

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

IN THE MATTER OF THE COMPANIES' *CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE  
OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS**  
**INC.** and those applicants listed on Schedule "A" hereto (each,  
an "**Applicant**", and collectively, the "**Applicants**")

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**RESPONDING MOTION RECORD**

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*November 14, 2025*

**VK LAW GROUP**  
197 County Court Blvd, Suite 201  
Brampton, Ontario  
L6W 4P6

**Arjun Vishwanth Nrupathunga**  
Barristers and Solicitors  
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I-Way Transport Inc., I-Way Logistics  
Inc., Wings Freightway Inc., and  
Balwant Singh Samra*

**TO: CASSELS BROCK & BLACKWELL LLP**  
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**Court File No. CV-24-00717340-00CL**

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*Lawyers for Alvarez & Marsal Canada Inc.,  
Court-Appointed Manager*

**AND TO:** Service List

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF THE COMPANIES' *CREDITORS*  
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**COURT FILE NO.: CV-24-00717340-00CL**

**TAB 1**

**ONTARIO  
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IN THE MATTER OF THE COMPANIES' *CREDITORS*  
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**AFFIDAVIT OF BALWANT SINGH SAMRA**

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I, BALWANT SINGH SAMRA, of the City of Brampton, in the Province of Ontario, MAKE  
OATH AND SAY:

1. I am the principal of I-Way Transport Inc. and operationally aware of facts relating to 2834021 Ontario Inc., I-Way Logistics Inc. and Wings Freightway Inc. (together, the "Responding Companies"). In that capacity alone, I swear this affidavit in response to the Manager's Motion Record dated November 10, 2025.
2. My evidence is directed to correcting the narrative advanced by the Manager, clarifying the practical circumstances under which the Responding Companies interacted with the Applicants and their agents, and addressing the commercial expectations underlying the parties' dealings, including the context of maintenance, equipment exchange commitments, and corresponding set-off considerations.
3. The Responding Companies operate transportation businesses with trucks and trailers routinely deployed across Canada and the United States. At any given time, equipment could be located at customer yards, in route on long-haul routes, or at repair facilities. This

operational reality shaped all communications concerning equipment, maintenance, repair, and retrieval.

**Commercial context for set-off, equipment condition, and exchange commitments**

4. The Applicants, through TPine Leasing Capital Corporation (“TPine”) and related entities, promoted rental and lease programs that were repeatedly represented as comprehensive, premium fleet arrangements. These programs were presented as providing reliable, road-ready units supported by integrated maintenance resources, predictable downtime management, and the ability to exchange units if reliability concerns arose.
5. The representations concerning equipment exchange were of particular importance. We were told that underperforming, unreliable, or frequently failing units would be replaced with road-ready equipment so that the Responding Companies could maintain safety and meet customer commitments. The premium pricing of these programs was directly tied to these assurances. These program features are reflected in the written materials provided to us by Pride, including the Pride Fleet Solutions program summary attached as Exhibit “A” to this affidavit.
6. As the Applicants’ financial circumstances deteriorated, the promised maintenance support, repair capacity, and equipment exchange functions materially declined. Units experienced increasing mechanical failures, including electrical issues, DEF system malfunctions, brake deterioration, and repeated roadside breakdowns. Replacement units were no longer provided, and the Applicants’ maintenance shops often refused or delayed repairs.
7. To maintain operational safety and meet contractual obligations, the Responding Companies were required to authorize emergency repairs at third-party facilities. These

repair expenditures were substantial and arose only because the Applicants did not fulfil the maintenance and exchange components of the program.

8. Prolonged downtime also occurred because no replacement units were provided. This resulted in operational disruptions, including penalties imposed by shippers and loss of routes. These impacts were directly connected to the Applicants' failure to honour the commitments that formed the basis of the commercial relationship.
9. The Responding Companies raised these maintenance and reliability concerns with the Applicants and their representatives. The parties' course of dealings reflected an understanding that repair costs and downtime impacts associated with units requiring significant maintenance or replacement would be credited or reconciled.
10. The Manager's arrears calculation does not account for these offsetting obligations. The Responding Companies' expenditures were not voluntary; they were necessitated by the Applicants' inability to provide the maintenance, exchange, and downtime support that the program required.
11. Any arrears asserted by the Manager must be considered in the context of the Applicants' performance failures, which created significant and measurable obligations arising from the same commercial relationship. I provide this context to assist the Court in understanding the foundation of the Responding Companies' dealings with the Applicants.

#### **Recovery and retrieval issues**

9. As the Applicants' difficulties increased, confusion arose among multiple secured creditors asserting interests over various units. The Responding Companies' concern was to ensure that equipment was released only to the correct creditor upon proper verification.

10. Recovery agents frequently attended without advance notice or complete documentation.

In such circumstances, immediate release risked wrongful delivery. Verification through counsel was requested to ensure that releases were lawful. True copies of my counsel's correspondence proposing a standstill is attached as Exhibit "B" and proposing an orderly repossession protocol is attached as Exhibit "C" to this affidavit.

11. When proper documentation was provided, units were released in an orderly manner. To my knowledge, there was no blanket refusal to release equipment.

12. The fleet's geographic dispersion and the broader operational instability created by the Applicants' insolvency affected the speed at which units could be retrieved. These circumstances were logistical, not obstructive. Attached as Exhibit "D" to this affidavit is an internal equipment location summary which identifies, by VIN and location, the units in the Responding Companies' possession that were staged or made available for turn-over to the Manager.

13. Through counsel, a coordinated turnover protocol was proposed to avoid misidentification and conflicting claims by different creditors. My understanding is that the units identified by the Manager have been delivered or made available.

**Condition of equipment and repair facilities**

14. Units located at repair facilities were there as a result of breakdowns arising during the period in which the Applicants' maintenance support had deteriorated. The Responding Companies sent units for basic roadworthiness and safety-related work when the Applicants' facilities could not do so.



15. Repair invoices accumulated when immediate payment was not possible. Repair shops exercised statutory lien rights. This was a commercial consequence of the Applicants' maintenance failures, not an attempt to obstruct any creditor.

16. I am not aware of any instruction to remove parts for improper purposes. To my knowledge, any parts removed or replaced were associated with ordinary repair work.

**Related Court proceedings involving similar allegations**

27. I am aware of a separate Notice of Motion filed in Court File No. CV-24-00699812-00CL, commenced by a group of commercial transport operators against Pride Group Holdings Inc., TPine Leasing Capital Corporation, and related entities. I refer to that record only to note that the issues raised there correspond closely with the operational difficulties described in this affidavit.

28. The materials in that proceeding describe a consistent pattern in which the Applicants' fleet program experienced widespread mechanical failures, prolonged delays in maintenance, and the unavailability of replacement units. Those operators assert that these failures caused significant operational disruption and financial loss. Several of the defendants named in that matter are also parties in this proceeding.

29. I refer to the existence of those allegations to demonstrate that the concerns described by the Responding Companies were not isolated. Multiple independent operators have brought forward similar evidence concerning the deterioration of the Applicants' maintenance and exchange commitments. I do not adopt the truth of the allegations in the parallel proceedings and defer to my counsel on all matters of law.

30. I also understand that the relief sought in Court File No. CV-24-00699812-00CL includes declarations relating to the Applicants' systemic failure to provide maintenance and

replacement support, and determinations regarding the accuracy of arrears claimed in light of those failures. These matters are aligned with the core issues raised in this motion, namely whether the arrears asserted by the Manager can be considered in isolation from the Applicants' performance failures.

31. The existence of a parallel proceeding addressing the same maintenance deficiencies, equipment exchange failures, and arrears issues supports the credibility of the Responding Companies' account. It confirms that the difficulties outlined in this affidavit reflect a broader pattern already before the Court and form part of an ongoing litigation facts involving the same parties and the same operational program.

**I MAKE THIS AFFIDAVIT** in response to the Manager's Motion Record.

Sworn before me in the region of Peel )

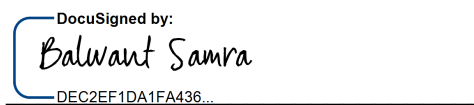
in the City of Brampton, on this 14<sup>th</sup> )

day of November 2025. )

Signed by: )  
 )  
 SCC0ACC57E9E474...

**A COMMISSIONER** )

Arjun Vishwanth Nrupathunga  
 Barrister & Solicitor  
 LSO No.: 62317A

DocuSigned by: )  
 )  
 DEC2EF1DA1FA436...

**DEPONENT**

Balwant Singh Samra

**COURT FILE NO.: CV-24-00717340-00CL**

**TAB 2**

**COURT FILE NO.: CV-24-00717340-00CL**

# **EXHIBIT “A”**

# PRIDE

## FLEET SOLUTIONS

Date MARCH 02, 2022

Monthly Payment \$5590/per month/per truck (Including GAP)

Mileage Allowance Annual 250,000 Miles per year (Miles will be consolidated with batch)

Additional Rental per Mile \$0.25

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. BS.

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. BS.

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. BS.

D. Client is responsible to keep the record of maintenance. If the warranty is declined due to this reason, client is liable to make the payment. BS

E. Pride Fleet Solutions Inc will be responsible for annual safety only (Once a year). Any other semi-Annual inspections will be covered by Customer. BS

F. Any repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc BS

G. Truck will be replaced with brand new truck after every 12 months. (Subject to Availability) BS

H. It is replacement for vin MW5528.

6050 Dixie Rd, Mississauga, ON, L5T 1A6

Tel. 416-913-9602, Fax. 1 866-865-4596, email: credit@tpinecapital.com

# PRIDE

## FLEET SOLUTIONS

**Please Note** – All the amounts are applicable to taxes

### Vehicle Description

**2022 VOLVO 760**

**S.NO. 4V4NC9EH6NN320387**

Pride Fleet Solutions Inc

2834021 ONTARIO INC.

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

By  \_\_\_\_\_  
NAME BALWANT SINGH SAMRA

6050 Dixie Rd, Mississauga, ON, L5T 1A6

Tel. 416-913-9602, Fax. 1 866-865-4596, email: [credit@tpinecapital.com](mailto:credit@tpinecapital.com)

**COURT FILE NO.: CV-24-00717340-00CL**

# **EXHIBIT “B”**



**Vishwanths & Kumar Professional Corporation**  
197 County Court Blvd, Suite 201  
Brampton, ON L6W 4P6

**T: 905.673.0185**  
**[vklawgroup.ca](http://vklawgroup.ca)**  
**[avn@vklawgroup.ca](mailto:avn@vklawgroup.ca)**

September 24, 2025

**Via Email**

**Alvarez & Marsal Canada Inc.**, in its capacity as Court-Appointed Manager over certain property of TPine Leasing Capital Corp. and/or affiliates  
1055 Dunsmuir Street, Suite 3501, P.O. Box 49215  
Vancouver, BC V7X 1K8

and

**TPine Leasing Capital Corp. / TPine Leasing Capital LP**  
c/o Integrated Financial Technologies Inc.  
1055 Dunsmuir Street, Suite 3501  
Vancouver, BC V7X 1K8

CC (for notice only):

**City Collections & Bailiff Service Inc.**  
1110 Henderson Highway  
Winnipeg, MB R2G 1L1

and

**Trend Collection and Bailiff Services Ltd.**  
Unit 216 – 740 Rosser Avenue  
Brandon, MB R7A 0K9

Unit 720 – 305 Broadway Avenue  
Winnipeg, MB R3C 3J7

**Re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Urgent Standstill Required**

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We act for I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. This letter is issued with full reservation of our clients' rights. Our clients' position is grounded in the following chronology and issues, previously raised with your office through and with counsel and reproduced here to maintain a clear record.

We note receipt of payment-redirection instructions and certain assignment materials. Notwithstanding this, your office has directed our clients to remit payments "under the lease" as if the Pride Group lease(s) had been duly assigned or adopted, while declining to recognize or



address the corresponding obligations, representations, credits, offsets, service commitments, and defect/remedy frameworks under those same leases, despite our identification of material breaches. In effect, the lease(s) are invoked for payment while the obligations and defaults remain unaddressed. Enforcement measures, including the engagement of bailiffs were commenced while counsel-to-counsel correspondence was still ongoing. We therefore seek a clear position as to whether you are adopting the lease(s) with the corresponding obligations within the lease. As a result, we renew our request for strict proof of (i) the legal basis and mechanism for any post-appointment adoption or assignment (and the scope of the Manager's mandate to enforce lease terms), (ii) the chain of title and continuity/perfection of any security interests relied upon, and (iii) complete, reconciled statements of account substantiating the amounts demanded. Those requests remain outstanding, and we ask that a standstill on enforcement be directed pending clarification.

Following receipt of your direction letters instructing payments to the Manager or its agent, we contacted the Manager's counsel. In those discussions, we addressed the appearance of an apparent bifurcation on your side between (a) a demand for continuing lease performance and (b) a denial of liability or responsibility for undertakings under the lease. No complete authority package has been provided; no adequate reconciliation has been furnished; and your position on lease adoption versus mere asset/interest enforcement remains unclear, notwithstanding our efforts to resolve these issues without litigation. By contrast, where other lenders approached our clients directly in unrelated files, proper assignment documentation was provided and accepted, and accounts were cleared; the present files do not reflect that standard.

Against that background, our clients advise that on or about 23 September 2025 a unit was removed in Winnipeg without production of any court order or identification. The Bailiff's conducted was aggressive and appeared to be motivated to create disruption of our client's operation. Bailiffs have attended at open yards without providing authority packages or leaving copies of documentation; and that certain units may have already been consigned or directed toward auction facilities. We have also been contacted by third parties indicating continued attempts to locate and remove additional units. Our clients have sought to engage with the Manager's office through and with counsel to establish an orderly process, including discussion of an orderly transition of equipment if required, but those attempts have not resulted in the provision of authority or a resolution pathway. Any further entry upon our clients' premises, seizure, relocation, auction, or disposition of equipment absent prior production of valid authority and counsel-to-counsel arrangements is objected to and must cease forthwith. No consent is given or may be inferred.

To deal with this situation in a non disruptive meaningful manner, please provide us with complete executed leases with all schedules, amendments, and ancillary agreements for each file; executed assignments of lease and any PPSA or other security assignments relied upon together with evidence of perfection and continuity; the court order(s) appointing Alvarez & Marsal as manager and any directions, variations, or authorizations relied upon for enforcement; written

agency/appointment instruments for Integrated Financial Technologies Inc. and any bailiff or tow contractors; reconciled statements of account for each file itemizing charges, credits, arrears, cure amounts, termination/payout figures and per-diem with an audit trail; and complete notice and demand histories issued to our clients. Unless and until the foregoing is produced and verified, you have not established any entitlement to pursue enforcement steps against our clients, particularly where your demands rest on lease adoption while lease obligations remain unaddressed.

Site access must be arranged through counsel by appointment only. Unscheduled attendance will be treated as trespass, and where appropriate a trespass notice will be issued to. This is without prejudice to all remedies in respect of prior entries or removals.

Our clients remain prepared to discuss an orderly, scheduled transition of equipment that mitigates operational disruption while preserving all rights and claims; any monetary discussion, if pursued at all, will follow complete documentary production as above and may proceed only on a trust or protest basis. Pending that review, please suspend self-help and negative credit reporting in relation to these disputed files and advise forthwith if any adverse steps have been taken such that we may take steps to address them. Nothing herein constitutes an admission, waiver, or election of remedies.

Kindly acknowledge receipt and provide the above-noted documentation and confirmations within a reasonable time frame. Failing a satisfactory response, we are instructed to seek appropriate reliefs and damages against such parties as may be advised, including relief addressed to the Manager's asserted lease-based demands while lease obligations remain unremedied. Please ensure that all recovery agents and tow contractors engaged by you are apprised of this notice; we have copied City Collections & Bailiff Service Inc. and Trend Collection and Bailiff Services Ltd. for notice purposes.

Yours sincerely,

Per: VK Law Group  
Arjun Vishwanth

*Arjun Vishwanth\**

*\*/s/Signed pursuant to the Electronic Commerce Act.*

**COURT FILE NO.: CV-24-00717340-00CL**

# **EXHIBIT “C”**



**Vishwanths & Kumar Professional Corporation**  
197 County Court Blvd, Suite 201  
Brampton, ON L6W 4P6

**T: 905.673.0185**  
**[vklawgroup.ca](http://vklawgroup.ca)**  
**[avn@vklawgroup.ca](mailto:avn@vklawgroup.ca)**

September 30, 2025

**Via Email**

**Cassels Brock & Blackwell LLP**

Suite 3200, Bay Adelaide Centre – North Tower  
40 Temperance Street  
Toronto, ON M5H 0B4

Attn: Colin Pendrith

**Re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Orderly Repossession Protocol and Authority Package**

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Dear Mr. Pendrith,

Re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Response to your September 26, 2025, letter; orderly transition and preservation of rights

We acknowledge receipt of your correspondence dated September 26, 2025. Our clients categorically deny any “unlawful interference.” To the contrary, our clients have consistently sought an orderly, safe, and document-driven approach and have asked for basic particulars necessary to avoid mis delivery, business disruption, and public-safety risk.

Your letter proceeds on the premise that there is a single operative lease form and that any other lease version or collateral obligations are irrelevant. That premise is disputed. Our clients’ position, previously conveyed, is that the lease relied upon by your office does not capture the obligations actually extended to and relied upon by our clients, including promised neutral-maintenance, delivery of new equipment every year and related obligations, the non-performance of which has directly resulted in damages. The Manager, as alleged assignee, is refusing to acknowledge the non-performed obligations. Our clients expressly preserve all legal and equitable rights, including set-off and counterclaim for consequential loss occasioned by the non-performance of obligations tied to the equipment.

Against that reservation of rights, and without prejudice to liability or quantum, our clients are prepared to facilitate an orderly transition of the trucks that are the subject of your client’s asserted rights under its assignments. To eliminate operational chaos of repos and protect cargo, third parties, and roadway users, we propose the following procedure, which is reasonable in the circumstances and capable of implementation within fourteen (14) days of your confirmation:

1. Standstill and safety. Your client will immediately instruct all bailiffs and agents to stand down from any unilateral attendance, seizure, or attempted removal. No party will attend at our clients' yards or right-of-way without written coordination through counsel. Cargo-bearing assets will not be touched until unloaded by our clients to avoid spoliation, contamination, or chain-of-custody issues.
2. Identification and authority: Within two business days, you will provide: (a) a consolidated schedule of the specific VINs/serial numbers your client claims, the corresponding lease numbers, and the full chain of assignment for each; and (b) copies of the court orders you say authorize recovery, together with proof of your client's current insurance and the authority of any retrieval contractor.
3. Staging and delivery window: Within fourteen (14) days of your written confirmation, our clients will have the identified trucks, unloaded and free of third-party cargo, at designated yards to be specified in a coordinated schedule. Your client will then collect using insured bailiffs and operators.
4. Mutual release option: If your client wishes to resolve globally, our clients are prepared to consider a mutual release upon completion of the orderly return and reconciliation of accounts. Failing agreement on a release, the parties will proceed with their respective claims and defences in the proper forum, with equipment issues separated from liability and damages adjudication.

For clarity, some trailers and other equipment at issue are the subject of distinct counterparties and legal relationships handled by other counsel. Our clients will not consent to any commingling of assets or rights belonging to or claimed by those third parties. Your client's retrieval efforts must be limited to assets properly identified in the authoritative schedule to be supplied under item 2 above. Any attempt to remove loaded units or equipment claimed under a different chain of title will be opposed.

Your letter suggests an imminent motion. If your client elects to bring it notwithstanding the above cooperative protocol, our clients will respond and seek directions, including on process and safety. However, we trust the Court will expect the parties to adopt a measured, risk-reducing transition such as the one proposed. The Manager's earlier resort to bailiff attendances while counsel was engaged in coordination discussions was counter-productive and increased risk; we ask that this not be repeated.

Please confirm in short order that your client accepts the foregoing fourteen-day orderly transition protocol, will deliver the requested particulars and orders within five business days,

and will withhold any enforcement activity pending implementation. Upon your confirmation, we will circulate a draft coordination schedule and single points of contact for logistics.

All of our clients' rights are reserved.

Yours sincerely,

Per: VK Law Group

Arjun Vishwanth

*Arjun Vishwanth\**

*\*/s/Signed pursuant to the Electronic Commerce Act.*

**COURT FILE NO.: CV-24-00717340-00CL**

# **EXHIBIT “D”**

UNIT#	VIN	LOCATION
244	1XPBD49X2PD865235	A class truck repairs 6220 90 Ave SE, Calgary, AB T2C 5A1
250	1XPBDP9X7PD873476	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
251	1XPBDP9X9PD873480	FCI SHOP 273 Glidden Rd #1, Brampton, ON L6W 1H9, Canada
252	1XPBDP9X4PD873483	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
253	1XPBDP9X6PD873484	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
268	1XPBD49X6PD873533	1787 Hekla Ave, Winnipeg, MB R2R 0K3
273	1XPBD49X8RD639378	1787 Hekla Ave, Winnipeg, MB R2R 0K3
274	1XPBD49XXRD639401	1700 Sismet Rd, Mississauga, ON L4W 1R4
275	1XPBD49X4RD639376	1787 Hekla Ave, Winnipeg, MB R2R 0K3
283	3HSDZAPR8RN780133	1700 Sismet Rd, Mississauga, ON L4W 1R4
285	3HSDZAPR2RN780130	1787 Hekla Ave, Winnipeg, MB R2R 0K3
286	3HSDZAPR7RN780138	1787 Hekla Ave, Winnipeg, MB R2R 0K3
289	3HSDZAPR3RN780136	1700 Sismet Rd, Mississauga, ON L4W 1R4
290	3HSDZAPR0RN780126	1787 Hekla Ave, Winnipeg, MB R2R 0K3
291	3HSDZAPR9RN780125	1787 Hekla Ave, Winnipeg, MB R2R 0K3
312	3HSDZAPR3RN637946	1787 Hekla Ave, Winnipeg, MB R2R 0K3
313	3HSDZAPR4RN637972	1787 Hekla Ave, Winnipeg, MB R2R 0K3
315	3HSDZAPR2RN637971	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
317	3HSDZAPRXRN570844	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
318	3HSDZAPR1RN637962	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
321	3HSDZAPR5RN570816	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
463	1XPBD49X2RD873497	1787 Hekla Ave, Winnipeg, MB R2R 0K3
464	1XPBD49X8RD873505	1787 Hekla Ave, Winnipeg, MB R2R 0K3
465	1XPBDP9X8PD854340	1787 Hekla Ave, Winnipeg, MB R2R 0K3
246	1XPBD49X5PD865259	51 Worcester Rd, Etobicoke, ON M9W 4K2
319	3HSDZAPR9RN599204	51 Worcester Rd, Etobicoke, ON M9W 4K2
323	3HSDZAPRXRN637961	51 Worcester Rd, Etobicoke, ON M9W 4K2
282	3HSDZAPR4RN780131	51 Worcester Rd, Etobicoke, ON M9W 4K2
293	3HSDZAPR4PN303423	70 Nicolas Ave, Winnipeg, MB R2J 0T5
292	3HSDZAPR2PN757993	70 Nicolas Ave, Winnipeg, MB R2J 0T5
316	3HSDZAPRXRN570813	70 Nicolas Ave, Winnipeg, MB R2J 0T5
288	3HSDZAPRXRN780134	10249 121 St, Surrey, BC V3V 4K8
272	1XPBD49X6RD639377	10249 121 St, Surrey, BC V3V 4K8
314	3HSDZAPR1RN599200	70 Nicolas Ave, Winnipeg, MB R2J 0T5
322	3HSDZAPR7RN599203	70 Nicolas Ave, Winnipeg, MB R2J 0T5
284	3HSDZAPR6RN780132	70 Nicolas Ave, Winnipeg, MB R2J 0T5
287	3HSDZAPR6RN780129	9910 48 St SE, Calgary, AB T2C 4T7
ABST006	2AYNF7AV8P3T10447	9910 48 St SE, Calgary, AB T2C 4T7
CST32	2AYNF7AV6P3T10382	1700 Sismet Rd, Mississauga, ON L4W 1R4
320	3HSDZAPR7RN570798	9910 48 St SE, Calgary, AB T2C 4T7
245	1XPBD49X4PD865236	10249 121 St, Surrey, BC V3V 4K8
247	1XPBD49X3PD865261	9910 48 St SE, Calgary, AB T2C 4T7
IW-22099	1UYVS2531N7614313	9910 48 St SE, Calgary, AB T2C 4T7, Canada
IW-22095	1UYVS2533N7614314	9910 48 St SE, Calgary, AB T2C 4T7, Canada
IW-22089	1UYVS2537N7614316	9910 48 St SE, Calgary, AB T2C 4T7, Canada
IW-22084	1UYVS2538N7614311	9910 48 St SE, Calgary, AB T2C 4T7, Canada
IW-22091	1UYVS253XN7614312	9910 48 St SE, Calgary, AB T2C 4T7, Canada



**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND  
IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. et al (each,  
an "Applicant", and collectively, the "Applicants")**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at  
Toronto

**AFFIDAVIT OF BALWANT SINGH  
SAMRA**

**VK LAW GROUP**  
197 County Court Blvd, Suite 201  
Brampton, Ontario  
L6W 4P6

**Arjun Vishwanth Nrupathunga**  
Barristers and Solicitors  
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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND  
IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. et al (each,  
an "Applicant", and collectively, the "Applicants")**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at  
Toronto

**RESPONDING MOTION RECORD**

**VK LAW GROUP**  
197 County Court Blvd, Suite 201  
Brampton, Ontario  
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