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**

**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**

# AIDE MEMOIRE OF THE RECEIVER

October 14, 2026

**RECONSTRUCT LLP**
80 Richmond Street West, Suite 1700
Toronto, ON M5H 1T1

**Caitlin Fell LSO No. 60091H**
Tel: 416.613.8282
Email: cfell@reconllp.com

**William Main LSO No. 70969C**
Tel: 416.613.4885
Email: wmain@reconllp.com
Fax: 416.613.8290

Lawyers for the Receiver, Goldhar & Associates Ltd.

1. Goldhar & Associates Ltd., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings, and property of Cheema Carriers Corp. ("**Cheema**") and 1000083465 Ontario Inc. ("**465**", together with Cheema, the "**Debtors**"), requests a half-day motion hearing to seek the following relief: (a) advice and directions regarding the interpretation of the lease of 465's principal real property asset; and (b) an increase to the Borrowing Charge (as defined herein).

**Background**

2. On February 18, 2026, Goldhar & Associates Ltd. was appointed as Receiver, without security, over all of the property, assets, and undertakings (collectively, the "**Property**") of the Debtors pursuant to an appointment order (the "**Appointment Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

3. The Appointment Order, among other things, granted a borrowing charge (the "**Borrowing Charge**") over the Property in the maximum principal amount of $500,000 for the purposes of funding the receivership.

4. Since its appointment, the Receiver has taken steps to investigate and assume control of the Debtors' assets, liabilities, and obligations, including notifying creditors, establishing banking and accounting procedures, securing and recovering assets (including vehicles), liaising with financial institutions, government authorities, the Debtors' representatives and other stakeholders, and seeking financial and other records concerning the Debtors' obligations. The Receiver has also secured and insured the Real Property (as defined below), arranged for lease payments to be redirected, taken steps to market the Real Property for sale, addressed the return of leased vehicles and the recovery of unrecovered vehicles, established a case website, notified former employees of WEPPA, and prepared its First Report.

**Lease**

5. 465 is a real estate holding company. 465 owns a single property, the premises municipally known as 860 Progress Court, Oakville, Ontario L6L 6K1 (the "**Real Property**")

6. 465, as landlord, and CQR Logistics, as tenant (the "**Tenant**"), entered into a lease agreement on December 1, 2024 (the "**Lease**") in respect of the Real Property. Sections 5 to 8 of the Lease address rent. Section 9 to 12 of the lease address the distribution of operating costs between 465 and the Tenant. Certain interpretive disagreements have arisen as between the Receiver and the Tenant relating to sections 5 to 12 of the Lease. The Receiver and the Tenant have been unable to an agreement on these issues. Accordingly, the Receiver seeks the Court's advice and directions with respect to these issues.

**Borrowing Charge**

7. The Receiver seeks an increase in the Borrowing Charge to fund the remaining steps in the receivership, particularly the costs of maintaining the Property pending its sale and completing the process to sell the Property to maximize value for the Debtors' stakeholders.

**Other Parties**

8. Counsel for the Tenant has been advised of the motion, and his availability for this case conference was canvassed. Counsel will be served with a copy of this aide memoire. Counsel for the Receiver will attempt to confer with the Court and Tenant's counsel on motion dates and a timetable in advance of the case conference.

9. The Receiver is not aware of nor anticipating any opposition to the relief sought in respect of the Borrowing Charge. The Service List will continue to be served with all materials.

**BANK OF MONTREAL v CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.**

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

**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**

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**
*Proceedings commenced at Toronto*

**AIDE MEMOIRE OF THE RECEIVER**

**RECONSTRUCT LLP**
80 Richmond Street West, Suite 1700
Toronto, ON M5H 2A4

**Caitlin Fell** LSO No.60091H
cfell@reconllp.com
Tel: 416.613.8282

**William Main** LSO No.70969C
wmain@reconllp.com
Tel: 416.613.4885
Fax: 416.613.8290

Lawyers for. Goldhar & Associates Ltd., in its capacity as Receiver