

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

JAGDEEP SANGHA TRANSPORT INC.

Plaintiff

and

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Defendant

AND BETWEEN:

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff by Counterclaim

and

JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA

Defendants by Counterclaim

**MOTION RECORD (Vol. 3 of 3)
(returnable on a date to be scheduled)**

CAPSTONE LEGAL
1370 Hurontario Street
Mississauga, ON L5G 3H4

Danny M. Nunes (LSO No. 53802D)
Tel: (416) 414-3311
Email: dn@capstonelegal.ca

**Lawyers for Daimler Truck Financial
Services Canada Corporation**

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

JAGDEEP SANGHA TRANSPORT INC.

Plaintiff

and

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Defendant

A N D B E T W E E N:

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff by Counterclaim

and

JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA

Defendants by Counterclaim

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This is Exhibit "F" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits

Danny M. Nunes

(LSO #53802D)

From: Evon, Alexandre (713)
Sent: March 12, 2025 4:53 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good afternoon,

That is not what we agreed. If \$20,000 is not received in our account by tomorrow morning the bailiff will be issued.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: March 12, 2025 4:51 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

This is just to inform you that we will make some of the payment tomorrow and we will send you proof of payment, rest of the payment will be made on Monday.

Thanks for your understanding and co-operation.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Sent: March 12, 2025 12:42 PM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good afternoon,

If we do not receive proof of payment for \$20,000 by the end of the day we will issue the bailiff. The remaining arrears will need to be sent on Monday.

Kind Regards,

Alex Evon

Account Manager

Daimler Truck Financial Services Canada

2680 Matheson Blvd East, #202

Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052

Email: alexandre.evon@daimlertruck.com

www.daimler-truckfinancial.ca



DAIMLER TRUCK
Financial Services

From: Accounting <accounting@jsanghatransport.com>

Sent: March 12, 2025 12:00 PM

To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Good Morning,

Sorry for this inconvenience, we will clear out your balance on Monday as we are getting payments late from our customers and our cheques are on hold.

Please try to understand our situation. We much appreciate to you for this kindness.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Sent: March 12, 2025 10:25 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Importance: High

Good Morning,

We never received proof of payment. Not only did we not receive proof of payment, but your March payment returned "Payment Stopped" for 5002122745001 and you are now 2 months past due on this account.

Currently your accounts are past due for:

Account Number	Days Past Due	Total Amount Past Due
5002122745001	32	\$28,047.96
5002114719001	24	\$11,814.14
5002121629001	24	\$14,548.54
5002028248001	3	\$2,213.44
5002129162001	0	\$2,093.09
		\$58,717.17

If you do not provide proof of payment for your full arrears immediately we will be issuing the bailiff tonight. We've already issued final notices on all these accounts in February and will not provide you with anymore time.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



DAIMLER TRUCK
Financial Services

From: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Sent: March 21, 2025 3:13 PM
To: Accounting <accounting@jsanghatransport.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha
Importance: High

Hi,

We understand your current situation; however, this is unfortunately unacceptable. One of your accounts is already two payments behind due to a stop in payments from your side. While we have been exceedingly supportive over the past couple of years and continue to offer assistance, we regret to inform you that no further help can be provided in this matter.

We strongly recommend that you consider surrendering any units that you are unable to pay for and focus on retaining those that are generating income for you. Please be advised that if we do not receive a payment by Monday at 12 PM EST, we will have no choice but to instruct the bailiff to proceed with seizing assets. This decision is final, and no exceptions will be made. We have already extended the payment deadline, and this is an additional grace period being offered.

Thank you for understanding and have a good day.

Regards,

Moe Qube
Manager, Collections & Loss Recovery

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 416-459-9380
Fax: 833-902-3858
Email: Mohammad.Abu-Qube@daimlertruck.com
www.daimler-truckfinancial.ca

DAIMLER TRUCK
Financial Services

From: Accounting <accounting@jsanghatransport.com>
Sent: March 21, 2025 3:38 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

We really appreciate your assistance, but we are also dependent on our customer payments as we have one claim issue with company and they have held our funds until claim will resolve, and other company said this is Quarter end, so they will release payment in starting of April month. We are not denying making your payments, we will clear it soon, some of the amount we will pay to you on Monday evening and will send you proof as well.

Please try to understand our situation.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Sent: March 21, 2025 9:40 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Importance: High

Good Morning,

You have already been provided time. All these payments should have been received around mid to end February as per our arrangement but you have continued to push back the dates and stop payments.

Each time we are promised an amount we get sent less and on a later date than what was promised. If we do not receive payment for 5002122745001 - \$28,732.06 by 4pm EST we will assign your file to the bailiff.

Please be aware that 5002028248001 is also still past due for \$2,318.84.

Final notices have been issued and expired. No more time will be provided. We need immediate proof of payment.

Thank you.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



DAIMLER TRUCK
Financial Services

This is Exhibit "G" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.



A Commissioner for taking affidavits
Danny M. Nuñez
(LSO #53802D)

From: Accounting
To: Daamsa, Ali (713) (EXT); Lakhvir Singh; MManwal@premiertruck.com
Cc: Evon, Alexandre (713)
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Date: April 16, 2025 2:56:39 PM
Attachments: image003.png
image004.png
image005.png
image007.png
image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image015.png
image016.png
image017.png
image018.png
image019.png
image020.png
image021.png

Hi there,

Thanks for reminding us, we are working on it to clear it.

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: April 16, 2025 1:07 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Cc: Evon, Alexandre (713) <alexandre.evon@daimiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

This is a reminder that your payments are due **April 18th, 2025**. Failure to provide payment by that date will result in the assignment of a bailiff for seizure or the commencement of legal proceedings.

Please see your updated delinquency below.

Account Number	Customer Name	DPD	Total Amount Past Due
5002028248	Jagdeep Sangha Transport Inc.	7	\$2,108.04
5002047470	Jagdeep Sangha Transport Inc.	15	\$9,926.69
5002101491	Jagdeep Sangha Transport Inc.	11	\$6,997.64
5002105956	Jagdeep Sangha Transport Inc.	13	\$10,715.54
5002116518	Jagdeep Sangha Transport Inc.	12	\$10,279.09
5002122745	Jagdeep Sangha Transport Inc.	39	\$28,047.96
5002125321	Jagdeep Sangha Transport Inc.	20	\$12,941.48
5002141253	Jagdeep Sangha Transport Inc.	23	\$18,218.44
			\$99,234.88

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 11, 2025 2:03 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Good afternoon,
We will make your missed payments soon and will send you proof of that. The stop payment has been removed from Bank account so your future payments will not return.
Sorry for this inconvenience.

Thank you.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: April 11, 2025 11:43 AM
To: Accounting <accounting@jsanghatransport.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Good Morning,

Full payment for arrears must be sent by the 18th, not the first payment towards arrears. If any accounts are past due by the 19th the bailiff will be assigned for those files. Currently your accounts are past due for:

Account Number	Days past Due	Total Amount Past Due
5002122745001	34	\$28,047.96
5002141253001	18	\$18,218.44
5002125321001	15	\$12,941.48
5002047470001	10	\$9,455.18
5002105956001	8	\$10,205.28
5002116518001	7	\$9,789.61
5002101491001	6	\$6,664.42

5002028248001

2

\$2,108.04

\$97,430.41

Please provide proof of payment for full arrears by the 18th to avoid further escalations. You **must** lift your stop payment on your bank account or provide a new void cheque so your future monthly payments clear as your payments have continued to return "Payment Stopped."

Kind Regards,

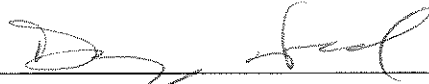
Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



This is Exhibit "H" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits

Danny M. Nunes

(LSO #53802)

NOTICE OF DEFAULT**Daimler Truck Financial**

February 13, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002101491001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$6,664.42.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

A. Evon

Alexandre Evon
Collections Agent
1-877-275-1151 ext. 37052
Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002101491001

YEAR	MAKE	MODEL	VIN
2022	Freightliner	PT126SLP	3AKJHHDRXNSNE3052
2022	Freightliner	PT126SLP	3AKJHHDR7NSNE3056

NOTICE OF DEFAULT**Daimler Truck Financial**

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002047470001	*See schedule A for Vehicle information.
---------------------------------	--

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$9,455.18.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002047470001

YEAR	MAKE	MODEL	VIN
2018	Utility	Trailer	1UYVS2536J2198394
2018	Utility	Trailer	1UYVS2535J2198404
2018	Utility	Trailer	1UYVS2534J2369210
2018	Utility	Trailer	1UYVS2530J2369270
2018	Utility	Trailer	1UYVS2531J2994759

NOTICE OF DEFAULT**Daimler Truck Financial**

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002141253001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$18,218.44.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002141253001

YEAR	MAKE	MODEL	VIN
2021	Utility Trailer	Van Trailer	1UYVS3535M2014234
2021	Utility Trailer	Van Trailer	1UYVS3537M2014235
2021	Utility Trailer	Van Trailer	1UYVS3539M2014236
2021	Utility Trailer	Van Trailer	1UYVS3534M2014242
2021	Utility Trailer	Van Trailer	1UYVS3536M2014243
2021	Hyundai	Aluminum/ Steel	3H3V533C5MT714006
2021	Hyundai	Aluminum/ Steel	3H3V533C7MT714007
2021	Hyundai	Aluminum/ Steel	3H3V533C0MT714009
2021	Hyundai	Aluminum/ Steel	3H3V533C9MT714011
2021	Hyundai	Aluminum/ Steel	3H3V533C0MT714012

NOTICE OF DEFAULT**Daimler Truck Financial**

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002122745001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$14,366.03.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002122745001

YEAR	MAKE	MODEL	VIN
2023	CIMC Cool Globe	CR8000B	2SHSR5320PS002053
2023	CIMC Cool Globe	CR8000B	2SHSR5328PS002057
2023	CIMC Cool Globe	CR8000B	2SHSR5323PS002077
2023	CIMC Cool Globe	CR8000B	2SHSR5329PS002083
2023	CIMC Cool Globe	CR8000B	2SHSR5320PS002084
2023	CIMC Cool Globe	CR8000B	2SHSR532XPS002125

NOTICE OF DEFAULT**Daimler Truck Financial**

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002105956001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$10,205.28.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002105956001

YEAR	MAKE	MODEL	VIN
2022	Freightliner	PT126SLP	3AKJHHDR2NSNE3045
2022	Freightliner	PT126SLP	3AKJHHDR6NSNE3047
2022	Freightliner	PT126SLP	3AKJHHDR8NSNE3048

NOTICE OF DEFAULT**Daimler Truck Financial**

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002116518001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$9,789.61.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa
Collections Agent
1-877-275-1151 ext. 0102
Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002116518001

YEAR	MAKE	MODEL	VIN
2023	Freightliner	PT126SLP	3AKJHHDR9PSUL8705
2023	Freightliner	PT126SLP	3AKJHHDR0PSUL8706

NOTICE OF DEFAULT**Daimler Truck Financial**

April 22, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002101491001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$6,997.64.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections agent

1-877-275-1151 ext. 0102

Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002101491001

YEAR	MAKE	MODEL	VIN
2022	Freightliner	PT126SLP	3AKJHHDRXNSNE3052
2022	Freightliner	PT126SLP	3AKJHHDR7NSNE3056

NOTICE OF DEFAULT**Daimler Truck Financial**

April 22, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002114719001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$11,251.56.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

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- Further deterioration of your credit standing

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*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002114719001

YEAR	MAKE	MODEL	VIN
2023	Freightliner	PT126SLP	3AKJHHDRXPSUL8700
2023	Freightliner	PT126SLP	3AKJHHDR1PSUL8701

NOTICE OF DEFAULT**Daimler Truck Financial**

April 22, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002121629001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$12,123.78.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

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1-877-275-1151 ext. 0102

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Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5
Phone No.: 1-800-361-4680
www.daimler-truckfinancial.ca

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002121629001

YEAR	MAKE	MODEL	VIN
2024	Freightliner	PT126SLP	3AKJHHDR3RSUU8214
2024	Freightliner	PT126SLP	3AKJHHDR5RSUU8215

NOTICE OF DEFAULT**Daimler Truck Financial**

May 21, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER	YEAR	MAKE	MODEL	VIN
5002114719001	2023	Freightliner	PT126SLP	3AKJHHDR1PSUL8701

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$5,625.78.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

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Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

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NOTICE OF DEFAULT**Daimler Truck Financial**

May 28, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002129162001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$12,197.51.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

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Registered mail #

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*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002129162001

YEAR	MAKE	MODEL	VIN
2024	Freightliner	PT126SLP	3AKJHHDRXRSUV3538
2024	Freightliner	PT126SLP	3AKJHHDR1RSUV3539

NOTICE OF DEFAULT**Daimler Truck Financial**

June 2, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002125321001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$12,325.22.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

WARNING: In the event of repossession you may be responsible for additional fees incurred, including, but not limited to, seizure, towing and storage, vehicle preparation fees, and any deficiency resulting from sale at auction. If legal action is pursued you may also be responsible for all interest and legal costs which result from our lawyers

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002125321001

YEAR	MAKE	MODEL	VIN
2024	Freightliner	PT126SLP	3AKJHHDR7RSUU8216
2024	Freightliner	PT126SLP	3AKJHHDR9RSUU8217

NOTICE OF DEFAULT**Daimler Truck Financial**

June 12, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002047470001	*See schedule A for Vehicle information.
---------------------------------	--

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$8,294.40.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

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*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002047470001

YEAR	MAKE	MODEL	VIN
2018	Utility	Trailer	1UYVS2536J2198394
2018	Utility	Trailer	1UYVS2535J2198404
2018	Utility	Trailer	1UYVS2534J2369210
2018	Utility	Trailer	1UYVS2531J2994759

NOTICE OF DEFAULT**Daimler Truck Financial**

June 12, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

ACCOUNT NUMBER 5002028248001	*See schedule A for Vehicle information.
---------------------------------	--

Dear Jagdeep Sangha Transport Inc.,

This letter is a formal demand for payment in the amount of \$2,108.04.

You have 10 days from the issue date of this letter to pay Daimler Truck Financial Services Canada Corporation ("DTF"), the full amount in default indicated above. At this time, as part of your contractual obligation, we also require an update of your current vehicle insurance provider and policy number. Failure to remit payment and insurance information will result in one or more of the following actions:

- Repossession of the vehicle
- Commencement of legal proceedings
- Further deterioration of your credit standing

DTF will not grant any further time for payment. Time is of the essence. Therefore, your immediate action is necessary.

Ali Daamsa

Ali Daamsa

Collections Agent

1-877-275-1151 ext. 0102

Registered mail #

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*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002028248001

YEAR	MAKE	MODEL	VIN
2022	Hyundai Translead	Van Trailer	3H3V532K9NS340029
2022	Hyundai Translead	Van Trailer	3H3V532K5NS340030

This is Exhibit "T" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in cursive script, appearing to read "Danny Nunes", is written over a horizontal line.

A Commissioner for taking affidavits

Danny M. Nunes

(LSO #53802D)

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

February 13, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002101491001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 02/18/2022.
3. The total amount of indebtedness secured by the security is \$182,215.67 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, February 13, 2025

Daimler Truck Financial Services Canada Corporation

A. Evon

Alexandre Evon
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002101491001

YEAR	MAKE	MODEL	VIN
2022	Freightliner	PT126SLP	3AKJHHDRXNSNE3052
2022	Freightliner	PT126SLP	3AKJHHDR7NSNE3056

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002047470001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 09/14/2021.
3. The total amount of indebtedness secured by the security is \$92,836.03 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 8, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002047470001

YEAR	MAKE	MODEL	VIN
2018	Utility	Trailer	1UYVS2536J2198394
2018	Utility	Trailer	1UYVS2535J2198404
2018	Utility	Trailer	1UYVS2534J2369210
2018	Utility	Trailer	1UYVS2530J2369270
2018	Utility	Trailer	1UYVS2531J2994759

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002141253001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 07/09/2024.
3. The total amount of indebtedness secured by the security is \$772,941.65 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 8, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002141253001

YEAR	MAKE	MODEL	VIN
2021	Utility Trailer	Van Trailer	1UYVS3535M2014234
2021	Utility Trailer	Van Trailer	1UYVS3537M2014235
2021	Utility Trailer	Van Trailer	1UYVS3539M2014236
2021	Utility Trailer	Van Trailer	1UYVS3534M2014242
2021	Utility Trailer	Van Trailer	1UYVS3536M2014243
2021	Hyundai	Aluminum/ Steel	3H3V533C5MT714006
2021	Hyundai	Aluminum/ Steel	3H3V533C7MT714007
2021	Hyundai	Aluminum/ Steel	3H3V533C0MT714009
2021	Hyundai	Aluminum/ Steel	3H3V533C9MT714011
2021	Hyundai	Aluminum/ Steel	3H3V533C0MT714012

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002122745001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 04/23/2023.
3. The total amount of indebtedness secured by the security is \$497,938.59 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 8, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa

Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002122745001

YEAR	MAKE	MODEL	VIN
2023	CIMC Cool Globe	CR8000B	2SHSR5320PS002053
2023	CIMC Cool Globe	CR8000B	2SHSR5328PS002057
2023	CIMC Cool Globe	CR8000B	2SHSR5323PS002077
2023	CIMC Cool Globe	CR8000B	2SHSR5329PS002083
2023	CIMC Cool Globe	CR8000B	2SHSR5320PS002084
2023	CIMC Cool Globe	CR8000B	2SHSR532XPS002125

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002105956001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 05/18/2022.
3. The total amount of indebtedness secured by the security is \$283,620.66 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 8, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa

Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002105956001

YEAR	MAKE	MODEL	VIN
2022	Freightliner	PT126SLP	3AKJHHDR2NSNE3045
2022	Freightliner	PT126SLP	3AKJHHDR6NSNE3047
2022	Freightliner	PT126SLP	3AKJHHDR8NSNE3048

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 8, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002116518001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 12/20/2022.
3. The total amount of indebtedness secured by the security is \$323,364.86 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 8, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002116518001

YEAR	MAKE	MODEL	VIN
2023	Freightliner	PT126SLP	3AKJHHDR9PSUL8705
2023	Freightliner	PT126SLP	3AKJHHDR0PSUL8706

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 22, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002101491001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 02/18/2022.
3. The total amount of indebtedness secured by the security is \$170,662.04 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 22, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002101491001

YEAR	MAKE	MODEL	VIN
2022	Freightliner	PT126SLP	3AKJHHDRXNSNE3052
2022	Freightliner	PT126SLP	3AKJHHDR7NSNE3056

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 22, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002114719001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 10/31/2022.
3. The total amount of indebtedness secured by the security is \$242,113.30 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 22, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002114719001

YEAR	MAKE	MODEL	VIN
2023	Freightliner	PT126SLP	3AKJHHDRXPSUL8700
2023	Freightliner	PT126SLP	3AKJHHDR1PSUL8701

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

April 22, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002121629001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 05/01/2023.
3. The total amount of indebtedness secured by the security is \$324,247.97 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, April 22, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002121629001

YEAR	MAKE	MODEL	VIN
2024	Freightliner	PT126SLP	3AKJHHDR3RSUU8214
2024	Freightliner	PT126SLP	3AKJHHDR5RSUU8215

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

May 21, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER	YEAR	MAKE	MODEL	VIN
5002114719001	2023	Freightliner	PT126SLP	3AKJHHDR1PSUL8701

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 10/31/2022.
3. The total amount of indebtedness secured by the security is \$116,434.58 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, May 21, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections Agent

Registered Mail #

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

May 28, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002129162001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 09/24/2023.
3. The total amount of indebtedness secured by the security is \$365,379.81 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, May 28, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa

Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002129162001

YEAR	MAKE	MODEL	VIN
2024	Freightliner	PT126SLP	3AKJHHDRXRSUV3538
2024	Freightliner	PT126SLP	3AKJHHDR1RSUV3539

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

June 2, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002125321001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 07/12/2023.
3. The total amount of indebtedness secured by the security is \$338,749.29 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, June 2, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa

Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002125321001

YEAR	MAKE	MODEL	VIN
2024	Freightliner	PT126SLP	3AKJHHDR7RSUU8216
2024	Freightliner	PT126SLP	3AKJHHDR9RSUU8217

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

June 12, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002047470001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 09/14/2021.
3. The total amount of indebtedness secured by the security is \$60,634.09 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, June 12, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa

Ali Daamsa
Collections Agent

Registered Mail #

*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002047470001

YEAR	MAKE	MODEL	VIN
2018	Utility	Trailer	1UYVS2536J2198394
2018	Utility	Trailer	1UYVS2535J2198404
2018	Utility	Trailer	1UYVS2534J2369210
2018	Utility	Trailer	1UYVS2531J2994759

Form 86
Notice of Intention to Enforce a Security
(Rule 124)

June 12, 2025

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

To: Jagdeep Sangha Transport Inc., an Insolvent Person

Take notice that:

1. Daimler Truck Financial Services Canada Corporation, a secured creditor, intends to enforce its security on the insolvent person's property described below:

ACCOUNT NUMBER 5002028248001	<i>*See schedule A for Vehicle information.</i>
---------------------------------	---

2. The security that is to be enforced is in the form of Conditional Sale Contract dated 08/24/2021.
3. The total amount of indebtedness secured by the security is \$14,673.37 (Total Payoff Amount including taxes).
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Mississauga, June 12, 2025

Daimler Truck Financial Services Canada Corporation

Ali Daamsa
Ali Daamsa
Collections Agent

Registered Mail #


*Schedule A

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Account No. 5002028248001

YEAR	MAKE	MODEL	VIN
2022	Hyundai Translead	Van Trailer	3H3V532K9NS340029
2022	Hyundai Translead	Van Trailer	3H3V532K5NS340030

This is Exhibit "J" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

August 22, 2025

Sent via E-Mail and Courier: lakhvir@jsanghatransport.com

Jagdeep Sangha Transport Inc.
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Attention: Lakhvir Sangha

Dear Sir:

Re: Indebtedness of Jagdeep Sangha Transport Inc. ("**JST**") to Daimler Truck Financial Services Canada Corporation ("**DTF**") pursuant to the Conditional Sale Contracts (as defined herein)

We are counsel for DTF in connection with the above-noted matter.

We refer to the following conditional sale contracts:

- (a) conditional sale contract (#5002028248), dated August 24, 2021, between JST, as purchaser, and Transolutions Truck Centres Ltd. ("**Transolutions**"), as seller, and assigned to DTF;
- (b) conditional sale contract (#5002047470), dated September 14, 2021, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (c) conditional sale contract (#5002101491), dated February 18, 2022, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (d) conditional sale contract (#5002105956), dated May 18, 2022, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (e) conditional sale contract (#5002114719), dated October 31, 2022, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (f) conditional sale contract (#5002116518), dated December 20, 2022, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (g) conditional sale contract (#5002122745), dated April 23, 2023, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (h) conditional sale contract (#5002121629), dated May 1, 2023, between JST, as purchaser, and Transolutions, as seller, and assigned to DTF;
- (i) conditional sale contract (#5002125321), dated July 12, 2023, between JST, as purchaser, and PTG Mississauga Enterprises Limited Partnership ("**PTG**"), as seller, and assigned to DTF;

- (j) conditional sale contract (#5002129162), dated September 26, 2023, between JST, as purchaser, and PTG, as seller, and assigned to DTF; and
 - (k) conditional sale contract (#5002141253), dated July 9, 2024, between JST, as purchaser, and PTG, as seller, and assigned to DTF;
- (collectively, the “**Conditional Sale Contracts**”).

Capitalized terms used herein but not otherwise defined have the meanings given to them in the Conditional Sale Contracts, as applicable.

We also refer to the following notices of default and formal demands for payment, issued by DTF to JST (collectively, the “**Original Demands**”):

- (a) notice of default and formal demand for payment (#5002028248), dated June 12, 2025;
- (b) notices of default and formal demands for payment (#5002047470), dated April 8, 2025 and June 12, 2025;
- (c) notice of default and formal demand for payment (#5002101491), dated April 22, 2025 and February 13, 2025;
- (d) notice of default and formal demand for payment (#5002105956), dated April 8, 2025;
- (e) notices of default and formal demands for payment (#5002114719), dated April 22, 2025 and May 21, 2025;
- (f) notice of default and formal demand for payment (#5002116518), dated April 8, 2025;
- (g) notice of default and formal demand for payment (#5002122745), dated April 8, 2025;
- (h) notice of default and formal demand for payment (#5002121629), dated April 22, 2025;
- (i) notice of default and formal demand for payment (#5002125321), dated June 2, 2025;
- (j) notice of default and formal demand for payment (#5002129162), dated May 28, 2025; and
- (k) notice of default and formal demand for payment (#5002141253), dated April 8, 2025.

A notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* (Canada) was enclosed with each of the Original Demands.

JST is in default under each of the Conditional Sale Contracts by failing to make the monthly payments prescribed therein, which defaults are continuing and have not been cured. The dates of the initial defaults are set out in Schedule “A” hereto.

As at August 21, 2025, pursuant to the Conditional Sale Contracts, JST is indebted to DTF in the amount of \$3,755,047.37 (the “**Outstanding Indebtedness**”), as more particularly set out Schedule “B” hereto. Pursuant to each Conditional Sale Contract, if JST shall fail to pay when due any amount payable

thereunder, or shall default in the performance of any of the agreements or covenants thereunder, the total amounts owing thereunder shall, at DTF's option (as assignee), become immediately due and payable.

On behalf of DTF, we hereby make formal demand on JST for payment of the full amount of the Outstanding Indebtedness, together with all interest accruing and all costs and legal fees incurred by DTF after August 21, 2025. Payment is required to be made immediately.

The Conditional Sale Contracts each provide for an interest rate on all overdue payments at a rate of 18% per annum. Interest and enforcement costs (including, without limitation, legal fees incurred prior to and subsequent to the date hereof) continue to accrue on the Outstanding Indebtedness until it is paid in full.

In the event that you fail to pay the sum indicated, DTF shall pursue its remedies against you.

Yours truly,

Dentons Canada LLP

A handwritten signature in black ink, appearing to read 'Sara-Ann Wilson', with a stylized, looping flourish.

Sara-Ann Wilson

cc. Daimler Truck Financial Services Canada Corporation

Marryam Singh, counsel to Jagdeep Sangha Transport Inc., marryam@amlawyers.ca

Schedule "A"

Dates of Initial Defaults under the Conditional Sale Contracts

Contract Number	Date of Contract	Vehicle Serial Number(s)	Date of Initial Default
5002028248	08/24/2021	3H3V532K9NS340029 3H3V532K5NS340030	06/08/2025
5002047470	09/14/2021	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	05/31/2025
5002101491	02/18/2022	3AKJHHDR9NSNE3043 3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	02/04/2025
5002105956	05/18/2022	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	04/02/2024
5002114719	10/31/2022	3AKJHHDRXPSUL8700 3AKJHHDR1PSUL8701	5/15/2025
5002116518	12/20/2022	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	4/3/2025
5002122745	04/23/2023	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	02/07/2025
5002121629	05/01/2023	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	04/15/2025
5002125321	07/12/23	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	05/26/2025
5002129162	09/26/2023	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	05/23/2025
5002141253	07/09/2024	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243 3H3V533C5MT714006	03/23/2025

Contract Number	Date of Contract	Vehicle Serial Number(s)	Date of Initial Default
		3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012	

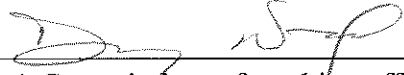
Schedule "B"

**Outstanding Indebtedness of Jagdeep Sangha Transport Inc. to
Daimler Truck Financial Services Canada Corporation
as of August 21, 2025 (all amounts CAD)**

Contract Number	Date of Contract	Vehicle Serial Number(s)	Payments Balance	Late Fees & Bailiff Charges	Default Interest (18%)	Total Amount Owning
5002028248	08/24/2021	3H3V532K9NS340029 3H3V532K5NS340030	\$14,644.05	\$2,316.2	\$534.41	\$17,494.66
5002047470	09/14/2021	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	\$74,636.61	\$8,661.15	\$3,018.18	\$86,315.94
5002101491	02/18/2022	3AKJHHDR9NSNE3043 3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	\$174,920.22	\$3,666.10	\$17,079.88	\$195,666.20
5002105956	05/18/2022	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	\$283,365.90	\$9,511.06	\$19,703.63	\$312,580.59
5002114719	10/31/2022	3AKJHHDRXPSUL8700 3AKJHHDR1PSUL8701	\$232,081.30	\$5,081.15	\$11,216.20	\$248,378.65
5002116518	12/20/2022	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	\$323,018.06	\$14,798.69	\$22,301.52	\$360,118.27
5002122745	04/23/2023	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	\$253,639.24	\$4,563.69	\$16,010.54	\$274,213.47
5002121629	05/01/2023	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	\$518,397.95	\$19,740.59	\$49,851.42	\$587,989.96
5002125321	07/12/23	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	\$337,512.74	\$3,848.78	\$14,480.68	\$355,842.20
5002129162	09/26/2023	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	\$364,284.48	\$8,074.76	\$16,168.24	\$388,527.48
5002141253	07/09/2024	1UYVS3535M2014234 1UYVS3537M2014235	\$769,390.64	\$16,932.90	\$57,293.25	\$843,616.79

Contract Number	Date of Contract	Vehicle Serial Number(s)	Payments Balance	Late Fees & Bailiff Charges	Default Interest (18%)	Total Amount Owning
		1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243 3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012				
Totals			\$3,345,891.19	\$97,195.07	\$227,657.95	\$3,670,744.23
Legal Fees (up to August 21, 2025)						\$84,303.14
TOTAL						\$3,755,047.37

This is Exhibit "K" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.



A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

From: Daamsa, Ali (713) (EXT)
To: Accounting
Cc: lakhasangha@yahoo.com; Manwal Manoj
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Date: May 2, 2025 11:53:00 AM
Attachments: image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png
image010.png
image012.png
image013.png
image014.png
image015.png
image016.png
image017.png
image018.png
image019.png
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image021.png
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image023.png
image024.png
image025.png
image026.png
Importance: High

Good afternoon,

Payment has still not been received on our end as per the confirmation provided by you. Online payment should not take more than 1-3 days to be received. Kindly advise of the delay.

Bailiff will remain active until the funds are received in-full. Please note, you will also have a pending repossession-charge on the account that will need to be addressed to close.

If payment is not received by end of day, we will be assigning **more** files for seizure as you have still not addressed the balances as promised.

As of today, these are your current delinquencies..

Account Number	Customer Name	DPD	Total Amount Past Due	Total Late Charges	Total O/S Balance	Term
5002122745	Jagdeep Sangha Transport Inc.	55	\$28,732.06	\$1,368.20	\$575,665.00	18 / 63
5002105956	Jagdeep Sangha Transport Inc.	29	\$10,715.54	\$510.26	\$306,694.50	30 / 63
5002116518	Jagdeep Sangha Transport Inc.	28	\$10,279.09	\$489.48	\$362,722.01	23 / 63
5002101491	Jagdeep Sangha Transport Inc.	27	\$6,997.64	\$333.22	\$180,127.47	33 / 64
5002028248	Jagdeep Sangha Transport Inc.	23	\$2,213.44	\$105.40	\$19,051.33	39 / 51
5002114719	Jagdeep Sangha Transport Inc.	16	\$11,814.14	\$562.58	\$259,454.60	25 / 51
5002121629	Jagdeep Sangha Transport Inc.	16	\$12,729.97	\$606.19	\$352,212.07	19 / 51
5002141253	Jagdeep Sangha Transport Inc.	8	\$17,303.28	\$865.16	\$899,279.82	8 / 60
5002125321	Jagdeep Sangha Transport Inc.	5	\$12,325.22	\$0.00	\$383,080.88	17 / 51

Thank you.

Sincerely,
 Ali Daamsa
 Fleet Analyst

Daimler Truck Financial Services Canada Corporation
 2680 Matheson Blvd. East, Suite 202
 Mississauga, ON L4W 0A5



Tel: 877-275-1151 ext. 0102
 Fax: 833-902-3858
 Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 28, 2025 4:03 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Manwal, Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Please find the proof of payment below.

Confirmation Number 	Status
J4U8L6	Successful
Payment To	DAIMLER TRUCK FINANCIAL - 500 2122745
From Account	TD UNLIMITED BUSINESS PLAN
Current Balance	
Amount	\$28,732.06
Frequency	One Time
Take from my account on	Apr 28, 2025

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: April 25, 2025 12:51 PM
To: Accounting <accounting@jsanghatransport.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hello,

We cannot change your monthly payment amount no matter how minimal. You need to completely lift the stop-payment as mentioned to you previously.

If the stop-payment is lifted, there would be no need to alter amounts. Kindly lift it completely for future payments to clear and make online payments for your arrears by **Monday**.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 25, 2025 12:54 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

One payment of 23rd April has gone successfully from the bank, and one has come back. So, for the future payments you can change the amount by some cents, then it will go successfully. Please do not send Bailiff, we will clear all the account balances soon.

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: April 25, 2025 11:18 AM
To: Accounting <accounting@jsanghatransport.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

Due to your payments continuing to return 'stopped' as of April 23rd, 2025, your accounts remain delinquent despite the online payments made recently. You were required to bring **all accounts** up to date and remove the 'stop' payment.

Bailiff has been **issued** on the highlighted accounts. Remaining will follow if amounts are not addressed in a timely manner.

You have been given an extended amount of time; we will no longer delay. We will revisit your remaining accounts on **Monday** to review for further assignments, please ensure payment confirmations are received by then to avoid further escalations to your accounts.

Account Number	Customer Name	DPD	Total Amount Past Due
5002028248	Jagdeep Sangha Transport Inc.	16	\$2,213.44
5002047470	Jagdeep Sangha Transport Inc.	0	Up To Date (Next Payment April 30th, 2025)
5002101491	Jagdeep Sangha Transport Inc.	20	\$6,997.64
5002105956	Jagdeep Sangha Transport Inc.	22	\$10,715.54
5002114719	Jagdeep Sangha Transport Inc.	9	\$11,251.56
5002116518	Jagdeep Sangha Transport Inc.	21	\$10,279.09
5002121629	Jagdeep Sangha Transport Inc.	9	\$12,123.78
5002122745	Jagdeep Sangha Transport Inc.	48	\$28,732.06
5002125321	Jagdeep Sangha Transport Inc.	0	Up To Date (Next Payment April 26th, 2025)
5002129162	Jagdeep Sangha Transport Inc.	0	Up To Date (Advise if April 23rd, 2025 will clear)
5002141253	Jagdeep Sangha Transport Inc.	32	\$17,303.28

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 23, 2025 4:36 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Manwal,Manoj <MManwal@premiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Please find the attached payment confirmation. Thank you for your co-operation.

Apr 23, 2025	DAIMLER H6X8Y6	9,926.69
Apr 23, 2025	DAIMLER H6X8Y4	12,941.48
Apr 23, 2025	DAIMLER H6X8X2	18,218.44

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>

Sent: April 23, 2025 11:13 AM

To: Accounting <accounting@jsanghatransport.com>; Manwal,Manoj <MManwal@premiertruck.com>

Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Importance: High

Hello,

@Manwal,Manoj , can you please provide an update on this?

Bailiff is ready to proceed, we are still waiting for the confirmation from their bank that the stop payment has been lifted as payments still returned.

Let me know urgently where this is heading and what the timeline looks like as of today.

As well, please advise if MPI has indicated that the claims will be completed by Friday or why the customer needs until then specifically?

Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102

Fax: 833-902-3858

Email: ali.daamsa@daimlertruck.com

www.daimler-truckfinancial.ca



From: Daamsa, Ali (713) (EXT)

Sent: April 22, 2025 11:51 AM

To: Accounting <accounting@jsanghatransport.com>; Manwal,Manoj <MManwal@premiertruck.com>

Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Importance: High

Hello,

Thank you for providing the claim information.

We are still waiting on a confirmation from your bank that stop-payments have been lifted. Your recent payments returned stopped.

Kindly provide a letter or email from your bank confirming that it's been lifted.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca

40 YEARS

DAIMLER TRUCK
Financial Services

From: Accounting <accounting@jsanghatransport.com>
Sent: April 22, 2025 11:42 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Manwal,Manoj <MManwal@premiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Please find the attached details of claims. Sorry for this, email was showing in outbox.

3AKJHHR7PSUL8704

Claim no. 74241974 truck

Claim no. 74241985 trailer

Claim no. 74271676 cargo

3AKJHHR8JKA3229

Claim no. 74446956 truck

Claim no. 74446960 trailer

Claim no. 74465974 cargo

Trevor Thompson, BA

Commercial Specialist

Manitoba Public Insurance | Commercial Claims

T: 204-729-9406 | F: 204-729-9425 | W: tthompson@mpi.mb.ca

Toll Free 1-855-493-6233 ext 9406

Brandon Service Centre

731 1st Street, Brandon Manitoba, R7A 6C3

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: April 21, 2025 1:09 PM
To: Accounting <accounting@jsanghatransport.com>; Manwal,Manoj <MManwal@premiertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

None of the provided is sufficient. Please provide the claim numbers, related VINs, and contact of the insurance adjustor handling the files. You need to provide context.

As well, please provide an email or statement from your bank confirming that all the stop-payments have been lifted. Your recent payments continue to return due to it.

Kindly provide on an urgent basis.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 21, 2025 2:05 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Manwal,Manoj <MManwal@premiertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Please find the attached conversation of ongoing claims and stop payment has been removed from bank.

From: Simranpreet Singh <Simranpreet@jsangha>
Sent: Thursday, April 3, 2025 11:13 AM
To: Thompson, Trevor <TThompson@mpi.mb.ca>; Ranjeet K <accounting@jsanghatransport.com>;
Cc: Carrierpayables <carrierpayables.ca@online>
Subject: RE: Incident# 2836

CAUTION: [EXTERNAL] This message com

Hi Trevor,

Is there any update on this ?

Regards,

From: Thompson, Trevor <TThompson@mpi.mb>
Sent: March 3, 2025 9:15 AM
To: Transportclaims <TransportClaims.ca@onelin>; Fleet <fleet.c>
Cc: Carrierpayables <carrierpayables.ca@online>
Subject: RE: Incident# 2836

Good morning,

The MPI cargo claim number is 74271676.

From: Thompson, Trevor
Sent: Monday, March 17, 2025 8:24 AM
To: Cecile <Cecile@simtaxinc.com>; Safety Jagdeep Sangha
Cc: Lakhvinder Singh <Lakhvinder@jsanghatransport.com>
Subject: RE: new Claim

Good morning,

I will ask for 3 claims to be opened.
I also require the dashcam video. Thanks

Trevor Thompson, BA
Commercial Specialist
Manitoba Public Insurance | Commercial Claims
T: 204-729-9405 | F: 204-729-9425 | W: tthompson@mpi.mb.ca
Toll Free 1-855-493-6233 ext 9405
Brandon Service Centre
731 1st Street, Brandon Manitoba, R7A 6C3

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: April 21, 2025 11:44 AM
To: Manwal,Manoj <MManwal@premiertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Accounting <accounting@jsanghatransport.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Good afternoon,

I have spoken to Manoj today who has relayed that you currently have open claims with MPI and are waiting for them to be closed by the end of this week. This has not been communicated to us previously which is not acceptable – as well you mentioned previously that it was due to fraud activity on your accounts instead of insurance. **Please clarify.**

Regardless, your accounts must remain up to date during all insurance claims which has not been done.

You will have until **Wednesday** to provide full arrears that have been outlined. This arrangement is also **contingent** on all MPI claim information to be provided today – alongside confirmation that your stop-payment has been lifted from your banking institute.

If the information is not provided in the coming hours, we will be issuing bailiff for seizure.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Manwal,Manoj <MManwal@premiertruck.com>
Sent: April 21, 2025 12:18 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Accounting <accounting@jsanghatransport.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Good morning Ali,

I noticed I missed your call earlier. I just tried calling you back, but wasn't able to reach you.

Please give me a call when you're available at **204-881-1318**.

Thanks,
Manoj Manwal

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: Monday, April 21, 2025 10:37 AM
To: Lakhvir Singh <lakhasangha@yahoo.com>; Accounting <accounting@jsanghatransport.com>
Cc: Manwal,Manoj <MManwal@premiertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Good morning,

It has come to our attention that payment confirmation has not been received, and your payments continue to return due to stopped payments.

We will be issuing bailiff today to initiate seizure efforts for the units mentioned previously.

To avoid seizure efforts, we will require payment confirmations **today** and an email from your bank confirming that you've lifted of all stop-payments.

If we do not receive the requested documentation and payments **today** – seizure efforts will begin.

Kindly see your updated delinquency below:

Account Number	Customer Name	Total Amount Past Due
5002028248	Jagdeep Sangha Transport Inc.	\$2,108.04
5002047470	Jagdeep Sangha Transport Inc.	\$9,926.69
5002101491	Jagdeep Sangha Transport Inc.	\$6,997.64
5002105956	Jagdeep Sangha Transport Inc.	\$10,715.54
5002114719	Jagdeep Sangha Transport Inc.	\$11,251.56
5002116518	Jagdeep Sangha Transport Inc.	\$10,279.09
5002121629	Jagdeep Sangha Transport Inc.	\$12,123.78
5002122745	Jagdeep Sangha Transport Inc.	\$28,732.06
5002125321	Jagdeep Sangha Transport Inc.	\$12,941.48
5002141253	Jagdeep Sangha Transport Inc.	\$18,218.44
TOTAL:		\$123,294.32

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 16, 2025 2:56 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Cc: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Thanks for reminding us, we are working on it to clear it.

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: April 16, 2025 1:07 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Cc: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

This is a reminder that your payments are due **April 18th, 2025**. Failure to provide payment by that date will result in the assignment of a bailiff for seizure or the commencement of legal proceedings.

Please see your updated delinquency below.

Account Number	Customer Name	DPD	Total Amount Past Due
5002028248	Jagdeep Sangha Transport Inc.	7	\$2,108.04
5002047470	Jagdeep Sangha Transport Inc.	15	\$9,926.69
5002101491	Jagdeep Sangha Transport Inc.	11	\$6,997.64
5002105956	Jagdeep Sangha Transport Inc.	13	\$10,715.54
5002116518	Jagdeep Sangha Transport Inc.	12	\$10,279.09
5002122745	Jagdeep Sangha Transport Inc.	39	\$28,047.96
5002125321	Jagdeep Sangha Transport Inc.	20	\$12,941.48
5002141253	Jagdeep Sangha Transport Inc.	23	\$18,218.44
			\$99,234.88

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: April 11, 2025 2:03 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Good afternoon,
We will make your missed payments soon and will send you proof of that. The stop payment has been removed from Bank account so your future payments will not return.
Sorry for this inconvenience.

Thank you.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: April 11, 2025 11:43 AM
To: Accounting <accounting@jsanghatransport.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Good Morning,

Full payment for arrears must be sent by the 18th, not the first payment towards arrears. If any accounts are past due by the 19th the bailiff will be assigned for those files. Currently your accounts are past due for:

Account Number	Days past Due	Total Amount Past Due
5002122745001	34	\$28,047.96
5002141253001	18	\$18,218.44
5002125321001	15	\$12,941.48
5002047470001	10	\$9,455.18
5002105956001	8	\$10,205.28
5002116518001	7	\$9,789.61
5002101491001	6	\$6,664.42
5002028248001	2	\$2,108.04
		\$97,430.41

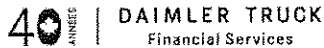
Please provide proof of payment for full arrears by the 18th to avoid further escalations. You **must** lift your stop payment on your bank account or provide a new void cheque so your future monthly payments clear as your payments have continued to return "Payment Stopped."

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>

Sent: April 9, 2025 11:11 AM

To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com

Cc: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi there,

Sorry for this inconvenience, we will clear this balance within 10 days and will send you payment confirmations.

Thanks for your confirmation.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>

Sent: April 8, 2025 10:28 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; MManwal@premiertruck.com

Cc: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Subject: DAIMLER - Jagdeep Sangha Transport Inc.

Importance: High

Hello,

Please be advised, **final notice** has been issued onto your accounts due to multiple past-due balances. Kindly see below and attached.

Account Number	Total Past-Due Balance
5002141253	\$18,218.44
5002125321	\$12,941.48
5002047470	\$9,455.18
5002105956	\$10,205.28
5002122745	\$14,366.03
5002116518	\$9,789.61

You have **10 days** from the issue date of this letter to pay **Daimler Truck Financial Services Canada Corporation** the full amount in default. Please note, failure to address the balance within the timeframe stated may result in repossession or the commencement of legal proceedings.

Attached, you'll find two documents to assist you in making the payment through wire transfer or online banking. Kindly forward proof of the transaction once complete.

If you have any questions, feel free to reach out and discuss.

Thank you.

Sincerely,

Ali Daamsa

Account Manager

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202

Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102

Fax: 833-902-3858

Email: ali.daamsa@daimlertruck.com

www.daimler-truckfinancial.ca



From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Sent: April 7, 2025 10:32 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good Morning,

You had advised you needed 2-3 days and would be sending a bill payment, it's been a week and we haven't received anything. You are also still in arrears for the March payment for 5002122745001 with the April payment due today.

Please provide proof of payment by the end of the day.

Thank you.

Kind Regards,

Alex Evon

Account Manager

Daimler Truck Financial Services Canada

2680 Matheson Blvd East, #202

Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052

Email: alexandre.evon@daimlertruck.com

www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>

Sent: April 7, 2025 10:23 AM

To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Good morning,

We just want to inform you that our owner is coming back today in the evening time as earlier we informed you that there is a problem ongoing

in our account due to fraud activity suspected, so Lakhvir will visit the bank to sorted out this and we will send your missing payments by bill payments.

Thank you.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: April 7, 2025 8:16 AM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good Morning,

I hope you had a good weekend.

Your payments have been returning "Funds not Cleared" or "Payment Stopped."

Currently your accounts are past due for:

Account Number	Days Past Due	Total Amount Past Due
5002122745001	28	\$14,366.03
5002141253001	12	\$18,218.44
5002125321001	9	\$12,325.22
5002047470001	4	\$9,455.18
5002105956001	2	\$10,205.28

Please find the attached Online Payment or Wire information to send immediate payment. Please be aware that we will be issuing final notices on these accounts.

If you are having ongoing banking issues, please provide a new void cheque so your future monthly payments clear.

Please provide immediate proof of payment for your arrears.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: March 31, 2025 4:05 PM
To: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

This is to inform you that the recent payments \$17303.28, \$12197.51, and \$12325.22 are pending due to account hold by bank as they suspect fraud activity in our account.
So, bank will take 2-3 days to sorted out this. That's why please do not try to take those payments again and again from account, We will pay

you by bill payment from our account.

Thanks.

From: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Sent: March 28, 2025 3:43 PM

To: Accounting <accounting@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hello,

Why sent only \$12,325.22? this amount won't even cover your monthly payment. Total amount owing is \$14,366.03, please send the difference \$2,040.81


Thank you

Nadine Zagraoui
Senior Fleet Workout Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 1-877-275-1151 EXT #37002
Email: nadine.zagraoui@daimlertruck.com
www.daimler-truckfinancial.ca



Thanks & Regards 

From: Accounting <accounting@jsanghatransport.com>

Sent: Friday, March 28, 2025 4:31 PM

To: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Please find the proof of payment.

Mar 25, 2025	DAIMLER X2Q3L8	12,325.22
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Thanks.

From: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Sent: March 24, 2025 1:56 PM

To: Accounting <accounting@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hello,

Thankyou the payment

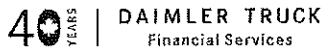
We still need \$14,366.03 to cover for March payment for # 5002122745001.

Please ensure to lift the stop at your financial institution for your payments to clear the account

Nadine Zagraoui
Senior Fleet Workout Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 1-877-275-1151 EXT #37002
Email: nadine.zagraoui@daimlertruck.com
www.daimler-truckfinancial.ca





Thanks & Regards

From: Accounting <accounting@jsanghatransport.com>
Sent: Monday, March 24, 2025 12:26 PM
To: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Please find the attached payment confirmation.

Confirmation Number ⓘ	Status
W7L7J6	Successful
Payment To	DAIMLER TRUCK FINANCIAL – 500 2122745 001 (DAIMLER)
From Account	TD UNLIMITED BUSINESS PLAN 5246317
Current Balance ⓘ Mar 24, 2025	
Amount	\$14,366.03
Frequency	One Time
Take from my account on	Mar 24, 2025

Confirmation Number 

W7L7W5

Status


Successful

Payment To

**DAIMLER TRUCK FINANCIAL - 500 2028248 001
(DAIMLER)**

From Account

**TD UNLIMITED BUSINESS PLAN
5246317**

Current Balance  Mar 24, 2025



Amount

\$2,318.84

Frequency

One Time

Take from my account on

Mar 24, 2025

From: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Sent: March 21, 2025 3:13 PM

To: Accounting <accounting@jsanghatransport.com>; Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Importance: High

Hi,

We understand your current situation; however, this is unfortunately unacceptable. One of your accounts is already two payments behind due to a stop in payments from your side. While we have been exceedingly supportive over the past couple of years and continue to offer assistance, we regret to inform you that no further help can be provided in this matter.

We strongly recommend that you consider surrendering any units that you are unable to pay for and focus on retaining those that are generating income for you. Please be advised that if we do not receive a payment by Monday at 12 PM EST, we will have no choice but to instruct the bailiff to proceed with seizing assets. This decision is final, and no exceptions will be made. We have already extended the payment deadline, and this is an additional grace period being offered.

Thank you for understanding and have a good day.

Regards,

Moe Qube

Manager, Collections & Loss Recovery

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202

Mississauga, ON L4W 0A5

Tel: 416-459-9380

Fax: 833-902-3858

Email: Mohammad.Abu-Qube@daimlertruck.com

www.daimler-truckfinancial.ca

DAIMLER TRUCK

Financial Services

From: Accounting <accounting@jsanghatransport.com>

Sent: March 21, 2025 3:38 PM

To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

We really appreciate your assistance, but we are also dependent on our customer payments as we have one claim issue with company and they have held our funds until claim will resolve, and other company said this is Quarter end, so they will release payment in starting of April month. We are not denying making your payments, we will clear it soon, some of the amount we will pay to you on Monday evening and will send you proof as well.

Please try to understand our situation.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Sent: March 21, 2025 9:40 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Importance: High

Good Morning,

You have already been provided time. All these payments should have been received around mid to end February as per our arrangement but you have continued to push back the dates and stop payments.

Each time we are promised an amount we get sent less and on a later date than what was promised. If we do not receive payment for 5002122745001 - \$28,732.06 by 4pm EST we will assign your file to the bailiff.

Please be aware that 5002028248001 is also still past due for \$2,318.84.

Final notices have been issued and expired. No more time will be provided. We need immediate proof of payment.

Thank you.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>

Sent: March 19, 2025 3:43 PM

To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Good afternoon,

We will make your rest of the payment soon as we are just waiting for payments from customers, we are sending you payment confirmations as we are receiving the payments from them.

This is a humble request to you that please allow us some time, we will not stop your any future payments, please understand our situation as

the remaining balance will be cleared out soon. We also appreciate your assistance.

Thanks for your co-operation.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: March 19, 2025 2:21 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha
Importance: High

Good afternoon,

The amount we agreed on was \$20,000 yesterday with \$12,000 today. Please provide proof of payment for \$21,000 to avoid further escalations.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca




From: Accounting <accounting@jsanghatransport.com>
Sent: March 18, 2025 4:52 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal, Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Please find the attached payment confirmation, rest of the proof we will send you soon.

Thanks.

Confirmation Number ⓘ	Status
R8Y5X8	Successful
Payment To	DAIMLER TRUCK FINANCIAL - 500 2114719 001 (DAIMLER)
From Account	TD UNLIMITED BUSINESS PLAN 5246317
Current Balance ⓘ Mar 18, 2025	
Amount	\$11,814.14
Frequency	One Time
Take from my account on	Mar 18, 2025

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>

Sent: March 18, 2025 3:16 PM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good afternoon,

We discussed with Manoj, we will accept \$20,000 today, \$12,000 tomorrow or Thursday, with the remaining \$10,000 sent next week. If we do not receive proof of payment for \$20,000 by the end of the day we will not be accepting any more payment arrangements and will be issuing the bailiff.

Thank you.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Evon, Alexandre (713)

Sent: March 18, 2025 8:59 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Importance: High

Good Morning,

No proof of payment was received. We are beginning to issue the bailiff.

To save on bailiff and towing fees you can begin to surrender units at Ritchie Brothers in Brandon. Please let them know it's for lot D56 and send us confirmation.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Evon, Alexandre (713)

Sent: March 17, 2025 5:04 PM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>

Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>

Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha
Importance: High

Good afternoon,

Thank you for the update. Please be aware we have yet to receive proof of payment. We will not provide you with anymore time, today will be your last day to stick to a payment arrangement.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: March 17, 2025 3:55 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

We will make your payment and will share you proof as well.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: March 17, 2025 2:47 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha
Importance: High

Good afternoon,

If we do not receive proof of payment for your full arrears as promised we will escalate your file to third parties.

Thank you.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Evon, Alexandre (713)
Sent: March 17, 2025 12:46 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good Morning,

I hope you had a good weekend.

The below payments were received. Currently your accounts are past due for:

Account Number	Total Amount Past Due
5002122745001	\$28,047.96
5002114719001	\$11,814.14
5002028248001	\$2,213.44
	\$42,075.54

Please provide immediate proof of payment for remaining arrears, as promised.

Thank you.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5


PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca


40 ANNES | **DAIMLER TRUCK**
Financial Services

From: Accounting <accounting@jsanghatransport.com>
Sent: March 13, 2025 12:42 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Please find the attached payment confirmation.

Payment To **DAIMLER TRUCK FINANCIAL - 500 2121629 001**
(DAIMLER)
From Account **TD UNLIMITED BUSINESS PLAN**
5246317
Current Balance Mar 13, 2025 
Amount **\$14,548.54**
Frequency **One Time**
Take from my account on **Mar 13, 2025**

Payment To **DAIMLER TRUCK FINANCIAL - 500 2129162 001**
(DAIMLER)
From Account **TD UNLIMITED BUSINESS PLAN**
5246317
Current Balance Mar 13, 2025 
Amount **\$2,093.09**
Frequency **One Time**
Take from my account on **Mar 13, 2025**

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: March 13, 2025 10:45 AM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <rmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha
Importance: High

Good Morning,

I've checked with our accounting department and no funds were received. Currently your accounts are past due for:

Account Number	Days Past Due	Total Amount Past Due
5002122745001	33	\$28,047.96
5002114719001	25	\$11,814.14
5002121629001	25	\$14,548.54
5002028248001	4	\$2,213.44
5002129162001	0	\$2,093.09
		\$58,717.17

To save on bailiff and towing fees you can begin to surrender your units at Ritchie Brothers in Brandon. No more time will be provided. You had promised to originally send payment at the end of February but you have continued to stop your payments and no funds have been sent as promised.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca

From: Evon, Alexandre (713)
Sent: March 12, 2025 4:53 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good afternoon,

That is not what we agreed. If \$20,000 is not received in our account by tomorrow morning the bailiff will be issued.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: March 12, 2025 4:51 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

This is just to inform you that we will make some of the payment tomorrow and we will send you proof of payment, rest of the payment will be made on Monday.
Thanks for your understanding and co-operation.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: March 12, 2025 12:42 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Good afternoon,

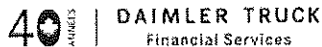
If we do not receive proof of payment for \$20,000 by the end of the day we will issue the bailiff. The remaining arrears will need to be sent on Monday.

Kind Regards,

Alex Evon
Account Manager

Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052
Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: March 12, 2025 12:00 PM
To: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha

Hi there,

Good Morning,

Sorry for this inconvenience, we will clear out your balance on Monday as we are getting payments late from our customers and our cheques are on hold.

Please try to understand our situation. We much appreciate to you for this kindness.

Thanks.

From: Evon, Alexandre (713) <alexandre.evon@daimlertruck.com>
Sent: March 12, 2025 10:25 AM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Singh <lakhasangha@yahoo.com>; Manwal,Manoj <mmanwal@premiertruck.com>
Cc: Zagraoui, Nadine (713) <nadine.zagraoui@daimlertruck.com>
Subject: RE: REGARDING DAIMLER PAYMENT - Jagdeep Sangha
Importance: High

Good Morning,

We never received proof of payment. Not only did we not receive proof of payment, but your March payment returned "Payment Stopped" for 5002122745001 and you are now 2 months past due on this account.

Currently your accounts are past due for:

Account Number	Days Past Due	Total Amount Past Due
5002122745001	32	\$28,047.96
5002114719001	24	\$11,814.14
5002121629001	24	\$14,548.54
5002028248001	3	\$2,213.44
5002129162001	0	\$2,093.09
		\$58,717.17

If you do not provide proof of payment for your full arrears immediately we will be issuing the bailiff tonight. We've already issued final notices on all these accounts in February and will not provide you with anymore time.

Kind Regards,

Alex Evon
Account Manager

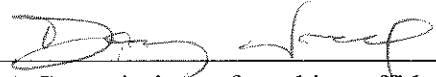
Daimler Truck Financial Services Canada
2680 Matheson Blvd East, #202
Mississauga, ON L4W 0A5

PH: 877-275-1151 ext 37052

Email: alexandre.evon@daimlertruck.com
www.daimler-truckfinancial.ca



This is Exhibit "L" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny Nunes", is written over a horizontal line.

A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

From: [Manwal,Manoj](#)
To: [Daamsa, Ali \(713\) \(EXT\); DTFS Canada - Collections, Pool-ID \(713-PID\)](#)
Cc: [accounting; lakhasangha@yahoo.com](#)
Subject: Trailer Surrender -- Drop-Off Location Request
Date: May 6, 2025 4:54:35 PM
Attachments: [image001.png](#)

Good afternoon,

Please see the message below from Lakhvir, who has volunteered to surrender the trailers listed.

Could you kindly advise on the appropriate location where these units can be dropped off?

Agreement no. 5002114719

3AKJHHDRXPSUL8700

3AKJHHDR1PSUL8701

Agreement no.5002121629

3AKJHHDR3RSUU8214

3AKJHHDR5RSUU8215

Agreement no.5002122745

2SHSR5320PS002053

2SHSR5328PS002057

2SHSR5323PS002077

2SHSR5329PS002083

2SHSR5320PS002084

2SHSR532XPS002125

Agreement no.500215321

3AKJHHDR7RSUU8216

3AKJHHDR9RSUU8217

Agreement no.5002129162

3AKJHHDRXRSUV3538

3AKJHHDR1RSUV3539

Thank you for your assistance.

Manoj Manwal

Financial Services Manager

Premier Truck Group of Winnipeg

(204) 631-0557 (Direct)

(204) 881-1318 (Mobile)

(204) 694-6000 (Fax)

mmanwal@premiertruck.com



From: Lakhvir Singh <lakhasangha@yahoo.com>

Sent: Tuesday, April 29, 2025 3:11 PM

To: Manwal, Manoj <mmanwal@premiertruck.com>; Lakhvir Sangha <lakhvir@jsanghatransport.com>

Subject: REGARDING DAIMLER AND DYNAMIC

Hi Manoj,

Please find the below Vin numbers of DAIMLER and Dynamic we want to surrender these units.

Agreement no. 5002114719

3AKJHHDRXPSUL8700

3AKJHHDR1PSUL8701

Agreement no. 5002121629

3AKJHHDR3RSUU8214

3AKJHHDR5RSUU8215

Agreement no. 5002122745

2SHSR5320PS002053

2SHSR5328PS002057

2SHSR5323PS002077

2SHSR5329PS002083

2SHSR5320PS002084

2SHSR532XPS002125

Agreement no.500215321
3AKJHHDR7RSUU8216
3AKJHHDR9RSUU8217

Agreement no.5002129162
3AKJHHDRXRSUV3538
3AKJHHDR1RSUV3539

Dynamic units

2TX1FMB21PE240001
2TX1FMB25PE240002
2TX1FMB25PE240003
2TX1FMB27PE240004
2TX1FMB29PE240005

2TX1FMB22PE240007
2TX1FMB24PE240008
2TX1FMB26PE240009
2TX1FMB22PE240010

Thank you.

Best regards,

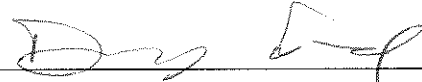
Lakhvir Sangha

Director, Jagdeep Sangha Transport Inc.

387 Goldenrod Drive Road | Rosser | Manitoba | R0C 3A0 Canada

O: (204)-615-2637 | C: (204)-298-1721 lakhvir@jsanghatransport.com
dispatch@jsanghatransport.com
<https://jsanghatransport.com/>

This is Exhibit "M" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in dark ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

From: [MidCan Admin](#)
To: [Daamsa, Ali \(713\) \(EXT\); Abu-Qube, Mohammad \(713\)](#)
Subject: Jagdeep Sangha File# 5002105956 - UPDATE
Date: May 16, 2025 2:41:09 PM

Jagdeep Sangha	5002105956	3AKJHHDR6NSNE3047	2022	Freightliner Cascadia
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Good afternoon, this unit was located today at Jagdeep sangha's yard. It's been in a wreck and stripped. Just the cab sitting on the ground. Photos attached. Please let me know if you need further info. I would assume that you do not want us to repossess this?

JK



From: Noah Lexier <nlexier@rrfs.ca>
Sent: May 16, 2025 1:21 PM
To: MidCan Admin <admin@midcan.ca>
Subject: JAGDEEP SANGHA WRECK

Noah Lexier
Operations
Office – [204-697-5400](tel:204-697-5400)
Fax – [204-668-0778](tel:204-668-0778)
nlexier@rrfs.ca

From: [MidCan Admin](#)
To: [Daamsa, Ali \(713\) \(EXT\); Abu-Qube, Mohammad \(713\)](#)
Subject: Located - Jagdeep Sangha File# 5002105956
Date: May 20, 2025 4:13:49 PM

Jagdeep Sangha	5002105956	3AKJHHDR2NSNE3045	2022	Freightliner Cascadia
----------------	------------	-------------------	------	-----------------------

Hi Ali, this truck was located at a towing yard today. It's been stripped. Unit numbers on the truck do not match the unit numbers they advised matched this unit. It makes sense now that the unit has been pinging at their yard – they pulled anything they could off this. As you can see there is an engine but no rad and it's very rough.

If you would like us to move it to our yard, we can. Please advise what you would like to do with this unit.

JK



From: Jenn Kehler <jenn@rrfs.ca>
Sent: May 20, 2025 3:08 PM
To: MidCan Admin <admin@midcan.ca>
Subject: FW: Ne3045

Thank you!

Jenn Kehler

Operations

Office – 204-697-5400

Fax – 204-668-0778

Mobile – 204-782-3971

jenn@rrfs.ca



From: Jenn Kehler <jenn@rrfs.ca>
Sent: May 20, 2025 3:02 PM
To: Jenn Kehler <jenn@rrfs.ca>
Subject: Ne3045

Jenn Kehler
Run-Rite Freight Systems Inc.
204-782-3971
Get [Outlook for Android](#)

From: [MidCan Admin](#)
To: [Daamsa, Ali \(713\) \(EXT\)](#)
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.
Date: May 20, 2025 4:20:50 PM
Attachments: [image008.png](#)
[image009.png](#)

Hey Ali, just to follow up here, we have NOT heard anything in regard to this load. Do you think we should reach out to insurance and/or their customer? I can only imagine the wild stories they have been told!

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 15, 2025 4:30 PM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>
Subject: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

We have been advised by our bailiff that you have not retrieved your load from their location for trailer VIN# **2SHSR532XPS002125** which is loaded with **potatoes**.

You have been provided time to arrange a pick-up of this **load since May 6th, 2025**. We request once again that you contact our bailiff to arrange the pick-up of the **load by Friday May 16th, 2025**. Otherwise, this load will be considered abandoned, and we will need to dispose.

The bailiff has been generous enough to accommodate a drop off/cross dock within **their area**. Otherwise, it's your responsibility to pick up this load.

It has been mentioned on multiple occasions that **we will not be releasing any seized units unless full payout + bailiff fees are received** for those units. Our stance regarding this will not and has not changed. Although, we **are not holding the load** and have offered options to pick-up / drop-off.

Here are your updated delinquencies to be addressed:



Account #		Total Past Due
5002122745	\$	35,350.21
5002105956	\$	21,431.08
5002121629	\$	6,364.99
5002141253	\$	16,312.20
5002116518	\$	10,768.57
5002101491	\$	7,330.86
	\$	97,557.91

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: May 15, 2025 11:56 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

This is our humble request to you that please release our truck and trailers which are under paid/ clear accounts also which are loaded trailers, as we must deliver those shipments to the customer to release our held funds.

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 15, 2025 10:03 AM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hello,

The mentioned file (5002028248) has been placed on hold as we have received the payment of \$1,285.34.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: May 15, 2025 10:52 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Jagdeep Sangha Transport

5002028248

Inc.

34

\$1,285.34

Hi there,

Please advise us to have you received \$1285.34 payment sent on 13 may by wire.

Thank you.

From: Accounting

Sent: May 13, 2025 3:39 PM

To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com

Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please find the attached payment.

Authorize - Payment Results

Total Submitted:	1
Total Successfully Released to Bank:	1
Total Requiring Further Authorization:	0
Submitted on:	13/05/2025 04:37 PM ET

Payment Status	Beneficiary's Name	Due Date	Payment Amount
Accepted	DAIMLER TRUCK FINANCIAL SERVICES CA	05/13/2025	1,285.34 CAD

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>

Sent: May 13, 2025 10:55 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com

Subject: RE: REGARDING DAIMLER PAYMENTS

Hello,

Your payment on 05/08/2025 has returned due to stopped payment, against your claim that it has been lifted with your bank, which increased the delinquency to **\$4,321.48**.

You have not yet lifted your stop-payment and payments continue to return despite multiple requests. If any payments continue to return on accounts brought-up-to-date, bailiff will resume efforts on those past-due files.

This is unacceptable and a continuous breach of your signed contract.

Again, no seized trailers/trucks will be released unless the full payout and fees are paid for that unit.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>

Sent: May 13, 2025 11:33 AM

To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Cc: MidCan Admin <admin@midcan.ca>; Manwal, Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com

Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please advise us regarding this amount \$1285.34 as yesterday we have cleared all balance of \$2213.44.

Thanks.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>

Sent: May 13, 2025 9:16 AM

To: Accounting <accounting@jsanghatransport.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>

Cc: MidCan Admin <admin@midcan.ca>; Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com

Subject: RE: REGARDING DAIMLER PAYMENTS

Importance: High

Hello,

Please be advised, we have received the wire transfer of **\$37,221.94** and are applying the amounts to your accounts.

Kindly see your remaining past-due balances not including bailiff-fee's:

Account Number	Customer Name	DPD	Total Amount Past Due
5002122745	Jagdeep Sangha Transport Inc.	66	\$42,413.99
5002105956	Jagdeep Sangha Transport Inc.	40	\$20,920.82
5002141253	Jagdeep Sangha Transport Inc.	19	\$18,122.69
5002121629	Jagdeep Sangha Transport Inc.	27	\$12,729.97
5002028248	Jagdeep Sangha Transport Inc.	34	\$1,285.34
			\$95,472.81

Bailiff remains **active on accounts above** until they are brought up to date.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202

Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102

Fax: 833-902-3858

Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: May 12, 2025 4:13 PM
To: Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: MidCan Admin <admin@midcan.ca>; Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please find the attached payment confirmation of wire, \$37,221.94 has been done as per for the following account numbers. Now please release our truck and trailers.

5002125321- \$ 12941.48
5002114719- \$ 11814.14
5002047470 - \$ 9430.18
5002028248- \$ 2213.44
5002116518 -\$489.48
5002101491- \$333.22

Thank you.

From: Lakhvir Sangha <Lakhvir@jsanghatransport.com>
Sent: May 12, 2025 10:56 AM
To: ali.daamsa@daimlertruck.com; mohammad.abu-qube@daimlertruck.com
Cc: MidCan Admin <admin@midcan.ca>; Accounting <accounting@jsanghatransport.com>
Subject: REGARDING DAIMLER PAYMENTS

Hi there,

This is to inform you that today we will make payments of following account numbers by wire payment and will send you proof as well.

5002125321- \$ 12941.48
5002114719- \$ 11814.14

5002047470 - \$ 9430.18

5002028248- \$ 2213.44

5002116518 -\$489.48

5002101491- \$333.22

Thank you.

Lakhvir Singh Sangha

Director/ Jagdeep sangha Transport Inc.

387 Goldenrod Drive Road, Rossor, MB, R0C 3A0, Canada

O: (204-615-2637)*2 Phone #204-298-1721



If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

From: MidCan Admin
To: Daamsa, Ali (713) (EXT); Abu-Oube, Mohammad (713)
Subject: SEIZURE Jagdeep Sangha File # 5002105956
Date: May 21, 2025 11:20:05 AM

Jagdeep Sangha	5002105956	3AKJHHR2NSNE3045	2022	Freightliner Cascadia
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Good morning, we seized this unit this morning from Hisar Towing, 2124 Springfield Rd in Winnipeg, MB and towed to our yard at 81 Froese Crescent. I had sent pics yesterday but thought we should at least get it out of there to take a look at it as we had found other units there.

As I mentioned yesterday, this unit is in rough shape – we can provide another update later this morning about the state of the unit. I believe you were going to try to ask MPI if there is an insurance claim open on it?

JK



From: [MidCan Admin](#)
To: [Daamsa, Ali \(713\) \(EXT\); Abu-Qube, Mohammad \(713\)](#)
Subject: FURTHER UPDATE RE: Jagdeep Sangha File# 5002105956 - UPDATE
Date: May 23, 2025 5:05:48 PM

Good afternoon, we have found the remainder of this truck. Unfortunately it's as expected – mid way being stripped and parted out. See photos attached we took while attending their yard. You can see the VIN sticker in one of the photos and another with the VIN stamped on the frame to identify it. We will be towing what we can over to our yard at 81 Froese. I guess we can see now why it was still pinging at their yard.

Did you get any info from MPI on these units that were full losses?

Jenn



From: MidCan Admin
Sent: May 16, 2025 1:40 PM
To: ali.daamsa@daimlertruck.com; mohammad.abu-qube@daimlertruck.com
Subject: Jagdeep Sangha File# 5002105956 - UPDATE

Jagdeep Sangha	5002105956	3AKJHHDR6NSNE3047	2022	Freightliner Cascadia
----------------	------------	-------------------	------	-----------------------

Good afternoon, this unit was located today at Jagdeep sangha's yard. It's been in a wreck and stripped. Just the cab sitting on the ground. Photos attached. Please let me know if you need further info. I would assume that you do not want us to repossess this?

JK



From: Noah Lexier <nlexier@rrfs.ca>
Sent: May 16, 2025 1:21 PM
To: MidCan Admin <admin@midcan.ca>
Subject: JAGDEEP SANGHA WRECK

Noah Lexier

Operations

Office – 204-697-5400

Fax – 204-668-0778

nlexier@rrfs.ca

From: [MidCan Admin](#)
To: [Daamsa, Ali \(713\) \(EXT\)](#); [Abu-Qube, Mohammad \(713\)](#)
Cc: [Jaret Gilmour](#); [Noah Lexier](#)
Subject: RE: Ps002077
Date: May 29, 2025 12:54:45 PM

Here is the original dealership's bill for PS002079. It seems PTG made a mistake on their end. I spoke to Manoj and he said there could not have been a mistake, however I can't see how it would not have been an error on their end. I find it very unlikely that unrelated trailers would have swapped reefers this specifically.

Please let me know what you would like me to do here.

Jenn



From: MidCan Admin
Sent: May 29, 2025 11:44 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Jaret Gilmour <jgilmour@rrfs.ca>; Noah Lexier <nlexier@rrfs.ca>
Subject: FW: Ps002077

Please see attached the original dealership stating they installed a different reefer on this unit originally. I am trying to see if they installed PS002079 as well to see if there was a mix up somewhere.



From: Jenn Kehler <jenn@rrfs.ca>
Sent: May 29, 2025 11:40 AM
To: MidCan Admin <admin@midcan.ca>
Subject: Ps002077

Jenn Kehler

Run-Rite Freight Systems Inc.

204-782-3971

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From: [MidCan Admin](#)
To: [Abu-Qube, Mohammad \(713\)](#); [Daamsa, Ali \(713\) \(EXT\)](#)
Cc: [Jaret Gilmour](#); [Noah Lexier](#)
Subject: UPDATE RE: Ps002077
Date: May 29, 2025 1:14:42 PM
Attachments: [image002.png](#)

The owners of this trailer (PS002079) presented us with a bill of sale when they bought this trailer new from Bell Trailers in Winnipeg. It is the same one I sent previously. As they purchased from new I suspect this might be a legal nightmare. I suggest not seizing this unit and taking this situation up with PTG. We will continue searching for the real PS002077.



From: MidCan Admin
Sent: May 29, 2025 12:02 PM
To: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Jaret Gilmour <jgilmour@rrfs.ca>; Noah Lexier <nlexier@rrfs.ca>
Subject: RE: Ps002077

Will do.



From: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Sent: May 29, 2025 12:01 PM
To: MidCan Admin <admin@midcan.ca>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Jaret Gilmour <jgilmour@rrfs.ca>; Noah Lexier <nlexier@rrfs.ca>
Subject: RE: Ps002077

O wow, They might be. Lets repo both the trailer and the Reefer for now please.

Thank you.

Regards,

Moe Qube
Manager, Collections & Loss Recovery

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 416-459-9380
Fax: 833-902-3858
Email: Mohammad.Abu-Qube@daimlertruck.com
www.daimler-truckfinancial.ca

DAIMLER TRUCK
Financial Services

From: MidCan Admin <admin@midcan.ca>
Sent: May 29, 2025 12:55 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Jaret Gilmour <jgilmour@rrfs.ca>; Noah Lexier <nlexier@rrfs.ca>
Subject: RE: Ps002077

Here is the original dealership's bill for PS002079. It seems PTG made a mistake on their end. I spoke to Manoj and he said there could not have been a mistake, however I can't see how it would not have been an error on their end. I find it very unlikely that unrelated trailers would have swapped reefers this specifically.

Please let me know what you would like me to do here.

Jenn



From: MidCan Admin
Sent: May 29, 2025 11:44 AM

To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Jaret Gilmour <jgilmour@rrfs.ca>; Noah Lexier <nlexier@rrfs.ca>
Subject: FW: Ps002077

Please see attached the original dealership stating they installed a different reefer on this unit originally. I am trying to see if they installed PS002079 as well to see if there was a mix up somewhere.



From: Jenn Kehler <jenn@rrfs.ca>
Sent: May 29, 2025 11:40 AM
To: MidCan Admin <admin@midcan.ca>
Subject: Ps002077

Jenn Kehler
Run-Rite Freight Systems Inc.
204-782-3971
Get [Outlook for Android](#)

If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

From: MidCan Admin
To: Daamsa, Ali (713) (EXT)
Cc: Abu-Qube, Mohammad (713)
Subject: RE: Jagdeep Sangha Transport Inc.
Date: May 29, 2025 1:56:26 PM
Attachments: image004.png
image005.png

Hi guys, I know UL8701 is coming up to seize tomorrow....we are in their yard and they are stripping decals from a lot of equipment. UL8703 is one unit. We are documenting but I think if there is anything you want grabbed that is grey area we might want to consider it. The owner has left town and the end is near for this company. Let me know – we are documenting anything on site.

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 23, 2025 7:37 AM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: Re: Jagdeep Sangha Transport Inc.

Hi Jenn,

Customer has not made any new payments.

HOLDS:

5002114719	Jagdeep Sangha Transport Inc.
5002047470	Jagdeep Sangha Transport Inc.
5002028248	Jagdeep Sangha Transport Inc.
5002125321	Jagdeep Sangha Transport Inc.
5002129162	Jagdeep Sangha Transport Inc.

Let me know if you need anything from my side.

Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: Friday, May 23, 2025 8:27 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: Jagdeep Sangha Transport Inc.

Hi Ali, we are hitting Sangha's yard this morning before the loads roll out for the weekend. I just wanted to make sure nothing else is coming off hold?

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 21, 2025 1:33 PM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: Jagdeep Sangha Transport Inc.
Importance: High

Hi Jenn,

This email just serves as an update to where we're at currently regarding these files:

Account Number	Customer Name	DPH	Total Amount Past Due	Update
5002122745	Jagdeep Sangha Transport Inc.	74	\$35,920.37	CONTINUE SEIZURE
5002105956	Jagdeep Sangha Transport Inc.	48	\$21,431.08	CONTINUE SEIZURE
5002141253	Jagdeep Sangha Transport Inc.	27	\$16,312.20	CONTINUE SEIZURE
5002121629	Jagdeep Sangha Transport Inc.	35	\$12,426.88	CONTINUE SEIZURE
5002116518	Jagdeep Sangha Transport Inc.	17	\$10,768.57	CONTINUE SEIZURE
5002101491	Jagdeep Sangha Transport Inc.	16	\$7,330.86	CONTINUE SEIZURE
5002114719	Jagdeep Sangha Transport Inc.	5	\$5,625.78	FINAL NOTICE REISSUED - WILL REOPEN FILE IN 10 DAYS IF PAST-DUE IS NOT SATISFIED.
5002047470	Jagdeep Sangha Transport Inc.	0	\$377.02	UP TO DATE - DO NOT SEIZE
5002028248	Jagdeep Sangha Transport Inc.	0	\$0.00	UP TO DATE - DO NOT SEIZE
5002125321	Jagdeep Sangha Transport Inc.	0	\$0.00	UP TO DATE - DO NOT SEIZE
5002129162	Jagdeep Sangha Transport Inc.	0	\$0.00	UP TO DATE - DO NOT SEIZE

Regarding our insurance matters,

5002105956	Jagdeep Sangha Transport Inc.	3AKJHHR2NSNE3045	Freightliner / PT126SLP / 2022	Assigned to MCC	Total Loss - MPI
5002105956	Jagdeep Sangha Transport Inc.	3AKJHHR6NSNE3047	Freightliner / PT126SLP / 2022	Assigned to MCC	Total Loss - MPI

I will reach out to MPI regarding the two units mentioned above and will inquire about the potatoes. I'll keep you posted but as you said, it's difficult managing around insurance. Please let me know if you get anything from your side. I intend to follow up with MPI tomorrow and will keep you posted. Also, if you could confirm which units are at your yard and which one is at their yard still from the two total-loss units?

Will check for pings to follow. Please advise if I did not address something regarding this file.

Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: May 21, 2025 9:31 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

I can try to see if I can get anywhere. Insurance companies can be difficult

I will let you know if I can get anywhere with this.



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 21, 2025 8:29 AM
To: MidCan Admin <admin@midcan.ca>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi Jenn,

I agree, might be good to get Insurance involved. I can reach out to MPI the same time about this load and let you know.

Not sure if you have connections at MPI that might speed up the response time?

Let me know,

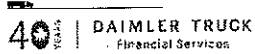
Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: May 21, 2025 9:25 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Agreed, I would just like the insurance company involved. They could potentially still salvage some of this load. I haven't looked at the product but seed potatoes are quite hardy and we have kept them refrigerated this whole time.



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 21, 2025 8:19 AM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi Jenn,

I believe best step would be to dispose since I'm sure the potatoes have gone bad by now.

Let me know what you think,

Thanks.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: May 20, 2025 4:21 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hey Ali, just to follow up here, we have NOT heard anything in regard to this load. Do you think we should reach out to insurance and/or their customer? I can only imagine the wild stories they have been told!

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 15, 2025 4:30 PM
To: Accounting <accounting@isanghatransport.com>; Lakhvir Sangha <Lakhvir@isanghatransport.com>
Subject: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

We have been advised by our bailiff that you have not retrieved your load from their location for trailer VIN# 2SHSR532XPS002125 which is loaded with potatoes.

You have been provided time to arrange a pick-up of this load since May 6th, 2025. We request once again that you contact our bailiff to arrange the pick-up of the load by Friday May 16th, 2025. Otherwise, this load will be considered abandoned, and we will need to dispose.

The bailiff has been generous enough to accommodate a drop off/cross dock within their area. Otherwise, it's your responsibility to pick up this load.

It has been mentioned on multiple occasions that we will not be releasing any seized units unless full payout + bailiff fees are received for those units. Our stance regarding this will not and has not changed. Although, we are not holding the load and have offered options to pick-up / drop-off.

Here are your updated delinquencies to be addressed:

Account #		Total Past Due
5002122745	\$	35,350.21
5002105956	\$	21,431.08
5002121629	\$	6,364.99
5002141253	\$	16,312.20
5002116518	\$	10,768.57
5002101491	\$	7,330.86
	\$	97,557.91

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: May 15, 2025 11:56 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

This is our humble request to you that please release our truck and trailers which are under paid/ clear accounts also which are loaded trailers, as we must deliver those shipments to the customer to release our held funds.

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 15, 2025 10:03 AM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hello,

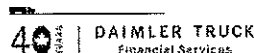
The mentioned file (5002028248) has been placed on hold as we have received the payment of \$1,285.34.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@isanghatransport.com>
Sent: May 15, 2025 10:52 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@isanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

5002028248	Jagdeep Sangha Transport Inc.	34	\$1,285.34
------------	-------------------------------	----	------------

Hi there,

Please advise us to have you received \$1285.34 payment sent on 13 may by wire.

Thank you.

From: Accounting
Sent: May 13, 2025 3:39 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@isanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please find the attached payment.

Authorize - Payment Results

Total Submitted: 1
Total Successfully Released to Bank: 1
Total Requiring Further Authorization: 0
Submitted on: 13/05/2025 04:37 PM ET

Payment Status	Beneficiary's Name	Due Date	Payment Amount
Accepted	DAIMLER TRUCK FINANCIAL SERVICES CA	05/13/2025	1,285.34 CAD

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 13, 2025 10:55 AM
To: Accounting <accounting@isanghatransport.com>; Lakhvir Sangha <Lakhvir@isanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hello,

Your payment on 05/08/2025 has returned due to stopped payment, against your claim that it has been lifted with your bank, which increased the delinquency to \$4,321.48.

You have not yet lifted your stop-payment and payments continue to return despite multiple requests. If any payments continue to return on accounts brought-up-to-date, bailliff will resume efforts on those past-due files.

This is unacceptable and a continuous breach of your signed contract.

Again, no seized trailers/trucks will be released unless the full payout and fees are paid for that unit.

Thank you.

Sincerely,
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From: Accounting <accounting@isanghatransport.com>
Sent: May 13, 2025 11:33 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Lakhvir Sangha <Lakhvir@isanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: MidCan Admin <admin@midcan.ca>; Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please advise us regarding this amount \$1285.34 as yesterday we have cleared all balance of \$2213.44.

Thanks.

From: Daamsa, Ali (713) [EXT] <ali.daamsa@daimlertruck.com>
Sent: May 13, 2025 9:16 AM
To: Accounting <accounting@jsanghatransport.com>; Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: MidCan Admin <admin@midcan.ca>; Manwal, Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS
Importance: High

Hello,

Please be advised, we have received the wire transfer of \$37,221.94 and are applying the amounts to your accounts.

Kindly see your remaining past-due balances not including bailliff-fee's:

Account Number	Customer Name	DUO	Total Amount Past Due
5002122745	Jagdeep Sangha Transport Inc.	66	\$42,413.99
5002105956	Jagdeep Sangha Transport Inc.	40	\$20,920.82
5002141253	Jagdeep Sangha Transport Inc.	19	\$18,122.69
5002121629	Jagdeep Sangha Transport Inc.	27	\$12,729.97
5002028248	Jagdeep Sangha Transport Inc.	34	\$1,285.34
			\$95,472.81

Bailliff remains active on accounts above until they are brought up to date.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

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Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: Accounting <accounting@jsanghatransport.com>
Sent: May 12, 2025 4:13 PM
To: Lakhvir Sangha <Lakhvir@jsanghatransport.com>; Daamsa, Ali (713) [EXT] <ali.daamsa@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: MidCan Admin <admin@midcan.ca>; Manwal, Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please find the attached payment confirmation of wire, \$37,221.94 has been done as per for the following account numbers. Now please release our truck and trailers.

5002125321- \$ 12941.48
5002114719- \$ 11814.14
5002047470 - \$ 9430.18
5002028248- \$ 2213.44
5002116518 - \$489.48
5002101491- \$333.22

Thank you.

From: Lakhvir Sangha <Lakhvir@jsanghatransport.com>
Sent: May 12, 2025 10:56 AM
To: ali.daamsa@daimlertruck.com; mohammad.abu-qube@daimlertruck.com
Cc: MidCan Admin <admin@midcan.ca>; Accounting <accounting@jsanghatransport.com>
Subject: REGARDING DAIMLER PAYMENTS

Hi there,

This is to inform you that today we will make payments of following account numbers by wire payment and will send you proof as well.

5002125321- \$ 12941.48
5002114719- \$ 11814.14

5002047470 - \$ 9430.18
5002028248- \$ 2213.44
5002116518 -\$489.48
5002101491- \$333.22

Thank you.

Lakhvir Singh Sangha
Director/ Jagdeep sangha Transport Inc.
387 Goldenrod Drive Road, Rossor, MB, R0C 3A0, Canada
O: (204-615-2637)*2 Phone #204-298-1721



If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

From: MidCan Admin
To: Daamsa, Ali (713) (EXT)
Cc: Abu-Qube, Mohammad (713)
Subject: RE: Jagdeep Sangha Transport Inc.
Date: May 29, 2025 2:04:19 PM
Attachments: image004.png
image005.png

No so far 8701 is not there. Thanks for the update on the other. The decals they are putting on the trucks have "typed" VINs. It is not looking good here.



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 29, 2025 1:03 PM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: Jagdeep Sangha Transport Inc.

Hi Jenn,

Is U8701 one of the units that's on site?

U8703 is not one of ours.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
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Tel: 877-275-1151 ext. 0102
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From: MidCan Admin <admin@midcan.ca>
Sent: May 29, 2025 1:56 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: Jagdeep Sangha Transport Inc.

Hi guys, I know UL8701 is coming up to seize tomorrow....we are in their yard and they are stripping decals from a lot of equipment. UL8703 is one unit. We are documenting but I think if there is anything you want grabbed that is grey area we might want to consider it. The owner has left town and the end is near for this company. Let me know - we are documenting anything on site.

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 23, 2025 7:37 AM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: Re: Jagdeep Sangha Transport Inc.

Hi Jenn,

Customer has not made any new payments.

HOLDS:

5002114719	Jagdeep Sangha Transport Inc.
5002047470	Jagdeep Sangha Transport Inc.
5002028248	Jagdeep Sangha Transport Inc.
5002125321	Jagdeep Sangha Transport Inc.
5002129162	Jagdeep Sangha Transport Inc.

Let me know if you need anything from my side.

Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

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2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102
Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: Friday, May 23, 2025 8:27 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: Jagdeep Sangha Transport Inc.

Hi Ali, we are hitting Sangha's yard this morning before the loads roll out for the weekend. I just wanted to make sure nothing else is coming off hold?

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 21, 2025 1:33 PM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: Jagdeep Sangha Transport Inc.
Importance: High

Hi Jenn,

This email just serves as an update to where we're at currently regarding these files:

Account Number	Customer Name	DPD	Total Amount Past Due	Update
5002122745	Jagdeep Sangha Transport Inc.	74	\$35,920.37	CONTINUE SEIZURE
5002105956	Jagdeep Sangha Transport Inc.	48	\$21,431.08	CONTINUE SEIZURE
5002141253	Jagdeep Sangha Transport Inc.	27	\$16,312.20	CONTINUE SEIZURE
5002121629	Jagdeep Sangha Transport Inc.	35	\$12,426.88	CONTINUE SEIZURE
5002116518	Jagdeep Sangha Transport Inc.	17	\$10,768.57	CONTINUE SEIZURE
5002101491	Jagdeep Sangha Transport Inc.	16	\$7,330.86	CONTINUE SEIZURE
5002114719	Jagdeep Sangha Transport Inc.	5	\$5,625.78	FINAL NOTICE REISSUED - WILL REOPEN FILE IN 10 DAYS IF PAST-DUE IS NOT SATISFIED.
5002047470	Jagdeep Sangha Transport Inc.	0	\$377.02	UP TO DATE - DO NOT SEIZE
5002028248	Jagdeep Sangha Transport Inc.	0	\$0.00	UP TO DATE - DO NOT SEIZE
5002125321	Jagdeep Sangha Transport Inc.	0	\$0.00	UP TO DATE - DO NOT SEIZE
5002129162	Jagdeep Sangha Transport Inc.	0	\$0.00	UP TO DATE - DO NOT SEIZE

Regarding our insurance matters,

5002105956	Jagdeep Sangha Transport Inc.	3AKJHHR2NSNE3045	Freightliner / PT126SLP / 2022	Assigned to MCC	Total Loss - MPI
5002106956	Jagdeep Sangha Transport Inc.	3AKJHHOR6NSNE3047	Freightliner / PT126SLP / 2022	Assigned to MCC	Total Loss - MPI

I will reach out to MPI regarding the two units mentioned above and will inquire about the potatoes. I'll keep you posted but as you said, it's difficult managing around insurance. Please let me know if you get anything from your side. I intend to follow up with MPI tomorrow and will keep you posted. Also, if you could confirm which units are at your yard and which one is at their yard still from the two total-loss units?

Will check for pings to follow. Please advise if I did not address something regarding this file.

Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel: 877-275-1151 ext. 0102

Fax: 833-902-3858
Email: ali.daamsa@daimlertruck.com
www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: May 21, 2025 9:31 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

I can try to see if I can get anywhere. Insurance companies can be difficult

I will let you know if I can get anywhere with this.



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 21, 2025 8:29 AM
To: MidCan Admin <admin@midcan.ca>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi Jenn,

I agree, might be good to get Insurance involved. I can reach out to MPI the same time about this load and let you know.

Not sure if you have connections at MPI that might speed up the response time?

Let me know,

Thank you!

Sincerely,
Ali Daamsa
Fleet Analyst

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2680 Matheson Blvd. East, Suite 202
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Tel: 877-275-1151 ext. 0102
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www.daimler-truckfinancial.ca



From: MidCan Admin <admin@midcan.ca>
Sent: May 21, 2025 9:25 AM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Agreed, I would just like the insurance company involved. They could potentially still salvage some of this load. I haven't looked at the product but seed potatoes are quite hardy and we have kept them refrigerated this whole time.



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 21, 2025 8:19 AM
To: MidCan Admin <admin@midcan.ca>
Cc: Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hi Jenn,

I believe best step would be to dispose since I'm sure the potatoes have gone bad by now.

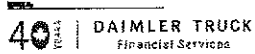
Let me know what you think,

Thanks.

Sincerely,
Ali Daamsa
Fleet Analyst

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

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From: MidCan Admin <admin@midcan.ca>
Sent: May 20, 2025 4:21 PM
To: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Subject: RE: DAIMLER - Jagdeep Sangha Transport Inc.

Hey Ali, just to follow up here, we have NOT heard anything in regard to this load. Do you think we should reach out to insurance and/or their customer? I can only imagine the wild stories they have been told!

JK



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 15, 2025 4:30 PM
To: Accounting <accounting@isanghatransport.com>; Lakhvir Sangha <Lakhvir@isanghatransport.com>
Subject: DAIMLER - Jagdeep Sangha Transport Inc.
Importance: High

Hello,

We have been advised by our bailiff that you have not retrieved your load from their location for trailer VIN# 2SHSR532XPS002125 which is loaded with potatoes.

You have been provided time to arrange a pick-up of this load since May 6th, 2025. We request once again that you contact our bailiff to arrange the pick-up of the load by Friday May 16th, 2025. Otherwise, this load will be considered abandoned, and we will need to dispose.

The bailiff has been generous enough to accommodate a drop off/cross dock within their area. Otherwise, it's your responsibility to pick up this load.

It has been mentioned on multiple occasions that we will not be releasing any seized units unless full payout + bailiff fees are received for those units. Our stance regarding this will not and has not changed. Although, we are not holding the load and have offered options to pick-up / drop-off.

Here are your updated delinquencies to be addressed:

Account #		Total Due \$/USD
5002122745	\$	35,350.21
5002105956	\$	21,431.08
5002121629	\$	6,364.99
5002141253	\$	16,312.20
5002116518	\$	10,768.57
5002101491	\$	7,330.86
	\$	97,557.91

Thank you.

Sincerely,
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Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

This is our humble request to you that please release our truck and trailers which are under paid/ clear accounts also which are loaded trailers, as we must deliver those shipments to the customer to release our held funds.

Thank you.

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
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Cc: Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hello,

The mentioned file (5002028248) has been placed on hold as we have received the payment of \$1,285.34.

Thank you.

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Fleet Analyst

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	Jagdeep Sangha Transport		
5002028248	Inc.	34	\$1,285.34

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Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please find the attached payment.

Authorize - Payment Results

Total Submitted:	1
Total Successfully Released to Bank:	1
Total Requiring Further Authorization:	0
Submitted on:	13/05/2025 04:37 PM ET

Payment Status	Beneficiary's Name	Due Date	Payment Amount
Accepted	DAIMLER TRUCK FINANCIAL SERVICES CA	05/13/2025	1,285.34 CAD

From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: May 13, 2025 10:55 AM

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This is unacceptable and a continuous breach of your signed contract.

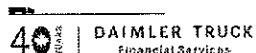
Again, no seized trailers/trucks will be released unless the full payout and fees are paid for that unit.

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Fleet Analyst

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Cc: MidCan Admin <admin@midcan.ca>; Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
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Cc: MidCan Admin <admin@midcan.ca>; Manwal,Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS
Importance: High

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5002121629	Jagdeep Sangha Transport Inc.	27	\$12,729.97
5002028248	Jagdeep Sangha Transport Inc.	34	\$1,285.34
			\$95,472.81

Bailiff remains active on accounts above until they are brought up to date.

Thank you.

Sincerely,
Ali Daamsa
Fleet Analyst

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www.daimler-truckfinancial.ca



From: Accounting <accounting@isanghatransport.com>
Sent: May 12, 2025 4:13 PM
To: Lakhvir Sangha <Lakhvir@isanghatransport.com>; Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>; Abu-Qube, Mohammad (713) <mohammad.abu-qube@daimlertruck.com>
Cc: MidCan Admin <admin@midcan.ca>; Manwal, Manoj <mmanwal@premiertruck.com>; lakhasangha@yahoo.com
Subject: RE: REGARDING DAIMLER PAYMENTS

Hi there,

Please find the attached payment confirmation of wire, \$37,221.94 has been done as per for the following account numbers. Now please release our truck and trailers.

5002125321- \$ 12941.48
5002114719- \$ 11814.14
5002047470 - \$ 9430.18
5002028248- \$ 2213.44
5002116518 -\$489.48
5002101491- \$333.22

Thank you.

From: Lakhvir Sangha <Lakhvir@isanghatransport.com>
Sent: May 12, 2025 10:56 AM
To: ali.daamsa@daimlertruck.com; mohammad.abu-qube@daimlertruck.com
Cc: MidCan Admin <admin@midcan.ca>; Accounting <accounting@isanghatransport.com>
Subject: REGARDING DAIMLER PAYMENTS

Hi there,

This is to inform you that today we will make payments of following account numbers by wire payment and will send you proof as well.

5002125321- \$ 12941.48
5002114719- \$ 11814.14
5002047470 - \$ 9430.18
5002028248- \$ 2213.44
5002116518 -\$489.48
5002101491- \$333.22

Thank you.

Lakhvir Singh Sangha
Director/ Jagdeep sangha Transport Inc.
387 Goldenrod Drive Road, Rossor, MB, R0C 3A0, Canada
O: (204-615-2637)*2 Phone #204-298-1721



If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

From: MidCan Admin
To: Daamsa, Ali (713) (EXT); Abu-Qube, Mohammad (713)
Subject: JAGDEEP SANGHA UPDATE FW: Ne3047
Date: May 29, 2025 2:11:41 PM

Hi Ali, see attached. When we asked about taking this stripped unit, they said they bought it back from the auction. They provided this document to our bailiff. I think you might be interested in this document.

Jenn



From: Daamsa, Ali (713) (EXT) <ali.daamsa@daimlertruck.com>
Sent: Thursday, June 12, 2025 2:21 PM
To: Tom Waters <TWaters@acc.com>
Cc: MidCan Admin <admin@midcan.ca>
Subject: !DAIMLER TRUCK FINANCIAL SERVICES CANADA - JAGDEEP SANGHA TRANSPORT
Importance: High

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Tom,

I hope you're well,

I am assigning this file to your team on behalf of Daimler Truck Financial Services Canada. This debtor is currently out for seizure in Canada. Although, we have located 3 in the United States as of today.

Please find the attached packages, alongside locations to attend urgently below for the 3 VINs.

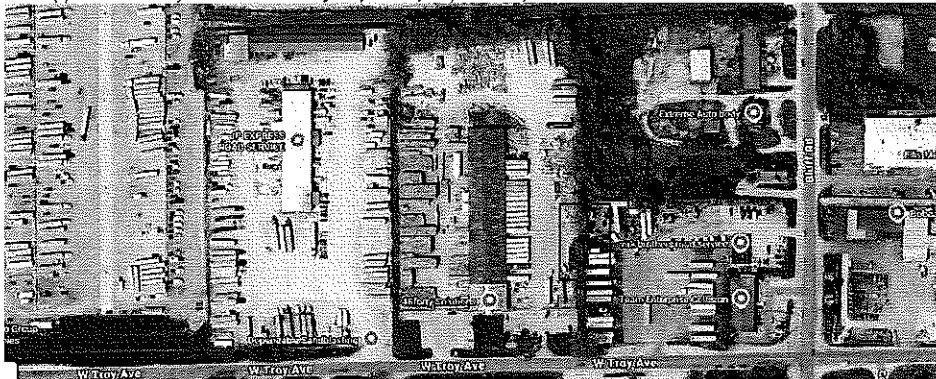
I have included our Canadian bailiff's Mid-Canada Collections in this thread for support if required. As well, their team will be handling transportation back to Canada once seizures are completed.

Note, these units may not be operating under the decals of 'Jagdeep Sangha Transport' as they were caught stripping them in Canada. If you come across any units that you believe belong to the debtor other than the assigned, kindly let me know of those VINs to check on our side.

Please advise on urgent attendance please. Locations below.

5002114719 Jagdeep Sangha Transport Inc. 3AKJHHDR1PSUL8701 Freightliner / PT126SLP / 2023

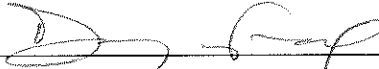
The VIN(s) above is currently located @ 600 W Troy Ave, Indianapolis, IN 46225, United States.



5002122745 Jagdeep Sangha Transport Inc. 2SHSR5328PS002057 CIMC Cool Globe / CR8000B / 2023
5002125321 Jagdeep Sangha Transport Inc. 3AKJHHDR7RSUU8216 Freightliner / PT126SLP / 2024

The VIN(s) above is currently located @ 2301 N Hawthorne Ln BLDG 1, Indianapolis, IN 46218, United States

This is Exhibit "N" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits

Danny M. Nunes

(LSO #53802D)



Ministry of Public and
Business Service Delivery

Profile Report

1000599184 ONTARIO INC. as of July 31, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000599184 ONTARIO INC.
Ontario Corporation Number (OCN)	1000599184
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 18, 2023
Registered or Head Office Address	29 Sister Oreilly Rd, Brampton, Ontario, L6P 4C6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)
Name AMANDEEP KAUR BRAR
Address for Service 22 Squire Ellis Dr, Brampton, Ontario, L6P4C1, Canada
Resident Canadian Yes
Date Began July 31, 2023

Name JAGDEEP SINGH BRAR
Address for Service 22 Squire Ellis Dr, Brampton, Ontario, L6P4C1, Canada
Resident Canadian Yes
Date Began July 18, 2023

Name JASWINDER SINGH KHOSA
Address for Service 69 Newport St, Brampton, Ontario, L5S 4N1, Canada
Resident Canadian Yes
Date Began August 21, 2023

Name CHAMKAUR SINGH SIDHU
Address for Service 29 Sister Oreilly Rd, Brampton, Ontario, L6P4C6, Canada
Resident Canadian Yes
Date Began July 18, 2023

Name RAJDEEP KAUR SIDHU
Address for Service 29 Sister Oreilly Rd, Brampton, Ontario, L6P4C6, Canada
Resident Canadian Yes
Date Began July 31, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

There are no active Officers currently on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

1000599184 ONTARIO INC.

Effective Date

July 18, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: RAJDEEP KAUR SIDHU	September 15, 2023
CIA - Initial Return PAF: CHAMKAUR SINGH SIDHU	August 02, 2023
BCA - Articles of Incorporation	July 18, 2023

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

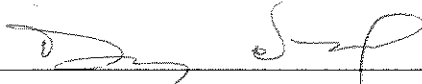
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is Exhibit "O" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read 'Danny M. Nunes', is written over a horizontal line.

A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

**NOTICE AND STATEMENT OF THE RECEIVER
(SUBSECTION 245(1) AND 246(1) OF THE ACT)**

**IN THE MATTER OF THE RECEIVERSHIP OF
1000599184 ONTARIO INC.**

Take notice that:

1. Pursuant to an order of the Ontario Superior Court of Justice (the “**Court**”) dated August 5, 2025 (the “**Receivership Order**”), The Fuller Landau Group Inc. (“**FLG**”) was appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties (the “**Property**”) of 1000599184 Ontario Inc. (“**Debtor**” or the “**Company**”) acquired for, or used in relation to a business carried on by the Company.
2. The Company’s principal asset is an approximately 4.5-acre parcel of land municipally known as 2868 and 2870 Bovaird Drive, Brampton Ontario (the “**Real Property**”). The Receiver is working to obtain further information with respect to the Company and the Real Property.
3. The following information relates to the receivership of the Company:
 - (a) Head Office: 2868 Bovaird Drive, Brampton, ON,
 - (b) Business Location: 2868 Bovaird Drive, Brampton, ON,
 - (c) Principal line of business: Owner of Real Property
4. **Secured Creditors**

The Company’s known secured creditors are:

- i) Business Development Bank of Canada (**BDC**), in respect of a first-priority mortgage on the Real Property in the principal amount of \$7.5 million registered on August 22, 2023;
- ii) Jagjit Singh and Harbhinder Kahlon, in respect of a 2nd-priority mortgage on the Real Property in the principal amount of \$485,000 registered on November 3, 2023 as Instrument No. PR4269785; and
- iii) Bovaird Properties in favour of Jagjit Singh, in respect of a 3rd-priority mortgage on the Real Property in the principal amount of \$175,000 registered on August 16, 2024 as Instrument No. PR4355791.

NOTE: No security opinion/review has been completed by the Receiver’s counsel as of the date of this notice.

5. **Other Creditors**

At this time, the Receiver has not been advised by the Company's shareholders or Directors of the unsecured creditors. No books and records nor bank accounts maintained by the Company have been provided to the Receiver. If the Receiver becomes aware of any additional unsecured creditors, it will provide a copy of this notice to those parties.

This notice will also be posted on the Receiver's case website at:
https://fullerllp.com/active_engagements/1000599184 Ontario Inc./

6. **Estimated Realization and Sale Process**

The principal purpose of the receivership proceedings is to identify, secure and realize on the Real Property. The Receiver intends to market and sell the Real Property through a real estate broker. Any transaction for the Real Property will be subject to Court approval. The outcome of the realization process will determine the amount available for distribution to the Company's creditors.

7. **Contact person for the Receiver**

Name:	David Filice
Telephone No.:	(416) 645-6506
Fax No.:	(416) 645-6501
Email address:	dfilice@fullerllp.com


Dated at Toronto, Ontario, this 18th day of August, 2025.

The Fuller Landau Group Inc.

Solely in its Capacity as Court appointed Receiver of
1000599184 Ontario Inc.

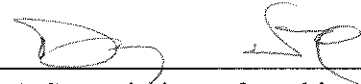
And not in its Personal Capacity

Per:



David Filice

This is Exhibit "P" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 1st day of September, 2025.



A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

JAGDEEP SANGHA TRANSPORT INC.

Plaintiff

- and -

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,

LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Issued By: _____
Local registrar

Address of court office: 7755 Hurontario St.
Brampton, Ontario L6W 4T1

TO: DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

CLAIM

1. The Plaintiff claims:

- (a) An order declaring the repossession of the vehicles to be unlawful;
- (b) An order for the immediate return of the vehicles to the Plaintiff;
- (c) Damages in the amount of \$4,300,000.00;
- (d) Exemplary and punitive damages in the amount of \$700,000.00.
- (e) Pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended;
- (f) Costs of this action on a substantial indemnity basis together with any Harmonized Sales Tax that may be payable thereon; and,
- (g) Such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, Jagdeep Sangha Transport Inc., is transportation company operating throughout Canada and the United States, and regularly conducts business in Ontario.

3. The Defendant, Daimler Truck Financial Services Canada Corporation ("Daimler"), is a corporation registered to carry on business in Ontario, providing commercial vehicle financing services.

MATERIAL FACTS

4. The Plaintiff entered into nine (9) separate financing agreements with the Defendant for the purchase financing of the following vehicles:

22 Trailers		
Agreement No.	VIN Number	Sale Price
245781	3H3V532K5NS340030	\$ 47,249.00
245781	3H3V532K9NS340029	\$ 47,249.00
249415	1UYVS2536J2198394	\$ 84,950.00
249415	1UYVS2535J2198404	\$ 84,600.00
249415	1UYVS2534J2369210	\$ 84,600.00

249415	1UYVS2530J2369270	\$	85,000.00
307836	2SHSR5320PS002053	\$	113,512.00
307836	2SHSR5328PS002057	\$	113,013.00
307836	2SHSR5323PS002077	\$	113,013.00
307836	2SHSR5329PS002083	\$	113,013.00
307836	2SHSR5320PS002084	\$	113,013.00
307836	2SHSR532XPS002125	\$	113,013.00
348326	3H3V533C9MT714011	\$	84,000.00
348326	3H3V533C0MT714009	\$	84,000.00
348326	1UYVS3534M2014242	\$	84,000.00
348326	1UYVS3539M2014236	\$	84,000.00
348326	3H3V533C5MT714006	\$	84,000.00
348326	1UYVS3535M2014234	\$	84,000.00
348326	1UYVS3536M2014243	\$	84,000.00
348326	1UYVS3537M2014235	\$	84,000.00
348326	3H3V533C7MT714007	\$	84,000.00
348326	3H3V533C0MT714012	\$	84,000.00
10 Trucks			
297543	3AKJHHDR9PSUL8705	\$	227,437.00
297543	3AKJHHDR0PSUL8706	\$	227,437.00
307983	3AKJHHDR3RSUU8214	\$	238,973.00
307983	3AKJHHDR5RSUU8215	\$	238,973.00
293513	3AKJHHDRXPSUL8700	\$	225,436.50
293513	3AKJHHDR1PSUL8701	\$	225,436.50
314995	3AKJHHDR7RSUU8216	\$	239,878.00
314995	3AKJHHDR9RSUU8217	\$	240,377.00
348326	3AKJHHDRXRSUV3538	\$	236,533.00
348326	3AKJHHDR1RSUV3539	\$	237,032.00
Total:		\$	4,289,738.00

5. Each agreement required the Plaintiff to make regular financing payments, which the Plaintiff consistently did in full and on time.
6. Towards the end of April 2025, the Defendant started to unlawfully repossess the above vehicles from multiple locations where the plaintiff carries out business operations. This was done without proper notice, justification, or default on the part of the Plaintiff.

7. At all material times, the Plaintiff was not in default under any of the financing agreements.

The Plaintiff continued to meet all its financial obligations under the contracts.

UNLAWFUL REPOSSESSION

8. The Defendant's actions in repossessing the vehicles were wrongful, high-handed, and in breach of the express and implied terms of the financing agreements.
9. The repossession occurred without lawful authority, without notice or warning to the Plaintiff, and without providing an opportunity to cure any alleged breach—none of which existed.
10. As a direct result, the Plaintiff lost access to essential vehicles necessary for its transport operations, suffered cancellation of shipping contracts, and experienced significant disruption to its business.

UNJUST ENRICHMENT

11. The Defendant has been unjustly enriched by retaining possession of the Plaintiff's vehicles while continuing to hold the benefit of payments made under the agreements.
12. There was no juristic reason for the Defendant to repossess the vehicles or to retain any benefit therefrom, as the Plaintiff was not in breach of the agreements.
13. The Plaintiff has suffered corresponding deprivation, as it lost the use of the vehicles while continuing to suffer the consequences of Daimler's wrongful conduct.

DAMAGES

14. As a result of the Defendant's actions, the Plaintiff has suffered loss of revenue, damage to its business reputation, and loss of contractual relationships with clients who relied on timely freight delivery.
15. The Plaintiff pleads that the Defendant's conduct was reckless, willful, and in bad faith, and seeks punitive damages to deter such conduct and hold the Defendant accountable.

16. As a further result of the Defendant's breach, the Plaintiff has suffered damages and continues to incur financial losses due to the absence of indemnification.

17. The Plaintiff pleads and relies upon the following statutes, as amended:

(a) *Personal Property Security Act*, RSO 1990, c. P.10; and,

(b) *Fraudulent Conveyances Act*, RSO 1990, c. F.29; and,

(c) *Interest Act*, RSC 1985, c. I-15; and,

(d) *Sale of Goods Act*, RSO 1990, c. S.1

(b) *Courts of Justice Act*, R.S.O. 1990, c. C. 43.

18. The Plaintiff proposes that this action be tried at the City of Brampton, in the Province of Ontario.

Date: July 15, 2025

**A&M Lawyers Professional
Corporation**

13-7050A Bramalea Road
Mississauga, ON L5S 1T1

MARRYAM SINGH

LSO. 83399P

T: 416-635-1105

F: 416-901-8125

E: marryam@amlawyers.ca

Lawyer for the Plaintiff

Court File No.


JAGDEEP SANGHA TRANSPORT INC. - and - DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff

Defendant

	<p>ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>Proceeding commenced at Brampton</p>
	<p>STATEMENT OF CLAIM</p>
	<p>A&M Lawyers Professional Corporation 13-7050A Bramalea Road Mississauga, ON L5S 1T1</p> <p>MARRYAM SINGH LSO. 83399P T: 416-635-1105 F: 416-901-8125 E: marryam@amlawyers.ca</p> <p>Lawyers for the Plaintiff</p>

This is Exhibit "Q" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 16 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

Court File No. CV-25-00003788-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

JAGDEEP SANGHA TRANSPORT INC.

Plaintiff

and

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Defendant

A N D B E T W E E N:

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff by Counterclaim

and

JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA

Defendants by Counterclaim

STATEMENT OF DEFENCE AND COUNTERCLAIM

TO THE DEFENDANT(S) TO THE COUNTERCLAIM

A LEGAL PROCEEDING has been commenced against you by way of a Counterclaim in an action in this Court. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS COUNTERCLAIM, you or an Ontario lawyer acting for you must prepare a Defence to Counterclaim in Form 27C prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff by counterclaim's lawyer or, where the Plaintiff by Counterclaim does not have a lawyer, serve it on the Plaintiff by Counterclaim, and file it, with

proof of service, in this Court, WITHIN TWENTY DAYS after this Statement of Defence and Counterclaim is served on you.

If you are not already a party to the main action and you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

If you are not already a party to the main action, instead of serving and filing a Defence to Counterclaim, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your defence to Counterclaim.

IF YOU FAIL TO DEFEND THIS COUNTERCLAIM, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date _____ Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 7755 Hurontario Street
Brampton ON L6W 4T1

TO: **A&M LAWYERS PROFESSIONAL CORPORATION**
13 -7050A Bramalea Road
Mississauga, ON L5S 1T1

Marryam Singh
LSO # 83399P
Tel: (416) 635-1105
marryam@amlawyers.ca

Lawyers for the Plaintiff/Defendant by Counterclaim, Jagdeep Sangha Transport Inc.

TO: **LAKHVIR SANGHA**
23 Wildbrook Bay
Winnipeg, MB R2R 1W4

Defendant by Counterclaim

STATEMENT OF DEFENCE

1. Unless otherwise expressly admitted to herein, the Defendant, Daimler Truck Financial Services Canada Corporation, formerly known as Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services Canada Corporation, (hereinafter the “**Defendant**” or “**DTF**”), denies each and every allegation made in the Statement of Claim.

2. Contrary to the narrative that the Plaintiff has fabricated in its Statement of Claim, the Plaintiff defaulted on its loans from the Defendant and, as of August 21, 2025, is indebted to the Defendant in the amount of \$3,443,086.26, plus legal fees, expenses and default interest. As a result of the Plaintiff’s actions, the Defendant has reasonable grounds to believe its collateral is at risk and may be dissipating. After the Plaintiff failed to cure its defaults over a period of many months, the Defendant took steps to enforce its security interest and repossess certain Vehicles (defined below). All of which was done with proper notice and in accordance with the Defendant’s rights under its security, and applicable law.

The Parties

3. The Plaintiff/Defendant to the Counterclaim, Jagdeep Sangha Transport Inc. (the “**Plaintiff**” or “**JSTI**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. The Plaintiff was extra-provincially registered in the province of Manitoba on or about June 1, 2017. Thereafter and at all material times, the Plaintiff carried on business in Manitoba, with its principal place of business located at 23 Wildbrook Bay, Winnipeg, Manitoba.

4. The Defendant to the Counterclaim, Lakhvir Sangha (hereinafter, “**Lakhvir**”) is a director and the controlling mind of the Plaintiff, and guaranteed the indebtedness of the Plaintiff to the Defendant pursuant to a personal guarantee dated April 21, 2021 (hereinafter, the “**Guarantee**”).

5. The Defendant is an equipment financing corporation carrying on business throughout Canada, including throughout the provinces of Manitoba and Ontario. The Defendant specializes in providing financing to owners and operators of commercial trucking equipment.

Background

6. Between August 24, 2021 and July 9, 2024, the Plaintiff entered into eleven (11) conditional sale contracts (each a “**Conditional Sale Contract**” and collectively, the “**Conditional Sale Contracts**”) pursuant to which the Plaintiff agreed to purchase a total of thirty-nine (39) commercial trucking vehicles (the “**Vehicles**”) from either Transolutions Truck Centres Ltd. or PTG Mississauga Enterprises Limited Partnership (each a “**Seller**” and together, the “**Sellers**”).

7. Particulars of the Conditional Sale Contracts entered into by the Plaintiff as purchaser and the Vehicles acquired thereunder are set out below:

Contract Number	Date of Contract	Vehicle Serial Number(s)	Total Amount Financed	Interest Rate¹
5002028248	08/24/2021	3H3V532K9NS340029 3H3V532K5NS340030	\$105,939.52	5.24%
5002047470	09/14/2021	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	\$473,856.14	5.59%
5002101491	02/18/2022	3AKJHHDR9NSNE3043	\$625,818.50	5.44%

¹ Default interest rate under each of the Conditional Sale Contracts is 18%.

Contract Number	Date of Contract	Vehicle Serial Number(s)	Total Amount Financed	Interest Rate ¹
		3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056		
5002105956	05/18/2022	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	\$638,119.05	6.6%
5002114719	10/31/2022	3AKJHHDRXPSUL8700 3AKJHHDR1PSUL8701	\$562,642.53	7.75%
5002116518	12/20/2022	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	\$610,144.30	7.89%
5002122745	04/23/2023	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	\$854,878.25	7.49%
5002121629	05/01/2023	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	\$605,862.74	7.29%
5002125321	07/12/23	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	\$615,647.31	7.89%
5002129162	09/26/2023	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	\$609,144.77	7.89%
5002141253	07/09/2024	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243 3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012	\$1,080,237.95	8.39%
Total			\$6,782,291.06	

8. The terms of the Conditional Sale Contracts require the Plaintiff to make monthly payments to the Defendant as detailed below:

Contract Number	Monthly Payments
5002028248	\$2,108.04 (except August 2022 which was \$6,861.64)
5002047470	\$9,430.18 (except January 2022 which was \$30,637.68)
5002101491	\$9,996.63 (except July 2022 which was \$36,017.33)
5002105956	\$10,205.28 (except October 2022 which was \$36,007.53)
5002114719	\$11,251.56 (except March 2023 which was \$33,819.21)
5002116518	\$9,789.61 (except May 2023 which was \$32,557.31)
5002122745	\$13,681.93 (except September 2023 which was \$47,644.38)
5002121629	\$12,123.78 (except September 2023 which was \$36,045.08)
5002125321	\$12,325.22 (except November 2023 which was \$36,361.97)
5002129162	\$12,197.51 (except January 2024 which was \$35,861.80)
5002141253	\$17,303.28 (except November 2024 which was \$59,344.43)

9. Contrary to the allegations made in paragraph 4 of the Statement of Claim, the Defendant did not directly enter into any of the Conditional Sale Contracts with the Plaintiff. Rather, it was an express term of each of the Conditional Sale Contracts that the Seller's interest therein may be assigned to the Defendant. Section 8 of the Conditional Sale Contracts expressly provides that the term "Seller" shall include assignees of the Seller, including the Defendant.

10. In accordance with their terms, the Seller's rights under each of the Conditional Sale Contracts were assigned to the Defendant on the same date that each Conditional Sale Contract was entered into.

11. Pursuant to each of the Conditional Sale Contracts, the Plaintiff agreed to the following terms and conditions, among others:

- (a) to pay the total amounts described in the payment schedule attached to each Conditional Sale Contract;

- (b) interest after default and after maturity and before and after judgment shall be assessed on the total amount then owing at 18% per year;
- (c) the Seller shall have all rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to each Conditional Sale Contract;
- (d) title to and ownership of the Vehicles shall remain in Seller;
- (e) the Seller is granted a security interest in the Vehicles and all proceeds thereof to secure the payment of the total amounts owing under each Conditional Sale Contract, enforcement of the Seller's rights under each Conditional Sale Contract, all advances made by the Seller for insurance, all charges due to the Seller for repairs, supplies, parts and storage of the Vehicles, and all other amounts that may become owing to seller under each Conditional Sale Contract; and
- (f) if the Plaintiff shall fail to pay when due any amount payable under each Conditional Sale Contract or shall default in the performance of any of the agreements or covenants thereunder, then the total amounts owing under each such Conditional Sale Contract shall, at Seller's option, immediately become due and payable without notice or demand and the Seller may enter any premises of the Plaintiff and take possession of the Vehicles without notice or demand.

12. The Defendant perfected its security interest in the Vehicles by way of registration under the *Personal Property Security Act* (Manitoba) ("**Manitoba PPSA**"), the jurisdiction in which the

Vehicles were purchased, and the location of the Sellers and Plaintiff. The particulars of the Defendant's registrations are as follows:

Contract Number	Vehicle Serial Number(s)	Date of Manitoba PPSA Registration(s)
5002028248	3H3V532K9NS340029 3H3V532K5NS340030	August 24, 2021
5002047470	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	September 14, 2021
5002101491	3AKJHHDR9NSNE3043	July 19, 2023
	3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	February 22, 2022
5002105956	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	May 18, 2022
5002114719	3AKJHHDRXPSUL8700	December 22, 2022
	3AKJHHDR1PSUL8701	November 2, 2022
5002116518	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	December 22, 2022
5002122745	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	May 23, 2023
5002121629	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	May 1, 2023
5002125321	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	July 21, 2023
5002129162	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	September 29, 2023
5002141253	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243	July 10, 2024

Contract Number	Vehicle Serial Number(s)	Date of Manitoba PPSA Registration(s)
	3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012	

13. Upon learning that the Vehicles (or a portion thereof) had been moved to Ontario, the Defendant promptly registered financing statements against the Vehicles pursuant to the *Personal Property Security Act* (Ontario).

The Guarantee of Lakhvir Sangha

14. Pursuant to the Guarantee, Lakhvir guaranteed the indebtedness of the Plaintiff to the Defendant under the Conditional Sale Contracts. The Guarantee provides, among other things:

- (a) if the Plaintiff fails at any time to promptly pay any and all indebtedness owing to the Defendant as the same becomes due, Lakhvir promises to pay any and all such indebtedness upon demand, with all attorney's fees incurred in enforcing payment;
- (b) the Guarantee is a continuing guarantee, which guarantees the prompt payment of any and all indebtedness which may now exist and/or may hereafter accrue at any time from the Plaintiff to the Defendant;
- (c) the Defendant is not required to initiate suit against the Plaintiff, exhaust its rights or remedies against the Plaintiff or required to exercise diligence to enforce its rights against the Plaintiff before being entitled to payment from Lakhvir under the Guarantee;

- (d) Lakhvir is liable to the Defendant under the Guarantee as fully as if Lakhvir was a joint debtor with the Plaintiff; and
- (e) forbearance on the part of the Defendant to take steps to enforce the payment of any indebtedness held by it against the Plaintiff or the giving or further time to the Plaintiff shall in no way release Lakhvir from the Guarantee.

The Plaintiff's Default of the Conditional Sale Contracts

15. Contrary to the Plaintiff's assertions in the Statement of Claim, the Plaintiff did not make the payments required of it under the Conditional Sale Contracts "in full and on time", nor did the Plaintiff continue to "meet all its financial obligations under the contracts."

16. In default of its obligations under the Conditional Sale Contracts, beginning in or around the spring of the 2024, the Plaintiff failed to make the required monthly payments when due, which led to significant arrears that were ultimately never cured. The Plaintiff also failed to provide confirmation to the Defendant that the Vehicles were insured.

17. Throughout the spring and fall of 2024, the Defendant attempted to assist the Plaintiff in curing its defaults including by, among other things, providing numerous extensions of time and agreeing to waive all late fees upon the maturity of the Conditional Sale Contracts provided that the Plaintiff's arrears were fully satisfied. Despite the Defendant's efforts, the Plaintiff:

- (a) failed to cure the arrears, despite repeated promises to do so;
- (b) purported to make several payments, only to have the payments returned as "Payment Stopped" or "Funds not Cleared"; and

- (c) acknowledged its liability to the Defendant on March 21, 2025, and promised, but ultimately failed, to provide proof of payment from the Plaintiff's financial institution.

18. As of April 8, 2025, the Plaintiff's arrears under certain of the Conditional Sale Contracts had increased to \$74,976.02, as set out below:

Contract Number	Days Past Due	Total Past-Due Balance as of April 8, 2025
5002047470	7	\$9,455.18
5002105956	5	\$10,205.28
5002116518	4	\$9,789.61
5002122745	31	\$14,366.03
5002125321	12	\$12,941.48
5002141253	11	\$18,218.44
Total		\$74,976.02

19. On April 11, 2025, the Defendant demanded that the Plaintiff cure all arrears by April 18, 2025, and informed the Plaintiff on April 16, 2025 that the "[f]ailure to provide payment by that date will result in the assignment of a bailiff for seizure or the commencement of legal proceedings." In response, the Plaintiff undertook to make the missed payments, advising that "[w]e will make your missed payments soon and will send you proof of that. The stop payment has been removed from Bank account so your future payments will not return."

20. However, and despite its representations, the Plaintiff failed to make any payment towards its arrears. In April, 2025, the Plaintiff also failed to make the monthly payments under Conditional Sale Contracts 5002121629 (\$12,123.78) and 5002114719 (\$11,251.56).

21. Between April 21 and 25, 2025, the Plaintiff paid its arrears under Conditional Sale Contracts 5002047470, 5002125321 and 5002129162. However, the Plaintiff failed to make the monthly payments that were due under these Conditional Sale Contracts on May 29, 2025 (5002047470), May 26, 2025 (5002125321) and May 23, 2025 (5002129162).

22. As of June 8, 2025, the Plaintiff was in default of its obligations under all of the Conditional Sale Contracts as a result of failing to make the monthly payments required thereunder. As a result of the Plaintiff's defaults under the Conditional Sale Contracts, all amounts owing under each Conditional Sale Contract became immediately due and payable.

23. Due to the Plaintiff's persistent breaches of the Conditional Sale Contracts and the increasing amount of its arrears, the Defendant demanded payment of the arrears and, in accordance with section 244 of the *Bankruptcy and Insolvency Act*, issued notices of intention to enforce security ("BIA Notices") in respect of the Vehicles as set out below:

Contract Number	Vehicle Serial Numbers	Total Arrears as of Date of BIA Notice	Date(s) of BIA Notices
5002028248	3H3V532K9NS340029 3H3V532K5NS340030	\$2,108.04	June 12, 2025
5002047470	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404	\$8,294.40	June 12, 2025
	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	\$9,455.18	April 8, 2025
5002101491	3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	\$6,997.64	April 22, 2025
	3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	\$6,664.42	February 13, 2025
5002105956	3AKJHHDR2NSNE3045	\$10,205.28	April 8, 2025

Contract Number	Vehicle Serial Numbers	Total Arrears as of Date of BIA Notice	Date(s) of BIA Notices
	3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048		
5002114719	3AKJHHDR1PSUL8701 3AKJHHDRXPSUL8700	\$11,251.56	April 22, 2025
5002116518	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	\$9,789.61	April 8, 2025
5002122745	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	\$14,366.03	April 8, 2025
5002121629	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	\$12,123.78	April 22, 2025
5002125321	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	\$12,325.22	June 2, 2025
5002129162	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	\$12,197.51	May 28, 2025
5002141253	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243 3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012	\$18,218.44	April 8, 2025

24. The Defendant also issued demand for payment to Lakhvir under the Guarantee at the same time as issuing the BIA Notices to the Plaintiff. Subsequent written demands were issued to the Plaintiff and to the Guarantor for payment of the full amount owing under the Conditional Sale Contracts, being \$3,443,086.26 (inclusive of the unpaid financed amounts owing under the Conditional Sale Contracts, late fees and bailiff costs), plus interest at the rate of 18% per annum from the date of default and legal fees.

25. Without reason or justification, the Plaintiff and Lakhvir have failed to pay the amounts owed to the Defendant pursuant to the Conditional Sale Contracts and the Guarantee, respectively.

Events Following the Issuance of the Demands for Payment and the BIA Notices

26. On May 6, 2025, the Plaintiff informed the Defendant that it would voluntarily surrender fourteen (14) of the Vehicles to the Defendant. The following day, however, the Plaintiff told the Defendant that no Vehicles would be voluntarily surrendered. As a result, the Defendant engaged bailiff services in an effort to locate and repossess the Vehicles. This was done in accordance with the Defendant's rights under the Conditional Sale Contracts and the provisions of the Manitoba PPSA.

27. Despite the Defendant's demands for repayment and the issuance of the BIA Notices, the Plaintiff continued to use and operate the Vehicles. Furthermore, and during the course of its efforts to recover the Vehicles, the Defendant was informed by its bailiffs that the Defendant stripped the identifying information from the Vehicles, including their serial numbers, frustrating the Defendant's efforts to exercise its rights under the Conditional Sale Contracts.

28. In total, the Defendant managed to locate and take possession of nineteen (19) Vehicles, as set out below:

Contract Number	Serial Numbers of Seized Vehicles	Date(s) of BIA Notices	Date of Seizure
5002047470001	1UYVS2530J2369270	April 8, 2025	May 9, 2025
5002047470001	1UYVS2535J2198404	June 12, 2025	July 18, 2025
5002105956001	3AKJHHDR8NSNE3048	April 8, 2025	May 23, 2025
5002114719001	3AKJHHDR1PSUL8701	May 21, 2025	July 14, 2025
5002116518001	3AKJHHDR0PSUL8706	April 8, 2025	May 23, 2025

Contract Number	Serial Numbers of Seized Vehicles	Date(s) of BIA Notices	Date of Seizure
5002116518001	3AKJHHDR9PSUL8705	April 8, 2025	May 29, 2025
5002121629001	3AKJHHDR3RSUU8214	April 22, 2025	May 9, 2025
5002121629001	3AKJHHDR5RSUU8215	April 22, 2025	May 23, 2025
5002129162001	3AKJHHDRXRSUV3538	May 28, 2025	June 7, 2025
5002122745001	2SHSR5320PS002084	April 8, 2025	May 9, 2025
5002122745001	2SHSR532XPS002125	April 8, 2025	May 6, 2025
5002122745001	2SHSR5323PS002077	April 8, 2025	May 29, 2025
5002122745001	2SHSR5328PS002057	April 8, 2025	July 14, 2025
5002129162001	3AKJHHDR1RSUV3539	May 28, 2025	June 7, 2025
5002141253001	3H3V533C0MT714012	April 8, 2025	May 9, 2025
5002141253001	3H3V533C5MT714006	April 8, 2025	June 13, 2025
5002114719001	3AKJHHDRXPSUL8700	April 22, 2025	May 9, 2025
5002105956001	3AKJHHDR2NSNE3045	April 8, 2025	May 21, 2025

29. Vehicle 2SHSR5323PS002077 was seized by the Defendant's bailiff from a third party who claimed that the Plaintiff owed them money, and gave them the Vehicle as a form of payment.

30. The Defendant denies that its repossession of the Vehicles occurred without lawful authority, in the manner that the Plaintiff has alleged, or at all. The Conditional Sale Contracts and the Manitoba PPSA expressly provide the Defendant with the right to repossess the Vehicles upon the Plaintiff's default. The Defendant provided numerous warnings, and issued written demands and BIA Notices to the Plaintiff well in advance of repossessing any of the Vehicles. The Plaintiff had ample opportunity to rectify the arrears and bring its accounts into good-standing. It failed to do so, and Daimler enforced its rights as a secured creditor.

31. Following the delivery of the BIA Notices, the Defendant also discovered that two of the Vehicles had suffered total losses as a result of motor vehicle accidents and that the Plaintiff

received payouts from its insurer. However, and despite its obligations to do so, the Plaintiff has refused to deliver the insurance proceeds to the Defendant.

32. Furthermore, the Defendant recently learned that the eighteen (18) Vehicles that the Defendant has been unable to repossess (the “**Outstanding Vehicles**”) were relocated to Ontario and are stored on a lot in Brampton, Ontario. Particulars of the Outstanding Vehicles are set out below:

Contract Number	Serial Numbers of Outstanding Vehicles	Date(s) of BIA Notices
5002047470	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759	June 12, 2025 and April 8, 2025
5002028248	3H3V532K5NS340030 3H3V532K9NS340029	June 12, 2025
5002122745	2SHSR5320PS002053 2SHSR5329PS002083	April 8, 2025
5002125321	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	June 2, 2025
5002141253	1UYVS3539M2014236 1UYVS3535M2014234 1UYVS3536M2014243 1UYVS3534M2014242 3H3V533C7MT714007 1UYVS3537M2014235 3H3V533C9MT714011	April 8, 2025
5002101491	3AKJHHDR7NSNE3056 3AKJHHDRXNSNE3052	April 22, 2025 and February 13, 2025

33. The relocation of the Outstanding Vehicles was done without the Defendant’s knowledge, consent or authorization, and has further hindered the Defendant’s efforts to lawfully recover same. The Plaintiff refuses to permit the Defendant to inspect the Outstanding Vehicles and the

Defendant is concerned the Plaintiff and possibly others may be dismantling the Outstanding Vehicles to sell them for parts.

34. To further frustrate the Defendant's attempts at repossession, representatives of the Plaintiff, (a) posed as an officer of the Royal Canadian Mounted Police in order to intimidate the Defendant into ceasing to exercise its lawful rights of repossession, and (b) impersonated representatives of the Plaintiff's financial institution in phony telephone calls that were placed with the Defendant. On May 9, 2025, the Defendant's bailiff was physically attacked by Lakhvir when he attempted to repossess certain Vehicles. The police were informed and Lakhvir was arrested.

The Plaintiff's Allegations are False

35. The allegations made by the Plaintiff against the Defendant are frivolous, vexatious and without merit, and no more than a continuation of the Plaintiff's breach of the Conditional Sale Contracts and bad faith efforts to frustrate the Defendant's lawful attempts to enforce its security interest and recover the Vehicles and the amounts owed to it.

36. Contrary to the Plaintiff's allegations, the Defendant did not unlawfully repossess any of the Vehicles, or enforce its security without proper notice, justification or default on the part of the Plaintiff. As set out above, the Plaintiff was consistently in breach of its obligations under the Conditional Sale Contracts by failing to make the monthly payments that were due to the Defendant. Despite the Defendant's good faith efforts to assist the Plaintiff in curing its defaults under the Conditional Sale Contracts, the Plaintiff failed to cure its arrears. Only after months of the Conditional Sale Contracts being in arrears and the delivery of the BIA Notices did the Defendant repossess certain of the Vehicles, as it was legally entitled to do.

37. Furthermore or in the alternative, the Defendant denies that the Plaintiff has suffered any damages as pled in the Statement of Claim or otherwise for which the Defendant is responsible.

38. In the further alternative, if the Plaintiff has suffered any damages as alleged (which is specifically denied), such damages were the result of the Plaintiff's own actions and its own failure to mitigate any damages.

39. In the further alternative, if the Plaintiff has suffered any damages as alleged, which is specifically denied, then such damages are excessive, remote and not recoverable from the Defendant.

40. DTF pleads and relies upon the provisions of the *Bankruptcy and Insolvency Act*, the Manitoba PPSA and the *Courts of Justice Act* (Ontario).

41. Accordingly, the Defendant asks that this action be dismissed with costs payable to it on a full indemnity basis.

COUNTERCLAIM

42. The Plaintiff by Counterclaim, Daimler Truck Financial Services Canada Corporation (“DTF”), claims:

(a) As against the Defendant to the Counterclaim, Jagdeep Sangha Transport Inc. (“JSTI”):

- (i) A declaration that JSTI is in breach of the Conditional Sale Contracts;
- (ii) Judgment in the amount of \$3,443,086.26 on account of the amounts outstanding under the Conditional Sale Contracts;
- (iii) prejudgment and postjudgment interest on the aforesaid amount at the rate of 18% per annum as set out in the Conditional Sale Contracts, or alternatively, in accordance with section 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (iv) an Order appointing a receiver or receiver-manager over the Outstanding Vehicles, as defined herein;

(b) As against the Defendant to the Counterclaim, Lakhvir Sangha (the “**Guarantor**” or “**Lakhvir**”):

- (i) the amount of \$3,443,086.26 pursuant to his Guarantee;
- (ii) prejudgment and postjudgment interest on the aforesaid amount at the rate of 18% per annum as set out in the Contract, or alternatively, in accordance

with section 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43,
as amended;

(c) As against all Defendants by Counterclaim:

(i) the costs of this proceeding, plus all applicable taxes; and

(ii) such further and other relief as to this Honourable Court may seem just.

43. DTF repeats and relies upon the allegations in the Statement of Defence in support of the Counterclaim. Capitalized terms used in this Counterclaim and not otherwise defined shall have the same meaning as in the Statement of Defence of DTF.

44. As set out in the Statement of Defence, JSTI defaulted on the payments due under the Conditional Sale Contracts in the spring of 2024 and ultimately never cured its defaults thereunder.

45. The total amount owing to DTF as of August 22, 2025 is \$3,443,086.26, inclusive of the unpaid financed amounts owing under the Conditional Sale Contracts, late fees and bailiff costs incurred by DTF, plus interest at the rate of 18% per annum from the date of default in accordance with the Conditional Sale Contracts, and legal fees. JSTI and the Guarantor are both liable for these amounts, particulars of which are set out below:

Contract Number	Payment Balance	Date of Default	Bailiff Fees	Late Fees	Total Owing (Exclusive of Interest at 18%)
5002028248	\$14,644.05	June 8, 2025	\$2,000	\$316.20	\$16,960.25
5002047470	\$74,636.61	May 29, 2025	\$7,152.63	\$1508.52	\$83,297.76

Contract Number	Payment Balance	Date of Default	Bailiff Fees	Late Fees	Total Owing (Exclusive of Interest at 18%)
5002101491	\$174,920.22	February 4, 2025	\$2,000.00	\$1,666.10	\$178,586.32
5002105956	\$283,365.90	April 2, 2025	\$7,470.00	\$2,041.06	\$292,876.96
5002114719	\$232,081.30	May 15, 2025	\$4,799.86	\$281.29	\$237,162.45
5002116518	\$323,018.06	April 3, 2025	\$13,819.73	\$978.96	\$337,816.75
5002122745	\$518,397.95	February 7, 2025	\$17,118.13	\$2,622.46	\$538,138.54
5002121629	\$253,639.24	April 15, 2025	\$3957.50	\$606.19	\$258,202.93
5002125321	\$337,512.74	May 26, 2025	\$2,000.00	\$1,848.78	\$341,361.52
5002129162	\$364,284.48	May 23, 2025	\$6,855.00	\$1,219.76	\$372,359.24
5002141253	\$769,390.64	March 23, 2025	\$13,035.00	\$3,897.90	\$776,734.66
Totals	\$3,345,891.19	N/A	\$80,207.85	\$16,987.22	\$3,443,086.26

46. Despite demand for payment, JSTI and the Guarantor have refused and/or neglected and continue to refuse and/or neglect to make any payment to DTF on account of the said indebtedness.

47. DTF claims against JSTI and the Guarantor for the sum of \$3,443,086.26, plus accrued interest from the date of JSTI's default under each of the Conditional Sale Contracts as set forth above at the rate of 18% per annum, and legal fees on a full indemnity basis. JSTI and the Guarantor are also liable for any additional other expenses incurred by DTF in connection with its efforts to realize upon the Vehicles.

Appointment of a Receiver Over the Outstanding Vehicles

48. DTF seeks the appointment of a Receiver over the Outstanding Vehicles in order to preserve the value of the Outstanding Vehicles.

49. JSTI defaulted on its obligations under the Conditional Sale Contracts, which defaults are continuing. JSTI is also insolvent.

50. DTF holds valid and enforceable security interests in the Vehicles, including each of the Outstanding Vehicles. DTF enforced its security interest by taking possession of certain of the Vehicles. However, and despite DTF's demands, JSTI has failed and refused to deliver the Outstanding Vehicles to DTF. Furthermore, JSTI has actively frustrated DTF's lawful efforts to repossess the Outstanding Vehicles.

51. JSTI's conduct, including the relocation of the Outstanding Vehicles to Ontario, the refusal to allow DTF to inspect the Outstanding Vehicles and the removal of identifying information from the Vehicles, has caused DTF to develop serious concerns that the Outstanding Vehicles are at risk of dissipation and further, that JSTI will continue to frustrate DTF's lawful efforts to repossess the Outstanding Vehicles.

52. The appointment of a Receiver will ensure that the value of the Outstanding Vehicles is preserved and maximized for the benefit of all stakeholders.

53. It is just and convenient to appoint a Receiver in the circumstances.

54. DTF proposes that this counterclaim be tried together with or immediately following the main action.

Date: August 22, 2025

DENTONS CANADA LLP

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Lawyers for the Defendant/Plaintiff by
Counterclaim

JAGDEEP SANGHA TRANSPORT INC.
Plaintiff/Defendants by Counterclaim

- and -

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION
Defendant/Plaintiff by Counterclaim

	<p>ONTARIO</p> <p>SUPERIOR COURT OF JUSTICE</p> <hr/> <p>PROCEEDING COMMENCED AT BRAMPTON</p> <hr/> <p>STATEMENT OF DEFENCE AND COUNTERCLAIM</p> <hr/> <p>DENTONS CANADA LLP 400 - 77 King Street West Toronto-Dominion Centre Toronto ON M5K 0A1</p> <p>Elaine Gray LSO # 26915K Tel: (416) 863-4775 elaine.gray@dentons.com</p> <p>Sara-Ann Wilson LSO # 56016C Tel: (416) 863-4402 sara.wilson@dentons.com</p> <p>Fraser Mackinnon Blair LSO #66683L Tel: (613) 783-9647 Fraser.mackinnon.blair@dentons.com</p> <p>Lawyers for the Defendant/Plaintiff by Counterclaim</p> <p>Name and Email for parties served: Maryam Singh / maryam@amlawyers.ca</p>
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This is Exhibit "R" referred to in the affidavit of
Mohammad Abu-Qube sworn before me,
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits
Danny M. Nunes
(LSO #53802D)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

JAGDEEP SANGHA TRANSPORT INC.

Plaintiff

and

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Defendant

A N D B E T W E E N:

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff by Counterclaim

and

JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA

Defendants by Counterclaim

CONSENT

DELOITTE RESTRUCTURING INC. (“**Deloitte**”), hereby consents to act as court-appointed receiver, without security, over the assets of Jagdeep Sangha Transport Inc. (“**JST**”) subject to the security interest granted by JST to Daimler Truck Financial Services Canada (“**Daimler**”) in accordance with an Order substantially in the form requested by Daimler, or as such Order may be amended in a manner satisfactory to Deloitte.

Dated at Toronto, Ontario this 11th day of September, 2025.

DELOITTE RESTRUCTURING INC.

Per: 

Name: Jorden Sleeth

Title: Senior Vice-President

JAGDEEP SANGHA TRANSPORT INC.

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA
CORPORATION**

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

AFFIDAVIT OF MOHAMMAD ABU-QUBE

CAPSTONE LEGAL
1370 Hurontario Street
Mississauga, ON L5G 3H4

Danny M. Nunes (LSO #53802D)
Tel: (416) 414-3311
Email: dn@capstonelegal.ca

**Lawyers for Daimler Truck Financial Services Canada
Corporation**

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE) DAY OF , 2025

B E T W E E N:

JAGDEEP SANGHA TRANSPORT INC.

Plaintiff

and

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Defendant

A N D B E T W E E N:

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff by Counterclaim

and

JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA

Defendants by Counterclaim

**ORDER
(appointing Receiver)**

THIS MOTION made by the Defendant (Plaintiff by Counterclaim), Daimler Truck Financial Services Canada Corporation (“**Daimler**”), 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 Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (in such capacities, the “**Receiver**”) without security,

of certain property of Jagdeep Sangha Transport Inc. (the “**Debtor**”), was heard this day at 7755 Hurontario Street, Brampton, Ontario, L6W 4T1.

ON READING the affidavit of Mohammad Abu-Qube sworn September 15, 2025 and the Exhibits thereto (the “**Abu-Qube Affidavit**”) and on hearing the submissions of counsel for Daimler and the Debtor, no one else appearing although duly served as appears from the affidavit of service of Danny M. Nunes sworn September •, 2025, and on reading the consent of Deloitte to act as the Receiver,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Abu-Qube Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, over the property of the Debtor subject to the security interest granted to Daimler by the Debtor under the Conditional Sale Contracts and all proceeds thereof, including but not limited to the Outstanding Vehicles listed in Schedule “A” hereto (the “**Property**”).

RECEIVER’S POWERS

4. **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 engage consultants, appraisers, agents, bailiffs, 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;
- (d) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (g) 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;
- (h) 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 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;

(i) 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;

(j) 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, excluding any transaction pursuant to paragraph 5 of this Order, not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction, excluding any transaction pursuant to paragraph 5 of this Order, 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*, shall not be required;

(k) 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;

(l) 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;

- (m) to apply for any permits, licences, approvals or permissions in respect of the Property 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;
- (n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor;
- (o) to exercise any shareholder, partnership, joint venture or other rights in respect of the Property which the Debtor may have; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligation;

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.

SALE OF PROPERTY AT AUCTION

5. **THIS COURT ORDERS** that the Receiver is authorized to enter into agreements with Ritchie Bros. Auctioneers (Canada) Ltd., or such other auctioneer as may be approved by Daimler, for the sale of one or more of the Outstanding Vehicles and other Property (collectively, the “**Purchased Assets**”) at public auction, and take such steps and execute such additional documents as may be necessary or desirable for the sale of the Purchased Assets at public auction and the conveyance of the Purchased Assets to respective purchasers.

6. **THIS COURT ORDERS** that upon the completion of the sale of one or more of the Purchased Assets at auction, upon receipt by the auctioneer of the purchase price and delivery of a bill of sale or similar evidence of purchase and sale (the “**Bill of Sale**”), all of the Debtor’s right, title and interest in and to the Purchased Asset purchased by the respective purchaser shall vest absolutely in such purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or

monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by this Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (“**PPSA**”), the *Repair and Storage Liens Act* (Ontario) (“**RSLA**”), or any other personal property registry system or similar provincial legislation (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to such Purchased Assets sold at auction are hereby expunged and discharged as against such Purchased Assets upon the delivery of a Bill of Sale.

7. **THIS COURT ORDERS** that, upon the completion of the sale of one or more Purchased Assets at auction, the Receiver is authorized to execute discharges or other documentation necessary or desirable to discharge all PPSA, RSLA or other registrations against the Purchased Assets and to execute all documentation necessary to transfer ownership of the Purchased Assets and this Court hereby directs the Ministry of Transportation Ontario, Service Ontario and any analogous governmental authority to endorse, certify and/or issue such documents and take such further actions as are necessary to give effect to this paragraph.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets sold at auction shall stand in the place and stead of the Purchased Assets sold at auction, and that from and after the delivery of a Bill of Sale all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets sold at auction and described in such Bill of Sale with the same priority as they had with respect to such Purchased Assets immediately prior to their sale at auction, as if such Purchased Assets had not been sold at auction and remained in the possession or control of the person having that possession or control immediately prior to their sale at auction.

9. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of each of the Purchased Assets in its respective purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

10. **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.

11. **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 Property, 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

11 or in paragraph 12 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.

12. **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.

INVESTIGATIVE POWERS

13. **THIS COURT ORDERS** that the Receiver is hereby authorized to exercise all available investigative and other rights and remedies available to a trustee in bankruptcy under the BIA and is hereby authorized to examine under oath any Person, including but not limited to representatives of the Debtor, that the Receiver reasonably considers to have knowledge of the affairs or Property of the Debtor, including the Outstanding Vehicles.

14. **THIS COURT ORDERS** that, further to the preceding paragraph, the Receiver shall be authorized and empowered to examine, under oath, Lakhvir Sangha, in his capacity as director and officer of the Debtor, with respect to the location, whereabouts and disposition of the Property, including the Outstanding Vehicles, and such other matters as the Receiver may see fit in carrying out the terms and provisions of this Order and the administration of the Receiver's mandate set out herein. Upon delivery of a notice of examination by the Receiver, Mr. Sangha is hereby directed to attend at the examination at such time and place as the Receiver may advise.

NO PROCEEDINGS AGAINST THE RECEIVER

15. **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

16. **THIS COURT ORDERS** that no Proceeding against or in respect of 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 Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

17. **THIS COURT ORDERS** that all rights and remedies against Debtor in respect of the Property, 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

18. **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 in respect of the Property, without written consent of the Receiver or leave of this Court.

RECEIVER TO HOLD FUNDS

19. **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, 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

20. **THIS COURT ORDERS** that 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.

CASL

21. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulation*, Reg. 18000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

22. **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

23. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or 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. 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

24. **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.

25. **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 this Court.

26. **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

27. **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 \$500,000 (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.

28. **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.

29. **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.

30. **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

31. **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. This Court further orders that a Case Website shall be established in accordance with the Protocol.

32. **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

33. **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.

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

35. **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.

36. **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.

37. **THIS COURT ORDERS** that Daimler shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of Daimler's security or, if not so provided by Daimler'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.

38. **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.

39. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01AM EST on the date of this Order and is enforceable without any need for entry and filing.

SCHEDULE "A"**Outstanding Vehicles**

	VIN	MAKE	MODEL	YEAR
1	1UYVS2536J2198394	Utility	Tandem Reefer	2018
2	1UYVS2534J2369210	Utility	Tandem Reefer	2018
3	1UYVS2531J2994759	Utility	Tandem Reefer	2018
4	3H3V532K5NS340030	Hyundai	Dry Van	2022
5	3H3V532K9NS340029	Hyundai	Dry Van	2022
6	3AKJHHDR7NSNE3056	Freightliner	Cascadia 126	2022
7	3AKJHHDRXNSNE3052	Freightliner	Cascadia 126	2022
8	2SHSR5329PS002083	Vanguard	Cool Globe	2023
9	3AKJHHDR7RSUU8216	Freightliner	PT126LP	2024
10	3AKJHHDR9RSUU8217	Freightliner	PT126LP	2024
11	1UYVS3539M2014236	Utility	Reefer Trailer	2021
12	1UYVS3535M2014234	Utility	Reefer Trailer	2021
13	1UYVS3536M2014243	Utility	Reefer Trailer	2021
14	1UYVS3534M2014242	Utility	Reefer Trailer	2021
15	3H3V533C7MT714007	Utility	Reefer Trailer	2021
16	3H3V533C0MT714009	Utility	Reefer Trailer	2021
17	1UYVS3537M2014235	Utility	Reefer Trailer	2021
18	3H3V533C9MT714011	Utility	Reefer Trailer	2021
19	3AKJHHDR6NSNE3047	Freightliner	Tractor	2022

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of certain property of Jagdeep Sangha Transport Inc., including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ____ day of _____, 2025 (the "**Order**") made in an action having Court file number CV-25-00003788-0000, 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 [daily][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__.

Deloitte Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal or corporate capacity

Per: _____

Name:

Title:

JAGDEEP SANGHA TRANSPORT INC.

-and-

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT BRAMPTON

**ORDER
(APPOINTING RECEIVER)**

CAPSTONE LEGAL
1370 Hurontario Street
Mississauga, ON L5G 3H4

Danny M. Nunes (LSO #53802D)
Tel: (416) 414-3311
Email: dn@capstonelegal.ca

Lawyers for Daimler Truck Financial Services Canada Corporation

TAB 4

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. CV-25-00003788-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE) DAY, THE DAY

JUSTICE) OF , 20

PLAINTIFF¹

THE HONOURABLE) THE

JUSTICE) DAY OF , 2025

BETWEEN:

JAGDEEP SANGHA TRANSPORT INC.

-and-

DEFENDANT

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

AND BETWEEN:

¹The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

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Plaintiff

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Defendant

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DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

Plaintiff by Counterclaim

and

JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA

Defendants by Counterclaim

**ORDER
(appointing Receiver)**

THIS MOTION made by the Defendant (Plaintiff² by Counterclaim), Daimler Truck Financial Services Canada Corporation ("**Daimler**"), 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 [RECEIVER'S NAME] Deloitte Restructuring Inc. ("**Deloitte**") as receiver {and manager} (in such capacities, the "**Receiver**") without security, of all certain property of Jagdeep Sangha Transport Inc. (the assets, undertakings and properties of [DEBTOR'S NAME] (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor,"), was heard this day at 330 University Avenue, Toronto 7755 Hurontario Street, Brampton, Ontario, L6W 4T1.

ON READING the affidavit of [NAME] Mohammad Abu-Qube sworn [DATE] September 15, 2025 and the Exhibits thereto (the "**Abu-Qube Affidavit**") and on hearing the submissions of counsel for [NAMES], Daimler and the Debtor, no one else appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] Danny M. Nunes sworn [DATE] September 9, 2025, and on reading the consent of [RECEIVER'S NAME] Deloitte to act as the Receiver,

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

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SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion is hereby abridged and validated³ so that this ~~motion~~ application is properly returnable today and hereby dispenses with further service thereof.

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DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Abu-Qube Affidavit.

APPOINTMENT

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2.3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, [RECEIVER'S NAME]Dcloitte is hereby appointed Receiver, without security, of all ~~of over the assets, undertakings and properties~~ property of the Debtor acquired for, or used in relations ~~subject to a business carried on the~~ security interest granted to Daimler by the Debtor, including under the Conditional Sale Contracts and all proceeds thereof (the "Property"); including but not limited to the Outstanding Vehicles listed in Schedule "A" hereto (the "Property").

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RECEIVER'S POWERS

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3.4. **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:

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- (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

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³ If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.

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)~~(c) to engage consultants, appraisers, agents, bailiffs, 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;

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~~(e)~~(d) 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~~ assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

~~(f)~~(e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

~~(g)~~(f) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;

~~(h)~~(g) 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)~~(h) 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.⁴ 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)(i) 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)(i) 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, excluding any transaction pursuant to paragraph 5 of this Order, not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction, excluding any transaction pursuant to paragraph 5 of this Order, 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*, ~~for section 31 of the Ontario *Mortgages Act*,~~ as the

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

~~case may be,⁵ shall not be required, and in each case the Ontario Bulk Sales Act shall not apply;~~

~~(f)(k)~~ 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;

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~~(m)(l)~~ 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)(m)~~ to apply for any permits, licences, approvals or permissions in respect of the Property 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;

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~~(p)(n)~~ 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)(o)~~ to exercise any shareholder, partnership, joint venture or other rights in respect of the Property which the Debtor may have; and

~~(r)(p)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; obligation;

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⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

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.

SALE OF PROPERTY AT AUCTION

5. THIS COURT ORDERS that the Receiver is authorized to enter into agreements with Ritchie Bros. Auctioneers (Canada) Ltd., or such other auctioneer as may be approved by Daimler, for the sale of one or more of the Outstanding Vehicles and other Property (collectively, the "Purchased Assets") at public auction, and take such steps and execute such additional documents as may be necessary or desirable for the sale of the Purchased Assets at public auction and the conveyance of the Purchased Assets to respective purchasers.

6. THIS COURT ORDERS that upon the completion of the sale of one or more of the Purchased Assets at auction, upon receipt by the auctioneer of the purchase price and delivery of a bill of sale or similar evidence of purchase and sale (the "Bill of Sale"), all of the Debtor's right, title and interest in and to the Purchased Asset purchased by the respective purchaser shall vest absolutely in such purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by this Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) ("PPSA"), the *Repair and Storage Liens Act* (Ontario) ("RSLA"), or any other personal property registry system or similar provincial legislation (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to such Purchased Assets sold at auction are hereby expunged and discharged as against such Purchased Assets upon the delivery of a Bill of Sale.

7. THIS COURT ORDERS that, upon the completion of the sale of one or more Purchased Assets at auction, the Receiver is authorized to execute discharges or other documentation necessary or desirable to discharge all PPSA, RSLA or other registrations against the Purchased

Assets and to execute all documentation necessary to transfer ownership of the Purchased Assets and this Court hereby directs the Ministry of Transportation Ontario, Service Ontario and any analogous governmental authority to endorse, certify and/or issue such documents and take such further actions as are necessary to give effect to this paragraph.

8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets sold at auction shall stand in the place and stead of the Purchased Assets sold at auction, and that from and after the delivery of a Bill of Sale all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets sold at auction and described in such Bill of Sale with the same priority as they had with respect to such Purchased Assets immediately prior to their sale at auction, as if such Purchased Assets had not been sold at auction and remained in the possession or control of the person having that possession or control immediately prior to their sale at auction.

9. THIS COURT ORDERS that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of each of the Purchased Assets in its respective purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the Bankruptcy and Insolvency Act (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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4.10. **THIS COURT ORDERS** that ~~(i)~~(i) the Debtor, ~~(ii)~~(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)~~(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.

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5.11. **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 Property, 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 5.11 or in paragraph 6.12 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.

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6.12. **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

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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.~~

INVESTIGATIVE POWERS

13. THIS COURT ORDERS that the Receiver is hereby authorized to exercise all available investigative and other rights and remedies available to a trustee in bankruptcy under the BIA and is hereby authorized to examine under oath any Person, including but not limited to representatives of the Debtor, that the Receiver reasonably considers to have knowledge of the affairs or Property of the Debtor, including the Outstanding Vehicles.

14. THIS COURT ORDERS that, further to the preceding paragraph, the Receiver shall be authorized and empowered to examine, under oath, Lakhvir Sangha, in his capacity as director and officer of the Debtor, with respect to the location, whereabouts and disposition of the Property, including the Outstanding Vehicles, and such other matters as the Receiver may see fit in carrying out the terms and provisions of this Order and the administration of the Receiver's mandate set out herein. Upon delivery of a notice of examination by the Receiver, Mr. Sangha is hereby directed to attend at the examination at such time and place as the Receiver may advise.

NO PROCEEDINGS AGAINST THE RECEIVER

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8.15. **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.

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NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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9.16. **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.

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NO EXERCISE OF RIGHTS OR REMEDIES

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10.17. **THIS COURT ORDERS** that all rights and remedies against the Debtor in respect of the Property, 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.

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NO INTERFERENCE WITH THE RECEIVER

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11.18. **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 in respect of the Property, without written consent of the Receiver or leave of this Court.

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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

13.19. **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.

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EMPLOYEES

14.20. **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** **THIS COURT ORDERS** that 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*.

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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.~~

CASL

~~21. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulation, Reg. 18000-2-175 (SOR/DORS).~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

~~16.22. 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~~

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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.

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LIMITATION ON THE RECEIVER'S LIABILITY

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17.23. **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.

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RECEIVER'S ACCOUNTS

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18.24. **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.⁶

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⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

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~~19.25.~~ **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 Commercial List of the Ontario Superior Court of Justice this Court.

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~~20.26.~~ **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.

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FUNDING OF THE RECEIVERSHIP

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~~21.27.~~ **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 \$~~500,000~~ (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.

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~~22.28.~~ **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.

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~~23.29.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A"~~"B"~~ hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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~~24.30.~~ **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.

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SERVICE AND NOTICE

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~~25.31.~~ **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/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. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [\[REDACTED\]](#).

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~~26.32.~~ **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.

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GENERAL

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~~27.33.~~ **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.

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

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29.35. 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.

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30.36. 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.

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31.37. THIS COURT ORDERS that ~~the Plaintiff~~ Daimler shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~ Daimler's security or, if not so provided by ~~the Plaintiff's~~ Daimler'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.

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32.38. 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~~ '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.

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39. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01AM EST on the date of this Order and is enforceable without any need for entry and filing.

SCHEDULE "A"

Outstanding Vehicles

	VIN	MAKE	MODEL	YEAR
1	1UYVS2536J2198394	Utility	Tandem Reefer	2018
2	1UYVS2534J2369210	Utility	Tandem Reefer	2018
3	1UYVS2531J2994759	Utility	Tandem Reefer	2018
4	3H3V532K5NS340030	Hyundai	Dry Van	2022
5	3H3V532K9NS340029	Hyundai	Dry Van	2022
6	3AKJHHDR7NSNE3056	Freightliner	Cascadia 126	2022
7	3AKJHHDRXNSNE3052	Freightliner	Cascadia 126	2022
8	2SHSR5329PS002083	Vanguard	Cool Globe	2023
9	3AKJHHDR7RSUU8216	Freightliner	PT126LP	2024
10	3AKJHHDR9RSUU8217	Freightliner	PT126LP	2024
11	1UYVS3539M2014236	Utility	Reefer Trailer	2021
12	1UYVS3535M2014234	Utility	Reefer Trailer	2021
13	1UYVS3536M2014243	Utility	Reefer Trailer	2021
14	1UYVS3534M2014242	Utility	Reefer Trailer	2021
15	3H3V533C7MT714007	Utility	Reefer Trailer	2021
16	3H3V533C0MT714009	Utility	Reefer Trailer	2021
17	1UYVS3537M2014235	Utility	Reefer Trailer	2021
18	3H3V533C9MT714011	Utility	Reefer Trailer	2021
19	3AKJHHDR6NSNE3047	Freightliner	Tractor	2022

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the ~~assets, undertakings and properties~~ ~~[DEBTOR'S NAME]~~ acquired for, or used in relation to a business carried on by the Debtor, certain property of Jagdeep Sangha Transport Inc., including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the _____ day of _____, 20____2025 (the "**Order**") made in an action having Court file number ~~CL-~~_____, CV-25-00003788-0000, 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 [daily][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.

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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__.

[RECEIVER'S NAME] Deloitte Restructuring
Inc., solely in its capacity
as Receiver of the Property, and not in its
personal or corporate capacity

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Per: _____
Name:
Title:

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Court File No: CV-25-00003788-0000

JAGDEEP SANGHA TRANSPORT INC.

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA
CORPORATION**

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

ORDER
(APPOINTING RECEIVER)

CAPSTONE LEGAL
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Mississauga, ON L5G 3H4

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Lawyers for Daimler Truck Financial Services Canada
Corporation

JAGDEEP SANGHA TRANSPORT INC.

-and- **DAIMLER TRUCK FINANCIAL SERVICES CANADA
CORPORATION**

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

MOTION RECORD (Vol. 3 of 3)

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Corporation**