (H.S.T.) will be collectable by the Landlord on the rent paid and on common area expenses as defined herein.

The Tenant may install in, upon, or about the said premises any signs and advertising material which shall remain the property of the Tenant, which the Tenant may remove upon the expiration of the Lease, provided that all damage caused is repaired and the premises left in good repair. All signs and location(s) are to be approved beforehand in writing by the Landlord (such consent not to be unreasonably withheld) and must conform with all applicable governmental by-laws and codes. The Landlord agrees to leave the premises, including the floors, in a clean and broom swept condition.

**Fixturing Period****Provided:**

- (i) the Tenant has executed the Lease in a form acceptable to the Landlord.
- (ii) the Tenant has provided the Landlord with evidence of insurance in accordance with the terms of the Lease.
- (iii) the Landlord has substantially completed any Landlord's Work (if any); and
- (iv) the Tenant has provided all deposits and other security required under the Lease (the "Conditions"), the Tenant shall have access to the Building from delivery from December 1, 2024 (the "Possession Date") to the day immediately prior to the Commencement Date (the "Fixturing Period").

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted use

Provided that the Tenant is not at any time in default of any covenants within the lease, the Tenant shall be entitled to extend this lease for an additional term of 5 + 5 + 5 years on mutual agreement or mutual understanding between tenant and landlord with written notice to the Landlord given not less than six months prior to expiry of the current term at a rental rate to be negotiated by mutual agreement between landlord and tenant at every term according to the percentage change in Consumer Price Index of Canada.

Possession Date is December 1, 2024. The Tenant shall be provided with two (2) month's rent free period. The Tenant shall not pay net rent to the Landlord for the Leased Premises for the first (1) month and the thirteenth (13th) Month of the Lease Term but shall abide by all other terms of the Lease, including the obligation to pay utilities during the "Free Rent Period"

The Tenant shall provide a Deposit equivalent to first and last month's Gross Rent plus HST, and also an additional security deposit equivalent to last month's Gross Rent, made payable to the Landlord and due upon mutual acceptance of this Lease. If the Legal Lease Term is not mutually fully executed by both the Landlord and Tenant, the Deposit shall be returned without any deductions. The Deposit shall be held in trust by Brokerage's Account.

The Leased Premises shall be used by the Tenant for the purpose of agriculture produce and storage/distribution. Tenant shall operate the business in a reputable manner, keeping the reputation and image of the Leased Premises.

This form must be initialled by all parties to the Agreement to Lease.

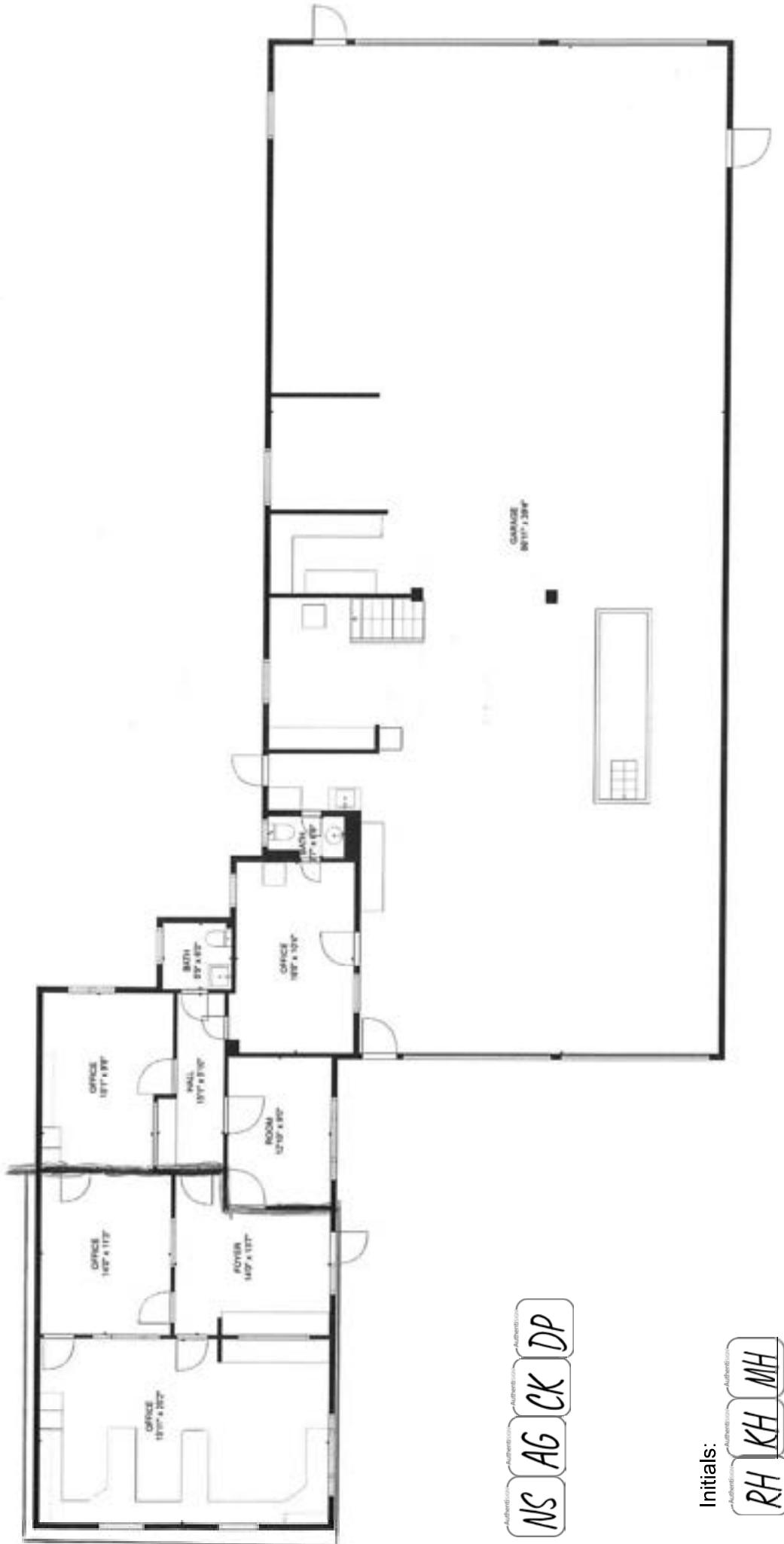
**INITIALS OF TENANT(S):**
**INITIALS OF LANDLORD(S):**

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**Schedule B**

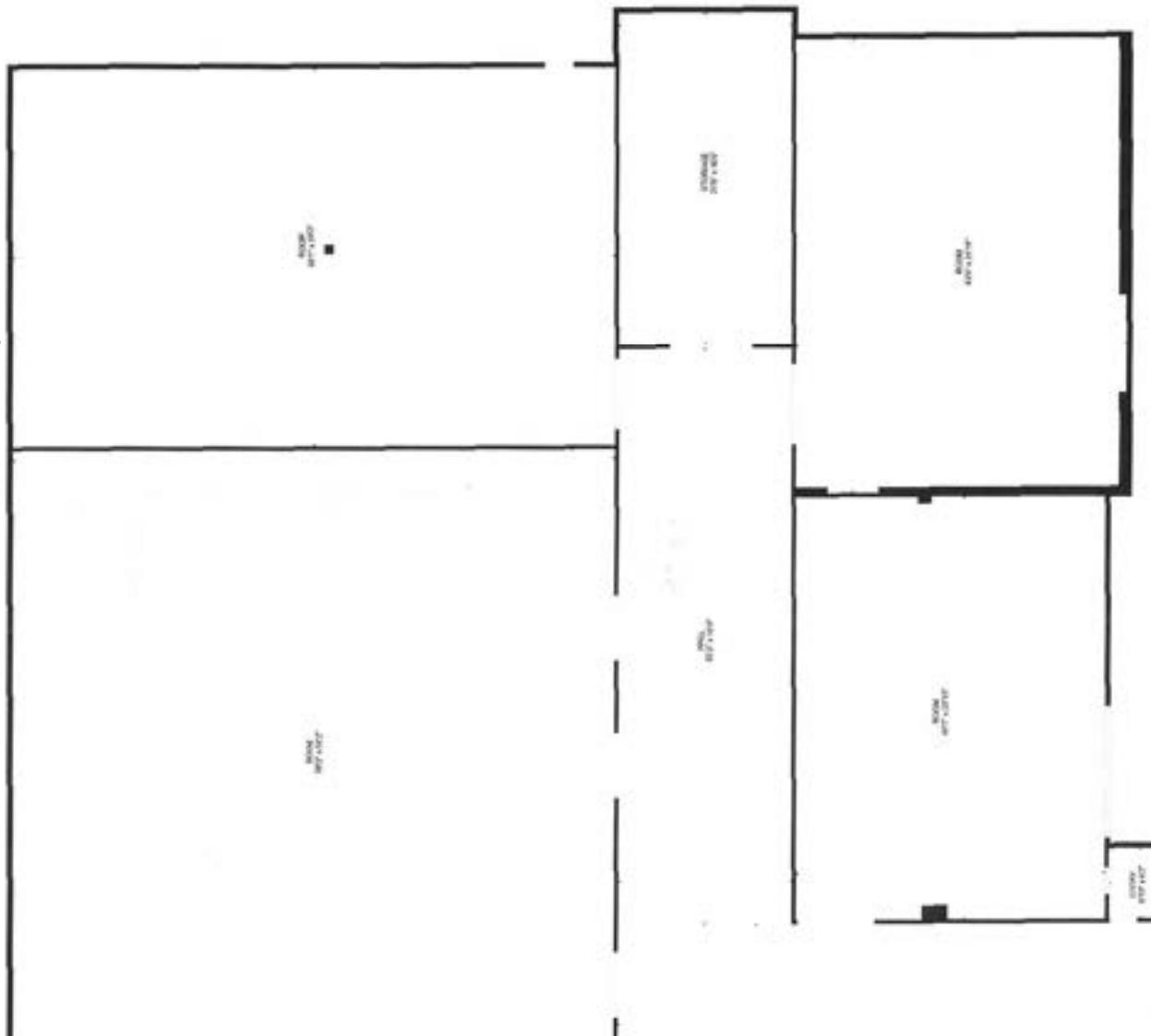
The outlined part in the red is the leased Premise for Office



Authentisign  
AG CK DP

Authentisign  
RH KH MH

**duende**  
MEDIA



Schedule C

## Warehouse / Cold Storage

Estimated areas  
**GLA FLOOR 1: 0 sq. ft, excluded 111337 sq. ft**  
**Total GLA 0 sq. ft, total scanned area 111337 sq. ft**

Not to scale. Actual dimensions may vary. Actual dimensions are not guaranteed to be accurate.

Initials:

# **Tenant Designated Representation Agreement - Commercial Mandate for Lease**

**52**

**This is an Exclusive Tenant Designated Representation Agreement - Commercial, Mandate for Lease**

**BETWEEN:**

**BROKERAGE:** ROYAL LEPAGE FLOWER CITY .....(the "Brokerage"),

**ADDRESS:** 10 Cottrelle Blvd #302, Brampton

..... Tel. No. 905-230-3100 ..... Fax No. ....

**AND**

**TENANT:** GREEN CITY PRODUCE INC. OF BURLINGTON .....(the "Tenant"),

**ADDRESS:** 270 William Street, London ON

N6B 3C3

**DESIGNATED REPRESENTATIVE(S):**

PUKHRAJ PARHAR

(Name of Salesperson/Broker/Broker of Record)

The Designated Representative will be providing services and representation to the Tenant and the Brokerage provides services but not representation.

The Tenant hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Tenant's agent

commencing at 10:00 on the 1st day of January, 20<sup>24</sup>,  
(a.m./p.m.) X

and expiring at 11:59 p.m. on the 31st day of December, 20<sup>24</sup> (Expiry Date),

{ Tenant acknowledges that the time period for this Agreement is negotiable between the Tenant and the Brokerage, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Brokerage must obtain the Tenant's initials. }



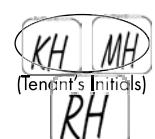
for the purpose of locating a real property meeting the following general description:

Property Type (Use): COMMERCIAL/RETAIL UNIT/INDUSTRIAL/BUSINESS/WAREHOUSE/COLD STORAGE

Geographic Location: MILTON, CAMPBELLVILLE, GUELPH, PEEL, GTA

**The Tenant hereby warrants that the Tenant is not a party to a representation agreement with any other registered real estate brokerage for the lease of a real property of the general description indicated above.**

Schedule A, ..... attached hereto forms part of this Agreement, of which Schedule A sets out the details with respect to the services, confidentiality and representation of the Brokerage and Designated Representative.



**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Mandate"):

"Tenant" includes a lessee and a "landlord" includes a lessor or a prospective lessor or landlord. A "real property" includes real estate as defined in the Trust in Real Estate Services Act, 2002. "Self-represented assistance" shall mean assistance provided to a self-represented party. A "real estate board" includes a real estate association. A lease included any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For the purposes of this Agreement, the definition of "Tenant" in the phrase "any Property of interest to the Tenant that came to the Tenant's attention from any source whatsoever" shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

**2. SERVICES PROVIDED BY THE BROKERAGE:** It is understood that the Brokerage may assist the Tenant with any or all of the following services, and any other services, as agreed to between the Tenant and the Brokerage:

- to identify the needs of the Tenant.
- to locate available properties that may meet the Tenant's needs.
- to assist the Tenant in negotiations for the lease of any Property of interest to the Tenant (subject to the special provisions for Multiple Representation described below).
- Other: (Attach Schedule if additional space is required) .....

**INITIALS OF BROKERAGE:**



**INITIALS OF TENANT(S):**



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**3. RESPONSIBILITIES OF THE TENANT:** In consideration of the Brokerage undertaking to assist the Tenant, the Tenant agrees to: **53**

- co-operate with the Brokerage with respect to the Brokerage providing any or all of the services described above, as agreed to between the Tenant and the Brokerage.
- work exclusively with the Brokerage for the lease of a real Property that meets the Tenant's needs.
- advise the Brokerage immediately of any Property of interest to the Tenant that came to the Tenant's attention from any source whatsoever during the currency of this Agreement.
- submit through the Brokerage all offers by the Tenant during the currency of this Agreement to lease a real Property of the general description indicated above.
- submit through the Brokerage all offers by the Tenant within ..... **30** ..... days after expiration of this Agreement for the lease of any Property that came to the Tenant's attention from any source whatsoever during the currency of this Agreement.

The Tenant agrees the Brokerage is entitled to be paid a commission of **first and last month( to be paid by the landlord and brokerage)**

The Tenant authorizes the Brokerage to receive payment of commission from the Landlord or the Landlord's agent. Should the Brokerage be unable to obtain an agreement in writing from the Landlord or the Landlord's agent to pay the full commission described above, the Tenant will be so informed in writing prior to submitting an offer to lease and the Tenant will pay the commission for the transaction, or any deficiency in the amount of commission described above, directly to the Brokerage.

The Tenant agrees to pay such commission as described above even if a transaction contemplated by an agreement to lease agreed to or accepted by the Tenant or anyone on the Tenant's behalf is not completed, if such non-completion is owing or attributable to the Tenant's default or neglect. The Tenant understands that a failure to negotiate and submit offers through the Brokerage as described herein will make the Tenant liable for payment of commission to the Brokerage. The payment of commission by the Landlord to the Brokerage will not make the Brokerage the agent for the Landlord. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**4. REPRESENTATION:** The Tenant acknowledges that the Brokerage has provided the Tenant with written information explaining agency relationships, including information on Tenant Representation, Sub-Agency, Landlord Representation, Multiple Representation and Self-Represented Party assistance. The Brokerage shall assist the Tenant in locating a real property of the general description indicated above and shall represent the Tenant in an endeavour to procure the acceptance of a lease, agreement to lease or purchase such a property.

The Tenant acknowledges that the Tenant may not be shown or offered all properties that may be of interest to the Tenant. The Tenant hereby agrees that the terms of any any Tenant's lease, agreement to lease or purchase the property will not be disclosed to any other tenant by the Brokerage. The Tenant further acknowledges that the Brokerage may be entering into tenant representation agreements with other tenants who may be interested in the same or similar properties that the Tenant may be interested in leasing or buying and the Tenant hereby consents to the Brokerage entering into tenant representation agreements with other tenants who may be interested in the same or similar properties without any claim by the Tenant of conflict of interest. The Tenant hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to lease or purchase a property negotiated by the Brokerage.

**MULTIPLE REPRESENTATION:** The Tenant hereby acknowledges that the Brokerage may be entering into listing agreements with landlords of properties the Tenant may be interested in leasing or buying. In the event that the Brokerage has entered into or enters into a listing agreement with the landlord of a property the Tenant may be interested in leasing or buying, the Brokerage will require the Tenant's written consent to represent both the Tenant and the landlord for the transaction.

The Tenant understands and acknowledges that the Brokerage must be impartial when representing both the Tenant and the landlord and equally protect the interests of the Tenant and the landlord in the transaction. The Tenant understands and acknowledges that when representing both the Tenant and the landlord, the Brokerage shall have a duty of full disclosure to both the Tenant and the landlord, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Tenant further understands and acknowledges that the Brokerage shall not disclose:

- that the landlord may or will accept less than the listed price, unless otherwise instructed in writing by the landlord;
- that the Tenant may or will pay more than the offered price, unless otherwise instructed in writing by the Tenant;
- the motivation of or personal information about the Tenant or landlord, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Tenant should offer or the price the landlord should accept; and
- the Brokerage shall not disclose to the Tenant the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Tenant and landlord to assist them to come to their own conclusions.

**The Brokerage shall not be appointed or authorized to be agent for either the Tenant or the landlord for the purpose of giving and receiving notices where the Brokerage represents both the Tenant and the landlord (multiple representation) or where the landlord or the tenant is a self-represented party.**

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Tenant understands and acknowledges where both the Tenant and landlord are represented by a designated representative of the Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the tenant and the landlord client is as more particularly set out in the agreement with the respective tenant or landlord.

**5. CONSUMER REPORTS: The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

**6. FINDERS FEES:** The Tenant acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Tenant consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

**7. INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Tenant agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the Landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Tenant at the Tenant's own risk. The Tenant acknowledges having been advised to make their own enquiries to confirm the condition of the Property.

**INITIALS OF BROKERAGE:**



**INITIALS OF TENANT(S):**





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**8. ENVIRONMENTAL INDEMNIFICATION:** The Tenant agrees to indemnify and save harmless the Brokerage and representatives of the Brokerage from any liability, claim, loss, cost, damage or injury as a result of any Property of interest to the Tenant being affected by any contaminants or environmental problems.

**9. USE AND DISTRIBUTION OF INFORMATION:** The Tenant consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Tenant including, but not limited to: locating, assessing and qualifying properties for the Tenant; advertising on behalf of the Tenant; providing information as needed to third parties retained by the Tenant to assist in a transaction (e.g., financial institutions, building inspectors, etc.); and such other use of the Tenant's information as is consistent with the services provided by the Brokerage in connection with the lease or prospective lease of the Property.

The Tenant agrees that the lease and related information regarding any Property leased by the Tenant through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the Property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and leasing of real estate, including conducting comparative market analyses.

The Tenant acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

**10. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

**11. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Authority from the Tenant to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**12. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Tenant by electronic means shall be deemed to confirm the Tenant has retained a true copy of the Agreement.

**13. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce, Act 2000, S.O. 2000, c17* as amended from time to time.

**THE BROKERAGE AGREES TO REPRESENT THE TENANT IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO LEASE A PROPERTY ON TERMS SATISFACTORY TO THE TENANT.**

 **Pukhraj Parhar**  **KAMAL KAUR**  09/27/2024  
 (Authorized to bind the Brokerage) (Date) **PUKHRAJ PARHAR & Kamal Kaur**  
 (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

GREEN CITY PRODUCE INC. OF BURLINGTON  
 (Name of Tenant)  
 **Khalil Abdul Hamid**  **Roehdi Mohamad Abdul Hamid**  10/15/2024  
 Signature of Tenant/Authorized Signing Officer **GREEN CITY PRODUC** (Seal) (Date) 09/27/2024 (Tel. No.)  
 **Mohamad Chantine Hammoud**  (Seal) (Date) (Tel. No.)  
 Signature of Tenant/Authorized Signing Officer

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record ..... **Pukhraj Parhar & Kamal Kaur** .....  
 (Name of Salesperson/Broker/Broker of Record)  
 hereby declares that he/she is insured as required by TRESA.  
 **KAMAL KAUR**  **Pukhraj Parhar**  
 (Signature[s] of Salesperson/Broker/Broker of Record)

**ACKNOWLEDGEMENT**

**The Tenant(s) hereby acknowledge that the Tenant(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... 24 ..... day of ..... September ..... 20 24.....**

 **Khalil Abdul Hamid**  **Roehdi Mohamad Abdul Hamid**  10/15/2024  
 (Signature of Tenant/Authorized Signing Office) **GREEN CITY PRODUCE INC. OF BURLINGTON** (Date) 09/27/2024  
 **Mohamad Chantine Hammoud** (Signature of Tenant/Authorized Signing Office) (Date)

**Form 597**

for use in the Province of Ontario

# Schedule A

## Tenant Designated Representation Agreement - Commercial Mandate for Lease

**55**

This Schedule is attached to and forms part of the Tenant Designated Representation Agreement - Commercial, Mandate for Lease (Agreement) between:

**BROKERAGE:** ..... **ROYAL LEPAGE FLOWER CITY** ..... and

**TENANT:** ..... **GREEN CITY PRODUCE INC. OF BURLINGTON** .....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage and Designated Representative, and subject to the terms of Clause 11 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

This form must be initialled by all parties to the Agreement.

**INITIALS OF BROKERAGE:**

**INITIALS OF TENANT(S):**

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# Confirmation of Co-operation and Representation

## Tenant/Landlord

**56****TENANT:** GREEN CITY PRODUCE INC. OF BURLINGTON**LANDLORD:** 14713737 CANADA INC.

For the transaction on the property known as: 7388 GUELPH LINE MILTON

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation:

"Landlord" includes a lessor, seller or vendor, or a prospective landlord or lessor, seller or vendor and "Tenant" includes a lessee, buyer or purchaser or a prospective tenant, lessee, buyer or purchaser and "lease" includes a sale, and "Agreement to Lease" includes an Agreement of Purchase and Sale. Commission shall be deemed to include other remuneration.

**The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.**

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

**1. LISTING BROKERAGE (Single Representation)**

a)  The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Landlord in this transaction. It is further understood and agreed that:

- 1)  Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Tenant and has not entered into a representation agreement with the Tenant.
- 2)  The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Tenant and the Tenant is a self-represented party.
- 3)  The Landlord client and Tenant client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

**2. LISTING BROKERAGE (Multiple Representation)**

a)  The Listing Brokerage has entered into Representation Agreement with the Tenant and there is Multiple Representation.

b)  The Designated Representative who represents the Landlord also represents the Tenant and there is Multiple Representation.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Tenant offering on this property.)

**3. PROPERTY LEASED BY TENANT BROKERAGE**

a)  The Brokerage or a Designated Representative of the Brokerage represents the Tenant and the Brokerage will be paid by the Tenant directly.

**4. CO-OPERATING BROKERAGE****a) CO-OPERATING BROKERAGE – REPRESENTATION:**

1)  The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interest of the Tenant in this transaction.

**b) CO-OPERATING BROKERAGE – COMMISSION:**

1)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of ..... to be paid from the amount paid by the Landlord to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)

2)  The Co-operating Brokerage will be paid as follows:  
**first and last month**

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Tenant offering on this property.)

**INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)**

**TENANT**

**CO-OPERATING/TENANT-BROKERAGE**

**LANDLORD**

**LISTING BROKERAGE**

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Commission will be payable as described above, plus applicable taxes.

**COMMISSION TRUST AGREEMENT:** If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Landlord. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

<b>ROYAL LEPAGE FLOWER CITY</b> (Name of Co-operating/Tenant Brokerage)	<b>ROYALLEPAGE FLOWERCITY</b> (Name of Listing Brokerage)
10 Cottrelle Blvd #302, Brampton	10 Cottrelle Blvd #302, Brampton
Tel.: 905-230-3100 Fax:	Tel.: Fax:
  09/27/2024 <b>Pukhraj Parhar KAMAL KAUR</b> (Authorized to bind the Co-operating/Tenant Brokerage) (Date) <b>Pukhraj Parhar &amp; Kamal Kaur</b> (Print Name of Salesperson/Broker/Broker of Record)	

<b>ROYALLEPAGE FLOWERCITY</b> (Name of Listing Brokerage)	<b>ROYALLEPAGE FLOWERCITY</b> (Name of Listing Brokerage)
10 Cottrelle Blvd #302, Brampton	10 Cottrelle Blvd #302, Brampton
Tel.: Fax:	Tel.: Fax:
 09/27/2024 <b>KAMAL KAUR</b> (Authorized to bind the Listing Brokerage) (Date) <b>PUKHRAJ PARHAR &amp; KAMAL KAUR</b> (Print Name of Salesperson/Broker/Broker of Record)	

**CONSENT FOR MULTIPLE REPRESENTATION**

The Tenant and Landlord confirm that they have previously consented to Multiple Representation.  
 The Tenant and Landlord consent with their initials Multiple Representation for this transaction.

**INITIALS OF TENANT(S)**

**INITIALS OF LANDLORD(S)**

**ACKNOWLEDGEMENT**

I have received, read, and understand the above information.

(Signature of Tenant) GREEN CITY PRODUCE INC. OF BURLINGTON (Date)  
 (Signature of Tenant) (Date)

 **Narinder Shoker**  
 (Signature of Landlord) 14713737 CANADA INC. (Date)  
 (Signature of Landlord) (Date)

# APPENDIX “C”

---

**From:** Chris Rowe <crowe@albertgelman.com>  
**Sent:** Monday, January 5, 2026 1:41 PM  
**To:** shoker@amgfleets.ca; danielpiszko@hotmail.com; metro\_metroinsurance@yahoo.ca; klambros78@gmail.com; narinder.shoker7@outlook.com  
**Cc:** Tom McElroy  
**Subject:** RE: 14713737 Canada Inc. (the Company)  
**Attachments:** F-order-justice-cudjoe.pdf

Narinder, Daniel, Azad and Charalambos,

I refer to my below email of May 26, 2025. We've received responses to each of the below requests (or advice that you do not have the requested information) for all items except for the bank account. Please provide the bank account details and statements from August 22, 2024 to present. Please also provide the Company's:

- Balance sheets;
- Profit and loss statements;
- Statement of cash flows;
- List of equipment; and
- All other books and records of the company.

Please also provide me with the coordinates for director Manmeet Shoker. I remind you that in your respective roles as directors and former director, you are obligated to provide us with this information pursuant to paragraph 5 of the order appointing Albert Gelman Inc. as receiver.

Regards  
Chris

**Chris Rowe, CA (ANZ)**  
Senior Manager



Albert Gelman Inc. | T: [647.578.9645](tel:647.578.9645) | E: [crowe@albertgelman.com](mailto:crowe@albertgelman.com) | A: 150 Ferrand Dr., Suite 1503, Toronto, ON, M3C 3E5 [www.albertgelman.com](http://www.albertgelman.com)

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---

**From:** Chris Rowe  
**Sent:** Monday, May 26, 2025 5:01 PM  
**To:** shoker@amgfleets.ca; danielpiszko@hotmail.com  
**Cc:** metro\_metroinsurance@yahoo.ca; klambros78@gmail.com; vansh.goyal@agllaw.ca; Tom McElroy <tmcelroy@albertgelman.com>; Terry Scott <tscott@albertgelman.com>  
**Subject:** RE: 14713737 Canada Inc.

Daniel and Narinder

Thank you for your time today and in showing Terry and I the property. Daniel, we need the following from you:

- The rent roll including the frequency and amounts of rent due, copies of leases and their usual method of payment;
- A copy of the insurance policy and the full binder setting out details of the property and the buildings thereon;
- All offers received for the property;
- A copy of the company's up to date bank statements (Narinder I understand you have access to this and not Daniel);
- A schedule setting out the monthly expenses for the property and to whom they're to be paid; and
- CRA statements setting out any liabilities for HST and payroll source deductions.

Please provide the above documents by tomorrow. You can send them piecemeal if you wish, no need to wait until you have all of the documents together. It's critical we get these documents in tomorrow to ensure continuation of insurance and that the tenants are served with notices to pay rent to our property manager prior to June 1.

Regards  
Chris

**Chris Rowe, CA (ANZ)**  
Senior Manager



Albert Gelman Inc. | T: [416.504.1650 ext. 135](tel:416.504.1650) | E: [crowe@albertgelman.com](mailto:crowe@albertgelman.com) | A: 250 Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 [www.albertgelman.com](http://www.albertgelman.com)

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---

**From:** Chris Rowe  
**Sent:** Monday, May 26, 2025 9:30 AM  
**To:** [shoker@amgfleets.ca](mailto:shoker@amgfleets.ca); [danielpiszko@hotmail.com](mailto:danielpiszko@hotmail.com)  
**Cc:** [metro\\_metroinsurance@yahoo.ca](mailto:metro_metroinsurance@yahoo.ca); [klambros78@gmail.com](mailto:klambros78@gmail.com); [vansh.goyal@agllaw.ca](mailto:vansh.goyal@agllaw.ca); Tom McElroy <[tmcelroy@albertgelman.com](mailto:tmcelroy@albertgelman.com)>; Terry Scott <[tscott@albertgelman.com](mailto:tscott@albertgelman.com)>  
**Subject:** RE: 14713737 Canada Inc.

Hi Narinder and Daniel

Just confirming we'll be meeting onsite today at 1 PM. Attending from our side will be:

- Myself, Terry, Norbert and Sasa;
- Eric Tafner (property manager); and
- Jonathan (appraiser).

We haven't received the rent roll and associated documents, so our property manager will need to return at a later date to serve the tenants with notices to pay rent to them directly. Please provide these and the insurance policy without further delay.

Regards  
Chris

**Chris Rowe, CA (ANZ)**  
*Senior Manager*



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---

**From:** Chris Rowe  
**Sent:** Thursday, May 22, 2025 3:37 PM  
**To:** [shoker@amgfleets.ca](mailto:shoker@amgfleets.ca); [danielpiszko@hotmail.com](mailto:danielpiszko@hotmail.com)  
**Cc:** [metro\\_metroinsurance@yahoo.ca](mailto:metro_metroinsurance@yahoo.ca); [klambros78@gmail.com](mailto:klambros78@gmail.com); [vansh.goyal@agllaw.ca](mailto:vansh.goyal@agllaw.ca); Tom McElroy <[tmcelroy@albertgelman.com](mailto:tmcelroy@albertgelman.com)>; Terry Scott <[tscott@albertgelman.com](mailto:tscott@albertgelman.com)>; Bryan Gelman <[bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)>  
**Subject:** RE: 14713737 Canada Inc.

Hi Narinder and Daniel

As discussed this afternoon, you advised:

- The property has several tenants, including Daniel and his family, two residential tenants sharing one building and two commercial tenants;
- The insurance policy is up to date and held with Acumen Insurance Group;
- The company has no other business activity except for ownership and management of the property;
- You have an interested buyer who may be willing to or has offered \$7.7MM for the property; and
- You can meet with us onsite to inspect the property at 1 PM on Monday.

Please confirm I have the above correct. I advised you:

- We'll need to direct the tenants to begin paying rent to us;
- Ourselves as receiver and FCC as mortgagee would need to consent to any sale; and
- Now that we've been appointed as receiver, we need to run a property sale process which stands up to scrutiny. This means we need to obtain an appraisal, an environmental assessment, select a realtor and run a sale process under our supervision to properly demonstrate to any stakeholder that the market has been properly tested and we achieved the best recovery for creditors.

Please provide a copy of:

1. the rent roll including the monthly payments due from each tenant, copies of leases and their usual method of payment;
2. the insurance policy; and
3. the \$7.7MM offer if it comes through and any other offers you've received.

I'll meet you onsite on Monday. I'm going to ask our realtor, property manager and appraiser to meet us as well, I'll keep you posted on their availability.

Regards  
Chris

**Chris Rowe, CA (ANZ)**  
*Senior Manager*



Albert Gelman Inc. | T: [416.504.1650 ext. 135](tel:416.504.1650) | E: [crowe@albertgelman.com](mailto:crowe@albertgelman.com) | A: 250 Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 [www.albertgelman.com](http://www.albertgelman.com)

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# APPENDIX “D”

## APPENDIX A

### Order to Demolish/Restore # 2025.001

**Pursuant to section 24(6) of the  
*Niagara Escarpment Planning and Development Act, Chapter N.2, R.S.O. 1990***

**THIS ORDER is directed to:**

**14713737 Canada Inc**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**WHEREAS unauthorized development consisting of:**

- Unauthorized expansion of an existing use (Increased storage of commercial vehicles).

**Has occurred on the properties described as:**

NELSON CON 3 PT LOTS 12 TO;14 RP 20R21144 PARTS 1 9 TO;12

ARN: 240907030103910

7372 Guelph Line

Town of Milton, Regional Municipality of Halton

HEREAFTER, the above noted property is described as "the subject property".

AND WHEREAS the purpose of the *Niagara Escarpment Planning and Development Act* ("the Act"), as set out in it at Section 2, is to provide for the maintenance of the Niagara Escarpment and land in its vicinity substantially as a continuous natural environment and to ensure only such development occurs as is compatible with that environment.

AND WHEREAS Development Control is a land use control mechanism put in place to help fulfill the purpose of the Act.

AND WHEREAS Subsection 24(1) of the Act states: "Despite any other general or special Act, if an area of development control is established by regulation made under section 22, no person shall undertake any development in the area unless such development is exempt under the regulations or unless the development complies with a development permit issued under this Act".

AND WHEREAS the subject property is entirely located within the Area of Development Control as defined in Ontario Regulation 826/90 made under the Act.

AND WHEREAS the subject property was purchased by the Orderees on March 27, 2023

AND WHEREAS the Commission has reasonable grounds to believe that the Orderees have been undertaking the described development at the subject property from on or about April 10, 2023, to present.

AND WHEREAS the described development is not exempt from the requirement for a Development Permit, pursuant to Ontario Regulation 828/90 made under the Act.

**NOW, THEREFORE**, in accordance with Subsection 24(6) of the Act, THE PERSONS TO WHOM THIS ORDER IS DIRECTED ARE JOINTLY AND SEVERALLY ORDERED TO COMPLETE THE FOLLOWING WORKS:

1. **Cessation of Unauthorized Expansion of Use** – No later than **March 14th, 2025**, cease the expansion use by:
  - a. Removing or causing to be removed all transport trucks and trailers stored at the subject property in excess of the existing conditions of seven trailers and four trucks, which are only to be used as accessory to the existing Agri-industrial operation, and
  - b. Refraining thereafter from storing additional transport trucks or trailers on the subject property in excess of the existing conditions level set out in subsection 1(a) above unless such storage is in accordance with a Development Permit issued by the NEC.

AND FURTHER, TAKE NOTICE THAT failure to comply with this Order may result in further enforcement action being taken against you.

FAILURE TO COMPLY with this Order is a contravention under section 24(7.1) of the *Niagara Escarpment Planning and Development Act* (NEPDA) and upon conviction may

incur penalties including a fine of not more than \$10,000 a day or part of a day on which the contravention continued. Corporations convicted under section 24(7.2) of the NEPDA may incur penalties including a fine of not more than \$25,000 a day or part of a day on which the contravention continued.

IN ADDITION, and in accordance with section 24(7) of the Act, failure to comply with this Order may lead the NEC to cause the necessary works to be done and charge you with the costs thereof, and the costs of doing said works would be a debt due by you to the Crown, recoverable with costs in any court of competent jurisdiction.

Dated this 20th of February 2024.

*To be signed once authorized by the Commission.*

---

Rocco Vacca, Chair  
Niagara Escarpment Commission

# APPENDIX “E”

**Niagara Escarpment  
Commission**  
232 Guelph Street  
Georgetown, ON L7G 4B1  
Tel. No.: 905-877-5191  
necgeorgetown@ontario.ca

1450 7<sup>th</sup> Avenue East  
Owen Sound, ON N4K 2Z1  
Tel. No. (519) 371-1001  
necowensound@ontario.ca

<https://escarpment.org>

**Commission de l'escarpement du  
Niagara**  
232, rue Guelph  
Georgetown ON L7G 4B1  
No de tel. 905-877-5191  
necgeorgetown@ontario.ca

1450 7<sup>e</sup> avenue Est  
Owen Sound, ON N4K 2Z1  
No de tel. (519) 371-1001  
necowensound@ontario.ca

<https://escarpment.org>



## A3 Compliance Staff Report

### Order to Demolish/Restore 2025.001

**14713737 Canada Inc et al.**

**7372 Guelph Line,**

**Town of Milton, Regional Municipality of Halton**

### Executive Summary

Niagara Escarpment Commission (NEC) staff have been aware of compliance concerns at 7372 Guelph Line (“the subject property”) since March of 2023. Since that time, several roadside and on-site inspections have been conducted to assess compliance with the *Niagara Escarpment Planning and Development Act* (NEPDA) due to public concerns regarding the operation of a commercial vehicle storage yard. NEC compliance staff have spoken with the landowner in an attempt to build understanding of the NEPDA, its associated Regulations, and to seek voluntary compliance with the Act.

A variety of approaches have been used over the previous year to address the non-compliance and resulting impacts. During this time, NEC staff gave directions including a Notice of Violation, to address unauthorized expanded storage of transport trucks and trailers on the property.

The landowner has made multiple verbal and written commitments to limit the site to a use which is more compatible with the requirements of the Niagara Escarpment Plan (NEP). However, little progress has been made in this regard. The NEC continues to receive complaints related to the activities occurring on the subject property.

### Staff Recommendation

That the Niagara Escarpment Commission endorse Order to Demolish/Restore #2025.001 and the provisions thereto, which are attached to this report as Appendix A.

Ontario's Niagara Escarpment – A UNESCO World Biosphere Reserve

90310418.1

## Alleged Unauthorized Development / Violations

1. Unauthorized expansion of an existing use (Increased storage of commercial vehicles).

## Reasons for Order

- A search of NEC records confirmed that no Development Permits have been issued to the landowners that would authorize the expansion of use.
- The expanded industrial use consisting of increased storage of transport trucks and trailers was first observed by NEC staff in May 2023 and continues to be an on-going activity.
- Expansion of an existing use requires a Development Permit before it is undertaken.
- In October 2023, NEC staff issued the landowners a Notice of Violation (“NOV”) letter, informing them that the increased amount of transport trucks and trailers being stored is an unauthorized expansion of use and that it is considered development without a permit, which is a violation under the NEPDA). The Notice of Violation requested the landowner voluntarily cease the expanded storage of transport trucks and trailers by removing stored vehicles in excess of existing conditions.
  - To-date, the un-permitted development of concern to this order has intensified despite direction provided in the NOV.
- NEC staff have attempted to work with the landowner to work towards voluntary compliance. Due to a lack of progress in our attempts to find a voluntary and collaborative solution, NEC staff are seeking the Commission’s endorsement of the attached draft Restoration Order to address the situation.

## Relevant Legislation

- Subsection 24(1) of the NEPDA states:

*Despite any other general or special Act, if an area of development control is established by regulation made under subsection 22, no person shall undertake any development in the area unless such development is exempt under the regulations or unless the development complies with a development permit issued under this Act.*

- Subsection 24(6) of the NEPDA states:

*Where any person undertakes any development that is in contravention of subsection (1), the Minister may order such person to demolish any building or structure erected*

*in connection with the development or to restore the site to the condition it was in prior to the undertaking of the development, or both, within such time as the order specifies.*

The issuance of Demolition/Restoration Orders has been delegated to the Commission and is the subject of this staff report.

## **Landowner Information**

Municipal Property Assessment Corporation (“MPAC”) information identifies the landowner of the subject property as 14713737 Canada Inc, an active federal company, whose directors are identified in a corporate profile report as REDACTED (“the landowners”). A Geowarehouse property report dated December 2, 2024, confirms the property continues to be owned by this corporation.

## **Subject Property Description and History**

7372 Guelph Line, Milton (“the subject property”) is located entirely within the NEC’s development control area as defined by R.R.O 826, 1990. The subject property is designated by the Niagara Escarpment Plan as “Escarpment Protection Area” and “Escarpment Natural Area”, with the developments of concern located in the “Escarpment Protection Area” (see appendix B). The subject property contains an Environmentally Sensitive Area as defined by the Region of Halton’s Official Plan, several Areas of Natural and Scientific Interest and a provincially significant wetland, though the development in question is located outside these features (see appendix B).

MPAC information profiles the property as being 142 acres (57.46 hectare) and lists it as a “Farm with residence – with commercial/industrial operation.”

The north-eastern quadrant of the property is the location of the commercial vehicle storage area. No new buildings or structures appear to have been constructed during the possession of the current landowner.

Prior to the establishment of the NEP in 1985, the subject property was used as a place of business for “Stonehaven Farms”. Stonehaven Farms was operated on the property uninterrupted between 1957 and 2023. Stonehaven Farms’ main business was the growing, processing and shipment of produce, which included mainly berries and corn. The property also operated as a family farm and market, offering pick-your-own berry and pumpkin patch experiences. As a part of the existing use of this property, NEC staff recognize that there is evidence of an established limited industrial use which was subordinate and connected to the principal agricultural use. The site contains a warehouse for produce processing and cold storage, as well as previously stored a limited number of commercial vehicles which were associated with the shipping of

produce processed on-site. A review of historical aerial imagery, historical permits and an interview with the previous landowner, has found that this commercial vehicle storage did not exceed the storage of 7 trailers and 4 cabs at a given time. It is important to note that the NEC does not have any record of any independent industrial uses occurring at the subject property, and the only uses that can be deemed existing would be industrial uses which are subordinate and connected to the principal agricultural use of the property.

A prosecution precedent (R v. Schaefer (1991)) demonstrates that increasing the number of commercial vehicles stored under an existing use from one to two and sometimes three constitutes development and requires a permit. The NEPDA also states that development includes a change in use, and under S.24(1) development requires a permit. Therefore, to be operating in conformity of the existing site conditions, any future landowner must:

1. Be operating the existing use at the same intensity.
2. Be operating the existing use in the same manner. (i.e., cannot change the use by converting a subordinate use to a principal use.)
3. Be operating the existing use within the same physical area (i.e., cannot change the use of a field used for agriculture to a field used as a truck storage yard)

The previous owner of Stonehaven Farms retired in March of 2023, and subsequently sold the property to the new landowner owner who is the subject of this order.

The landowner purchased the property in May of 2023. Shortly after purchase, the landowner began storing an increasing number of commercial vehicles without the benefit of a Development Permit authorizing such increase in storage. Most of the vehicles have graphics advertising “AMG Global”, a trucking and logistics company based in Mississauga which shares a director (REDACTED) with the landowning corporation of the subject property. The NEC received the first of 4 complaints around this time, and subsequently provided the landowner with written correspondence outlining staff’s understanding as to what the existing use of the site includes, and requested the landowner to ensure the use of the property is in-keeping with the outline.

By late 2024, the use intensified to the point where 16 trucks/trailers began to be stored at the subject property. A sign advertising “AMG Global” also appeared at the front of the property around this time. According to the landowner, the reason for placing this sign was not to signal the establishment of an unrelated truck yard, but rather the farm is now called “AMG Global”. NEC staff requested via a Notice of Violation that the landowner remove the excess commercial vehicles and unpermitted signage. This

signage was removed following NEC direction; however, we to-date have not observed a reversal of the expansion of the trucking use.

This intensity of the trucking use continues to-date of writing, where NEC staff have observed between 9-16 trailers visible from a public vantage point. According to observations made by NEC staff, the total amount of commercial vehicles stored at the property has increased around 81%.

## **Detailed Compliance Timeline**

### **April 2023:**

- April 25, 2023: NEC staff received a complaint forwarded by the Town of Milton concerning the establishment of a truck yard at the subject property. The complainant was concerned with potential ground water contamination from the establishment of the truck yard.
- April 29, 2023: NEC staff conducted a roadside inspection of the subject property and observed the storage of 13 commercial vehicles and 2 City buses on the property.

### **July 2023:**

- July 26, 2023: NEC staff met with the landowner on the property and observed 10 trailers and two city buses being stored on the property. At the meeting, a landowner, REDACTED, stated the intent behind the increased storage of commercial vehicles is to support an increased agricultural production of the farm. When asked why a large portion of commercial vehicles bear graphics advertising AMG Global, the landowner stated that he is borrowing them from his other company.

### **September 2023:**

- September 12, 2023: NEC staff provided written correspondence to the landowner explaining the existing uses of the site. The letter outlined the existing uses to include a limited industrial use to support the principally agricultural use on the site, and limited storage of commercial vehicles associated with this subordinate industrial use. In this letter, it was outlined to the landowner that the extent of the commercial vehicle storage under the existing use is limited to 7 trailers and 4 truck cabs. The letter stated that an increase in storage is an expansion of an existing use which may require a Development Permit.
- September 26, 2023: NEC staff conducted a roadside inspection of the property and observed from the public vantage point 13+ trailers being stored on the property. Staff also observed two new signs placed at the front of the property

advertising “AMG Global”, who’s website advertises it as a trucking and logistic company based in Mississauga.

**October 2023:**

- October 4, 2023: NEC staff issued a Notice of Violation letter to the landowner requesting that the landowner cease the expansion of use by removing the excess commercial vehicles and requesting the landowner remove all unpermitted signage.
- October 6, 2023: NEC staff received an email from the landowner acknowledging receipt of the Notice of Violation and requesting an on-site meeting to discuss paths forward for the property.
- October 17, 2023: NEC compliance staff met with landowner on-site and discussed activities occurring at the property. At this meeting, NEC staff reiterated to the landowner that the activities occurring required a Development Permit to be undertaken as it is considered an expansion of an existing use which is considered development under the NEPDA. NEC staff asked the landowner about the increased storage of commercial vehicles, and the landowner stated he intends to increase the output of the farm and requires storage of 20 commercial vehicles to facilitate increased produce shipments. NEC staff informed the landowner such an increase requires a Development Permit. The landowner stated they understood they were outside of the compliance date illustrated in the NOV and requested additional time to move the commercial vehicles. The landowner invited NEC staff to view the property, wherein staff found 10 trailers were stored as well as additional signage advertising “AMG Global” and “Vineet Kaushal Immigration & Criminal Lawyer”. NEC staff provided an extension to the deadline identified in the NOV. The landowner committed to removing the signs and excess commercial vehicles ASAP and removing the city buses by November 10, 2023.
- October 18, 2023: NEC staff receive email correspondence from the landowner which stated: “the bus will be removed November 10<sup>th</sup> as well as both signs. We will also ensure that the extra trailers will be removed as well.” [sic]

**November 2024:**

- November 11, 2024: NEC staff receive an additional complaint concerning excess storage of trucks at the property.
- November 21, 2024: NEC staff conduct a roadside inspection and observe the continued expansion of commercial vehicle storage, from a public vantage point.

NEC staff observed 2 city busses, 16 trailers and 7 trucks visible from the roadside.

## Summary

The development described above is unauthorized, meaning no NEC Development Permit has been issued nor are they exempted under R.R.O 1990, Regulation 828.

The expansion of an existing use is not exempt from requiring a Development Permit under R.R.O. 1990, Regulation 828.

The landowner was offered an opportunity to voluntarily restore the property by ceasing the expanded storage use but, as of November 21, 2024, there is no evidence of compliance with the actions required by the NoV nor has any indication of any future intent to comply been received.

The landowners were informed that these unauthorized uses would have required a Development Permit from the NEC prior to being undertaken.

The landowners have not acted on formal and informal requests made by NEC staff to cease undertaking unauthorized development.

It is appropriate that the Commission issue this restoration order to ensure that a proper and timely restoration of the property can be undertaken. The individuals named in this order, the landowners, have failed to voluntarily comply with the NEC's requests and have allowed timelines identified for compliance to expire.

The Restoration Order will serve as general and specific deterrence to prevent the continued proliferation of unpermitted truck yards within the Niagara Escarpment Plan Area.

The proposed approach to achieving compliance is outlined below.

## Compliance Approach

The intent of the compliance approach is to ensure the subject property is developed only in accordance with the NEPDA and the regulations and policies of other regulatory agencies. Efforts have been made by NEC staff to seek voluntary compliance on this site, however NEC staff have exhausted all voluntary compliance approaches and tools along the compliance spectrum.

The appropriate next step to address this situation is through the issuance of an Order to Demolish/Restore under the NEPDA. The intent of the Order to Demolish/Restore is to have the unauthorized development promptly removed from the property and to restore the disturbed areas to as close to their original conditions as possible within a reasonable timeframe and under professional supervision. The Order will also have the

effect of acting as general and specific deterrence against possible future non-compliance.

**Prepared by:**

Maxamillion Morris  
Compliance Program Supervisor  
Provincial Offences Officer (Badge #008)

**Approved by:**

Shawn Carey  
Director, Niagara Escarpment Commission

## Summary

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effect of acting as general and specific deterrence against possible future non-compliance.

**Prepared by:**

Maxamillion Morris  
Compliance Program Supervisor  
Provincial Offences Officer (Badge #008)

**Approved by:**

Shawn Carey  
Director, Niagara Escarpment Commission

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## APPENDIX A

### Order to Demolish/Restore # 2025.001

**Pursuant to section 24(6) of the  
*Niagara Escarpment Planning and Development Act, Chapter N.2, R.S.O. 1990***

**THIS ORDER is directed to:**

**14713737 Canada Inc**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**WHEREAS unauthorized development consisting of:**

- Unauthorized expansion of an existing use (Increased storage of commercial vehicles).

**Has occurred on the properties described as:**

NELSON CON 3 PT LOTS 12 TO;14 RP 20R21144 PARTS 1 9 TO;12

ARN: 240907030103910

7372 Guelph Line

Town of Milton, Regional Municipality of Halton

HEREAFTER, the above noted property is described as "the subject property".

AND WHEREAS the purpose of the *Niagara Escarpment Planning and Development Act* ("the Act"), as set out in it at Section 2, is to provide for the maintenance of the Niagara Escarpment and land in its vicinity substantially as a continuous natural environment and to ensure only such development occurs as is compatible with that environment.

AND WHEREAS Development Control is a land use control mechanism put in place to help fulfill the purpose of the Act.

AND WHEREAS Subsection 24(1) of the Act states: "Despite any other general or special Act, if an area of development control is established by regulation made under section 22, no person shall undertake any development in the area unless such development is exempt under the regulations or unless the development complies with a development permit issued under this Act".

AND WHEREAS the subject property is entirely located within the Area of Development Control as defined in Ontario Regulation 826/90 made under the Act.

AND WHEREAS the subject property was purchased by the Orderees on March 27, 2023

AND WHEREAS the Commission has reasonable grounds to believe that the Orderees have been undertaking the described development at the subject property from on or about April 10, 2023, to present.

AND WHEREAS the described development is not exempt from the requirement for a Development Permit, pursuant to Ontario Regulation 828/90 made under the Act.

**NOW, THEREFORE**, in accordance with Subsection 24(6) of the Act, THE PERSONS TO WHOM THIS ORDER IS DIRECTED ARE JOINTLY AND SEVERALLY ORDERED TO COMPLETE THE FOLLOWING WORKS:

1. **Cessation of Unauthorized Expansion of Use** – No later than **March 14th, 2025**, cease the expansion use by:
  - a. Removing or causing to be removed all transport trucks and trailers stored at the subject property in excess of the existing conditions of seven trailers and four trucks, which are only to be used as accessory to the existing Agri-industrial operation, and
  - b. Refraining thereafter from storing additional transport trucks or trailers on the subject property in excess of the existing conditions level set out in subsection 1(a) above unless such storage is in accordance with a Development Permit issued by the NEC.

AND FURTHER, TAKE NOTICE THAT failure to comply with this Order may result in further enforcement action being taken against you.

FAILURE TO COMPLY with this Order is a contravention under section 24(7.1) of the *Niagara Escarpment Planning and Development Act* (NEPDA) and upon conviction may

incur penalties including a fine of not more than \$10,000 a day or part of a day on which the contravention continued. Corporations convicted under section 24(7.2) of the NEPDA may incur penalties including a fine of not more than \$25,000 a day or part of a day on which the contravention continued.

IN ADDITION, and in accordance with section 24(7) of the Act, failure to comply with this Order may lead the NEC to cause the necessary works to be done and charge you with the costs thereof, and the costs of doing said works would be a debt due by you to the Crown, recoverable with costs in any court of competent jurisdiction.

Dated this 20th of February 2024.

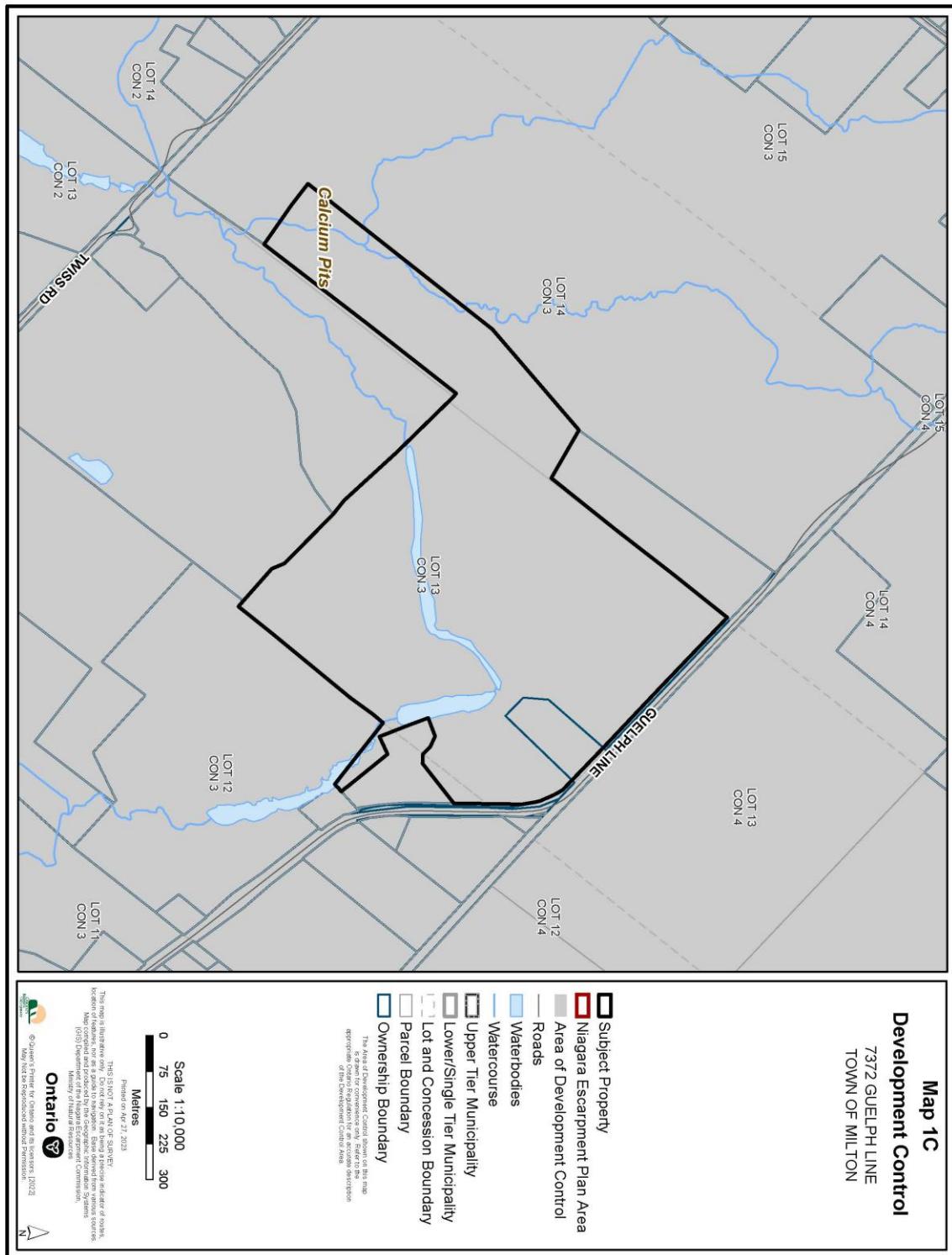
*To be signed once authorized by the Commission.*

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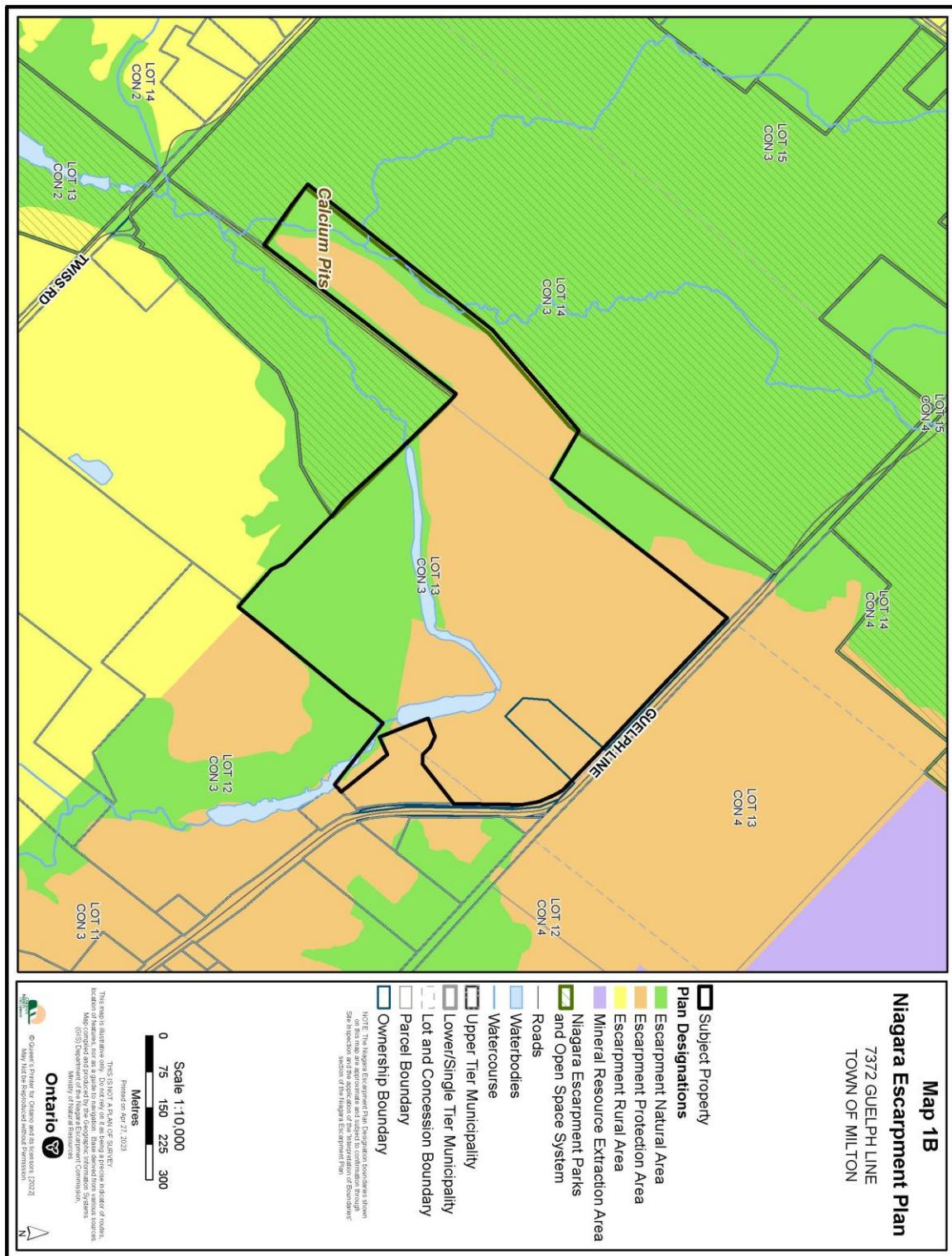
Rocco Vacca, Chair  
Niagara Escarpment Commission

**APPENDIX B - MAPPING**

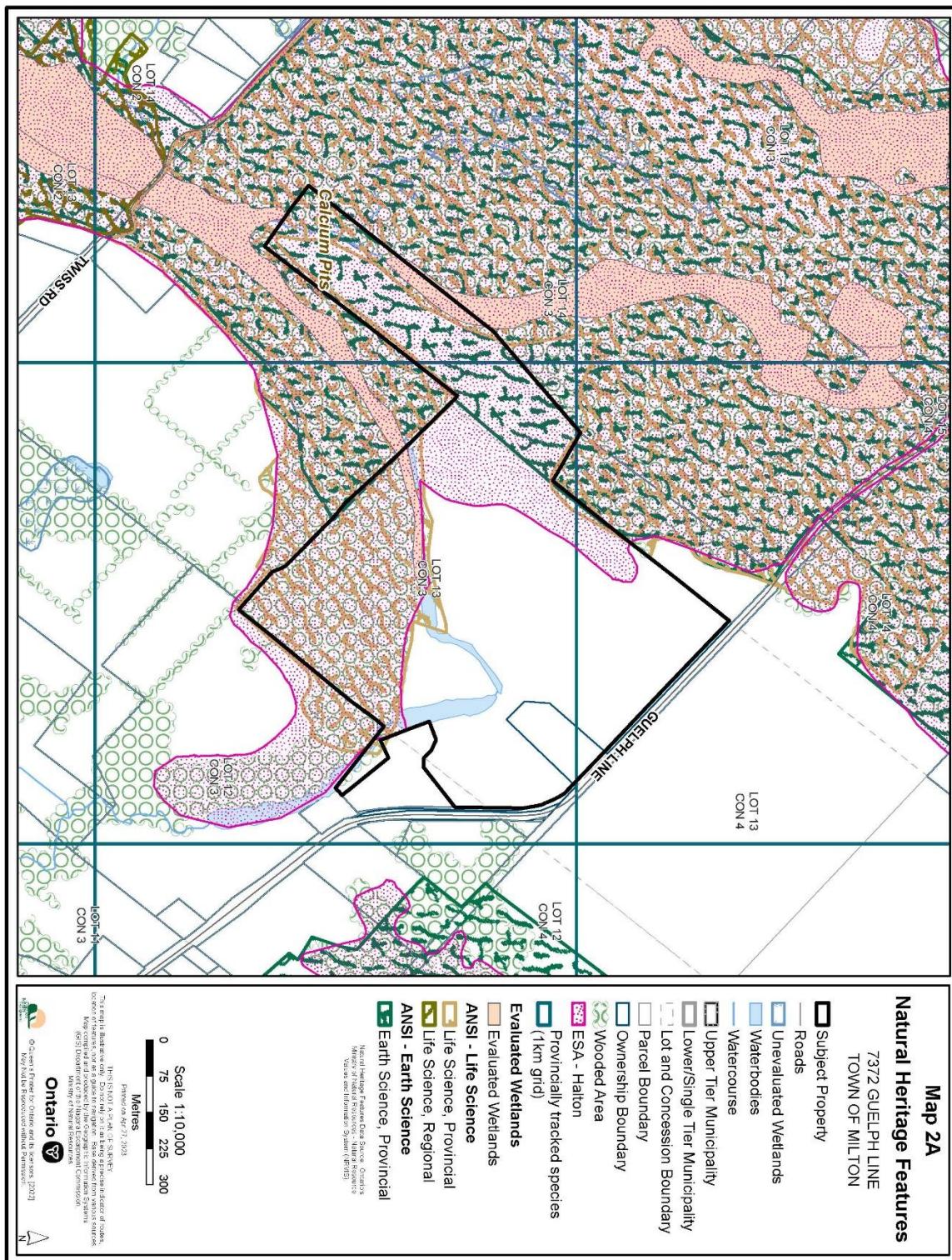
## Map of Development Control



## NEP Map

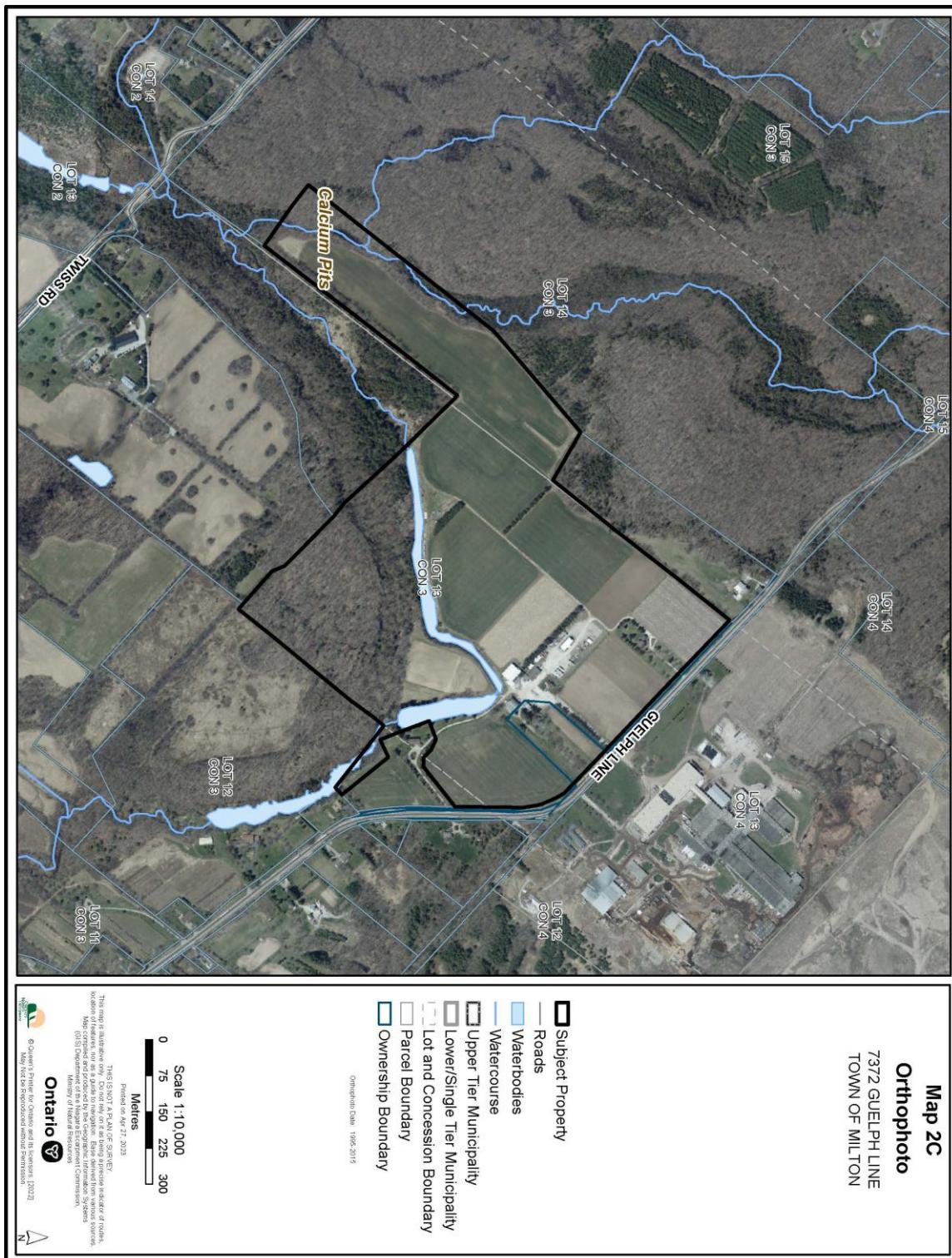


# Natural Heritage Map





## Orthophoto





## APPENDIX C – INSPECTION PHOTOS

### Appendix C.1 – Photos taken September 26, 2023, by A/Compliance Program Supervisor Maxamillion Morris

1		<i>Photo of unauthorized development – Sign at front of property advertising AMG Global</i>
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2	 A photograph showing a dirt road leading towards a storage area. On the left, there is a large evergreen tree and some grass. The road is paved with asphalt and has a metal guardrail on the right side. In the background, there are several white trailers and a white truck parked in a grassy field. A fence runs along the edge of the field. The sky is clear and blue. The photo is taken from a low angle, looking down the road. Galaxy A51	<i>Photo of unauthorized development – Storage of 12+ trailers and one truck</i>
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**Appendix C.2 – Photos taken November 21, 2024, by Compliance Program  
Supervisor Maxamillion Morris**

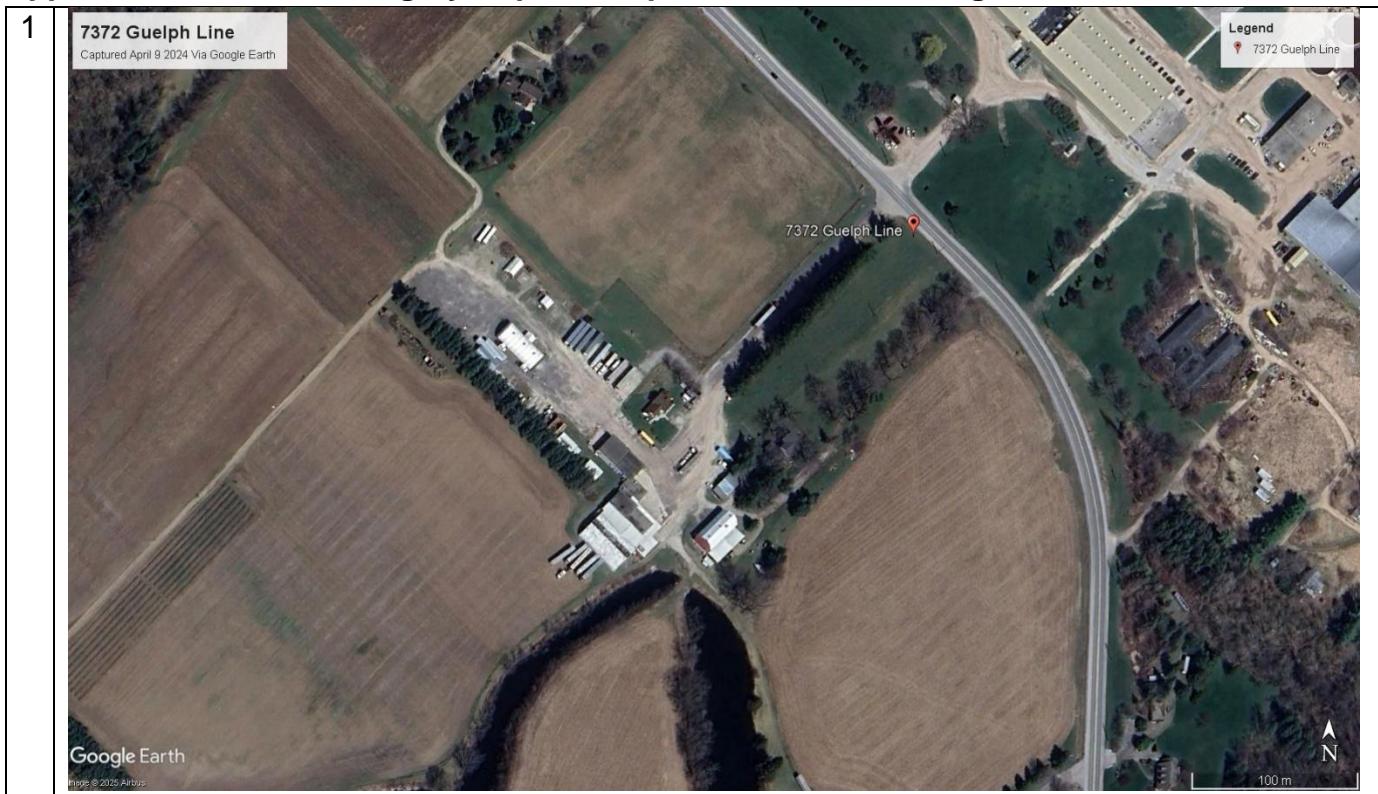
1		<i>Photo of unauthorized development – 7 transport trucks and 14+ trailers parked on the property.</i>
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## Appendix D: Aerial Imagery

### Appendix D.1 – Aerial Imagery Captured Oct 4 2022 – Via Google Earth



Aerial imagery captured October 4 2022 via Google Earth illustrating 3 trailers stored at the subject property.

**Appendix D.2 – Aerial Imagery Captured April 9, 2024 – Via Google Earth**

# APPENDIX “F”

---

**From:** Chris Rowe <[crowe@albertgelman.com](mailto:crowe@albertgelman.com)>  
**Sent:** Monday, August 25, 2025 9:08 AM  
**To:** Daniel Piszkko; 'shoker@amgfleets.ca'  
**Cc:** Tom McElroy  
**Subject:** RE: 14713737 Canada Inc. (the Company)

Understood, thanks Daniel. Narinder, please note the below and remove all trucks from the premises by Friday.

**Chris Rowe, CA (ANZ)**  
*Senior Manager*



Albert Gelman Inc. | T: [416.504.1650](tel:416.504.1650) ext. 135 | E: [crowe@albertgelman.com](mailto:crowe@albertgelman.com) | A: 250 Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 [www.albertgelman.com](http://www.albertgelman.com)

\*\*\*\*\*
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---

**From:** Daniel Piszkko <[danielpiszko@hotmail.com](mailto:danielpiszko@hotmail.com)>  
**Sent:** Sunday, August 24, 2025 10:29 PM  
**To:** Chris Rowe <[crowe@albertgelman.com](mailto:crowe@albertgelman.com)>; 'shoker@amgfleets.ca' <[shoker@amgfleets.ca](mailto:shoker@amgfleets.ca)>  
**Cc:** Tom McElroy <[tmcelroy@albertgelman.com](mailto:tmcelroy@albertgelman.com)>  
**Subject:** Re: 14713737 Canada Inc. (the Company)

Hi chris

I do not control or own any of the equipment that is on the property. The trailers that are on the premises you would need to speak to narinder shoker as perhaps he may share some more insight about the remaining trailers that are on the property and how to get them removed. You would need to speak to viva about there situation with our property. The other tenans turbo master you would need to speak to them about any trucks that they have on the property and green city they sometimes park a few vans or cube vans on the property but according to permitted uses with niagara escarpment I thought 4 trucks and 9 trailers are permitted. You would need to speak tp Mohammad at green city produce about that as well

Thanks

Daniel

---

**From:** Chris Rowe <[crowe@albertgelman.com](mailto:crowe@albertgelman.com)>  
**Sent:** August 22, 2025 8:11 PM  
**To:** Daniel Piszkko <[danielpiszko@hotmail.com](mailto:danielpiszko@hotmail.com)>

**Cc:** Tom McElroy <[tmcelroy@albertgelman.com](mailto:tmcelroy@albertgelman.com)>  
**Subject:** 14713737 Canada Inc. (the Company)

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Hi Daniel

As you may be aware, the court appointed us as receivers of the Company this morning. To comply with the Niagara Escarpment Commission's order, we need all trucks removed from the premises by August 29, 2025. Any that are left onsite after that date will be removed by us.

I understand Viva Logistics has trucks onsite. I will notify them separately. Do any of the other tenants have trucks onsite? If so, please let me know which ones and which trucks. Are the remaining trucks owned by the Company or any other entities you or Narinder Shoker control?

Regards

Chris

**Chris Rowe, CA (ANZ)**

*Senior Manager*



Albert Gelman Inc. | T: [416.504.1650](tel:416.504.1650) ext. 135 | E: [crowe@albertgelman.com](mailto:crowe@albertgelman.com) | A: 250 Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 [www.albertgelman.com](http://www.albertgelman.com)

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# APPENDIX “G”

2012 UTILITY TRAILER		1UYVS2537DM608404	REEFER
BOAT AND TRAILER		36E32952	
HINO TRUCK		TENAX	
53' DRY STORAGE TRAILERS		2F3V05329MS211918	
53' DRY STORAGE TRAILERS		1JJV533B5GL888752	REEFER
53' DRY STORAGE TRAILERS		1JJV533B1DL763470	REEFER
53' DRY STORAGE TRAILERS	X6	NO VINS	
CHASSIS		2TX5FC457LE130003	
PREVOST BUS		GOFF LIMOSINE	2PCH33498V1011828
PREVOST BUS		GOFF LIMOSINE	20CH33418Y1013352
CADILLAC			1GYFK63847R311004
WESTERN STAR TRACTOR		VIVA	5KJJAXDV6FLGK5323
SEA CAN			
SCRAPPED AND STRIPPED TRACTOR			

## APPENDIX “H”

## **NOTICE OF VIOLATION – REQUEST FOR VOLUNTARY COMPLIANCE**

January 13, 2026

**Sent via Email Only**

14713737 Canada Inc.

ATTN: Chris Rowe

crowe@albertgelman.com

**RE: Niagara Escarpment Planning and Development Act Violation: Development  
Without a Permit (NEC Occurrence #: 24-1011)**

To: 14713737 Canada Inc.

We understand you are the landowner of 7372 Guelph Line, NELSON CON 3 PT LOTS 12 TO;14 RP 20R21144 PARTS 1 9 TO;12, Town of Milton, Regional Municipality of Halton ("the subject property").

This correspondence follows an inspection which occurred November 27, 2025 wherein the following development was found to have been undertaken on the subject property noted above:

- Change of use (operation of an auto repair shop: "*Turbo Masters Inc.*")
- Change of use (operation of a commercial produce wholesaler "*Green City Produce*")
- Change of use (storage of commercial vehicles incidental to the above land-uses)

The Niagara Escarpment Commission (NEC) is responsible for ensuring the Niagara Escarpment's natural resources, ecosystem health and scenic landscape are protected through administering the *Niagara Escarpment Planning and Development Act* (NEPDA). The NEPDA requires individuals undertaking certain changes to land, buildings/structures or land use ("development") on lands adjacent to and on the escarpment to receive a development permit before undertaking development. Please visit <https://escarpment.org/developing> for more information. The area where this requirement is in effect is referred to as the Area of Development Control.

This requirement is outlined in the NEPDA Section 24(1) DEVELOPMENT PERMITS which states: *Despite any other general or special Act, if an area of development control is established by regulation made under section 22, no person shall undertake any development in the area unless such development is exempt under the regulations or unless the development complies with a development permit issued under this Act.*

The area of concern on the subject property lies within the Area of Development Control under **Regulation 826**. (See attached map)

The purpose of this letter is to notify you of the following:

- (a) The above noted activities are located within the Area of Development Control;
- (b) They are considered development;
- (c) We are not aware of any exemption that applies to them;
- (d) A search of our records has confirmed that the NEC has not issued a Development Permit authorizing the developments.

Based on this information above, the development that has been undertaken is in violation of the NEPDA.

This letter also provides you an opportunity to address the above noted violations and to bring your property into compliance with the NEPDA, I am asking that you do the following:

- a) **No later than February 28th, 2026.**
  - a. Permanently cease the operation of the aforementioned unauthorized commercial/industrial land uses at the subject property.
  - b. Permanently remove, or cause to be removed, all commercial vehicles incidental to the unauthorized land uses to an appropriate off-site location.

Failure to adequately address this issue could result in further compliance action. Please note that persons charged under s.24(1) of the NEPDA for undertaking development without a Development Permit and convicted may incur on a first conviction **a fine of up to \$25,000**. In the case of corporations, the maximum fine is elevated on a **first conviction to up to \$50,000**. Other enforcement tools available include demolition or restoration orders issued under section 24(6) of the *NEPDA*.

You may contact me at Maxamillion.morris@ontario.ca or (289) 924-1315 if you have any further questions.

Regards,



**Maxamillion Morris**

Compliance Program Supervisor  
Provincial Offences Officer #008

Niagara Escarpment Commission

Cc: Program Services Manager, Niagara Escarpment Commission

## **NOTICE OF VIOLATION – REQUEST FOR VOLUNTARY COMPLIANCE**

January 13, 2026

**Sent via Courier**

Green City Produce Inc. of Burlington

ATTN: Mohamad Abdulhamid

270 William St

London, ON

N6B 3C3

**RE: Niagara Escarpment Planning and Development Act Violation: Development  
Without a Permit (NEC Occurrence #: 24-1011)**

To: Green City Produce Inc. of Burlington

We understand you are the occupant of 7372 Guelph Line, NELSON CON 3 PT LOTS 12 TO;14 RP 20R21144 PARTS 1 9 TO;12, Town of Milton, Regional Municipality of Halton ("the subject property").

This correspondence follows an inspection which occurred November 27, 2025 wherein the following development was found to have been undertaken on the subject property noted above:

- Change of use (operation of a commercial produce wholesaler "Green City Produce Inc. of Burlington")

- Change of use (storage of commercial vehicles incidental to the above land-use)

The Niagara Escarpment Commission (NEC) is responsible for ensuring the Niagara Escarpment's natural resources, ecosystem health and scenic landscape are protected through administering the *Niagara Escarpment Planning and Development Act* (NEPDA). The NEPDA requires individuals undertaking certain changes to land, buildings/structures or land use ("development") on lands adjacent to and on the escarpment to receive a development permit before undertaking development. Please visit <https://escarpment.org/developing> for more information. The area where this requirement is in effect is referred to as the Area of Development Control.

This requirement is outlined in the NEPDA Section 24(1) DEVELOPMENT PERMITS which states: *Despite any other general or special Act, if an area of development control is established by regulation made under section 22, no person shall undertake any development in the area unless such development is exempt under the regulations or unless the development complies with a development permit issued under this Act.*

The area of concern on the subject property lies within the Area of Development Control under **Regulation 826**. (See attached map)

The purpose of this letter is to notify you of the following:

- (a) The above noted activities are located within the Area of Development Control;
- (b) They are considered development;
- (c) We are not aware of any exemption that applies to them;
- (d) A search of our records has confirmed that the NEC has not issued a Development Permit authorizing the developments.

Based on this information above, the development that has been undertaken is in violation of the NEPDA.

This letter also provides you an opportunity to address the above noted violations and to bring your property into compliance with the NEPDA, I am asking that you do the following:

- a) **No later than February 28th, 2026.**
  - a. Permanently cease the operation of the aforementioned unauthorized commercial/industrial land uses at the subject property.
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Failure to adequately address this issue could result in further compliance action. Please note that persons charged under s.24(1) of the NEPDA for undertaking development without a Development Permit and convicted may incur on a first conviction **a fine of up to \$25,000**. In the case of corporations, the maximum fine is elevated on a **first conviction to up to \$50,000**. Other enforcement tools available include demolition or restoration orders issued under section 24(6) of the *NEPDA*.

You may contact me at Maxamillion.morris@ontario.ca or (289) 924-1315 if you have any further questions.

Regards,



**Maxamillion Morris**

Compliance Program Supervisor  
Provincial Offences Officer #008

Niagara Escarpment Commission

Cc: Program Services Manager, Niagara Escarpment Commission

Chris Rowe – Albert Gelman Inc., Receiver for 14713737 Canada Inc.

## **NOTICE OF VIOLATION – REQUEST FOR VOLUNTARY COMPLIANCE**

January 13, 2026

**Sent via Courier**

Turbo Masters Inc.

7388 Guelph Line

Milton, ON

LOP 1B0

**RE: Niagara Escarpment Planning and Development Act Violation: Development  
Without a Permit (NEC Occurrence #: 24-1011)**

To: Turbo Masters Inc.

We understand you are the occupant of 7372 Guelph Line, NELSON CON 3 PT LOTS 12 TO;14 RP 20R21144 PARTS 1 9 TO;12, Town of Milton, Regional Municipality of Halton ("the subject property").

This correspondence follows an inspection which occurred November 27, 2025 wherein the following development was found to have been undertaken on the subject property noted above:

- Change of use (operation of an auto repair shop: "Turbo Masters Inc.")
- Change of use (storage of commercial vehicles incidental to the above land-use)

The Niagara Escarpment Commission (NEC) is responsible for ensuring the Niagara Escarpment's natural resources, ecosystem health and scenic landscape are protected through administering the *Niagara Escarpment Planning and Development Act* (NEPDA). The NEPDA requires individuals undertaking certain changes to land, buildings/structures or land use ("development") on lands adjacent to and on the escarpment to receive a development permit before undertaking development. Please visit <https://escarpment.org/developing> for more information. The area where this requirement is in effect is referred to as the Area of Development Control.

This requirement is outlined in the NEPDA Section 24(1) DEVELOPMENT PERMITS which states: *Despite any other general or special Act, if an area of development control is established by regulation made under section 22, no person shall undertake any development in the area unless such development is exempt under the regulations or unless the development complies with a development permit issued under this Act.*

The area of concern on the subject property lies within the Area of Development Control under **Regulation 826**. (See attached map)

The purpose of this letter is to notify you of the following:

- (a) The above noted activities are located within the Area of Development Control;
- (b) They are considered development;
- (c) We are not aware of any exemption that applies to them;
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This letter also provides you an opportunity to address the above noted violations and to bring your property into compliance with the NEPDA, I am asking that you do the following:

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  - a. Permanently cease the operation of the aforementioned unauthorized commercial/industrial land uses at the subject property.
  - b. Permanently remove, or cause to be removed, all commercial vehicles incidental to the unauthorized land uses to an appropriate off-site location.

Failure to adequately address this issue could result in further compliance action. Please note that persons charged under s.24(1) of the NEPDA for undertaking development without a Development Permit and convicted may incur on a first conviction **a fine of up to \$25,000**. In the case of corporations, the maximum fine is elevated on a **first conviction to up to \$50,000**. Other enforcement tools available include demolition or restoration orders issued under section 24(6) of the *NEPDA*.

You may contact me at Maxamillion.morris@ontario.ca or (289) 924-1315 if you have any further questions.

Regards,



**Maxamillion Morris**

Compliance Program Supervisor  
Provincial Offences Officer #008

Niagara Escarpment Commission

Cc: Program Services Manager, Niagara Escarpment Commission

Chris Rowe – Albert Gelman Inc., Receiver for 14713737 Canada Inc.

## APPENDIX “I”

September 19, 2025

**DELIVERED BY EMAIL: [pukhrajrealtor@gmail.com](mailto:pukhrajrealtor@gmail.com),**

Green City Produce Inc. of Burlington  
7372 Guelph Line  
Milton, ON L0P 1B0

Dear Mr. Hammoud

**Re: In the Matter of the Receivership of 14713737 Canada Inc. (“the Company”)**

We refer to the lease dated October 15, 2024 (as amended, modified, supplemented, extended, renewed or restated prior to the date hereof, the “**Lease**”) made between Green City Produce Inc. of Burlington and the Company for a part of the premises located at 7372 -7388 Guelph Line, Milton (the “**Premises**”).

Pursuant to the enclosed order of the Ontario Superior Court of Justice of August 22, 2025 (the “**Receivership Order**”), Albert Gelman Inc. was appointed as Receiver (the “**Receiver**”) of the assets, undertakings and properties of the Company, including the Premises.

Pursuant to the powers and authority granted to the Receiver under the Receivership Order and applicable provisions of the *Bankruptcy and Insolvency Act*, the Receiver hereby gives you notice that it is disclaiming the Lease effective October 19, 2025 (the “Effective Date”). As of the Effective Date, your tenancy will be at an end and you must vacate and surrender possession of the Premises and remove all personal property belonging to you. Any property remaining on the Premises after the Effective Date will be deemed abandoned and disposed of accordingly.

If you wish to discuss, please contact Chris Rowe on 416 504 1650 ext. 135.

Yours very truly,

**ALBERT GELMAN INC., solely in its  
capacity as Receiver of 14713737 Canada Inc.  
and not in its personal or corporate capacity**

*Chris Rowe*

---

Chris Rowe, CA (ANZ)

September 19, 2025

**DELIVERED BY EMAIL: kunda53@hotmail.com**

Turbo Masters Inc.  
7372 Guelph Line  
Milton, ON L0P 1B0

Dear Mr. Kunda

**Re: In the Matter of the Receivership of 14713737 Canada Inc. (“the Company”)**

We refer to the lease agreement(s) (as amended, modified, supplemented, extended, renewed or restated prior to the date hereof, the “**Lease**”) made between Turbo Masters Inc. and the Company for a part of the premises located at 7372 -7388 Guelph Line, Milton (the “**Premises**”).

Pursuant to the enclosed order of the Ontario Superior Court of Justice of August 22, 2025 (the “**Receivership Order**”), Albert Gelman Inc. was appointed as Receiver (the “**Receiver**”) of the assets, undertakings and properties of the Company, including the Premises.

Pursuant to the powers and authority granted to the Receiver under the Receivership Order and applicable provisions of the *Bankruptcy and Insolvency Act*, the Receiver hereby gives you notice that it is disclaiming the Lease effective October 19, 2025 (the “Effective Date”). As of the Effective Date, your tenancy will be at an end and you must vacate and surrender possession of the Premises and remove all personal property belonging to you. Any property remaining on the Premises after the Effective Date will be deemed abandoned and disposed of accordingly.

If you wish to discuss, please contact Chris Rowe on 416 504 1650 ext. 135.

Yours very truly,

**ALBERT GELMAN INC., solely in its  
capacity as Receiver of 14713737 Canada Inc.  
and not in its personal or corporate capacity**

*Chris Rowe*

---

Chris Rowe, CA (ANZ)

September 19, 2025

**DELIVERED BY EMAIL: christopher@cb-law.ca**

671943 Ontario Inc.  
7372 Guelph Line  
Milton, ON L0P 1B0

Dear Mr. Rusnov

**Re: In the Matter of the Receivership of 14713737 Canada Inc. (“the Company”)**

We refer to the lease agreement(s) (as amended, modified, supplemented, extended, renewed or restated prior to the date hereof, the “**Lease**”) made between 671943 Ontario Inc. O/A Viva Logistics and the Company for a part of the premises located at 7372 -7388 Guelph Line, Milton (the “**Premises**”).

Pursuant to the enclosed order of the Ontario Superior Court of Justice of August 22, 2025 (the “**Receivership Order**”), Albert Gelman Inc. was appointed as Receiver (the “**Receiver**”) of the assets, undertakings and properties of the Company, including the Premises.

Pursuant to the powers and authority granted to the Receiver under the Receivership Order and applicable provisions of the *Bankruptcy and Insolvency Act*, the Receiver hereby gives you notice that it is disclaiming the Lease effective October 19, 2025 (the “Effective Date”). As of the Effective Date, your tenancy will be at an end and you must vacate and surrender possession of the Premises and remove all personal property belonging to you. Any property remaining on the Premises after the Effective Date will be deemed abandoned and disposed of accordingly.

If you wish to discuss, please contact Chris Rowe on 416 504 1650 ext. 135.

Yours very truly,

**ALBERT GELMAN INC., solely in its  
capacity as Receiver of 14713737 Canada Inc.  
and not in its personal or corporate capacity**

*Chris Rowe*

---

Chris Rowe, CA (ANZ)

## APPENDIX “J”

ONTARIO  
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE **BANKRUPTCY AND INSOLVENCY ACT**,  
R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,  
R.S.O. 1990, c. C.43, AS AMENDED

AFFIDAVIT OF TOM MCELROY  
(sworn January 8, 2026)

I, Tom McElroy, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director at Albert Gelman Inc. ("AGI"), and, as such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.
2. By order (the "**Appointment Order**") of the Honourable Justice Cudjoe of the Ontario Superior Court of Justice (the "**Court**") dated August 22, 2025, AGI was appointed as receiver (the "**Receiver**") without security, over all of the assets, undertakings and properties of 14713737 Canada Inc., including the real property municipally known as 7372 and 7388 Guelph Line, Milton, Ontario, pursuant to 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.
3. Pursuant to the Appointment Order, the Receiver has provided services and incurred disbursements, in the amount of \$67,980.00 and \$20,373.63 (all excluding HST), respectively, during the period from August 22, 2025 to December 31, 2025 (the "**Period**"). Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a summary of all invoices rendered by the Receiver on a periodic basis during the Period (the "**Accounts**").
4. True copies of the Accounts, which include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Receiver, are attached as **Exhibit "B"** to this my Affidavit.
5. AGI, in its capacity as Receiver, and contemporaneously with the filing of this Affidavit, is filing its first report to the Court (the "**First Report**"). Details of the activities undertaken and services provided by the Receiver in connection with the administration of the receivership proceedings are described in the First Report.
6. In the course of performing its duties pursuant to the Appointment Order, the Receiver's staff has expended a total of 142.9 hours during the Period. Attached as **Exhibit "C"** to this my Affidavit is a schedule setting out a

summary of the individual staff involved in the administration of the receivership and the hours and applicable rates claimed by the Receiver for the Period. The average hourly rate billed by the Receiver during the Period is \$475.72.

7. The Receiver requests that this Court approve its Accounts for the Period, in the total amount of \$88,353.63 (excluding HST) for services rendered and recorded during the Period.
8. Miller Thomason LLP ("MT"), as independent legal counsel to the Receiver, has also rendered services and incurred disbursements prior to and during these proceedings in a manner consistent with the instructions of the Receiver and have prepared an affidavit with respect to the services rendered for the period to December 31, 2025. The Receiver has reviewed the invoices rendered by MT during this period and is satisfied that its activities were consistent with the instructions of the Receiver.
9. To the best of my knowledge, the rates charged by the Receiver and MT are comparable to the rates charged for the provision of similar services by other accounting and law firms in the Ontario market.
10. I verily believe that the fees and disbursements incurred by the Receiver and MT are fair and reasonable in the circumstances.
11. This Affidavit is sworn in connection with a motion for an Order of this Court to, among other things, approve the fees and disbursements of the Receiver and MT and for no other or improper purpose.

Sworn remotely by Tom McElroy at Toronto, Ontario before me at Toronto, Ontario in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely, the 8th day of January 2026



Bryan Gelman

\_\_\_\_\_  
Bryan Gelman, a Commissioner, etc.,  
Province of Ontario, for Albert Gelman Inc.  
Expires November 22, 2028



Tom McElroy

SMD81RK8PDJMF2DK

This is Exhibit "A" referred to in the Affidavit of  
Tom McElroy, sworn before me on  
January 8, 2026



---

Bryan Gelman, a Commissioner, etc.,  
Province of Ontario, for Albert Gelman Inc.  
Expires November 22, 2028

Albert Gelman Inc.  
In its capacity as Receiver of 14713737 Canada Inc  
And not in its personal or corporate capacity  
Statement of Accounts

Exhibit A

Invoice #	Period	Fees	Disbursements	Sub total	HST	Total
8497	August 22, 2025 to October 31, 2025	\$ 37,915.00	\$ 6,145.40	\$ 44,060.40	\$ 5,658.53	\$ 49,718.93
8556	November 1, 2025 to December 31, 2025	\$ 30,065.00	\$ 14,228.23	\$ 44,293.23	\$ 5,728.13	\$ 50,021.36
<b>Total</b>		<b>\$ 67,980.00</b>	<b>\$ 20,373.63</b>	<b>\$ 88,353.63</b>	<b>\$ 11,386.66</b>	<b>\$ 99,740.29</b>

This is Exhibit "B" referred to in the Affidavit of  
Tom McElroy, sworn before me on  
January 8, 2026



**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
**Invoice Num:** 8497  
**Billing Through:** Oct 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.****Professional Fees:**

<b>Date</b>	<b>Employee</b>	<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
8/22/2025	CROWE	Email debtor regarding removal of trucks;	0.10	\$450.00	\$45.00
8/25/2025	CROWE	Discuss removal of trucks with T McElroy; Review draft website blurb and request changes from J Dowdell; Instruct J Dowdell to go live on website; Read emails regarding carriage of file from FCC and website from J Dowdell; Discuss call with FCC with T McElroy;	0.40	\$450.00	\$180.00
8/25/2025	TMCELROY	Call with C. Keely re status of receivership proceedings and next steps re same;	0.20	\$550.00	\$110.00
8/26/2025	CROWE	Correspond with tenants regarding removal of trucks; Discuss truck removal logistics with T McElroy; File review meeting with T McElroy and B Gelman;	0.70	\$450.00	\$315.00
8/26/2025	TMCELROY	File review meeting with C. Rowe;	0.20	\$550.00	\$110.00
8/27/2025	CROWE	Correspond with BDO regarding removal of trailer; Call Viva logistics and leave message regarding trucks; Email other tenants regarding trucks; Read email from T McElroy regarding offer on property;	0.50	\$450.00	\$225.00
8/27/2025	TSCOTT	Receive/review/respond to email from S Burrowes (MNP) coordinating removal of trailer by/with Ontario Bailiff & Lien Registration; Receive/review schedule & correspondences related to a site visit September 2 to coordinate the removal of several vehicles owned by multiple stakeholders that require removal in accordance with the Niagara Escarpment Commission;	0.40	\$475.00	\$190.00
8/27/2025	TMCELROY	Email to counsel re various matters; Review of offer submitted by 9064621 Canada Inc. and email to counsel re same;	0.40	\$550.00	\$220.00
8/28/2025	CROWE	Call with realtor for debtor regarding offer;	0.10	\$450.00	\$45.00
8/28/2025	TMCELROY	Review and respond to correspondence from counsel re NEC regulatory compliance;	0.20	\$550.00	\$110.00
9/1/2025	CROWE	Correspond with T Scott regarding site visit;	0.10	\$450.00	\$45.00
9/2/2025	CROWE	Brief T Scott on site visit; Call with R Poloni regarding site visit; Travel to and from site and meet with tenants, note and photograph trucks and trailers onsite; Discuss removal of trucks with T McElroy;	4.30	\$450.00	\$1,935.00
9/2/2025	TSCOTT	Attend site, review inventory of trailers, trucks and equipment stored on site; Meeting with proprietor Green City Produce/tenant and C Rowe; Meeting with R Poloni (tenant) and C Rowe;	3.10	\$475.00	\$1,472.50
9/2/2025	TMCELROY	Call with secured creditor re APS received for purchase of property; Email to secured creditor counsel re offer from existing commercial tenant; Review of draft form of Schedule A to form of OREA APS; Comments to counsel re same;	0.80	\$550.00	\$440.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
**Invoice Num:** 8497  
**Billing Through:** Oct 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

9/3/2025	CROWE	Correspond with Canam, debtor and tenants regarding removal of trucks and vehicles; Discuss truck removal with T McElroy; Discuss truck removal with T Scott; Review details of Niagara Escarpment Commission for definitions of trucks and trailers and send to T Scott; Discuss removal of trucks and trailers with T Scott; Call and email with realtor regarding offer; Call Niagara Escarpment Commission and leave message; Call with Viva Logistics and email regarding trucks; Discuss with T Scott; Email Niagara Escarpment Commission regarding moving inspection date; Read email from T McElroy to counsel regarding truck removal; Provide Canam with receivership order and address; Email Richmond regarding utility transfer;	2.50	\$450.00	\$1,125.00
9/3/2025	TSCOTT	Receive review NEC notice; Internal meeting C Rowe re vehicle storage and permitted use of other vehicles on site;	0.80	\$475.00	\$380.00
9/4/2025	CROWE	Read email from T McElroy to counsel regarding real estate form; Discuss rent roll monitoring and inspections with Richmond; Discussions with T McElroy and Canam Appraiz regarding removal of trucks and trailers from premises; Prepare brief for counsel regarding potential order for removal of vehicles; Review information provided by Viva Logistics and request VIN numbers; Read email from T McElroy regarding invoice;	3.80	\$450.00	\$1,710.00
9/4/2025	TMCELROY	Meeting with property manager to discuss management matters;	0.20	\$550.00	\$110.00
9/5/2025	CROWE	Call with counsel for Viva Logistics regarding VIN numbers for vehicles; Review existing insurance policy and recommend takeover in light of default; Discuss insurance policy with T McElroy; Send form of real estate contract to purchaser for submission;	0.70	\$450.00	\$315.00
9/5/2025	TMCELROY	Discuss insurance coverage with C. Rowe and next steps re same; Email from counsel re Receiver's form of APS;	0.20	\$550.00	\$110.00
9/7/2025	CROWE	Read emails from realtor for purchaser and T McElroy regarding buyer's agent's commission;	0.10	\$450.00	\$45.00
9/7/2025	TMCELROY	Email to C. Baker (insurance consultant) re adequacy of insurance policy;	0.10	\$550.00	\$55.00
9/8/2025	CROWE	Read correspondence between T McElroy and C Baker regarding insurance; Discuss real estate offer with T McElroy; Discuss removal of vehicles with T Scott; File review meeting with T McElroy and B Gelman; Call with NEC regarding plan to remove vehicles and possibility of exception for certain tenants; Request listing agreement from seller's realtor;	1.40	\$450.00	\$630.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
**Invoice Num:** 8497  
**Billing Through:** Oct 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

Date	Attorney	Description	Hours	Amount	Total
9/9/2025	CROWE	Call with realtor for debtor regarding listing agreement; Brief counsel on listing agreement and NEC order issues; Call with insurance consultant regarding coverage recommendations; Correspond with debtor's broker to arrange call; Correspond with purchaser's realtor regarding offer;	2.00	\$450.00	\$900.00
9/9/2025	TMCELROY	Conference call with insurance consultant re adequacy of coverage re existing policy; Email to Debtor's insurance broker;	0.50	\$550.00	\$275.00
9/10/2025	CROWE	Discuss insurance with T McElroy; Read emails from debtor's broker and consultant regarding call; Discuss bailiff removal of vehicle with T Scott; Discuss notification to debtor of vehicle removal with T Scott and T McElroy; Discuss sale of property with T Scott;	1.10	\$450.00	\$495.00
9/10/2025	TSCOTT	Receive/review query from S Wiebes (OBLR) seeking clarification of authority to enter property predicated on exception raised by residence on the property who claimed he owned 5% of the yard and was pushing back third-party personnel removing trailer / asset under control of BDO. Provide same with PINS (X2) of property in question and Appointment Order verifying control of same properties and confirm OBLR is authorized to enter property and recover BDO's asset(s); Produce and deliver by email Notice of Recovery Activities to property residents;	0.70	\$475.00	\$332.50
9/10/2025	TMCELROY	Call with and email to insurance broker re policy and over due premiums; Approve insurance disbursement; Review and respond to correspondence from FCC;	0.50	\$550.00	\$275.00
9/11/2025	CROWE	Read and respond to email from Viva Logistics regarding historical use of vehicles onsite; Discuss status of file with B Gelman; Update FCC on file; Correspond with FCC's counsel regarding next steps;	1.70	\$450.00	\$765.00
9/11/2025	TMCELROY	Review and respond to correspondence from property manager;	0.10	\$550.00	\$55.00
9/12/2025	CROWE	Read email from T Scott regarding BDO attempt to remove vehicle; Review correspondence regarding insurance quote; Correspond with C Baker regarding insurance; Review new offer and recommend response to T McElroy; Call with T McElroy regarding offer; Read emails between T Scott and Trustee for related co. regarding vehicle removal; Update FCC on offer and set up call to discuss;	1.50	\$450.00	\$675.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025

**Invoice Num:** 8497

**Billing Through:** Oct 31, 2025

**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

DATE	ATTORNEY	DESCRIPTION	TIME	AMOUNT	AMOUNT
9/12/2025	TSCOTT	Receive/review email from S Burrowes (BDO) reporting attempted theft of trailer asset occurring on September 11 discovered by OBLR staff when attending site to recover assets; Follow-up telcon with same to confirm no persons/property injured and successfully recover the property/asset(s) and that BDO (as Receiver) currently has no interest in any other assets at this property.	0.40	\$475.00	\$190.00
9/12/2025	TMCELROY	Review of offer from prospective purchaser and discuss same with C. Rowe;	0.40	\$550.00	\$220.00
9/15/2025	CROWE	Read email from counsel regarding vehicle and lease disclaimer issues; Respond to meeting invitation; Call with FCC regarding next steps; Send action point summary from call to FCC, FCC's counsel and receiver's counsel; Read and respond to email from Green City regarding Hydro and rent payments; Follow up Richmond regarding Hydro invoice; Read email from Richmond regarding Milton Hydro; Email Green City's realtor regarding Hydro invoice timing;	1.00	\$450.00	\$450.00
9/15/2025	TMCELROY	Correspondence from counsel re NEC Order and discuss same with C. Rowe; Conference call with FCC, FCC counsel, Receiver and Receiver's counsel;	0.70	\$550.00	\$385.00
9/16/2025	CROWE	Read email from T McElroy to R Bubnic regarding funds transfer; Review rent roll and query payments received and request changes to accounts receivable schedule; Read email from Richmond regarding rent roll; Read email from broker regarding insurance payment;	0.50	\$450.00	\$225.00
9/16/2025	TMCELROY	Email to insurance broker; Discuss rent collection with C. Rowe; Review of updated insurance policy;	0.40	\$550.00	\$220.00
9/17/2025	CROWE	Read and respond to email from debtor's realtor regarding listing agreement; Read email from T McElroy to insurance consultant regarding updated policy;	0.20	\$450.00	\$90.00
9/18/2025	CROWE	Call with insurance consultant and T McElroy to discuss existing policy; Discuss report and disclaimer notices with T McElroy; Draft disclaimer notices for tenants and listing agent and send to counsel for review; Commence drafting receiver's first report;	1.60	\$450.00	\$720.00
9/18/2025	TMCELROY	Call with insurance consultant re status of coverage and other matters;	0.30	\$550.00	\$165.00
9/19/2025	CROWE	Review comments from counsel on disclaimer letters and make changes; Amend template letter for instances with no lease agreement and request comments from counsel; Discuss disclaimer letters with T McElroy; Continue first report to Court; Email NEC regarding disclaimer letters; Issue disclaimer letters to commercial tenants;	6.00	\$450.00	\$2,700.00
9/19/2025	TMCELROY	Review form of commercial lease disclaimer letters; Discuss same and issuance of same with C. Rowe;	0.30	\$550.00	\$165.00

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14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
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**Re: Receivership of 14713737 Canada Inc.**

9/22/2025	CROWE	Continue drafting first report to Court;	5.50	\$450.00	\$2,475.00
9/23/2025	CROWE	Discuss offer with T McElroy;	0.10	\$450.00	\$45.00
9/23/2025	TMCELROY	Call with Realtor of prospective purchaser re offer submitted; Email to counsel and re offer received;	0.40	\$550.00	\$220.00
9/24/2025	CROWE	Read and respond to email from Richmond regarding fire inspection; Read and respond to email from NEC regarding removal of vehicles; Call with former realtor regarding request for proposal; Read and respond to email from realtor regarding offer;	0.50	\$450.00	\$225.00
9/25/2025	CROWE	Call with tenant regarding disclaimer of lease; Send copy of NEC order to tenant; Discuss with T Scott; Review NEC signed order and discuss with T McElroy; File review meeting with B Gelman and T McElroy;	0.90	\$450.00	\$405.00
9/27/2025	TMCELROY	Review and sign August 2025 bank reconciliation;	0.10	\$550.00	\$55.00
9/29/2025	CROWE	Read correspondence between T McElroy and purchaser's realtor regarding offer; Arrange meeting with NEC; Review filing materials against N Shoker in related receivership; Read email from FCC regarding offer; Correspond with FCC and counsel regarding offer; Call with T McElroy and purchaser's counsel regarding NEC issue and conditions in offer; Draft cheque requisition for insurance premium; Read email from T McElroy regarding payment; Read email from insurer and send to banking team regarding invoice;	1.40	\$450.00	\$630.00
9/29/2025	TMCELROY	Review of offer from consortium of existing commercial tenants and email to FCC re same; Conference call with realtor and C. Rowe; Review and sign estate trust cheque;	0.60	\$550.00	\$330.00
9/30/2025	CROWE	Read email from T McElroy to FCC regarding call with realtor;	0.10	\$450.00	\$45.00
10/1/2025	CROWE	Calls with counsel for Turbo Master, D Piszko and realtor for Green City regarding lease disclaimers; Email counsel for Turbo Master to connect with receiver's counsel; Read voicemail transcription from counsel regarding testing the market on a property sale;	0.80	\$450.00	\$360.00
10/1/2025	TMCELROY	Email to insurer re existing policy and renewal of same;	0.20	\$550.00	\$110.00
10/2/2025	CROWE	Call with residential tenant R Poloni regarding voluntary vacation of property; Read email from R Poloni; Discuss meeting with NEC with T McElroy; Meet with NEC and T McElroy; Discuss with T McElroy;	0.50	\$450.00	\$225.00
10/2/2025	TMCELROY	Conference call with Receiver and representative of the NEC;	0.30	\$550.00	\$165.00
10/3/2025	CROWE	Call with realtor for purchaser regarding meeting;	0.70	\$450.00	\$315.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025

**Invoice Num:** 8497

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**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

10/3/2025	TMCELROY	Conference call with prospective purchaser and prospective purchaser counsel; Review and approve RAS invoice; Review and sign estate trust cheque; Email to Insurance broker;	0.80	\$550.00	\$440.00
10/6/2025	CROWE	Read email from counsel to Green City regarding lease disclaimer; Read and file correspondence; Call and email insurance broker regarding cheque delivery; Call with D Cherniak to discuss; Call insurance broker regarding collection of cheque; Update T McElroy; Read email from T McElroy regarding broker cheque issue; Set reminders in calendar; Correspond with broker and T Paul regarding insurance cheque; Read email from T McElroy to C Baker regarding building replacement values; Read email from broker regarding delivery of cheque; Call D Cherniak regarding insurance cheque delivery; Email broker regarding delivery;	1.40	\$450.00	\$630.00
10/7/2025	CROWE	Read emails from insurance broker and D Cherniak regarding delivery of cheque; Read email from FCC regarding listing property; Call with T McElroy regarding FCC listing query; Read email from counsel for Green City regarding lease disclaimer; Correspond with counsel regarding lease disclaimer call; Call with counsel and counsel for purchaser regarding lease disclaimer and offer issues; Read update from counsel to FCC on listing request;	1.20	\$450.00	\$540.00
10/7/2025	TMCELROY	Call with Receiver, Receiver's counsel and prospective purchaser counsel re offer submitted;	0.40	\$550.00	\$220.00
10/8/2025	CROWE	Discuss disclaimer of leases and listing strategy with T McElroy and B Gelman; Read emails from D Cherniak and insurance broker regarding delivery of cheque; Read email from T McElroy regarding lease disclaimers and respond with lease disclaimer notices to FCC and FCC's counsel; Discuss cancellation and re-issue of cheque with T McElroy;	0.70	\$450.00	\$315.00
10/8/2025	TMCELROY	Call with FCC counsel re commercial lease disclaimer and other matters; Email to FCC;	0.30	\$550.00	\$165.00
10/9/2025	CROWE	Discuss status of eviction of tenants with T McElroy; Review offer from realtor and request amendments; Email tenants regarding insurance; Email T McElroy regarding commercial lease agreements;	0.50	\$450.00	\$225.00
10/9/2025	CROWE	Read emails regarding cheque for insurance payment;	0.10	\$450.00	\$45.00
10/9/2025	TMCELROY	Review of offer to purchase from Navjot Thind and comments to C. Rowe re same;	0.40	\$550.00	\$220.00

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14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
**Invoice Num:** 8497  
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**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

10/10/2025	CROWE	Review offer and identify problematic clauses; Discuss with T McElroy; Call with counsel for Viva regarding disclaimer notice and insurance; Email counsel for Viva with NEC contact; Correspond with realtor and T McElroy regarding issues with offer;	0.50	\$450.00	\$225.00
10/10/2025	CROWE	Correspond with Viva Logistics counsel regarding meeting;	0.10	\$450.00	\$45.00
10/14/2025	CROWE	Read email from tenant R Poloni regarding offer to vacate; Read email from T McElroy regarding required amendments to real estate offer; Notify counsel for debtor; Call with purchaser's realtor regarding offer; Call with realtor regarding offer; Read and respond to email from insurance consultant regarding lease; Review updated offer and recommend next steps to T McElroy;	0.70	\$450.00	\$315.00
10/15/2025	CROWE	Call with realtor regarding offer; Review changes requested by T McElroy and email realtor; Review offer from Green City and make comments to T McElroy;	0.40	\$450.00	\$180.00
10/15/2025	TMCELROY	Review of form of APS received and comments to C. Rowe re same; Review of form of APS received from second prospective purchaser and comments to C. Rowe re same; Review of update insurance documents;	0.60	\$550.00	\$330.00
10/16/2025	CROWE	Discuss tabled offers with T McElroy; Read email from T McElroy regarding insurance certificate; Review rent roll and T McElroy comments; Read and respond to email from H Rai with updated offer; Read email from T McElroy regarding offer from Green City and request amendments; Call with H Rai regarding form of offer;	0.60	\$450.00	\$270.00
10/16/2025	TMCELROY	Review of rent roll; Email to property manager re same;	0.20	\$550.00	\$110.00
10/17/2025	CROWE	Call with T McElroy regarding offer review by counsel and rent arrears; Correspond with realtor for purchaser regarding offer; Call with realtor for purchaser; Correspond with realtor for purchaser regarding offer; Send offer to counsel for review;	0.60	\$450.00	\$270.00
10/17/2025	TMCELROY	Correspondence from property manager re arrears rent;	0.10	\$550.00	\$55.00
10/18/2025	TMCELROY	Review and sign September 2025 bank reconciliation;	0.10	\$550.00	\$55.00
10/20/2025	CROWE	Read email from realtor for Green City regarding offer; Review rent roll schedule from Richmond and request amendments and statement; Read Court decision on Shoker extension; Correspond with FCC regarding insurance policy; Discuss site visit and counsel call with T McElroy; Review requested amendments from counsel on purchaser's offer and request instructions from T McElroy;	1.10	\$450.00	\$495.00

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Toronto, ON

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**Re: Receivership of 14713737 Canada Inc.**

10/22/2025	CROWE	Read emails from T McElroy and counsel with required changes to purchase agreement; Request purchaser make changes; Call with realtor for purchaser regarding proposed changes to agreement;	0.60	\$450.00	\$270.00
10/23/2025	CROWE	Read and respond to email from Richmond regarding snow removal quote; Review amended purchase contract from realtor for purchaser and request addition of legal description; Call with interested party in purchase;	0.50	\$450.00	\$225.00
10/24/2025	CROWE	Calls with T McElroy and counsel regarding offer; Call with realtor for offer regarding purchasers; Research purchasers; Read and respond to emails with FCC's counsel regarding call;	0.50	\$450.00	\$225.00
10/24/2025	TMCELROY	Review of revised offer received; Call with C. Keeley (FCC) re update on receivership proceedings; Call with T. Van Klink and C. Rowe re offer and commercial lease disclaimer next steps;	1.00	\$550.00	\$550.00
10/27/2025	CROWE	File review meeting with T McElroy and B Gelman; Read email from T McElroy to Richmond regarding rent roll; Discuss counter offer with T McElroy; Call with director regarding forthcoming offer; Call with realtor for purchaser; Call with realtor for new purchaser; Draft email to counsel regarding purchase signback and disclosure of the NEC issue; Discuss with T McElroy; Email FCC regarding site visit; Correspond with realtor for Green City regarding offer; Read email from FCC regarding site visit; Call T McElroy regarding site visit; Review draft email to realtor from counsel and respond; Discuss site visit with T McElroy;	1.80	\$450.00	\$810.00
10/27/2025	TMCELROY	Review and respond to correspondence from property manager; Discuss next steps re APS with C. Rowe; Correspondence from property manager; Correspondence from counsel re APS; Instructions to C. Rowe re signback offer;	0.50	\$550.00	\$275.00
10/28/2025	CROWE	Travel to and from property and inspect trucks and trailers left onsite; Meet with tenants to discuss current situation; Discuss realtor enquiry with T McElroy; Read email from realtor; Review purchase contract and mark up changes; Submit to T McElroy for signing;	5.20	\$450.00	\$2,340.00
10/28/2025	TMCELROY	Email to counsel;	0.10	\$550.00	\$55.00
10/29/2025	CROWE	Discuss real estate signback and site visit with T McElroy; Review signback contract and make amendments per T McElroy instruction and send to realtor for third; Correspond with counsel regarding sale; Continue site visit memo;	1.40	\$450.00	\$630.00
10/29/2025	TMCELROY	Review and sign APS sign back; Email to Insurance broker;	0.40	\$550.00	\$220.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
**Invoice Num:** 8497  
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**Re: Receivership of 14713737 Canada Inc.**

10/30/2025	CROWE	Correspond with T McElroy and insurance brokers regarding call; Call with realtor for Thind; Discuss Green City offer with T McElroy; Call with realtor regarding new offer;	0.50	\$450.00	\$225.00
10/30/2025	TMCELROY	Review and respond to correspondence from insurance broker;	0.10	\$550.00	\$55.00
10/31/2025	CROWE	Listen to voicemail from realtor from new interested party; Complete site visit memo; Discuss accepted offer with T McElroy; Brief counsel on accepted offer; Update NEC on trucks and business activities remaining onsite; Discuss sale with B Gelman and T McElroy; Provide wire instructions to realtor for purchaser;	2.00	\$450.00	\$900.00
10/31/2025	TMCELROY	Email to property manager; Update and edits to Receiver's First Report;	2.10	\$550.00	\$1,155.00
			<b>Total Fees:</b>	<b>\$37,915.00</b>	
			<b>HST/GST:</b>	<b>\$4,928.95</b>	

**Summary by Staff:**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Chris Rowe, Senior Manager, CA (ANZ)	61.20	\$450.00	\$27,540.00
Terry Scott, CPA	5.40	\$475.00	\$2,565.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	14.20	\$550.00	\$7,810.00

**Disbursements:****Non-Taxable Disbursements**

LEGAL FEES:	\$153.70
TRAVEL:	\$379.52

**Taxable Disbursements**

LEGAL FEES:	\$5,574.00
MEALS:	\$37.18
POSTAGE:	\$1.00

<b>Total Expenses:</b>	<b>\$6,145.40</b>
<b>HST/GST:</b>	<b>\$729.58</b>

<b>Amount Due This Invoice:</b>	<b>\$49,718.93</b>
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**Invoice Summary:**

TOTAL FEES AND DISBURSEMENTS:	\$43,330.82
TOTAL HST/GST:	\$5,658.53
<b>TOTAL AMOUNT DUE:</b>	<b>\$49,718.93</b>

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Nov 23, 2025  
**Invoice Num:** 8497  
**Billing Through:** Oct 31, 2025  
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**Re: Receivership of 14713737 Canada Inc.**

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GST/HST Registration # 83741 9514 RT0001

**Payment Methods:****Interac e-Transfer:**

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.  
Send payment to [payments@albertgelman.com](mailto:payments@albertgelman.com).

**Electronic Funds Transfer (EFT) / Wire (CDN\$):**

Beneficiary Bank: The Toronto-Dominion Bank  
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2  
Bank Institution Number: 004  
Transit: 05002  
Account Number: 5252455  
Beneficiary Name: Albert Gelman Inc.  
Swift Code: TDOMCATTOR

**Cheques:**

Payments by cheque can be mailed to:  
Albert Gelman Inc.  
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Dec 31, 2025  
**Invoice Num:** 8556  
**Billing Through:** Dec 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.****Professional Fees:**

<b>Date</b>	<b>Employee</b>	<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
11/1/2025	TMCELROY	Review and respond to correspondence from realtor re receipt of deposit;	0.10	\$550.00	\$55.00
11/2/2025	TMCELROY	Review and amend site visit memo prepared by C. Rowe; Review and respond to correspondence from property manager;	0.70	\$550.00	\$385.00
11/3/2025	CROWE	Read and respond to email from D Cherniak regarding real estate deposit; Correspond with D Cherniak regarding name of depositor; Update site visit notes per T McElroy instruction; Provide with brief update to FCC; Query lease disclaimer disclosure with counsel; Discuss various property matters with T McElroy; Read email from counsel regarding lease disclaimer notices; Provide lease disclaimer notices and NEC order to realtor for purchaser; Read email from realtor regarding comments on contract; Read email from counsel commenting on contract;	1.60	\$450.00	\$720.00
11/3/2025	TMCELROY	Consider purchasers request for disclaimer notices; Email to counsel re APS;	0.30	\$550.00	\$165.00
11/4/2025	TMCELROY	Review and respond to correspondence from property manager;	0.10	\$550.00	\$55.00
11/5/2025	CROWE	Call NEC and leave message regarding trucks onsite; Call with realtor for Green City regarding contract; Call with realtor for purchaser regarding NEC issue; Correspond with counsel and H Rai regarding withdrawal of offer;	0.60	\$450.00	\$270.00
11/5/2025	TMCELROY	Email to insurance broker re policy renewal;	0.10	\$550.00	\$55.00
11/6/2025	CROWE	Emails and calls with new purchaser's realtor; Read correspondence with counsel regarding return of deposit and signing of mutual release; Brief FCC and their counsel regarding mutual release; Call T McElroy regarding mutual release; Call realtor for purchaser; Email counsel regarding signatures required; Read email from insurer regarding adding name to policy; Read email from counsel regarding mutual release; Prepare mutual release for T McElroy signature; Discuss signback and provide original form to T McElroy; Send signed mutual release to realtor;	1.60	\$450.00	\$720.00
11/6/2025	TMCELROY	Review of and sign mutual release; Email to counsel re same;	0.30	\$550.00	\$165.00
11/7/2025	CROWE	Read email from T McElroy to counsel regarding next steps to evict commercial tenants; Discuss court report with T McElroy; Read email from counsel regarding court dates;	0.40	\$450.00	\$180.00
11/7/2025	TMCELROY	Email to counsel; Email to secured creditor; Review of monthly rent roll; Email to property manager re same;	0.40	\$550.00	\$220.00

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Toronto, ON

**Invoice Date:** Dec 31, 2025  
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**Re: Receivership of 14713737 Canada Inc.**

11/10/2025	CROWE	Discuss new offers with T McElroy; Correspond with realtor regarding return of deposit; Draft cheque requisition for refund; Organize calls with realtors;	1.10	\$450.00	\$495.00
11/11/2025	CROWE	Review and summarize offers for T McElroy; Call with realtor for purchaser; Provide NEC Order and Schedule B to realtor for purchaser; Review search on ZN Drywall and conduct search on principal; Summarize latest offer from Pukhraj; Call with P Parhar and discuss with T McElroy;	1.30	\$450.00	\$585.00
11/11/2025	TMCELROY	Review of offer from prospective purchaser; Conference call with realtor to prospective purchaser; Call with realtor to second prospective purchaser;	0.60	\$550.00	\$330.00
11/12/2025	TMCELROY	Review and respond to correspondence from realtor re return of deposit cheque; Prepare deposit refund acknowledgement;	0.30	\$550.00	\$165.00
11/13/2025	TMCELROY	Email to insurance broker;	0.10	\$550.00	\$55.00
11/14/2025	TMCELROY	Emails to/from counsel; Continue drafting First Report;	3.70	\$550.00	\$2,035.00
11/17/2025	CROWE	Call with Niagara Escarpment Commission and leave message; Discuss offers received with T McElroy; Read and respond to email from Richmond regarding branch trimming; Update draft report per T McElroy instruction; Prepare list of action items from report review;	2.20	\$450.00	\$990.00
11/18/2025	CROWE	Continue drafting report; Discuss wording of truck and trailer removal with Canam;	4.50	\$450.00	\$2,025.00
11/18/2025	TMCELROY	Review and respond to correspondence from property manager;	0.10	\$550.00	\$55.00
11/19/2025	CROWE	Call with counsel regarding offers and potential court approval; Discuss with T McElroy; Discuss deposit return risk issues with H Sivanathan; Review correspondence on file; Email Canam regarding site visit;	1.40	\$450.00	\$630.00
11/19/2025	TMCELROY	Conference call with Receiver and counsel re upcoming Court hearing and next steps re receivership proceedings; Email to Insurance broker;	0.60	\$550.00	\$330.00
11/20/2025	CROWE	Review correspondence on file;	0.50	\$450.00	\$225.00
11/20/2025	TMCELROY	Review and sign October 2025 bank reconciliation;	0.10	\$550.00	\$55.00
11/21/2025	CROWE	Read email from H Sivanathan regarding deposit return;	0.10	\$450.00	\$45.00
11/21/2025	TMCELROY	Review and respond to correspondence from property manager;	0.10	\$550.00	\$55.00
11/22/2025	TMCELROY	Continue drafting First Report to Court; Prepare Receiver's Borrowings Certificate;	1.40	\$550.00	\$770.00

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Toronto, ON

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**Re: Receivership of 14713737 Canada Inc.**

11/24/2025	CROWE	Read email from Richmond regarding fire safety issues with buildings; Read email from T McElroy regarding funds in third-party account; Read updated draft report sent to counsel; Read email from FCC regarding interest rate on receiver loans; Read email from interested party regarding deposit return;	0.70	\$450.00	\$315.00
11/24/2025	TMCELROY	Further updates to First Court Report; Email to/from Counsel; Email to Secured Creditor re Receiver's borrowings interest rate; Finalize and sign Receiver's Borrowings certificate no. 001; Email to FFC re same;	0.70	\$550.00	\$385.00
11/25/2025	CROWE	Correspond with realtor regarding offer; Correspond with NEC and Canam regarding site visit; Review counsel's report on approved land uses and email counsel regarding onsite agricultural operation; Read email from T McElroy to FCC regarding borrowing certificate;	1.10	\$450.00	\$495.00
11/26/2025	CROWE	Read and respond to email from T McElroy regarding call with counsel; Correspond with NEC regarding site visit time; Discuss site visit with T McElroy and Canam;	0.60	\$450.00	\$270.00
11/27/2025	CROWE	Travel to and from property and inspect current state of property; Meet with tenant regarding offer to purchase; Meet with Canam Appraiz to discuss removal logistics of trucks and trailers; Meet with M Morris of NEC regarding current state of property, trucks, trailers and Seacans; Correspond with Turbo Master regarding contact information; Correspond with NEC regarding coordinates of Viva Logistics' counsel; Email counsel and T McElroy regarding NEC meeting; Correspond with Richmond regarding winterization and securement of vacant building;	6.20	\$450.00	\$2,790.00
11/27/2025	TMCELROY	Travel to/from Debtor premises for meeting with S. Mizrahi (re removal of vehicles) and Max M. (NEC); Review of analysis prepared by counsel re NEC regulations and Receiver's responsibilities re same; Review of correspondence and recommendations from counsel; Email to property manager;	4.60	\$550.00	\$2,530.00
11/28/2025	CROWE	Meet with counsel regarding sale process and upcoming court appearance; Review issue with residential tenants and previous legal advice from FCC's counsel; Brief counsel on eviction of residential tenants in order;	2.30	\$450.00	\$1,035.00
11/28/2025	TMCELROY	Conference call with Receiver and counsel re various matters; Emails to three realtors re listing proposals; Email to property manager; Email to AON re insolvency program insurance coverage;	1.40	\$550.00	\$770.00

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Toronto, ON

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**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

12/1/2025	CROWE	Read correspondence between T McElroy and Richmond regarding winterization of property; Read email from realtor regarding proposal to sell; Draft update to FCC; Review T McElroy comments on draft update; Send update to FCC; Read counsel recommendation regarding eviction of residential tenants; Read email from broker regarding site visit; Read email from T McElroy to AON regarding insurance quote;	2.20	\$450.00	\$990.00
12/2/2025	CROWE	File review meeting with T McElroy and J Dowdell; Read email from prospective relator regarding proposal; Meet with CBRE regarding listing proposal; Discuss meetings with other realtors and listing proposal schedule with T McElroy; Correspond with realtor regarding call;	1.10	\$450.00	\$495.00
12/2/2025	TMCELROY	Internal file meeting with C. Rowe; Call with CBRE re listing proposal; Email to/from Kelly Avison (realtor); Email to/from Reilly H. (realtor); Review and respond to correspondence from property manager;	0.80	\$550.00	\$440.00
12/3/2025	CROWE	Prepare for call with realtor; Call with realtor to brief on property and discuss proposal to market; Brief T McElroy on call; Call T McElroy regarding Colliers proposal; Brief Avison Young on property and tenants and request time for call; Read email from FCC regarding update; Read email from CBRE and request time for access from property manager; Read and respond to email from T McElroy regarding Colliers contact;	1.40	\$450.00	\$630.00
12/4/2025	CROWE	Read and respond to email from Avison Young regarding meeting; Read and respond to email from CBRE regarding inspection;	0.20	\$450.00	\$90.00
12/5/2025	CROWE	Call with Avison Young to discuss property;	0.50	\$450.00	\$225.00
12/5/2025	TMCELROY	Review and respond to correspondence from C. Keely;	0.10	\$550.00	\$55.00
12/8/2025	CROWE	Review counsel comments on draft report and provide comments to T McElroy; Read email from T McElroy to FCC regarding R&D;	0.30	\$450.00	\$135.00
12/9/2025	CROWE	Read and respond to email from Richmond regarding securement of vacant building; Discuss with T McElroy;	0.10	\$450.00	\$45.00
12/9/2025	TMCELROY	Email to W. Ruder (CRA) re pre-appointment balances and outstanding returns;	0.20	\$550.00	\$110.00
12/10/2025	CROWE	Read and respond to email from Richmond regarding boarding up building; Email Colliers requesting listing proposal; Email interested realtor regarding offer;	0.40	\$450.00	\$180.00
12/10/2025	TMCELROY	Prepare Receiver's borrowings certificate no. 2; Email to CBRE; Instructions to banking re disbursement; Review of updated rent roll and AR statement; Review of Cushman Listing Proposal;	0.90	\$550.00	\$495.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Dec 31, 2025  
**Invoice Num:** 8556  
**Billing Through:** Dec 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

12/11/2025	CROWE	Read and respond to email from Richmond regarding access for CBRE walk-through; Call with C&W regarding marketing proposal; Provide tenant information to Colliers; Correspond with Colliers regarding proposal; Review tenant arrears report for Viva Logistics;	0.50	\$450.00	\$225.00
12/11/2025	TMCELROY	Email to/from realtor re listing proposal; Email to counsel; Review of counsel comments to First Report; Prepare Receiver's affidavit; Email to property manager; Prepare and post journal entry to estate trust GL banking records;	2.50	\$550.00	\$1,375.00
12/12/2025	CROWE	Discuss report with T McElroy; Amend report to Court per T McElroy instruction; Update R&D; Call T McElroy regarding notice requirements; Read Canam report on vehicles; Update draft report and send to T McElroy;	3.10	\$450.00	\$1,395.00
12/13/2025	CROWE	Read email from T McElroy regarding truck removal cost;	0.10	\$450.00	\$45.00
12/13/2025	TMCELROY	Review and sign November 2025 bank reconciliation; Review of equipment appraisal prepared by S. Mizrahi; Email to S. Mizrahi re same;	0.30	\$550.00	\$165.00
12/15/2025	CROWE	Review correspondence on file; Call with prospective realtor regarding site visit and proposal deadline; Read email from C Baker to pre-appointment broker regarding renewal; Call with prospective realtor regarding proposal deadline; Read email from broker regarding onsite supervision; Read email from realtor regarding inspection; Read and respond to email from AON regarding inspection frequency; Read email from Richmond regarding winterization of vacant building;	0.80	\$450.00	\$360.00
12/15/2025	TMCELROY	Email from insurance broker re renewal;	0.10	\$550.00	\$55.00
12/16/2025	CROWE	Read email from Richmond regarding tenant leaving property;	0.10	\$450.00	\$45.00
12/17/2025	CROWE	Read emails between realtor and Richmond regarding site visit;	0.10	\$450.00	\$45.00
12/18/2025	CROWE	Read email from insurer regarding expiry of policy; Email insurer and request invoice; Read and respond to email from realtor regarding proposal;	0.30	\$450.00	\$135.00
12/22/2025	CROWE	Read email from counsel regarding status of receivership;	0.10	\$450.00	\$45.00
12/23/2025	CROWE	Read and respond to email from Avison Young regarding marketing proposal;	0.10	\$450.00	\$45.00
12/29/2025	CROWE	Read email from director of debtor regarding information request; Read email from Richmond regarding replacement of exit signs;	0.20	\$450.00	\$90.00
12/30/2025	CROWE	Review and approve quote to install exit signs from Richmond; Review and summarize listing proposals; Provide commentary on listing proposals and recommend next steps to T McElroy;	3.10	\$450.00	\$1,395.00

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Dec 31, 2025  
**Invoice Num:** 8556  
**Billing Through:** Dec 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.**

12/30/2025	TMCELROY	Review and update First Report to Court; Comments to C. Rowe re same;	0.60	\$550.00	\$330.00
<b>Total Fees:</b>					<b>\$30,065.00</b>
<b>HST/GST:</b>					\$3,908.45

**Summary by Staff:**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Chris Rowe,Senior Manager, CA (ANZ)	40.90	\$450.00	\$18,405.00
Tom McElroy,Managing Director, CPA, CBV, CIRP, LIT	21.20	\$550.00	\$11,660.00

**Disbursements:****Non-Taxable Disbursements**

TRAVEL: \$230.69

**Taxable Disbursements**

LEGAL FEES: \$13,669.00

MAIL FORWARDING: \$302.75

MEALS: \$25.79

**Total Expenses:** \$14,228.23

**HST/GST:** \$1,819.68

**Amount Due This Invoice:** **\$50,021.36**

**Invoice Summary:**

TOTAL FEES AND DISBURSEMENTS:	\$42,473.55
TOTAL HST/GST:	\$5,728.13
<b>TOTAL AMOUNT DUE:</b>	<b>\$50,021.36</b>

GST/HST Registration # 83741 9514 RT0001

**INVOICE**

14713737 Canada Inc.  
Toronto, ON

**Invoice Date:** Dec 31, 2025  
**Invoice Num:** 8556  
**Billing Through:** Dec 31, 2025  
**File ID:** 14713737(MILTON)-FCC-ON-R

**Re: Receivership of 14713737 Canada Inc.****Payment Methods:****Interac e-Transfer:**

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.  
Send payment to [payments@albertgelman.com](mailto:payments@albertgelman.com).

**Electronic Funds Transfer (EFT) / Wire (CDN\$):**

Beneficiary Bank: The Toronto-Dominion Bank  
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2  
Bank Institution Number: 004  
Transit: 05002  
Account Number: 5252455  
Beneficiary Name: Albert Gelman Inc.  
Swift Code: TDOMCATTOR

**Cheques:**

Payments by cheque can be mailed to:  
Albert Gelman Inc.  
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

This is Exhibit "C" referred to in the Affidavit of  
Tom McElroy, sworn before me on  
January 8, 2026



Bryan Gelman

SUDEZSQAL497C4ZK

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Bryan Gelman, a Commissioner, etc.,  
Province of Ontario, for Albert Gelman Inc.  
Expires November 22, 2028

**Albert Gelman Inc.****In its capacity as Receiver of 14713737 Canada Inc****And not in its personal or corporate capacity****Statement of Accounts****Exhibit C**

<b>Staff member</b>	<b>Position</b>	<b>Hours worked</b>	<b>Avg. Hourly rate</b>	<b>Total</b>
			(\$)	(\$)
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Managing Director	35.4	550.00	19,470.00
Terry Scott, CPA, CMA, MBA	Senior Manager	5.4	475.00	2,565.00
Chris Rowe, CPA (ANZ)	Senior Manager	102.1	450.00	45,945.00
		142.9	475.72	67,980.00

## APPENDIX “K”

Court File No. CV-25-00003786-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

**FARM CREDIT CANADA**

Applicant

- and -

**14713737 CANADA INC.**

Respondent

*APPLICATION UNDER SUBSECTION 243 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*

**FEE AFFIDAVIT OF TONY VAN KLINK**

I, Tony Van Klink, of the Municipality of Thames Centre, in the Province of Ontario,

**MAKE OATH AND SAY:**

1. I am a partner with the law firm of Miller Thomson LLP (“**MT**”), lawyers for Albert Gelman Inc. (“**AGI**”), in its capacity as Court-appointed Receiver (the “**Receiver**”) of the property, assets and undertakings of the Respondent and, as such, have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. I make this Affidavit in support of the Receiver’s motion for, among other things, having the fees and disbursements of MT, as legal counsel to the Receiver, approved.

3. Attached hereto to this my Affidavit and marked as **Exhibit "A"** are copies of the invoices (the "**MT Invoices**") rendered by MT to AGI which reflect, *inter alia*, fees and disbursements of MT for the period July 8, 2025 through December 31, 2025 (the "**Period**"). The MT Invoices accurately reflect the services provided by MT during the Period and the fees and disbursements claimed by it. During the Period, the total fees billed were \$27,508, the disbursements billed were \$158.70, plus applicable taxes in the amount of \$3,587.45.

4. Attached hereto to this my Affidavit and marked as **Exhibit "B"** is a schedule summarizing MT's fees for the Period. Lawyers and staff at MT have collectively expended a total of 44.3 billable hours in connection with this matter during the Period as outlined in the schedule.

5. To the best of my knowledge, the rates charged by MT throughout these proceedings are comparable to the rates charged by other firms in the Southwestern Ontario market for the provision of similar services. No premiums have been charged on the MT Invoices.

**SWORN BEFORE ME:**

in person       by video conference

With the deponent in the Municipality of  
Thames Centre, Province of Ontario and the  
Commissioner in the City of Toronto, Province  
of Ontario in accordance with O. Reg. 431/20,  
Administering Oath or Declaration Remotely  
this 9th day of January, 2026.

*patrick corney*

A Commissioner for taking Affidavits (*or as may be*)  
(Patrick Corney)

*Tony Van Klink*

\_\_\_\_\_  
Tony Van Klink

Attached is Exhibit "A" to the  
Affidavit of Tony Van Klink sworn  
the 9th day of January, 2026.



---

*A Commissioner, Etc.*

(Patrick Corney)

# EXHIBIT "A"

146



MILLER THOMSON LLP  
ONE LONDON PLACE  
255 QUEENS AVENUE, SUITE 2010  
LONDON, ON N6A 5R8  
CANADA

T 519.931.3500  
F 519.858.8511

[MILLERTHOMSON.COM](http://MILLERTHOMSON.COM)

**September 30, 2025**

Invoice Number 4172775

Albert Gelman Inc.  
Email: [bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)  
250 Ferrand Drive  
Suite 403  
Toronto, ON M3C 3G8

Attention: Bryan Gelman, President

To Professional Services Rendered in connection with the following matter(s) including:

**Re: 14713737 Canada Inc. and Farm Credit Canada Inc. - 7388 Guelph Line, Milton, ON  
Our File No. 0293112.0001**

Date	Initials	Description	Hours
07/08/2025	AVK	Reviewing memos; MS Teams meeting with Mr. Gelman; telephone call with Mr. Cassone	0.70
07/16/2025	AVK	Reviewing application record	0.20
08/27/2025	RA	Drafting Application to Register Court Order, attending to registration and obtaining parcel registers	0.50
08/27/2025	AVK	Receive issued order and providing instructions for registration of same; emails with Mr. McElroy; reviewing offer to purchase; email to Mr. Morris (NEC)	0.40
08/27/2025	KB	Review application; Correspondence with R. Armstrong regarding application; Review and sign application;	0.70
08/28/2025	AVK	Communicating with Mr. Morris (NEC) and receiver regarding truck storage issue and compliance with issued Order	0.40
08/28/2025	AVK	Reviewing appraisal	0.20
08/30/2025	AVK	Preparing template Receiver's schedule and communicating with receiver thereon	0.50
09/03/2025	AVK	Emails with Mr. McElroy	0.10
09/04/2025	AVK	Working on template APS	0.60
09/12/2025	AVK	Considering issues related to termination of leases, removal of tenants' vehicles, NEC Order, termination	1.50

Please return the Account Summary and Remittance Form with your payment.

Terms: Accounts due when rendered. Interest at the rate of 12.0% per annum will be charged on accounts overdue 30 days or more. Any disbursements not posted to your account on the date of this account will be billed later.

<b>Date</b>	<b>Initials</b>	<b>Description</b>	<b>Hours</b>
		of existing listing agreement and communicating with Receiver thereon; review offer	
09/15/2025	AVK	MS Teams meeting with Messrs. MacElroy, Rowe and Cassone and Ms. Keely (FCC)	0.50
09/15/2025	AVK	Telephone call with Mr. Cassone	0.10
09/18/2025	AVK	Reviewing and revising draft disclaimer letters for tenancies and listing agreement	0.50
09/19/2025	AVK	Emails with Mr. Rowe regarding lease disclaimers	0.10
09/19/2025	RA	Corresponding with Land Registry Office concerning returned registration	0.10
09/19/2025	KB	Review LRO return; Correspondence with R. Armstrong regarding returned registration;	0.40
09/22/2025	RA	Revising and resubmitting returned registration	0.20
09/23/2025	AVK	Reviewing offer to purchase and email from Mr. McElroy	0.10
09/24/2025	RA	Corresponding with Land Registry Office	0.10
09/25/2025	KB	Review and sign registration;	0.20
09/29/2025	AVK	Email from Mr. McElroy re offer to purchase; emails regarding land use/zoning	0.30
09/30/2025	AVK	Communicating with Mr. McElroy regarding offer from tenants	0.10
<b>Total Hours</b>			<b>8.50</b>

**Our Fee:** **5,574.00**

**Taxable Disbursements**

Teraview Service Fee	11.80
Online Searches - Teranet	71.00
<b>Total Taxable Disbursements</b>	<b>82.80</b>
	<b>\$82.80</b>

**Non-Taxable Disbursements**

Registration Fee	70.90
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Total Non-Taxable Disbursements	70.90
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	\$70.90
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**Total Fees and Disbursements**

	<b>\$5,727.70</b>
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**Ontario HST 13% (R119440766)**

On Fees	\$724.62
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On Disbursements	\$10.76
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**Total Amount Due**

	<b><u>\$6,463.08</u></b>
--	--------------------------

E.&O.E.



MILLER THOMSON LLP  
ONE LONDON PLACE  
255 QUEENS AVENUE, SUITE 2010  
LONDON, ON N6A 5R8  
CANADA

T 519.931.3500  
F 519.858.8511

[MILLERTHOMSON.COM](http://MILLERTHOMSON.COM)

**October 31, 2025**

Invoice Number 4185675

Albert Gelman Inc.  
250 Ferrand Drive  
Suite 403  
Toronto, ON M3C 3G8

Attention: Tom McElroy

To Professional Services Rendered in connection with the following matter(s) including:

**Re: 14713737 Canada Inc. and Farm Credit Canada Inc. - 7388 Guelph Line, Milton, ON  
Our File No. 0293112.0001**

Date	Initials	Description	Hours
10/07/2025	AVK	Ms Teams meeting with Mr. McElroy; MS Teams meeting with Mr. McElroy, Mr. Rowe and lawyer for prospective purchaser and tenants; email to FCC	1.00
10/20/2025	AVK	Reviewing offer and providing comments thereon	0.30
10/24/2025	AVK	Reviewing offers to purchase; MS Teams call with Mr. McElroy and Mr. Rowe; email to Mr. Cassone	0.80
10/27/2025	AVK	Communicating with Mr. Cassone and AGI regarding sign back of offer and Niagara Escarpment Commission issue; preparing draft email to buyer/agent	0.70
10/28/2025	AVK	Communicating with Mr. McElroy regarding status of rent from commercial tenants	0.10
10/29/2025	AVK	Telephone call with real estate agent (H. Rai)	0.10
10/31/2025	AVK	Reviewing accepted offer; emails with Mr. Rowe	0.20
<b>Total Hours</b>			<b>3.20</b>

**Our Fee:** **2,432.00**



**150**  
Page 3

Invoice 4185675

**Ontario HST 13% (R119440766)**

On Fees

\$316.16

**Total Amount Due**

**\$2,748.16**

E.&O.E.

**November 30, 2025**

Invoice Number 4195263

Albert Gelman Inc.  
 250 Ferrand Drive  
 Suite 403  
 Toronto, ON M3C 3G8

Attention: Tom McElroy

To Professional Services Rendered in connection with the following matter(s) including:

**Re: 14713737 Canada Inc. and Farm Credit Canada Inc. - 7388 Guelph Line, Milton, ON  
 Our File No. 0293112.0001**

<b>Date</b>	<b>Initials</b>	<b>Description</b>	<b>Hours</b>
11/03/2025	AVK	Communicating with Mr. Rowe regarding lease disclaimer notices and status to sale agreement	0.20
11/03/2025	AVK	Communicating with Mr. McElroy regarding sale agreement	0.20
11/05/2025	AVK	Communicating with Mr. Rowe regarding termination of sale agreement	0.10
11/06/2025	AVK	Reviewing termination notice and mutual release; communicating with Mr. McElroy thereon	0.20
11/10/2025	AVK	Considering lease disclaimer issue; communicating with Mr. Corney, Mr. Cassone and receiver	1.00
11/10/2025	KB	Correspondence with T. Van Klink regarding zoning search;	0.40
11/11/2025	SLM	Review and respond to correspondence from K. Bertsch regarding request for scoped review of permitted uses for client property;	0.20
11/11/2025	KB	Correspondence with T. Van Klink and S. Martinez regarding zoning search;	0.40
11/12/2025	PC	Look up court availability;	0.30
11/14/2025	PC	Receivership disclaimer research;	1.00
11/14/2025	AVK	Reviewing offer; considering strategy and communicating with Mr. McElroy	0.50

<b>Date</b>	<b>Initials</b>	<b>Description</b>	<b>Hours</b>
11/17/2025	SLM	Commence review of permitted uses; review zoning map; review urban zoning by-law for provisions related to Niagara escarpment areas; review Niagara escarpment plan and mapping; review provisions for the relevant designation areas; review development control provisions; review official plan to determine designation, provisions related to Niagara escarpment areas and permitted uses; review property details from appraisal;	2.50
11/18/2025	SLM	Commence preparing summary table for Niagara escarpment; commence preparing official plan summary table; edit tables as necessary and finalize; commence drafting summary memo; refer back to the various policy documents to continue drafting summary of findings;	3.00
11/19/2025	PC	Call with clients re sales process vs negotiate offer;	0.80
11/19/2025	AVK	MS Teams meeting with Mr. McElroy and Mr. Rowe	0.50
11/19/2025	SLM	Edit summary memo as necessary; finalize draft of review; discussion with T. Piurko on hierarchy of plans; provide K. Bertsch update;	2.50
11/19/2025	TP	Discussion with S. Luna-Martinez regarding permitted uses review and implications of policies to interpretation in relation to Niagara Escarpment Plan;	0.30
11/20/2025	SLM	Edit summary memo for clarity; finalize draft of permitted uses review; provide K. Bertsch updates on timing of deliverables;	1.50
11/21/2025	TP	Review of draft permitted uses memorandum and providing comments to S. Luna-Martinez regarding same; discussion with same regarding same; review of revised memorandum and providing additional comments on same;	1.80
11/21/2025	SLM	Review correspondence from T. Piurko; telephone call with T. Piurko to discuss revisions and clarification of certain points of discussion; revise summary as per T. Piurko comments; re-circulate to T. Piurko for final review; prepare schedules; review comments; finalize summary memo; circulate to K. Bertsch;	1.60

<b>Date</b>	<b>Initials</b>	<b>Description</b>	<b>Hours</b>
11/21/2025	PC	Review zoning memo;	0.40
11/21/2025	KB	Correspondence with S. Luna regarding planning review; Review planning summary; Correspondence with T. Van Klink regarding planning review;	1.20
11/24/2025	PC	Review first report and zoning memo; notes re same;	0.90
11/25/2025	AVK	Reviewing NEC permitted use report and draft receiver's report; considering issues related to permitted uses and sales process; communicating with Mr. McElroy	1.50
11/28/2025	AVK	MS Teams meeting with Mr. McElroy, Mr. Rowe and Mr. Corney	1.00
11/28/2025	PC	Next steps call with A Gelman team;	0.70
11/30/2025	AVK	Communicating with Mr. Rowe regarding residential tenancies	0.20
<b>Total Hours</b>			<b>24.90</b>
<b>Our Fee:</b>			<b>13,664.00</b>

**Taxable Disbursements**

Online Searches - Teranet	5.00
Total Taxable Disbursements	<hr/> 5.00

**Total Fees and Disbursements**
**\$13,669.00**
**Ontario HST 13% (R119440766)**

On Fees	\$1,776.32
On Disbursements	\$0.65

**Total Amount Due**
**\$15,445.97**

E.&amp;O.E.



MILLER THOMSON LLP  
 ONE LONDON PLACE  
 255 QUEENS AVENUE, SUITE 2010  
 LONDON, ON N6A 5R8  
 CANADA

T 519.931.3500  
 F 519.858.8511

[MILLERTHOMSON.COM](http://MILLERTHOMSON.COM)

**December 31, 2025**

Invoice Number 4203463

Albert Gelman Inc.  
 250 Ferrand Drive  
 Suite 403  
 Toronto, ON M3C 3G8

Attention: Tom McElroy

To Professional Services Rendered in connection with the following matter(s) including:

**Re: 14713737 Canada Inc. and Farm Credit Canada Inc. - 7388 Guelph Line, Milton, ON**  
**Our File No. 0293112.0001**

Date	Initials	Description	Hours
12/02/2025	AVK	Working on revisions to Receiver's Report to Court	3.50
12/03/2025	AVK	Working on First Report to Court	2.80
12/05/2025	PC	Review and update draft first report;	1.10
12/22/2025	PC	Email to A Goyat;	0.30
<b>Total Hours</b>			<b>7.70</b>

**Our Fee:** **5,838.00**

**Ontario HST 13% (R119440766)**  
**On Fees** **\$758.94**

**Total Amount Due** **\$6,596.94**

E.&O.E.

Attached is Exhibit "B" to the  
Affidavit of Tony Van Klink sworn  
the 9th day of January, 2026.

*patrick corney*

---

*A Commissioner, Etc.*

(Patrick Corney)

**EXHIBIT "B"**  
**Miller Thomson's Fees**

	Year of Call	Rate 2025	Invoice #4172775	Invoice #4185675	Invoice #4195263	Invoice #4203463	<b>Total</b>
			30-Sep-25	31-Oct-25	30-Nov-25	31-Dec-25	
<b>Hours</b>							
T. Van Klink - Partner	1988	\$760.00	6.30	3.20	5.40	6.30	21.20
K. Bertsch - Associate	2022	\$435.00	1.30	0.00	2.00	0.00	3.30
P. Corney - Partner	2014	\$750.00	0.00	0.00	4.10	1.40	5.50
T. Piurko - Partner	2002	\$925.00	0.00	0.00	2.10	0.00	2.10
R. Armstrong - Law Clerk	N/A	\$245.00	0.90	0.00	0.00	0.00	0.90
S. Luna-Martinez - Land Use Planner	N/A	\$325.00	0.00	0.00	11.30	0.00	11.30
			8.50	3.20	24.90	7.70	<b>44.30</b>
<b>Total \$</b>							
T. Van Klink - Partner	1988	\$760.00	\$ 4,788.00	\$ 2,432.00	\$ 4,104.00	\$ 4,788.00	\$ 16,112.00
K. Bertsch - Associate	2022	\$435.00	\$ 565.50	\$ -	\$ 870.00	\$ -	\$ 1,435.50
P. Corney - Partner	2014	\$750.00	\$ -	\$ -	\$ 3,075.00	\$ 1,050.00	\$ 4,125.00
T. Piurko - Partner	2002	\$925.00	\$ -	\$ -	\$ 1,942.50	\$ -	\$ 1,942.50
R. Armstrong - Law Clerk	N/A	\$245.00	\$ 220.50	\$ -	\$ -	\$ -	\$ 220.50
S. Luna-Martinez - Land Use Planner	N/A	\$325.00	\$ -	\$ -	\$ 3,672.50	\$ -	\$ 3,672.50
			\$ 5,574.00	\$ 2,432.00	\$ 13,664.00	\$ 5,838.00	<b>\$ 27,508.00</b>
<b>Summary</b>							
Fees			\$ 5,574.00	\$ 2,432.00	\$ 13,664.00	\$ 5,838.00	<b>\$ 27,508.00</b>
Disbursements			\$ 153.70	\$ -	\$ 5.00	\$ -	<b>\$ 158.70</b>
HST			\$ 735.38	\$ 316.16	\$ 1,776.97	\$ 758.94	<b>\$ 3,587.45</b>
Total			\$ 6,463.08	\$ 2,748.16	\$ 15,445.97	\$ 6,596.94	<b>\$ 31,254.15</b>

FARM CREDIT CANADA

and

14713737 CANADA INC.

Applicant

Respondent

Court File No: CV-25-00003786-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at BRAMPTON

**FEE AFFIDAVIT OF TONY VAN KLINK**

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**Lawyers for Albert Gelman Inc., Court-  
Appointed Receiver of 14713737 Canada  
Inc.**

FARM CREDIT CANADA  
and  
Applicant

14713737 CANADA INC.  
Respondent

Court File No: CV-25-00003786-0000

**ONTARIO  
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**MOTION RECORD  
(Returnable March 10, 2026)**

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