

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

B E T W E E N:

BANK OF MONTREAL

Applicant

and

CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED; AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS
AMENDED

SUPPLEMENTARY RECORD OF THE RESPONDENTS

June 4, 2025

RSG LAW PROFESSIONAL CORPORATION

6605 Hurontario Street, Suite 400
Mississauga, Ontario L5T 0A3

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Court File No. CV - 25-00742000-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

BANK OF MONTREAL

Applicant

and

CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.

Respondents

SUPPLEMENTARY AFFIDAVIT OF FARAZ ELAHI

I, Faraz Elahi, of the city of Kleinburg, in the province of Ontario, MAKE OATH AND SAY:

1. I am the president of Cheema Carriers Corp. ("**Cheema**") and the president of 1000083465 Ontario Inc. (the "**Numbered Company**"). Accordingly, I have personal knowledge of the matters set out below, except where otherwise stated. Where I do not possess personal knowledge, I have stated the source of my information, and I believe such information to be true.
2. I make this affidavit to supplement the affidavit sworn May 30, 2025, contents whereof are not repeated for the sake of brevity.

3. Pursuant to the execution of the Agreement of Purchase and Sale dated May 23, 2025 (the "**Agreement**") concerning the Property, the Numbered Company and the purchaser, 9089365 Canada Inc o/a CQR Logistics (the "**Purchaser**"), have engaged in further discussions.
4. These discussions have resulted in the execution of two amendments to the Agreement.
5. By virtue of the first amendment to the Agreement, the scheduled closing date has been brought forward by six months to July 31, 2025, with an option to extend for a period of sixty days. Therefore, the Agreement is scheduled to close in less than 2 months' time. The amendment with the revised closing date is annexed herewith and marked as **Exhibit-"A"**.
6. Further, by virtue of a second amendment to the Agreement, all the conditions inserted for the benefit of the Purchaser have been deleted and the Agreement to my understanding is firm, valid and binding. The amendment removing the conditions is annexed herewith and marked as **Exhibit-"B"**.
7. I make this affidavit in response to the application brought by the Applicant, Bank of Montreal and for no other or improper purpose.

Sworn in person by Faraz Elahi
before me at the city of Mississauga,
in the province of Ontario on this 4 day
of June 2025



)
) 
) _____
) **Faraz Elahi**

A Commissioner for Taking Affidavits, etc.
Raghav Vig (LSO# 90983F)

This is Exhibit "A" referred to
in the Affidavit of Faraz Elahi
Sworn before me on the 4th day of June,
2025

Raghav Vig

A Commissioner for taking Affidavits

Raghav Vig (LSO#90983F)

Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: 9089365 Canada Inc o/s CQR LOGISTICS

AND

SELLER: 1000083465 ONTARIO INC.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 23RD day of MAY, 2025,

concerning the property known as 860 PROGRESS COURT, OAKVILLE

..... as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

COMPLETION DATE: JANUARY 31, 2026

INSERT:

COMPLETION DATE: JULY 31 ,2025

THE BUYER SHALL HAVE THE OPTION TO EXTEND THE COMPLETION DATE FOR A PERIOD UP TO SIXTY (60) DAYS PROVIDED TEN (10) BUSINESS DAYS' NOTICE IS PROVIDED TO THE SELLER

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by **BUYER** until **11:59**
(Seller/Buyer) (a.m./p.m.)
on the **4TH** day of **JUNE**, 20**25**, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
.....
(Witness) E-SIGNED by Ravi Singh on 2025-06-04 14:35:58 GMT **2025-06-04**
(Buyer/Seller) **9089365 Canada Inc** (Seal) (Date)
.....
(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
.....
(Witness) E-SIGNED by Naila Ejaz on 2025-06-04 21:23:05 GMT **2025-06-04**
(Buyer/Seller) **1000083465 ONTARIO INC.** (Seal) (Date)
.....
(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

.....
(Witness) (Spouse) (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 **4TH** day of **JUNE**, 20**25**
(a.m./p.m.)
x

.....
(Signature of Seller or Buyer) E-SIGNED by Naila Ejaz on 2025-06-04 21:23:09 GMT

ACKNOWLEDGEMENT

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

..... (Date)
..... (Date)
Address for Service
..... (Tel. No.)
Seller's Lawyer
Address
Email
..... (Tel. No.) (Fax. No.)

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

..... (Date)
..... (Date)
Address for Service
..... (Tel. No.)
Buyer's Lawyer
Address
Email
..... (Tel. No.) (Fax. No.)

This is Exhibit "B" referred to
in the Affidavit of Faraz Elahi
Sworn before me on the 4th day of June,
2025

Raghav Vig

A Commissioner for taking Affidavits

Raghav Vig (LSO#90983F)

Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: 9089365 Canada Inc o/s CQR LOGISTICS

AND

SELLER: 1000083465 ONTARIO INC.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 23RD day of MAY, 2025,

concerning the property known as 860 PROGRESS COURT, OAKVILLE

..... as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

THIS AGREEMENT IS CONDITIONAL for Sixty (60) banking days following acceptance of this offer, upon;

1. The Buyer arranging, at the Buyer's own expense, financing terms to his complete and sole satisfaction with one of the 5 major Canadian banks.
2. Satisfying themselves in their sole and absolute discretion that the property is zoned in final and binding form under the relevant zoning bylaws and official plan to permit it to develop or use the property for the purpose of medical offices.
3. The Buyer determining, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force.
4. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller. The Seller further authorizes all respective municipal/governmental departments to release to the Buyer, the Buyer's Representative or Solicitor, any and all information that may be on record in the respective office with respect to the said property.
5. The Buyer determining, at the Buyer's own expense all other relevant due diligence, including but not limited to set backs, size of allowable building, development costs, costs associated with said building, including site cleaning, ingress and egress, geological studies, signage etc.

Unless the Buyer gives notice in writing delivered to the Seller within the time period stated herein, that these conditions are fulfilled, this Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller or Seller's agent within the time period stated herein.

INITIALS OF BUYER(S):  R.S.

INITIALS OF SELLER(S):  N.E.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by **BUYER** until **11:59**
(Seller/Buyer) (a.m./p.m.)

on the **4th** day of **JUNE**, 20**25**, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
.....
(Witness) E-SIGNED By Ravi Singh on 2025-06-04 14:36:48 GMT **2025-06-04**
(Buyer/Seller) **9089365 Canada Inc** (Seal) (Date)
.....
(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
.....
(Witness) E-SIGNED By Naila Ejaz on 2025-06-04 21:23:16 GMT **2025-06-04**
(Buyer/Seller) **1000083465 ONTARIO INC.** (Seal) (Date)
.....
(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

.....
(Witness) (Spouse) (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 **4th** day of **JUNE**, 20**25**

(a.m./p.m.)
X

.....
E-SIGNED By Naila Ejaz on 2025-06-04 21:23:19 GMT
(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

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

.....
(Seller) (Date)
.....
(Seller) (Date)
Address for Service
..... (Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

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

.....
(Buyer) (Date)
.....
(Buyer) (Date)
Address for Service
..... (Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

BANK OF MONTREAL

Applicant

-and-

**CHEEMA CARRIERS CORP. AND 100083465 ONTARIO
INC.**

Respondents

Court File No. CV - 25-00742000-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**SUPPLEMENTARY AFFIDAVIT OF FARAZ ELAHI SWORN
JUNE 4, 2025**

**RSG LAW
PROFESSIONAL CORPORATION**
6605 Hurontario Street, Suite 400
Mississauga, Ontario L5T 0A3

Raghav Vig (LSO#90983F)
Email: raghav@rsqlaw.ca
Tel: 905-799-0925

Lawyers for the Respondents

File Number: CIV687

BANK OF MONTREAL

Applicant

-and-

**CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO
INC.**

Respondents

Court File No. CV - 25-00742000-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

SUPPLEMENTARY RECORD OF THE RESPONDENTS

**RSG LAW
PROFESSIONAL CORPORATION**

6605 Hurontario Street, Suite 400
Mississauga, Ontario L5T 0A3

Raghav Vig (LSO#90983F)

Email: raghav@rsqlaw.ca

Tel: 905-799-0925

Lawyers for the Respondents

File Number: CIV687

RCP-F 4C (September 1, 2020)