

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

**BETWEEN:**

**ROYAL BANK OF CANADA**

**Applicant**

**- and -**

**421342 ONTARIO LIMITED**

**Respondent**

**FIRST REPORT OF THE RECEIVER**

**DATED FEBRUARY 23, 2023**

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**EXHIBITS**

- A** Appointment Order of the Honourable Justice Steele of the Ontario Superior Court of Justice, dated February 10, 2023
- B** Notice of Bankruptcy, dated January 31, 2023
- C** Notice of Receiver, dated February 14, 2023
- D** Used Vehicles listing
- E** Email from Legal counsel for T. Cotton confirming sale of Used Vehicles by auction, dated February 14, 2023

**CONFIDENTIAL EXHIBITS**

- A** Sale Agreement, dated February 16, 2023

## INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated February 10, 2023 (the “**Appointment Order**”), Raymond Chabot Inc. (“**RCI**”) was appointed as receiver (the “**Receiver**”) of all the assets, undertakings and properties (collectively, the “**Property**”) of the Respondent, 421342 Ontario Limited (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor. The Appointment Order is attached hereto as **Exhibit A**.
2. Prior to the Appointment Order being issued, the Debtor had filed a voluntary assignment in bankruptcy on January 27, 2023 and RCI was appointed to act as Licensed Insolvency Trustee (“**LIT**”). Following the filing of the assignment in bankruptcy, the LIT issued the Notice of Bankruptcy and First Meeting of Creditors (“**Notice of Bankruptcy**”) pursuant to the *Bankruptcy and Insolvency Act* (“**BIA**”) to all known creditors of the Debtor as indicated in the sworn statement of affairs filed by the Debtor. The Notice of Bankruptcy is attached hereto as **Exhibit B**.
3. The Appointment Order authorizes the Receiver to, among other things, take possession of, and exercise control over the Property, and any and all proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - a. without the approval of the Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$400,000; and
  - b. with the approval of the Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amounts set out in the preceding subparagraph.
4. Shortly following the issuance of the Appointment Order, the Receiver issued a Notice and Statement of the Receiver (“**Notice of Receiver**”) pursuant to subsections 245(1) and 246(1) of the BIA in respect of the Debtor. The Notice of Receiver is attached hereto as **Exhibit C**.
5. The Appointment Order, together with the Notice of Bankruptcy and the Notice of Receiver have been posted on the Receiver’s website at <https://www.raymondchabot.com/public-records/>.

6. As is detailed below, the Receiver is recommending that the Court authorize the Receiver to execute and enter into the Sale Agreement and allow the Debtor's Used Vehicles to be sold at auction (as these terms are defined below).

## PURPOSE OF REPORT

7. The purpose of this first report of the Receiver to the Court (the "**Report**") is to:
  - a. provide a summary of the Receiver's activities to date;
  - b. provide details of recent break-ins and property damage to the Debtor's main place of business located at 775 Gardiners Road, Kingston, Ontario (the "**Kingston Location**");
  - c. provide the Court with the evidentiary basis in support of the Receiver's requests for the following Orders:
    - i. approving the activities and conduct of the Receiver and its counsel as described in this Report, including, without limitation, the steps taken by the Receiver in respect of the marketing and sales process undertaken by the Receiver in relation to the Debtor's inventory of used vehicles (the "**Used Vehicles**"); and
    - ii. authorizing and directing the Receiver to enter into and carry out the terms of a consignment agreement dated February 16, 2023 (the "**Sale Agreement**"), attached hereto as **Confidential Exhibit A**, as between the Receiver and 1760671 Ontario Inc. o/a 401 Auto Dealers Exchange ("**401 Auto**"), together with any further amendments thereto deemed necessary by the Receiver (the "**Transaction**"), and vesting title to the Used Vehicles described in the Sale Agreement to the parties who will purchase the vehicles at auction.

## TERMS OF REFERENCE

8. In preparing this Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with management, and information from third-party sources (collectively, the "**Information**"). Except as described in this Report:

- a. the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
  - b. the Receiver has prepared this Report in its capacity as a Court-appointed officer to support the Court’s approval of the sale of the used motor vehicles inventory of the Debtor and the other relief being sought. Parties using the Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
9. Unless otherwise stated, all dollar amounts contained in the Report are expressed in Canadian dollars.
  10. Unless otherwise provided, all other capitalized terms not otherwise defined in this Report are as defined in the Appointment Order.

## BACKGROUND

11. The Debtor is an Ontario corporation that was incorporated on July 31, 1979 and operated a used car dealership from the Kingston Location and another location at 4184 Old Highway 2, Belleville, Ontario (the “**Belleville Location**”).
12. As at the date of the Appointment Order, Mr. Trevor Cotton (“**T. Cotton**”) and Mr. Walter Ronald Cotton were directors of the Debtor. T. Cotton is the Debtor’s majority shareholder and its designated representative pursuant to the director’s resolution authorizing the Debtor to file the assignment in bankruptcy, as outlined above. The Receiver has been in constant communication with T. Cotton during the bankruptcy and receivership proceedings.
13. The Debtor’s main asset consists of the Used Vehicles inventory, the listing of which is attached hereto as **Exhibit D**.

14. The Applicant, Royal Bank of Canada (“RBC”), is a chartered bank and is the Debtor’s primary secured creditor.

## TAKING POSSESSION AND SAFEGUARDING ASSETS

15. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:

- a. Established the Receiver’s website and issued the Notice of Receiver in respect of the Debtor;
- b. Reviewed the Debtor’s available books and records;
- c. Communicated with legal counsel for the landlord regarding the payment of occupation rent for the Kingston Location;
- d. Transferred the utility accounts for the Kingston Location in the Receiver’s name to ensure ongoing service;
- e. Changed the building and gate locks at both the Kingston Location and the Belleville Location;
- f. Obtained a back up of documents from numerous computers located at the Kingston Location;
- g. Prepared a detailed list of assets (including known leased and third-party assets) located at the Debtor’s locations based on available records;
- h. Obtained details on incomplete and funded used vehicle sales to customers and made arrangements to cancel the sales and issue refunds to the customers and their lenders;
- i. Communicated with numerous customers regarding tire and wheel storage and other various matters;
- j. Obtained “Black Book” values for the Used Vehicles;
- k. Obtained an independent appraisal of the equipment and other assets of the Debtor;
- l. Retained the services of an independent agent to secure the premises, provide security, and assist in emergency repairs to the Kingston Location.
- m. Communicated with potential “en bloc” purchasers and a local auction company regarding the sale of the Used Vehicles;
- n. Moved all vehicles from the Belleville Location to the Kingston Location to facilitate the sales process and reduce any potential occupation rent to be paid by the Receiver; and
- o. Insured the assets of the Debtor.

## MARKETING AND SAFEKEEPING OF THE USED VEHICLES

16. The Receiver's initial plan of action with respect to the sale of the Used Vehicles was as follows:
  - a. Prepare and issue a "Call for Offers" to potential "en bloc" purchasers and, if successful, seek Court approval of a sale;
  - b. If the Call for Offers did not result in a sale, the Receiver would attend in Court to obtain approval to have the Used Vehicles sold at auction by 401 Auto;
  - c. This would allow the Receiver to market the Used Vehicles and make a recommendation to the Court accordingly; and
  - d. The above plan of action was established in consultation with T. Cotton who agreed to provide a list of potential "en bloc" purchasers and put the Receiver in contact with 401 Auto.
  
17. Unfortunately, despite the Receiver's best efforts to secure the premises, there were three (3) separate break-ins at the Kingston Location in the days leading up to the issuance of the Call for Offers. These resulted in damage to the building and various stolen items.
  
18. As a result of the above, the Receiver had no alternative but to retain 24-hour security at significant additional expense to the estate.
  
19. The issuance of the Call for Offers would have further extended the required occupancy period of the Receiver, thereby incurring additional security and rental costs. The Receiver discussed these issues with T. Cotton and RBC and determined that, based on recent developments, it was in the best interest of all stakeholders involved to forgo the Call for Offers process and have the Used Vehicles transferred to 401 Auto as soon as possible. As of the date of this report, all Used Vehicles have been transferred and are in the possession and care of 401 Auto, and they are all located in a safe storage compound.
  
20. The Receiver also undertook to remove all other realizable assets from the premises as soon as practically possible and vacate the premises. T. Cotton also confirmed that in his view, selling the Used Vehicles at auction by 401 Auto would maximize exposure to the market and to multiple purchasers and result in a higher recovery. Legal counsel for T. Cotton also confirmed the foregoing in an email to the Receiver, a copy which is attached hereto as **Exhibit E**.



## SALE OF USED VEHICLES AT AUCTION

21. The Receiver communicated with 401 Auto, which offered very favourable terms for the sale of the used vehicles at auction. A copy of the Sale Agreement is attached hereto as **Confidential Exhibit A**.
  
22. For the foregoing and the following reasons, and in light of recent developments, the Receiver recommends that the Court authorize the Receiver to sell the vehicles at auction in accordance with the Sale Agreement:
  - a. The proposed sales process ensures that the Used Vehicles are safeguarded and will limit ongoing carrying costs for the Receiver, including on-site security and occupation rent;
  - b. The sales process is supported by RBC, the Debtor's primary secured creditor, along with the Debtor and its principal, T. Cotton;
  - c. The proposed sales process is common in the used vehicles sales industry, and it will maximize exposure to the market and to multiple purchasers and is more likely to result in a better recovery for the stakeholders;
  - d. 401 Auto is a well known and reputable used vehicle auctioneer, and the proposed terms of sale by 401 Auto are highly favourable and will likely result in better recovery for the stakeholders;
  - e. The contemplated sales process is, in the view of the Receiver, superior to other options available to the Receiver, and the Receiver does not believe that further marketing the Used Vehicles will result in a better outcome; and
  - f. The proposed sales process therefore appears to be in the best interest of all stakeholders.
  
23. The Receiver is not seeking a distribution order from the Court at this time and will seek same at a later date. Thus, there is no prejudice to any stakeholders to the relief being sought by the Receiver. In this regard, the Receiver notes that, pursuant to the Commercial List's model approval and vesting order, for the purposes of determining the nature and priority of any claim, the net proceeds of sale of the assets shall stand in the place and stead of the assets, and that following the delivery of the required Receiver's certificate, all claims and encumbrances shall attach to the net proceeds of sale with the same priority as they had with respect to the assets prior to the sale.

## CONFIDENTIAL EXHIBITS

24. The Receiver is of the view that Confidential Exhibit A should be sealed and remain sealed until the earlier of the completion of the transaction described herein, or further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Debtors' Used Vehicles in the event the said transaction does not close. The Receiver does not believe that any party will suffer prejudice if Confidential Exhibit A is sealed in this manner.

## RECEIVER'S RECOMMENDATIONS

25. For the reasons set out above, the Receiver recommends that the Court make an Order or Orders:
- a. approving the activities of the Receiver and its counsel as described in this Report including, without limitation, the steps taken by the Receiver in respect of the marketing and sales process undertaken by the Receiver in relation to the Used Vehicles; and
  - b. authorizing and directing the Receiver to enter into and carry out the terms of the Sale Agreement, between the Receiver and 401 Auto, together with any further amendments thereto deemed necessary by the Receiver, and vesting title to the Used Vehicles to the parties who will purchase the used vehicles at auction.

All of which is respectfully submitted at Ottawa, Ontario this 23<sup>rd</sup> day of February 2023.

### **RAYMOND CHABOT INC.**

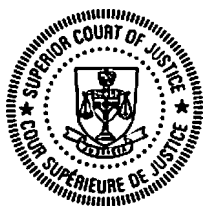
Receiver of the assets, undertakings and property of  
421342 Ontario Limited,  
and not in its personal capacity.



Per:

Stanley Loiselle, CIRP, LIT

**TAB A**



Court File No. CV-23-00693550-00CL

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

THE HONOURABLE ) FRIDAY, THE 10<sup>TH</sup> DAY  
JUSTICE JANA STEELE ) OF FEBRUARY, 2023.

**BETWEEN:**

ROYAL BANK OF CANADA

Applicant

- and -

421342 ONTARIO LIMITED

Respondent

**ORDER**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Raymond Chabot Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondent, 421342 Ontario Limited (the "Debtor"), acquired for, or used in relation to a business carried out by the Debtor, was heard this day at the Courthouse, 330 University Avenue, Toronto, Ontario, M5G 1R7.

ON READING the Affidavit of Dave Jenkins, sworn on January 25, 2023 and the Exhibits thereto, the Factum and Authorities of the Applicant, on hearing the submissions of counsel for the parties, no one appearing on behalf of any other creditors on the Service List although duly served as appears from the Affidavit of Service of Roxanne Chapman sworn on January 31, 2023 and on reading the consent of Raymond Chabot Inc., dated January 24, 2023, to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

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

### **RECEIVER'S POWERS**

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

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

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

- (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$400,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

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

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

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



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

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone

numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

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

#### **EMPLOYEES**

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

#### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such

personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

## **RECEIVER'S ACCOUNTS**

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

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

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

## **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise,

in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### **SERVICE AND NOTICE**

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

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

or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

**GENERAL**

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

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

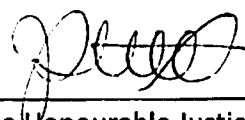
29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

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

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

33. THIS COURT ORDERS that notwithstanding the engagement of Soloway Wright LLP as counsel for the Applicant in bringing this application, the Receiver may engage Soloway Wright LLP as its legal counsel in respect of matter where there is no conflict of interest. The Receiver shall, however, engage independent legal counsel in respect of any matter where a conflict of interest arises.



---

The Honourable Justice Jana Steele



**RECEIVER'S CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that Raymond Chabot Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Order") made in an action having Court file number \_\_\_\_\_, 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 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 \_\_\_\_\_, 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\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Debtor/Firm:

ROYAL BANK OF CANADA  
Applicant

-and- 421342 ONTARIO LIMITED  
Respondent

Court File No. CV-23-00693550-00CL

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

PROCEEDING COMMENCED AT TORONTO

**ORDER**

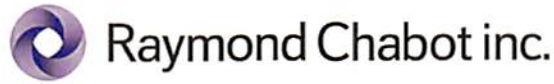
**SOLOWAY WRIGHT LLP**

Lawyers  
700-427 Laurier Avenue West  
Ottawa, ON K1R 7Y2

**André A. Ducasse (#44739R)**  
[aducasse@solowaywright.com](mailto:aducasse@solowaywright.com)  
613-236-0111 telephone  
613-238-8507 facsimile

Lawyers for the Applicant, Royal Bank of Canada

**TAB B**



AVIS À TOUS LES CRÉANCIERS/NOTICE TO CREDITORS  
ENVOI DE PREUVE DE RÉCLAMATION/TRANSMISSION OF PROOF OF CLAIM

Nous vous encourageons à nous transmettre votre preuve de réclamation par courriel.  
We strongly encourage you to send your proof of claim by email.

\*\*\*\*\*NOTE IMPORTANTE\*\*\*\*\*

DANS LE CADRE DE LA PANDÉMIE DE COVID-19, LES PROFESSIONNELS DU DOMAINE DE L'INSOLVABILITÉ, EN COLLABORATION AVEC LE BUREAU DU SURINTENDANT DES FAILLITES, ONT DÉCIDÉ DE METTRE EN PLACE DES MESURES PRÉVENTIVES AFIN DE RÉDUIRE LES CONTACTS DIRECTS ENTRE PERSONNES. POUR SE CONFORMER À L'INSTRUCTION DU SURINTENDANT, LE PRÉSIDENT DE L'ASSEMBLÉE DES CRÉANCIERS VALIDERA L'IDENTITÉ DES CRÉANCIERS PARTICIPANTS. LES CRÉANCIERS DEVRONT S'ASSURER D'AVOIR TRANSMIS LEURS RÉCLAMATIONS AVANT L'OUVERTURE DE L'ASSEMBLÉE.

SI VOUS AVEZ DES QUESTIONS OU PRÉOCCUPATIONS, N'HÉSITÉS PAS À COMMUNIQUER AVEC NOUS.

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*

DUE TO THE COVID-19 PANDEMIC, INSOLVENCY PROFESSIONALS, IN ASSOCIATION WITH THE OFFICE OF THE SUPERINTENDENT OF BANKRUPTCIES, HAVE DECIDED TO IMPLEMENT PREVENTIVE MEASURES TO REDUCE DIRECT CONTACT BETWEEN INDIVIDUALS. IN ORDER TO COMPLY WITH THE SUPERINTENDENT'S INSTRUCTIONS, THE CHAIR OF THE MEETING OF CREDITORS WILL VALIDATE THE IDENTITY OF PARTICIPATING CREDITORS. CREDITORS MUST ENSURE THEY HAVE SUBMITTED THEIR CLAIMS BEFORE THE START OF THE MEETING.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, DO NOT HESITATE TO CONTACT US.

\*\*\*\*\*

Merci,  
Thank you,

RAYMOND CHABOT INC.  
Syndic autorisé en insolvabilité/Licensed Insolvency Trustee



# Raymond Chabot Inc.

An affiliate of  
Raymond Chabot Grant Thornton  
LLP

District of: Ontario  
Division No: 11 - Kingston  
Court No: 33-2905592  
Estate No: 33-2905592

FORM 68

## Notice of Bankruptcy, First Meeting of Creditors

(Subsection 102(1) of the Act)

In the matter of the Bankruptcy of 421342 Ontario Limited  
having its head office at 775 Gardiners Rd, in the City of Kingston, Province of Ontario, K7M 7H8, operating under  
the trade names Carone, Carone Belleville, Carcare Warranty Coverage and Total Asset Management Company

Original

Amended

Take notice that:

1. 421342 Ontario Limited filed an assignment on the 27th day of January, 2023, and the undersigned, Raymond Chabot Inc., was appointed as trustee of the estate of the bankrupt by the official receiver, subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on 17th day of February, 2023, at 10:00 AM via Teams videoconference. If you wish to join the said videoconference, please inform us by email at : Reclamation-Claims@rcgt.com.
3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate.

Dated at Laval, Quebec, this 31st day of January, 2023.

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Raymond Chabot Inc.  
Licensed Insolvency Trustee

District of: Ontario  
 Division No: 11 - Kingston  
 Court No: 33-2905592  
 Estate No: 33-2905592

FORM 78

**Statement of Affairs (Business Bankruptcy)**  
 (Subsection 49(2) and Paragraph 158(d) of the Act)

In the matter of the Bankruptcy of 421342 Ontario Limited  
 having its head office at 775 Gardiners Rd, in the City of Kingston, Province of Ontario, K7M 7H8, operating under  
 the trade names Carone, Carone Belleville, Carcare Warranty Coverage and Total Asset Management Company

Original  Amended

To the Bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of your bankruptcy on the 27th day of January, 2023. When completed, this form and the applicable attachments will constitute your Statement of Affairs and must be verified by oath or solemn declaration.

<b>LIABILITIES</b> (As stated and estimated by Bankrupt)		
1.	Unsecured creditors as per list "A"	\$1,613,391.23
2.	Secured creditors as per list "B"	\$8,868,380.09
3.	Preferred creditors as per list "C"	\$2.00
4.	Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	\$1.00
		\$0.00
<b>Total Liabilities</b>		<b>\$10,481,774.32</b>
<b>Surplus</b>		<b>\$0.00</b>

<b>ASSETS</b> (As stated and estimated by Bankrupt)		
1.	Inventory	\$1.00
2.	Trade fixtures, etc	\$0.00
3.	Accounts receivable and other receivables, as per List "E"	
	Good	\$6,448.66
	Doubtful	\$500,000.00
	Bad	\$60,571.99
	Estimated to produce	\$6,251.54
4.	Bills of exchange, promissory note, etc., as per List "F"	\$0.00
5.	Deposits in Financial Institutions	\$0.00
6.	Cash	\$0.00
7.	Livestock	\$0.00
8.	Machinery, equipment and plant	\$185,184.29
9.	Real property or immovable as per List "G"	\$0.00
10.	Furniture	\$1.00
11.	RRSPs, RRFs, Life insurance, etc.	\$0.00
12.	Securities (Shares, Bonds, Debentures, etc.)	\$0.00
13.	Interests under wills	\$0.00
14.	Vehicles	\$5,112,975.90
15.	Other property, as per List "H"	\$1.00
<i>If Bankrupt is a corporation, add:</i>		
	Amount of subscribed capital	
	Amount paid on capital	
	Balance subscribed and unpaid	
	Estimated to produce	
<b>Total Assets</b>		<b>\$5,304,414.73</b>
<b>Deficiency</b>		<b>\$5,177,359.59</b>

I, Trevor Cotton, of 421342 Ontario Limited of the city of Kingston in the Province of Ontario, do swear(or solemnly declare) that this statement and the attached lists are to the best of knowledge a full, true and complete statement of affairs on the 27th day of January, 2023 and fully disclose all property of every description that is in possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) remotely by 421342 Ontario Limited stated as being located in at Kingston the city, in the Province of Ontario, before me at Ottawa the city, in the Province of Quebec, on this 27th day of January, 2023 in accordance with provincial Regulation on Administering Oath or Declaration Remotely

Stanley Loiselle 141346  
 Commissioner of Oaths  
 for the Province of Quebec

\_\_\_\_\_  
 Signature of Bankrupt

**List "A"**  
**Unsecured Creditors**  
**421342 Ontario Limited**

No	Name of Creditor	Address	Amount of Claim
1	131211 Canada Inc.	755 Gardiners Rd, Kingston, Ontario, Canada, K7M 3Y5	\$866,611.98
2	2539189 Ontario Inc.	755 Gardiners Rd, Kingston, Ontario, Canada, K7M 3Y5	\$330,129.71
3	407 ETR	P.O. Box 407 STN 'D', Scarborough, Ontario, Canada, M1R5J8	\$270.06
4	8236135 Canada Ltd.	755 Gardiners Rd, Kingston, Ontario, Canada, K7M 3Y5	\$99,979.33
5	ACTION CAR AND TRUCK ACCESSORIES	1365 Midland Ave Unit 90, Kingston, Ontario, Canada, K7P2W5	\$257.53
6	Agence du revenu du Canada (ON-NB)	4695, boul. de Shawinigan-Sud, Shawinigan, Quebec, Canada, G9P 5H9	\$1.00
7	ALL WAYS CLEAN INC.	632 Fortune Crescent, Kingston, Ontario, Canada, K7P0L5	\$344.65
8	AUTO ELECTRIC RE-BUILDERS OF EASTERN ONTARIO	830 John Counter Blvd, Kingston, Ontario, Canada, K7K2R1	\$395.50
9	AUTO PARTS CENTRES	846 Portsmouth Ave, Kingston, Ontario, Canada, K7M1W8	\$370.30
10	AUTO PARTS CENTRES-BELLEVILLE	6658 Hwy 62 N, Belleville, Ontario, Canada, K8N4Z5	\$635.73
11	AUTOTRADER	405 The West Mall Suite 110, Etobicoke, Ontario, Canada, M9C5J1	\$18,715.06
12	BELLEVILLE NISSAN	28 Millennium Pkwy, Belleville, Ontario, Canada, K8N4Z5	\$2,762.05
13	CAR KEYS EXPRESS	Dept 400081, PO Box 4375 STN A, Toronto, Ontario, Canada, M5W0J3	\$531.65
14	CDK GLOBAL	4600 Montgomery Rd, Cincinnati, Ohio, USA, 45212	\$2,630.84
15	CINTAS	Dept 400004 PO Box 4372 Stn A, Toronto, Ontario, Canada, M5W0J2	\$4,692.72
16	CONSOLIDATED DEALERS	441 Hanlan Road, Woodbridge, Ontario, Canada, L4L3T1	\$22,054.93
17	DEALERCORP	90 Allstate Parkway Suite 201, Markham, Ontario, Canada, L3R6H3	\$4,515.48
18	DEALERSOCKET	C/O W11687C P.O. Box 1168 Main Post Office, Winnipeg, Manitoba, Canada, R3C2Y4	\$6,570.85
19	DILFO HVAC SERVICES	1481 Cyrville Road, Ottawa, Ontario, Canada, K1B3L7	\$81.02
20	DOUG'S AUTO PARTS	2437 Mundell Road RR#1, Joyceville, Ontario, Canada, K0H1Y0	\$17,687.89
21	EARL ROSEBUSH FUEL	4026 Old Highway 2, RR4, Belleville, Ontario, Canada, K8N4Z4	\$609.40
22	EDEALER.CA	500-10 Lower Spadina Ave, Toronto, Ontario, Canada, M5V2Z2	\$676.87
23	EQUIFAX	PO Box 4265 Station A, Toronto, Ontario, Canada, M5W5T7	\$2,307.68
24	FISHER AUTO PARTS	575 Montreal St, Kingston, Ontario, Canada, K7K3J1	\$2,430.55
25	GANANOQUE CHEVROLET	439 King St East, Gananoque, Ontario, Canada, K7G1G9	\$1,113.46
26	JACK'S TOWING	840 John Counter Blvd, Kingston, Ontario, Canada, K7K2R1	\$2,311.42
27	JEFF MAGEE PLUMBING & HEATING	953L Bethel Road, Yarker, Ontario, Canada, K0K3N0	\$169.50
28	KD TRANSMISSIONS	68 Dundas Street West, Belleville, Ontario, Canada, K8P1A3	\$30,252.14
29	KIJIJI CANADA	C/O Lockbox 917830 PO Box 4090 Stn A, Toronto, Ontario, Canada, M5W0E9	\$11,587.75
30	KINGSTON HONDA	2839 Princess St, Kingston, Ontario, Canada, K7P0K5	\$45.47
31	KINGSTON HYUNDAI	401 Bath Road, Kingston, Ontario, Canada, K7M7C9	\$2,689.73
32	KROWN RUST CONTROL	856 Montreal St, Kingston, Ontario, Canada, K7K3J8	\$135.54
33	LEVAC SUPPLY	25 Railway St, Kingston, Ontario, Canada, K7K2L7	\$503.63
34	MASTER AUTO SUPPLY	129 Centre Street East Richmond, Hill, Ontario, Canada, L4C1A5	\$652.37
35	Ministry of Finance Ontario	Insolvency Unit, 33 King St. West, P.O.Box 648, Oshawa, Ontario, Canada, L1H 8H5	\$1,267.36
36	NAPA AUTO PARTS	605 O'Connor Dr, Kingston, Ontario, Canada, K7P1J9	\$26,290.50
37	OMVIC	230 Norseman Street, Toronto, Ontario, Canada, M8Z2R4	\$260.00
38	PRINTFUSION	323 Bath Road, Kingston, Ontario, Canada, K7M2X6	\$120.91
39	PUROLATOR	PO Box 4800 Stn Main, Concord, Ontario, Canada, L4K0K1	\$783.05
40	RED STALLION-E.MAY	2528 Victoria Road, Brockville, Ontario, Canada, K6V5T4	\$699.05
41	RMA - CREDIT RELIEF	170 University Ave Suite 500, Toronto, Ontario, Canada, M5H3B3	\$1,379.00
42	Royal Bank of Canada	20 King St West, 2nd Floor, Toronto, Ontario, Canada, M5H 1C4	\$60,000.00
43	STINSON & SON LTD	4728 Bank St, Ottawa, Ontario, Canada, K1T3W7	\$7,635.67
44	STOX DISTRIBUTION	300 Chemin Industriel, Gatineau, Quebec, Canada, J8R3N9	\$41,422.52

Bankrupt

27th day of January, 2023

Date



List "A"  
 Unsecured Creditors  
 421342 Ontario Limited

No	Name of Creditor	Address	Amount of Claim
45	STOX-BELLEVILLE	175 Lahr Dr, Belleville, Ontario, Canada, K8N5S2	\$1,962.81
46	SWISH MAINTENENCE	2060 Fisher Drive PO Box 3000, Peterborough, Ontario, Canada, K9J6X6	\$109.75
47	TOUCHUP RX KINGSTON	7 Meadow Lane, Napanee, Ontario, Canada, K7R3R8	\$325.44
48	TOWN AND COUNTRY AUTO	601 Justus Drive, Kingston, Ontario, Canada, K7M4H5	\$31,530.14
49	VINYL MAGIC	827 Selkirk Rd, Kingston, Ontario, Canada, K7P1B7	\$141.25
50	WATHIER AUTO TRANSPORT	PO Box 773 Stn Main, Midland, Ontario, Canada, L4R4P4	\$1,207.50
51	WHITE'S EQUIPMENT SERVICE & TRAINING	18749 Loyalist Parkway, Hillier, Ontario, Canada, K0K2J0	\$1,122.18
52	Workplace Safety & Insurance Board	P.O. Box 4115, Station A, Toronto, Ontario, Canada, M5W 2V3	\$2,014.81
53	WRAYS FIRE PROTECTION	PO Box 1794, Kingston, Ontario, Canada, K7L5J6	\$395.50
<b>Total:</b>			<b>\$1,613,391.23</b>

\_\_\_\_\_  
 Bankrupt

\_\_\_\_\_  
 27th day of January, 2023  
 Date

List "B"  
Secured Creditors  
421342 Ontario Limited

No	Name and Address of Creditor Nature of Claim Particulars of Security	When Given	Amount of Claim	Estimated Value of Security	Estimated Surplus from Security	Balance of Claims Unsecured
1	Agence du revenu du Canada (ON-NB) 4695, boul. de Shawinigan-Sud Shawinigan, Quebec, G9P 5H9 VEH - Motor vehicles (group 1 of 5)	27 Jan 2023	\$28,376.80	\$28,376.80	\$0.00	\$0.00
2	CWB National Leasing Inc. 1525 Buffalo Place Winnipeg, Manitoba, R3T 1L9 MEP - Equipment pursuant to lease no. 3127568 (tire changer, tire balancer and alignment machine)	25 Jan 2023	\$92,125.73	\$92,125.73	\$0.00	\$0.00
3	Employees 1000-116 Albert St Ottawa, Ontario, K1P 5G3 INV - Various inventory - tires, rims, oil, parts and other miscellaneous items	26 Jan 2023	\$30,000.00	\$0.00	\$0.00	\$30,000.00
4	Royal Bank of Canada 20 King Street West, 2nd Floor Toronto, Ontario, M5H 1C4 GSA VEH - Motor vehicles (group 1 of 5) VEH - Motor vehicles (group 2 of 5) VEH - Motor vehicles (group 5 of 5) MEP - Various shop equipment - 8 hoists, 1 alignment track, 1 tire machine, 1 wheel balancer, shop tools, 4 storage cans FUR - Office furniture and computer equipment INV - Various inventory - tires, rims, oil, parts and other miscellaneous items VEH - Motor vehicles (group 3 of 5) VEH - Motor vehicles (group 4 of 5) REC - Accounts receivable OTH - Intellectual property	25 Jan 2023	\$8,624,820.00	\$5,090,854.64	\$0.00	\$3,533,965.36
5	Sprucewood Leasing Limited 236 Wellington St E, Unit 101 Aurora, Ontario, L4G 1J5 MEP - 2013 International Terrastar Straight Truck VIN: 1HTJSSKK9DH321165	27 Jan 2023	\$62,192.82	\$62,192.82	\$0.00	\$0.00
6	Sprucewood Leasing Limited 236 Wellington St E, Unit 101 Aurora, Ontario, L4G 1J5 MEP - 2021 Kaufman 5 Car Hauler Trailer VIN: 5VGFE4432ML006363	27 Jan 2023	\$30,864.74	\$30,864.74	\$0.00	\$0.00
<b>Totals</b>			<b>\$8,868,380.09</b>	<b>\$5,304,414.73</b>	<b>\$0.00</b>	<b>\$3,563,965.36</b>

Bankrupt

27th day of January, 2023  
Date

List "C"  
 Preferred Creditors for Wages, Rent, etc.  
 421342 Ontario Limited

No	Name of Creditor Address Occupation	Nature of Claim	Period During Which Claim Occured	Amount of Claim	Amount Payable in Full	Difference Ranking for Dividend
1	1000203858 Ontario Inc. 4184 Old Highway 2 Belleville, Ontario, K8N 4Z4	136(1)(f) - landlord for arrears of rent		\$1.00		
2	1025970 Ontario Limited 159 Princess St Kingston, Ontario, K7L 1A9	136(1)(f) - landlord for arrears of rent		\$1.00		
<b>Totals:</b>				<b>\$2.00</b>		

Bankrupt

27th day of January, 2023  
Date

List "D"  
 Contingent or Other Liabilities  
 421342 Ontario Limited

No	Name of Creditor or Claimant, Address and Occupation	Amount of Liability or Claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	Business Development Bank of Canada 700, Sliver Seven Road, Suite 100 Kanata, Ontario, K2V 1C3	\$1.00	\$0.00		Guarantee for 1000203858 Ontario Inc.
<b>Total:</b>		<b>\$1.00</b>	<b>\$0.00</b>		

\_\_\_\_\_  
 Bankrupt

\_\_\_\_\_  
 27th day of January, 2023  
 Date

List "E"  
 Debts Due to the Bankrupt  
 421342 Ontario Limited

No	Name of Debtor Address Occupation	Nature of Debt Particulars of Security Folio Ledger for Particulars	Debt Good Doubtful Bad	When contracted	Estimated to produce
1	Accounts Receivable 775 Gardiners Rd Kingston, Ontario, K7M 7H8	Accounts receivable	\$6,448.66 \$0.00 \$60,571.99		\$6,251.54
2	Accounts receivable 775 Gardiners Rd Kingston, Ontario, K7M 7H8	Accounts receivable from C1 Enterprises Inc. (insolvent company)	\$0.00 \$500,000.00 \$0.00		\$0.00
<b>Total:</b>					<b>\$6,251.54</b>

\_\_\_\_\_  
 Bankrupt

\_\_\_\_\_  
 27th day of January, 2023  
 Date

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel Mortgages, etc., Available as Assets

421342 Ontario Limited

No	Name of all promissory, acceptors, endorsers, mortgagors and guarantors, Address and Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particular of any property held as security for payment of bill or note, etc.
<b>Total:</b>					

\_\_\_\_\_  
Bankrupt

\_\_\_\_\_  
27th day of January, 2023  
Date

List "G"  
 Real Property or Immovable Owned by Bankrupt  
 421342 Ontario Limited

No	Description of property, Nature of Bankrupt's interest, In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances		Equity or surplus
			Name, Address	Amount	
<b>Total</b>					

\_\_\_\_\_  
 Bankrupt

\_\_\_\_\_  
 27th day of January, 2023  
 Date

**List "H"**  
**Property**  
421342 Ontario Limited

No	Nature of Property	Location and Details of Property	Original Cost	Estimated to Produce
1	Inventory	Various inventory - tires, rims, oil, parts and other miscellaneous items 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
2	Machinery, Equipment, Plant	Equipment pursuant to lease no. 3127568 (tire changer, tire balancer and alignment machine) 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
3	Machinery, Equipment, Plant	2021 Kaufman 5 Car Hauler Trailer VIN: 5VGFE4432ML006363 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
4	Machinery, Equipment, Plant	2013 International Terrastar Straight Truck VIN: 1HTJSSKK9DH321165 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
5	Machinery, Equipment, Plant	Various shop equipment - 8 hoists, 1 alignment track, 1 tire machine, 1 wheel balancer, shop tools, 4 storage cans 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
6	Furniture	Office furniture and computer equipment 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
		Motor vehicles (group 1 of 5)		
		Various motor vehicles as identified below (book value):		
		2017 JEEP Wrangler 1C4BJWCG5HL692803 \$33,256		
		2019 Jeep Wrangler 1C4GJXAG7KW631392 \$33,100		
		2020 DODGE Durango 1C4RDJDG6LC228967 \$47,089		
		2018 DODGE Durango 1C4SDJCT1JC495902 \$43,098		
		2021 DODGE Durango 1C4SDJCT7MC805104 \$52,740		
		2020 DODGE DURANGO 1C4SDJET2LC113957 \$42,302		
		2019 RAM RAM 1500 1C6RR7FG7KS684893 \$19,555		
		2019 RAM 1500 1C6SRFLT6KN572243 \$28,960		
		2018 Ford Focus 1FADP3N29JL296196 \$14,000		
		2016 FORD Mustang 1FATP8FFXG5305401 \$31,000		
		2015 FORD Mustang 1FATP8UH4F5384311 \$30,300		
		2019 FORD Explorer 1FM5K8HTXKGA54215 \$52,160		
		2020 FORD Escape 1FMCU9DZ2LUC59693 \$43,945		
		2020 FORD Escape 1FMCU9G61LUA87562 \$26,750		
		2018 Ford Escape 1FMCU9GD2JUD09666 \$10,500		
		2019 Ford Escape 1FMCU9GD5KUA27460 \$24,900		
		2021 FORD Bronco 1FMEE5DH4MLA86546 \$69,700		
7	Vehicles	2021 FORD Expedition MAX 1FMJK2AT4MEA06648	\$0.00	\$0.00
		\$75,000		
		2019 FORD Expedition 1FMJU2ATXKEA70409 \$62,800		
		2020 FORD Explorer 1FM5K8DH1LGB13058 \$46,499		
		2017 FORD F-150 1FTFW1EG0HKE27683 \$31,973		
		2015 FORD Transit 1FTYR2CV5FKB10213 \$26,555		
		2021 CHEVROLET Camaro 1G1FB1RX6M0122080 \$41,849		
		2018 Chevrolet Malibu 1G1ZD5ST0JF225185 \$19,000		
		2021 CADILLAC CT5 1G6DV5RW5M0145826 \$72,500		
		2019 GMC Acadia 1GKKNLLS4KZ141553 \$32,900		
		2020 GMC Yukon 1GKS2CKJXLR251008 \$69,100		
		2019 CHEVROLET Traverse 1GNEVGKW2KJ190809 \$37,979		
		2019 CHEVROLET Traverse 1GNEVJKW6KJ243380 \$45,500		
		2017 CHEVROLET Tahoe 1GNSKCKC3HR383393 \$49,350		
		2020 GMC Canyon 1GTG6CEN0L1122097 \$45,640		
		2018 CADILLAC XT5 1GYKNARSXJZ225585 \$32,748		
		2020 CADILLAC XT5 1GYKNDRS9LZ186945 \$45,934		
		2018 Cadillac Escalade 1GYS4JKJ9JR266438 \$45,300		
		2018 NISSAN Titan 1N6AA1E55JN516447 \$40,787 775		
		Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8		



List "H"  
Property  
421342 Ontario Limited

No	Nature of Property	Location and Details of Property	Original Cost	Estimated to Produce
		Motor vehicles (group 2 of 5) Various motor vehicles as identified below (book value):		
		2017 NISSAN Titan 1N6AA1E58HN512001 \$35,900		
		2018 NISSAN Titan 1N6AA1EJ1JN520654 \$32,464		
		2018 NISSAN Titan 1N6AA1F30JN528535 \$35,100		
		2018 DODGE Grand Caravan 2C4RDGBG0JR314026 \$15,000		
		2019 DODGE Grand Caravan 2C4RDGBG1KR700309 \$14,700		
		2019 DODGE GRAND CARAVAN 2C4RDGBG7KR791893 \$18,250		
		2019 DODGE Grand Caravan 2C4RDGBGXKR684806 \$26,000		
		2019 DODGE Grand Caravan 2C4RDGEGXKR637836 \$29,500		
		2021 FORD Edge 2FMPK4APXMB50884 \$52,974		
		2018 FORD Edge 2FMPK4K94JBB18169 \$34,183		
		2019 Ford Edge 2FMPK4K94KBB64358 \$27,000		
		2019 FORD Edge 2FMPK4K98KBB71605 \$35,425		
		2021 CHEVROLET Equinox 2GNAXUEV7M6140384 \$26,500		
		2019 Honda Civic 2HGFC2F87KH018294 \$29,300		
8	Vehicles	2019 HONDA Civic 2HGFC3A52KH220267 \$27,500	\$0.00	\$0.00
		2018 Toyota Corolla 2T1BURHE5JC979989 \$21,000		
		2020 TOYOTA RAV4 2T3J1RFV1LW097332 \$40,378		
		2021 TOYOTA RAV4 2T3R1RFV7MC220119 \$48,725		
		2019 FORD Fiesta 3FADP4EJ2KM116229 \$17,400		
		2017 Chevrolet Cruze 3G1BE5SMXHS602201 \$19,700		
		2018 GMC Terrain 3GKALTEV5JL282887 \$20,300		
		2018 GMC Terrain 3GKALTEX0JL187414 \$23,300		
		2019 GMC Terrain 3GKALXEX8KL109522 \$33,900		
		2022 CHEVROLET Blazer 3GNKBKRS4NS140644 \$57,268		
		2022 GMC Sierra 3GTP9EEL2NG191010 \$75,000		
		2016 LINCOLN MKZ 3LN6L2JK2GR603728 \$18,500		
		2020 NISSAN Kicks 3N1CP5CV5LL498980 \$25,900		
		2021 NISSAN NV200 3N6CM0KN9MK693950 \$35,280		
		2013 VOLKSWAGEN Beetle 3VWRL7AT7DM623471 \$15,995		
		2021 HYUNDAI ASCENT 4S4WMADD1M3406077 \$47,064		
		2019 BUICK Enclave 5GAEVAKW7KJ110833 \$36,804		
		2019 LINCOLN MKC 5LMCJ3D92KUL00941 \$39,527		
		2020 NISSAN Rogue 5N1AT2MV1LC818252 \$34,600		
		2019 NISSAN Murano 5N1AZ2MSXKN155948 \$36,838		
		2019 Nissan Pathfinder 5N1DR2MM2KC633533 \$35,700 775		
		Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8		

**List "H"**  
**Property**  
421342 Ontario Limited

No	Nature of Property	Location and Details of Property	Original Cost	Estimated to Produce
		Motor vehicles (group 5 of 5)		
		Various motor vehicles as identified below (book value):		
		2021 Toyota Tacoma 5TFDZ5BN9MX061860	\$37,950	
		blackbook wholesale rough		
		2005 Nissan Frontier 1N6AD06W35C405633	\$5,100	
		blackbook wholesale rough		
		2009 Nissan Frontier 1N6AD07W39C412795	\$13,700	
		blackbook wholesale rough		
		2009 Nissan Versa 3N1BC13E19L417756	\$1,000	
		blackbook wholesale rough		
		2020 Kia Sorento 5XYRGDLF5MG041008	\$-	
		VIN not found		
		2018 Toyota Highlander 5TDJZRFH4JS859266	\$-	
		VIN not found		
		2009 Hyundai Elantra KMHJU45D19U739288	\$1,300	
		blackbook wholesale rough		
		2013 Ford Escape 1FMCU0F77DUB86751	\$2,150	
		blackbook wholesale rough		
		2005 Ford Focus 3FAFP37N15R118533	\$450	
		blackbook wholesale rough		
		2005 Hino 568 JHBNE8JP351S10022	\$5,000	
		online search, rough		
9	Vehicles	2002 Toyota MRS ZZW300056530	\$12,998	
		retail price		\$0.00
		2017 Mini Cooper WMWLUSC50H2E82651	\$-	\$0.00
		VIN not found		
		2010 Jeep Wrangler 1J4AA2D10AL157067	\$7,700	
		blackbook wholesale rough		
		2014 Jeep Cherokee 1C4PJMCS8EW284255	\$9,650	
		blackbook wholesale rough		
		2008 Ford Focus 1FAHP34NX8W112261	\$150	
		blackbook wholesale rough		
		2010 Chevrolet Camaro 2G1FC1EV3A9202990	\$4,550	
		blackbook wholesale rough		
		2010 Jeep Wrangler 1J4BA3H11AL111428	\$13,050	
		blackbook wholesale rough		
		2014 Audi Q5 WA1MFCFP4EA075530	\$9,900	
		blackbook wholesale rough		
		2004 BMW Z4 4USBT33534LS53126	\$5,400	
		blackbook wholesale rough		
		2011 Ford Mustang 1ZVBP8EM7B5113512	\$5,750	
		blackbook wholesale rough		
		2015 Toyota Corolla 2T1BURHE3FC249926	\$11,050	
		blackbook wholesale rough		
		2017 KTM Duke MD2JPJ403HC209592	\$14,290	
		blackbook fair trade 775 Gardiners Rd, Kingston, Ontario, Canada, K7M		
		7H8		

List "H"  
Property  
421342 Ontario Limited

No	Nature of Property	Location and Details of Property	Original Cost	Estimated to Produce
		Motor vehicles (group 3 of 5) Various motor vehicles as identified below (book value):		
		2019 HYUNDAI Santa Fe 5NMS3CAD6KH007069	\$24,800	
		2019 TOYOTA Tundra 5TFAY5F11KX833911	\$56,680	
		2021 BMW X3 5UXTY9C03M9H40800	\$73,911	
		2019 TESLA Model 3 5YJ3E1EA4KF419298	\$51,500	
		2016 KUBOTA 7060 64093	\$56,000	
		2018 MITSUBISHI Outlander JA4J24A56JZ614641	\$30,800	
		2020 SUBARU WRX JF1VA2T60L9818624	\$46,000	
		2017 Nissan Armada JN8AY2NC4H9504204	\$29,000	
		2021 TOYOTA 4-Runner JTENU5JR0M5891206	\$58,680	
		2021 TOYOTA RAV4 JTMGB3FVXMD022308	\$66,534	
		2019 BUICK Encore KL4CJASB4KB796316	\$24,933	
		2020 HYUNDAI Tucson KM8J3CAL9LU117008	\$37,290	
		2018 HYUNDAI Kona KM8K1CAAXJU092674	\$23,900	
		2019 HYUNDAI Kona KM8K33AG0KU023007	\$37,979	
		2020 HYUNDAI Ioniq KMHC05LJ4LU072276	\$38,500	
		2018 Hyundai Elantra KMHD84LF3JU635172	\$20,600	
		2018 Hyundai Elantra KMHD84LF5JU541407	\$21,000	
		2021 HYUNDAI Elantra KMHLM4AGXMU152981	\$28,300	
		2022 GENESIS GV70 KMUMADTB4NU055860	\$62,778	
10	Vehicles	2018 FORD EcoSport MAJ3P1TE2JC220624	\$20,200	\$0.00
		2018 FORD EcoSport MAJ6P1CL9JC166864	\$25,622	
		2019 FORD EcoSport MAJ6S3GL0KC275333	\$28,120	
		2020 Ford EcoSport MAJ6S3KL2LC332866	\$27,800	
		2019 JAGUAR F-Pace SADCM2FV2KA604070	\$48,000	
		2016 JAGUAR XF SAJBL4BV9GCY18496	\$25,000	
		2020 LAND ROVER Discovery		
		Sport SALCJ2FX0LH870758 \$45,900		
		2019 LAND ROVER Discovery		
		Sport SALCP2FX2KH792402 \$30,700		
		2020 LAND ROVER Range Rover		
		Velar SALYB2EX4LA244336 \$61,711		
		2020 LAND ROVER Range Rover		
		Evoque SALZJ2FX7LH086538 \$50,228		
		2022 MERCEDES-BENZ A-Class W1K3G4FB1NJ331878		
		\$47,629		
		2019 AUDI Q5 WA1ANAFY7K2057693	\$45,000	
		2020 AUDI S5 WAUA4CF57LA013773	\$62,070	
		2018 AUDI A5 WAUANCF52JA088102	\$33,075	
		2017 AUDI A3 WAUAUGFF7H1043122	\$28,843	
		2019 BMW 330i WBA5R7C53KAJ80600	\$47,064 775	
		Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8		

Bankrupt

27th day of January, 2023

Date

**List "H"**  
**Property**  
421342 Ontario Limited

No	Nature of Property	Location and Details of Property	Original Cost	Estimated to Produce
		Motor vehicles (group 4 of 5) Various motor vehicles as identified below (book value):		
		2018 BMW X1 WBXHT3C36J5L24367 \$26,000		
		2018 BMW X2 WBXYJ5C39JEF72259 \$32,029		
		2015 BMW i8 WBY222C53FV391088 \$103,500		
		2014 MERCEDES-BENZ B-Class WDDMH4EBXEJ272221 \$10,000		
		2019 AUDI RS3 WUABWGF9KA903257 \$58,140		
		2015 JEEP Renegade ZACCJABT9FPB37206 \$15,250		
		2018 MASERATI Levante ZN661XUL8JX274557 \$62,353		
		2019 RAM 1500 1C6RR7KT5KS651023 \$40,110		
		2018 FORD Mustang 1FA6P8THXJ5150262 \$25,500		
		2020 FORD Explorer 1FM5K8HC9LGB24417 \$49,290		
		2015 RAM 2500 3C6TR5HT9FG645904 \$28,700		
		2015 GMC Sierra 3GTU2VEJ0FG442002 \$20,000		
		2017 NISSAN QASHQAI JN1BJ1CPXHW013824 \$23,340		
		2021 TOYOTA COROLLA JTNK4MBE1M3130270 \$27,000		
		2021 HYUNDAI Kona KM8K22AA3MU743896 \$27,100		
11	Vehicles	2021 JEEP Grand Cherokee 1C4RJFBG4MC531062 \$55,000	\$0.00	\$0.00
		2017 TOYOTA RAV4 2T3BFREV9HW632762 \$20,965		
		2021 FORD Mustang Mach-E 3FMTK1SS1MMA27511 \$60,000		
		2019 Infiniti QX80 JN8AZ2NE3K9228863 \$55,500		
		2021 TOYOTA RAV4 JTMGB3FV0MD032765 \$72,523		
		2014 RAM 1500 1C6RR7LM6ES480214 \$21,000		
		2015 RAM 1500 1C6RR7UT1FS684314 \$25,096		
		2017 NISSAN Maxima 1N4AA6APXHC367973 \$24,018		
		2014 CHRYSLER 300 2C3CCAAG8EH107200 \$11,915		
		2016 LINCOLN MKC 5LMTJ3DH3GUJ14730 \$18,000		
		2019 HYUNDAI Santa Fe 5NMS3CAA4KH016360 \$33,419		
		2015 AUDI S4 WAUBGCFL0FA135129 \$9,400		
		2013 AUDI A6 WAUHFCFC6DN039332 \$10,000		
		2014 FORD Fusion 3FA6POHD4ER325521 \$10,000		
		2014 Mazda CX-5 JM3KE2CYXE0347650 \$12,800 775		
		Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8		
12	Other Properties	Intellectual property 775 Gardiners Rd, Kingston, Ontario, Canada, K7M 7H8	\$0.00	\$0.00
<b>Total:</b>			<b>\$0.00</b>	<b>\$0.00</b>

Bankrupt

27th day of January, 2023

Date

If received electronically, the signed original of the form is being kept by the trustee/administrator of the file



# Raymond Chabot Inc.

An affiliate of  
Raymond Chabot Grant Thornton  
LLP

## Proof of Claim

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

In the Matter of the bankruptcy (Proposal/Notice of Intention/Receivership) of

421342 Ontario Limited (33-2905592)

All notices or correspondence regarding this claim must be forwarded to the following address:

Creditor Name:	_____	Telephone:	_____
Creditor Address:	_____	Fax:	_____
	_____	Email:	_____

I hereby certify:

- That I am a creditor of the above named estate (or I am \_\_\_\_\_ (state position or title), of \_\_\_\_\_ (name of creditor or representative of the creditor).
- That I have knowledge of all the circumstances connected with the claim referred to below.
- That the debtor was, at the date of bankruptcy (or the date of the receivership, or in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed) , namely the 27th day of January, 2023, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
- Check and Complete the appropriate category
  - UNSECURED CLAIM OF \$ \_\_\_\_\_** (other than as a customer contemplated by Section 262 of the Act)  
That in respect of this debt, I do not hold any assets of the debtor as security and
    - Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.
    - Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act. (Attach supporting documentation)
  - CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_**  
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows: (Give full particulars of the claim, including the calculations upon which the claim is based)
  - SECURED CLAIM OF \$ \_\_\_\_\_**  
That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)
  - CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_**  
That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_ (Attach a copy of sales agreement and delivery receipts.)
  - CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_**
    - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,
    - That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,
  - CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_**

- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_
- CLAIM AGAINST DIRECTOR** \$ \_\_\_\_\_ (To be completed when a proposal provides for the compromise of claims against directors )
- That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based )
- CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM** \$ \_\_\_\_\_
- That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)
5. To the best of my knowledge,  *I am* (or the above-named creditor is) /  *am not* (or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (Provide details of payments, credits and transfers at undervalue.)
7. (Applicable only in the case of the bankruptcy of an individual.)
- Whenever the trustee reviews the financial situation of a bankrupt to determine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
  - I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at \_\_\_\_\_ (City) this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (Year)

\_\_\_\_\_  
Creditor

\_\_\_\_\_  
Witness

Notes: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

Warnings: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

### PROXY

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

IN THE MATTER OF THE BANKRUPTCY / PROPOSAL / RECEIVERSHIP of

421342 Ontario Limited (Debtor) (33-2905592)

I, \_\_\_\_\_ (Name of Creditor), of \_\_\_\_\_ (City), in \_\_\_\_\_ (Province) a creditor in the above matter, hereby appoint \_\_\_\_\_ (Name of Proxy) of \_\_\_\_\_, to be my proxy holder in the above matter except as to the receipt of dividends with / without power to appoint another proxy holder in his / her place

Dated at \_\_\_\_\_ (City), in the Province of \_\_\_\_\_, this \_\_\_\_\_ (day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Individual Creditor \_\_\_\_\_ Witness \_\_\_\_\_
Name of Corporate Creditor \_\_\_\_\_
Per \_\_\_\_\_ Witness \_\_\_\_\_
Name and Title of Signing Officer \_\_\_\_\_

General Proxy Information

The Bankruptcy and Insolvency Act permits a Proof of Claim to be made by a duly authorized agent of a creditor; however, this does not give such a person power to vote at the First Meeting of Creditors or to act as the proxy of the creditors.

GENERAL

- A creditor may vote either in person or by proxy.
The Trustee may be appointed as a proxy for any creditor.
A Corporation may vote by an authorized agent at a meeting of creditors.
Debtors may not be appointed a proxy to vote at any meeting of their creditors.
In order for a duly authorized person to have a right to vote, they must be a creditor themselves or be the holder of a properly executed proxy, showing the name of the creditor.

Directions to Completing a Proof of Claim Form

The checklist below is provided to assist in the preparation of a Proof of Claim (Form31) and if required a Proxy (form36). Every creditor who does not prove his claim is not entitled to share in any distribution. Claims not completed correctly in every respect will be returned.

GENERAL

- The signature of a witness is required.
This document must be signed personally by the person completing the Proof of Claim.
Give the complete address, including postal code, where any notice or correspondence is to be forwarded.
The amount on the Statement of Account must correspond with the amount indicated on the Proof of Claim.

PARAGRAPH I

- The creditor must state the full and complete legal name of the company or firm.
If the individual completing the Proof of Claim is not the creditor himself, he must state his position or title.

PARAGRAPH III

- The Schedule A or Statement of Account must be complete and detailed, showing the date, number and amount of all invoices or charges, together with the date, number and amount of all creditors or payments. A Statement of Account is not complete if it begins with an amount brought forward.

PARAGRAPH IV

- Unsecured creditors must specify if they do or do not have a right to a priority. A schedule must be attached to support the priority claim. Details of Section 136 are available from the trustee upon request
Secured creditors must attach a certified copy of the security documents to the proof of claim for each claim
For claims arising from a realization of lease the creditor must provide full details of the claim including the relating calculations
A claim by a farmer, fisherman or aqua culturist must attach a copy of the sales agreement and delivery documents.

PARAGRAPH V

- All claimants must indicate if they are / are not related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, "If you are related by blood or marriage to the bankrupt, then you should consider yourself to be a related person pursuant to Section 4. If the bankrupt is a corporation, you would be considered to be related to it if you were a shareholder or if your company was controlled by the same shareholders as the bankrupt corporation."

PARAGRAPH VI

- All claimants must attach a detailed list of all payments or credits received or granted as follows:
Within the three months preceding the bankruptcy / proposal, in the case where the claimant and debtor are not related;
Within the twelve months preceding the bankruptcy / proposal, in the case where the claimant and debtor are related.

FORM 1.1  
General Sender Identification for: Copies of all Prescribed Forms  
Sent to Creditor(s) Electronically

Dated at Laval, Quebec,  
this 31st day of January, 2023.

Responsible Individual (Sender):	Stanley Loiselle, CIRP, LIT
(Trustee/Administrator/Interim Receiver/Receiver: indicate which)	<hr/> Licensed Insolvency Trustee
Corporate Name (if applicable) :	<hr/> Raymond Chabot Inc.
Address:	<hr/> 4805, Lapiniere Blvd, suite 3300 Brossard (Quebec) J4Z 0G2
Telephone:	<hr/> 1 514 875-6633
Fax:	<hr/> 1 514 393-4791
E-mail:	<hr/> Reclamation-Claim@rcgt.com

**NOTICE**

Please be advised that the above-noted individual is required to retain the signed original  
of this document as part of the official records of this proceeding



**TAB C**

CANADA  
DISTRICT OF ONTARIO  
DIVISION NO.: 11-KINGSTON  
COURT NO.: CV-23-00693550-00CL  
FILE NO.: 33-165804  
OFFICE NO.: 1332704

SUPERIOR COURT OF JUSTICE  
« In Bankruptcy and Insolvency »

IN THE MATTER OF THE RECEIVERSHIP OF: **421342 ONTARIO LIMITED**, having its head office at 775 Gardiners Rd, in the City of Kingston, Province of Ontario, K7M 7H8, operating under the trade names Carone, Carone Belleville, Carcare Warranty Coverage and Total Asset Management Company  
The “Bankrupt”

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**NOTICE AND STATEMENT OF THE RECEIVER**  
(Subsections 245(1) and 246(1) of the Act)

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The receiver gives notice and declares that:

1. On the 10<sup>th</sup> day of February 2023, the undersigned RAYMOND CHABOT INC., became the receiver in respect of the assets of 421342 Ontario Limited, an insolvent company, which is described below:
  - Used vehicle inventory, various equipment, consumables, and automotive parts.
2. The undersigned became Receiver in respect of the property described above pursuant to an order issued by the Ontario Superior Court of Justice on application of the secured creditor, Royal Bank of Canada.
3. The undersigned took possession or control of the property described above on the 10<sup>th</sup> day of February 2023.
4. The following information relates to the receivership:
  - a) Address of insolvent person: 775 Gardiners Rd, Kingston, ON K7M 7H8
  - b) Principal line of business: Used car dealership
  - c) Locations of business: 775 Gardiners Rd, Kingston, ON K7M 7H8  
4184 Old Hwy 2, Belleville, ON K8N 4Z4
  - d) Amount owed by the Bankrupt to each creditor who holds a security on the property described above:  
Royal Bank of Canada \$8,624,820  
Sprucewood Leasing \$93,058  
CWB \$80,687  
CRA (payroll deductions) \$28,377  
Employee wages and vacation pay \$19,136

- e) The list of other creditors of the Bankrupt and the amount owed to each creditor and the total amount due by the Bankrupt is as described in Exhibit A.
- f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows:

- *Obtain appraisals for all the assets;*
- *The assets will be sold privately, by tender or by public auction as soon as possible.*

- g) Contact person for Receiver:

*Mathieu Loiselle  
116 Albert Street, Suite 1000  
Ottawa, Ontario K1P 5G3  
Tel. 613-317-2423  
Fax : 613-236-9817  
Email : Loiselle.Mathieu@rcgt.com*

Dated at Ottawa on February 14, 2023.

RAYMOND CHABOT INC.  
Receiver



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Stanley Loiselle, CIRP, LIT

Exhibit A

Creditor List

Raymond Chabot Inc.

Date of Report: 14/02/2023

421342 Ontario Limited

Generated By: Mathieu Loiseau

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
S	Agence du revenu du Canada (ON-NB) Attn: Centre national de vérification et de recouvrement Shawinigan-Sud 4695, boul. de Shawinigan-Sud, Shawinigan, Quebec, G9P 5H9, Canada	106235963RP0001	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$28,376.80	\$0.00	\$0.00	N
S	CWB National Leasing Inc. 1525 Buffalo Place, Winnipeg, Manitoba, R3T 1L9, Canada	3127568	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$92,125.73	\$80,686.50	\$80,686.50	A
S	Employees 1000-116 Albert St, Ottawa, Ontario, K1P 5G3, Canada	wages, vacation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$19,136.00	\$0.00	\$0.00	N
S	Royal Bank of Canada Attn: David Jenkins, Senior Manager 20 King Street West, 2nd Floor, Toronto, Ontario, M5H 1C4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$8,624,820.00	\$0.00	\$0.00	N
S	Sprucewood Leasing Limited 236 Wellington St E, Unit 101, Aurora, Ontario, L4G 1J5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$30,864.74	\$30,864.74	\$30,864.74	A
S	Sprucewood Leasing Limited 236 Wellington St E, Unit 101, Aurora, Ontario, L4G 1J5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$62,192.82	\$62,192.82	\$62,192.82	A
<b>Secured</b>		<b>Sub count of creditors</b>		<b>6</b>		<b>Sub Total</b>	<b>\$8,868,380.09</b>	<b>\$173,744.06</b>	<b>\$173,744.06</b>	
P	1000203858 Ontario Inc. Attn: Trevor Cotton 4184 Old Highway 2, Belleville, Ontario, K8N 4Z4, Canada	Belleville lease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
P	1025970 Ontario Limited Attn: Douglas Springar 159 Princess St, Kingston, Ontario, K7L 1A9, Canada	755 Gardiners Rd lease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
<b>Preferred</b>		<b>Sub count of creditors</b>		<b>2</b>		<b>Sub Total</b>	<b>\$2.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
U	131211 Canada Inc. 755 Gardiners Rd, Kingston, Ontario, K7M 3Y5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$866,611.98	\$0.00	\$0.00	N
U	2539189 Ontario Inc. 755 Gardiners Rd, Kingston, Ontario, K7M 3Y5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$330,129.71	\$0.00	\$0.00	N
U	407 ETR 6300 Steeles Avenue West, Woodbridge, Ontario, L4H 1J1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$270.06	\$0.00	\$0.00	N
U	8236135 Canada Ltd. 755 Gardiners Rd, Kingston, Ontario, K7M 3Y5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$99,979.33	\$0.00	\$0.00	N
U	ACTION CAR AND TRUCK ACCESSORIES 1365 Midland Ave Unit 90, Kingston, Ontario, K7P2W5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$257.53	\$0.00	\$0.00	N
U	Agence du revenu du Canada (ON-NB) Attn: Centre national de vérification et de recouvrement Shawinigan-Sud 4695, boul. de Shawinigan-Sud, Shawinigan, Quebec, G9P 5H9, Canada	106235963RT0001	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	ALL WAYS CLEAN INC. 632 Fortune Crescent, Kingston, Ontario, K7P0L5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$344.65	\$0.00	\$0.00	N
U	AUTO ELECTRIC RE-BUILDERS OF EASTERN ONTARIO 830 John Counter Blvd, Kingston, Ontario, K7K2R1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$395.50	\$0.00	\$0.00	N
U	AUTO PARTS CENTRES 846 Portsmouth Ave, Kingston, Ontario, K7M1W8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$370.30	\$0.00	\$0.00	N
U	AUTO PARTS CENTRES-BELLEVILLE 6658 Hwy 62 N, Belleville, Ontario, K8N4Z5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$635.73	\$0.00	\$0.00	N
U	AUTOTRADER 405 The West Mall Suite 110, Etobicoke, Ontario, M9C5J1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$18,715.06	\$0.00	\$0.00	N
U	BELLEVILLE NISSAN 28 Millennium Pkwy, Belleville, Ontario, K8N4Z5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,762.05	\$0.00	\$0.00	N
U	CAR KEYS EXPRESS Attn: iKeyless LLC Dept 400081, PO Box 4375 STN A, Toronto, Ontario, M5W0J3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$531.65	\$0.00	\$0.00	N
U	CDK GLOBAL 4600 Montgomery Rd, Cincinnati, Ohio, 45212, USA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,630.84	\$0.00	\$0.00	N
U	CINTAS Dept 400004 PO Box 4372 Stn A, Toronto, Ontario, M5W0J2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$4,692.72	\$0.00	\$0.00	N
U	CONSOLIDATED DEALERS 441 Hanlan Road, Woodbridge, Ontario, L4L3T1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$22,054.93	\$0.00	\$0.00	N
U	DEALERCORP 90 Allstate Parkway Suite 201, Markham, Ontario, L3R6H3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$4,515.48	\$0.00	\$0.00	N

Creditor List

Raymond Chabot Inc.

Date of Report: 14/02/2023

421342 Ontario Limited

Generated By: Mathieu Loiseau

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	DEALERSOCKET C/O W11687C P.O. Box 1168 Main Post Office, Winnipeg, Manitoba, R3C2Y4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6,570.85	\$0.00	\$0.00	N
U	DILFO HVAC SERVICES 1481 Cyrville Road, Ottawa, Ontario, K1B3L7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$81.02	\$0.00	\$0.00	N
U	DOUG'S AUTO PARTS 2437 Mundell Road RR#1, Joyceville, Ontario, K0H1Y0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$17,687.89	\$0.00	\$0.00	N
U	EARL ROSEBUSH FUEL 4026 Old Highway 2, RR4, Belleville, Ontario, K8N4Z4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$609.40	\$0.00	\$0.00	N
U	EDEALER.CA 500-10 Lower Spadina Ave, Toronto, Ontario, M5V2Z2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$676.87	\$0.00	\$0.00	N
U	EQUIFAX PO Box 4265 Station A, Toronto, Ontario, M5W5T7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,307.68	\$0.00	\$0.00	N
U	FISHER AUTO PARTS 575 Montreal St, Kingston, Ontario, K7K3J1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,430.55	\$0.00	\$0.00	N
U	GANANOQUE CHEVROLET 439 King St East, Gananoque, Ontario, K7G1G9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,113.46	\$0.00	\$0.00	N
U	JACK'S TOWING 840 John Counter Blvd, Kingston, Ontario, K7K2R1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,311.42	\$0.00	\$0.00	N
U	JEFF MAGEE PLUMBING & HEATING 953L Bathel Road, Yarker, Ontario, K0K3N0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$169.50	\$0.00	\$0.00	N
U	Jess Cameron Canada	Customer claim (OMVIC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	N
U	Karen Ann & Arnie Gonzales 515-93 Compton St, Kingston, Ontario, K7K 5Z4, Canada	Customer claim (OMVIC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	N
U	KD TRANSMISSIONS 68 Dundas Street West, Belleville, Ontario, K8P1A3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$30,252.14	\$0.00	\$0.00	N
U	KJLJI CANADA C/O Lockbox 917830 PO Box 4090 Stn A, Toronto, Ontario, M5W0E9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$11,587.75	\$0.00	\$0.00	N
U	KINGSTON HONDA 2839 Princess St, Kingston, Ontario, K7P0K5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$45.47	\$0.00	\$0.00	N
U	KINGSTON HYUNDAI 401 Bath Road, Kingston, Ontario, K7M7C9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,689.73	\$0.00	\$0.00	N
U	KROWN RUST CONTROL 856 Montreal St, Kingston, Ontario, K7K3J8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$135.54	\$0.00	\$0.00	N
U	LEVAC SUPPLY 25 Railway St, Kingston, Ontario, K7K2L7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$503.63	\$0.00	\$0.00	N
U	MASTER AUTO SUPPLY 129 Centre Street East Richmond, Hill, Ontario, L4C1A5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$652.37	\$0.00	\$0.00	N
U	Ministry of Finance Ontario Insolvency Unit, 33 King St. West, P.O.Box 648, Oshawa, Ontario, L1H 8H5, Canada	106235963TR0002	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,267.36	\$0.00	\$0.00	N
U	NAPA AUTO PARTS 605 O'Connor Dr, Kingston, Ontario, K7P1J9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$26,290.50	\$0.00	\$0.00	N
U	OMVIC 230 Norseman Street, Toronto, Ontario, M8Z2R4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$260.00	\$0.00	\$0.00	N
U	PRINTFUSION 323 Bath Road, Kingston, Ontario, K7M2X6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$120.91	\$0.00	\$0.00	N
U	PUROLATOR PO Box 4800 Stn Main, Concord, Ontario, L4K0K1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$783.05	\$0.00	\$0.00	N
U	RED STALLION-E.MAY 2528 Victoria Road, Brockville, Ontario, K6V5T4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$699.05	\$0.00	\$0.00	N
U	RMA - CREDIT RELIEF 170 University Ave Suite 500, Toronto, Ontario, M5H3B3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,379.00	\$0.00	\$0.00	N
U	Royal Bank of Canada Attn: David Jenkins, Senior Manager 20 King St West, 2nd Floor, Toronto, Ontario, M5H 1C4, Canada	CEBA loan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$60,000.00	\$0.00	\$0.00	N
U	STINSON & SON LTD 4728 Bank St, Ottawa, Ontario, K1T3W7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$7,635.67	\$0.00	\$0.00	N
U	STOX DISTRIBUTION 300 Chemin Industriel, Gatineau, Quebec, J8R3N9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$41,422.52	\$0.00	\$0.00	N
U	STOX-BELLEVILLE 175 Lahr Dr, Belleville, Ontario, K8N5S2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,962.81	\$0.00	\$0.00	N

Creditor List

Raymond Chabot Inc.

Date of Report: 14/02/2023

421342 Ontario Limited

Generated By: Mathieu Loiselle

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	SWISH MAINTENENCE 2060 Fisher Drive PO Box 3000, Peterborough, Ontario, K9J6X6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$109.75	\$0.00	\$0.00	N
U	TOUCHUP RX KINGSTON 7 Meadow Lane, Napanee, Ontario, K7R3R8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$325.44	\$0.00	\$0.00	N
U	TOWN AND COUNTRY AUTO 601 Justus Drive, Kingston, Ontario, K7M4H5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$31,530.14	\$0.00	\$0.00	N
U	VINYL MAGIC 827 Selkirk Rd, Kingston, Ontario, K7P1B7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$141.25	\$0.00	\$0.00	N
U	WATHIER AUTO TRANSPORT PO Box 773 Stn Main, Midland, Ontario, L4R4P4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,207.50	\$0.00	\$0.00	N
U	WHITE'S EQUIPMENT SERVICE & TRAINING 18749 Loyalist Parkway, Hiller, Ontario, K0K2J0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,122.18	\$1,122.18	\$1,122.18	A
U	Workplace Safety & Insurance Board P.O. Box 4115, Station A, Toronto, Ontario, M5W 2V3, Canada	3537897	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,014.81	\$0.00	\$0.00	N
U	WRAYS FIRE PROTECTION PO Box 1794, Kingston, Ontario, K7L5J6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$395.50	\$0.00	\$0.00	N
<b>Unsecured</b>		<b>Sub count of creditors</b>		<b>55</b>		<b>Sub Total</b>	<b>\$1,613,391.23</b>	<b>\$1,122.18</b>	<b>\$1,122.18</b>	
C	Business Development Bank of Canada 700, Silver Seven Road, Suite 100, Kanata, Ontario, K2V 1C3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
<b>Contingent</b>		<b>Sub count of creditors</b>		<b>1</b>		<b>Sub Total</b>	<b>\$1.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
		<b>Total count for all creditors</b>		<b>64</b>		<b>Grand Total</b>	<b>\$10,481,774.32</b>	<b>\$174,866.24</b>	<b>\$174,866.24</b>	

**TAB D**

Yr	Mk	Mdl	Serial Number
19	AUDI	Q5	WA1ANAFY7K2057693
13	AUDI	A6	WAUHFCFC6DN039332
18	AUDI	A5	WAUANCF52JA088102
15	AUDI	S4	WAUBGCFL0FA135129
19	AUDI	RS3	WUABWGGFF9KA903257
17	AUDI	A3	WAUAUGFF7H1043122
20	AUDI	S5	WAUA4CF57LA013773
14	AUDI	Q5	WA1MFCFP4EA075530
15	BMW	I8	WBY2Z2C53FV391088
19	BMW	330I	WBA5R7C53KAJ80600
4	BMW	Z4RD25	4USBT33534LS53126
21	BMW	X3	5UXTY9C03M9H40800
18	BMW	X2	WBXYJ5C39JEF72259
19	BUIC	ENCORE	KL4CJASB4KB796316
19	BUIC	ENCL	5GAEVAKW7KJ110833
18	CADI	ESCA	1GYS4JKJ9JR266438
21	CADI	CT5	1G6DV5RW5M0145826
20	CADI	XT5	1GYKNDRS9LZ186945
18	CADI	XT5	1GYKNARSXJZ225585
19	CHEV	TRAV	1GNEVJKW6KJ243380
21	CHEV	EQUI	2GNAXUEV7M6140384
17	CHEV	CRUZE	3G1BE5SMXHS602201
18	CHEV	MALI	1G1ZD5ST0JF225185
21	CHEV	CAMA	1G1FB1RX6M0122080
19	CHEV	TRAV	1GNEVGKW2KJ190809
17	CHEV	TAHO	1GNSKCKC3HR383393
22	CHEV	BLAZ	3GNKBKRS4NS140644
10	CHEV	CAMAC	2G1FC1EV3A9202990
7	CHEV	COLORADO	1GBDS14E878128199
14	CHRY	300C	2C3CCAAG8EH107200
18	DODG	GRCAR	2C4RDGBG0JR314026
14	DODG	RAM15	1C6RR7LM6ES480214
19	DODG	GRCAR	2C4RDGBGXKR684806
19	DODG	GRCAR	2C4RDGBG7KR791893
21	DODG	DURA	1C4SDJCT7MC805104
19	DODG	GRCAR	2C4RDGBG1KR700309
15	DODG	RAM15	1C6RR7UT1FS684314
19	DODG	RAM15	1C6SRFLT6KN572243
19	DODG	GRCAR	2C4RDGEGXKR637836
19	DODG	RAM15	1C6RR7FG7KS684893
20	DODG	DURA	1C4RDJDG6LC228967
20	DODG	DURA	1C4SDJET2LC113957
19	FORD	Fiesta	3FADP4EJ2KM116229
21	FORD	BRON	1FMEE5DH4MLA86546



Yr	Mk	Mdl	Serial Number
18	FORD	ECOSPO	MAJ3P1TE2JC220624
21	FORD	MACHE	3FMTK1SS1MMA27511
19	FORD	ESCAP	1FMCU9GD5KUA27460
19	FORD	EDGE	2FMPK4K94KBB64358
20	FORD	ECOSPO	MAJ6S3KL2LC332866
18	FORD	ESCAP	1FMCU9GD2JUD09666
5	FORD	FOCUS	3FAFP37N15R118533
20	FORD	ESCAP	1FMCU9G61LUA87562
18	FORD	EDGE	2FMPK4K94JBB18169
15	FORD	MUST	1FATP8UH4F5384311
19	FORD	ECOSPO	MAJ6S3GL0KC275333
15	FORD	TRANSIT	1FTYR2CV5FKB10213
20	FORD	EXPL	1FMSK8DH1LGB13058
19	FORD	EXPL	1FM5K8HTXKGA54215
19	FORD	EXPED	1FMJU2ATXKEA70409
18	FORD	ECOSPO	MAJ6P1CL9JC166864
21	FORD	EXPED	1FMJK2AT4MEA06648
19	FORD	EDGE	2FMPK4K98KBB71605
16	FORD	MUST	1FATP8FFXG5305401
17	FORD	F150	1FTFW1EG0HKE27683
8	FORD	FOCUS	1FAHP34NX8W112261
18	FORD	FOCUS	1FADP3N29JL296196
21	FORD	EDGE	2FMPK4APXMBA50884
11	FORD	MUST	1ZVBP8EM7B5113512
22	GENESI	G70	KMUMADTB4NU055860
20	GMC	YUKON	1GKS2CKJXLR251008
18	GMC	TERRAIN	3GKALTEV5JL282887
19	GMC	ACAD	1GKKNLLS4KZ141553
18	GMC	TERRAIN	3GKALTEX0JL187414
20	GMC	CANYON	1GTG6CEN0L1122097
22	GMC	SIERRA	3GTP9EEL2NG191010
19	HOND	CIVI	2HGFC3A52KH220267
19	HYUN	SANTA	5NMS3CAA4KH016360
18	HYUN	KONA	KM8K1CAAXJU092674
21	HYUN	ELAN	KMHLM4AGXMU152981
19	HYUN	SANTA	5NMS3CAD6KH007069
18	HYUN	ELAN	KMHD84LF5JU541407
18	HYUN	ELAN	KMHD84LF3JU635172
9	HYUN	ELAN	KMHDU45D19U739288
20	HYUN	TUCSON	KM8J3CAL9LU117008
19	HYUN	KONA	KM8K33AG0KU023007
20	HYUN	IONIQ	KMHCO5LJ4LU072276
13	HYUN	ELANTRA COUPE	KMHDH6AE9DU001651
19	INFI	QX80	JN8AZ2NE3K9228863

Yr	Mk	Mdl	Serial Number
16	JAGU	XF	SAJBL4BV9GCY18496
19	JAGU	FSPACE	SADCM2FV2KA604070
21	JEEP	GRANC	1C4RJFBG4MC531062
19	JEEP	WRAN	1C4GJXAG7KW631392
15	JEEP	RENEG	ZACCJABT9FPB37206
17	JEEP	WRAN	1C4BJWCG5HL692803
14	JEEP	CHEROK	1C4PJMCS8EW284255
10	JEEP	WRANU	1J4BA3H11AL111428
16	KIA	SOUL	KNDJN2A2XG7395971
17	KTM	DUKE	MD2JPJ403HC209592
20	LANDR	VELAR	SALYB2EX4LA244336
20	LANDR	EVOQUE	SALZJ2FX7LH086538
20	LANDR	DISCOVERY	SALCJ2FX0LH870758
19	LANDR	DISC	SALCP2FX2KH792402
19	LINC	MKC	5LMCJ3D92KUL00941
16	LINC	MKZ	3LN6L2JK2GR603728
16	LINC	MKC	5LMTJ3DH3GUJ14730
18	MASE	Levante	ZN661XUL8JX274557
22	MB	A220	W1K3G4FB1NJ331878
14	MERCE	250	WDDMH4EBXEJ272221
18	MITA	OUTL	JA4J24A56JZ614641
5	NISS	FRON	1N6AD06W35C405633
9	NISS	FRON	1N6AD07W39C412795
18	NISS	TITAN	1N6AA1F30JN528535
9	NISS	VERSA	3N1BC13E19L417756
20	NISS	ROGUE	5N1AT2MV1LC818252
17	NISS	ARMADA	JN8AY2NC4H9504204
21	NISS	NV200	3N6CMOKN9MK693950
19	NISS	MURAN	5N1AZ2MSXKN155948
17	NISS	TITAN	1N6AA1E58HN512001
18	NISS	TITAN	1N6AA1EJ1JN520654
18	NISS	TITAN	1N6AA1E55JN516447
19	NISS	VERSA	3N1CE2CP3KL363131
15	NISS	ROGUE	5N1AT2MV7FC832113
20	SUBA	WRX	JF1VA2T60L9818624
21	SUBA	ASC	4S4WMADD1M3406077
19	TESLA	3	5YJ3E1EA4KF419298
21	TOYO	TACO	5TFDZ5BN9MX061860
18	TOYO	COROL	2T1BURHE5JC979989
17	TOYO	RAV4	2T3BFREV9HW632762
20	TOYO	RAV4	2T3J1RFV1LW097332
2	TOYO	MRS	ZZW300056530
19	TOYO	TUND	5TFAY5F11KX833911
21	TOYO	RAV4	2T3R1RFV7MC220119
21	TOYO	RAV4	JTMGB3FV0MD032765

Yr	Mk	Mdl	Serial Number
21	TOYO	RAV4	JTMGB3FVXMD022308
21	TOYO	4RUN	JTENU5JR0M5891206
15	TOYO	COROL	2T1BURHE3FC249926
13	VW	BEET	3VWRL7AT7DM623471
			137

# TAB E

## Loiselle, Stanley

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**From:** Martin Black <mzblack@bdlawoffices.com>  
**Sent:** February 14, 2023 2:14 PM  
**To:** 'Andre Ducasse'  
**Cc:** Loiselle, Mathieu; Loiselle, Stanley  
**Subject:** RE: 421342 Ontario Inc. - sale of vehicles

**Importance:** High

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Gentlemen:

I have now had an opportunity to review your correspondence with Trevor Cotton, regarding the sale by auction, and he stands by the advice to this effect that he has given the Trustee, and we have no objection to Mr. Ducasse obtaining a court order authorizing the sale by auction of the vehicles on the Kingston property, as soon as possible.

We trust this is satisfactory for your purposes, and would ask that you keep me apprised as to the date for the Court hearing (although I need not be present) and the likely date for the cars to be transferred to the auction house.

We are hopeful that this will lead to an early termination / disclaimer of the Kingston lease by the Trustee, and would appreciate receiving notice of same.

Regards.

Marty Black  
613-722-0015 x. 231

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**From:** Andre Ducasse [mailto:aducasse@solowaywright.com]  
**Sent:** February 14, 2023 12:45 PM  
**To:** Marty Black <mzblack@bdlawoffices.com>  
**Cc:** Loiselle, Mathieu <Loiselle.Mathieu@rcgt.com>; Loiselle, Stanley <Loiselle.Stanley@rcgt.com>  
**Subject:** RE: 421342 Ontario Inc. - sale of vehicles  
**Importance:** High

Marty,

This follows the Receiver's below email and my telephone message earlier today with respect to this matter.

As noted by the Receiver, Court approval must be obtained prior to carrying out the proposed sales process by auction. Evidently, given the circumstances and the interests of the stakeholders, this is time sensitive. The earliest available date on the Commercial List for a sales approval motion is March 8, 2023. Please find attached a Commercial List request form in this regard, which we will need to file by day's end in order to preserve the date. Unless I hear from you

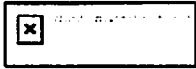
to the contrary by day's end, I will assume you have no issue with the form and file same with the Commercial List in order to preserve the date. If it meets with your approval, can you please return a signed copy or confirm by reply email that I may sign it on your behalf.

The Receiver's material in support of the sales approval motion will follow early next week. The form of Order will be in accordance with the Commercial List model Approval and Vesting Order, so I would not expect any issues in this regard.

Please do not hesitate to contact me directly should you wish to further discuss this matter.

Thank you,  
Andre

**André A. Ducasse**  
Partner/Associé  
Soloway Wright LLP/s.r.l.  
T: 613.782.3225 | F: 613.238.8507 | [aducasse@solowaywright.com](mailto:aducasse@solowaywright.com)  
700-427 Laurier Av. W, Ottawa, ON K1R 7Y2 | [www.solowaywright.com](http://www.solowaywright.com)



**From:** Loiselle, Stanley <Loiselle.Stanley@rcgt.com>  
**Sent:** February 14, 2023 12:23 PM  
**To:** trevoralexandercotton@gmail.com  
**Cc:** Loiselle, Mathieu <Loiselle.Mathieu@rcgt.com>; Andre Ducasse <aducasse@solowaywright.com>; Marty Black <mzblack@bdlawoffices.com>  
**Subject:** 421342 Ontario Inc. - sale of vehicles

Trevor,

As discussed on Sunday and in light of the recent string of break ins at the Kingston location, we agreed that the most appropriate course of action in the circumstances is to have the vehicles sold at auction.

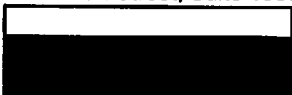
During our discussion, you also confirmed that you believed this to be the realization method which would maximize recovery for the benefit of all stakeholders.

As such, we have instructed 401 Auto Dealers Exchange to relocate all vehicles on site to their location by the end of this week. In the meantime, we have made arrangements for 24-hour security monitoring on site and will keep this in place until all assets have been removed from the premises.

The Receiver will be required to obtain court approval before any vehicles can be sold at auction and, as such, legal counsel for the Receiver will be securing a date for this motion as soon as possible.

Thank you,

**Stanley Loiselle | CIRP, LIT**  
Raymond Chabot Inc.  
Direct Line +1-613-737-1679 | Mobile +1-613-290-9887  
116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3



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