

**COMPETITION TRIBUNAL**

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-34,  
as amended;

IN THE MATTER OF an application by Construx Engineering  
Corporation for an order pursuant to section 103.1 granting leave  
to make application under sections 75 and 77 of the *Competition  
Act*;

AND IN THE MATTER OF an application by Construx  
Engineering Corporation for an interim order pursuant to section  
104 of the *Competition Act*.

BETWEEN:

**CONSTRUX ENGINEERING CORPORATION**

Applicant

**GENERAL MOTORS OF CANADA LIMITED**

Respondent

COMPETITION TRIBUNAL  
TRIBUNAL DE LA CONCURRENCE

**FILED / PRODUIT**

May 20, 2005  
CT-2005-004

Jos LaRose for / pour  
REGISTRAR / REGISTRAIRE

OTTAWA, ONT

# 0006b

**AFFIDAVIT OF PAUL RISEBROUGH  
Sworn May 19, 2005**

I, PAUL RISEBROUGH, of the Town of Whitby, in the Province of Ontario, MAKE  
OATH AND SAY:

1. I am Director of Dealer Organization and Network Planning at General Motors of Canada Limited ("GM Canada"). I have been in this position since approximately 1996, and have been with GM Canada for over 32 years. My primary responsibilities as Director of Dealer Organization and Network Planning are to oversee the network and performance of GM Canada's independent dealers in Canada, and to administer the dealer policies and agreements that GM Canada enters into with its dealers. I currently oversee approximately 780 GM Canada

dealers. Based on my experience, I have personal knowledge of GM Canada's dealer network, its policies and procedures, and the efforts GM Canada has undertaken to maintain the integrity of its retail distribution strategy.

**I. GENERAL MOTORS AND ITS NETWORK OF AUTHORIZED DISTRIBUTORS AND RETAIL DEALERS**

2. GM Canada is a corporation incorporated under the laws of Canada with its head office in Oshawa, Ontario. GM Canada is a wholly-owned subsidiary of General Motors Corporation, a manufacturer of vehicles incorporated under the laws of the state of Delaware with its head office in Detroit, Michigan.

3. Substantially all the automotive-related products manufactured by GM Canada and its affiliates (collectively, "GM") are marketed through a network of authorized distributors and retail dealers in Canada and elsewhere. As of December 31, 2004, there were approximately 780 authorized GM vehicle dealers in Canada. The GM Canada authorized dealer network employs approximately 34,000 people and provides coast-to-coast service to GM customers, including roadside assistance, warranty repairs, recall and safety adjustments and other maintenance. Among other things, GM Canada's authorized dealers are required to provide quality service to owners of GM vehicles regardless of where in Canada the vehicles were purchased. GM uses sales of GM vehicles through the authorized dealer network to help fund the cost of maintaining adequate service and parts organizations in remote locations, in order to give GM Canada customers the ability to obtain emergency service throughout Canada when required.

4. The viability of GM Canada's authorized dealer network is jeopardized by unauthorized distributors. Unauthorized distributors sell GM vehicles by "free riding" on the investments by GM Canada and its authorized dealers in the GM brand and the GM Canada authorized dealer network, without providing the pre- and post-sale service or meeting the standards of excellence and technical expertise that GM Canada requires its authorized GM dealers to provide to GM's customers. In 2004, the GM Canada dealer network invested over \$26 million in sales and service training. In addition, the GM Canada network invests in special tools, information technology systems and facilities.

5. In order to maintain the viability of its authorized dealer networks in Canada and in other countries, GM has had in place since 1958 a policy of not allocating vehicles to domestic GM

authorized dealers for export shipment. GM Canada requires its authorized GM dealers to abide by GM Canada's Dealer Sales and Service Agreement (the "Dealer Agreement"), which includes provisions protecting the viability and integrity of the dealer distribution system and the GM brand by restricting the unauthorized export and resale of new GM vehicles. **(Exhibit "A")**

6. Pursuant to the Dealer Agreement, GM Canada authorized dealers are not authorized to directly or indirectly sell new GM vehicles for resale or primary use outside Canada. In order not to discourage legitimate resale activity and cross-border movement of vehicles by legitimate customers who in good faith purchased new GM vehicles for use in Canada but who chose to resell them at a later date, GM Canada imposes no restrictions on the export or resale of vehicles over 6 months old which have been driven more than 12,000 kilometres.

7. GM Canada's authorized dealers require volume customers to execute an Enrollment Form for Fleet Customers (referred to as a Fleet Account Number or "FAN" agreement). Fleet customers receive special discounts to encourage volume purchases. By executing the FAN agreement, the customer certifies that no motor vehicles ordered pursuant to the FAN agreement are being or will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada. In return, the fleet customer benefits from a special volume discount. **(Exhibit "B")**

## **II. CONSTRUX, ZALDIN AND THEIR ILLICIT EXPORT ACTIVITY**

8. Construx is a corporation controlled by Geoffrey Leigh Zaldin, the President and directing mind of Construx. Construx and several other corporations controlled by Mr. Zaldin have at various times since 1998 engaged in or attempted to engage in the unauthorized and illicit export of GM Canada vehicles designed for sale and use in Canada, and in the unauthorized and illicit sale of GM vehicles to buyers in Canada for the purpose of exporting such vehicles. Moreover, Zaldin has, directly or through his companies, improperly obtained a benefit from GM Canada in the form of fleet discounts.

9. Construx and an authorized GM Canada dealership, Leggat Chevrolet Oldsmobile Ltd., executed a FAN agreement (including the no-export commitment) on October 5, 1998. Mr. Zaldin signed the agreement on behalf of Construx. **(Exhibit "C")**

10. Construx subsequently placed an order for seven Chevrolet Astro vans with specifications making the vans suitable for export to Asia. GM Canada investigated and found no evidence that Construx was a tenant of the building at the address provided by Construx on the FAN agreement. Following this investigation, GM Canada exercised its right to revoke Construx's fleet customer privileges (including the fleet discounts) on October 27, 1998, on the basis of this information GM Canada had discovered (rather than on the basis that Construx was engaged in unauthorized export activity, which GM Canada did not discover until later).

11. GM Canada has subsequently received at least four other FAN agreements which appear to have been executed by Mr. Geoffrey Leigh Zaldin on behalf of several different companies which are apparently (or are believed by GM Canada to be) controlled by him (as set out below), and which GM Canada believes were used in an attempt to deceive and mislead GM Canada and its authorized dealers and conceal the fact that these entities were being used for the purpose of engaging in unauthorized and illicit export of GM vehicles from Canada:

- (i) On June 7, 1999, a FAN Agreement was executed on behalf of Canadian Computer Recyclers Inc. ("Computer Recyclers"). Following an investigation by its dealer audit department, GM Canada sent a letter to Computer Recyclers at the address given on the FAN Agreement advising that GM Canada suspected the company of engaging in unauthorized export activity and that it would be placed on GM Canada's list of suspected exporters if a response was not received within 30 days. The letter was returned by Canada Post with an indication that no record of the company was found.
- (ii) On September 27, 1999, a FAN Agreement was executed on behalf of G&C Marketing Services Inc. ("G&C"). GM Canada terminated the account when it discovered that the phone number given was inactive, and reinstated it when a new phone number was provided. GM Canada terminated the account again in February 2001 when a letter sent by GM Canada to the address on the FAN Agreement was returned to GM Canada as undeliverable, and reinstated it in February 2002 when a new address was provided.

- (iii) On October 18, 1999, a FAN Agreement was executed on behalf of Niagara Tours Inc. (“Niagara Tours”). GM Canada terminated the account in January 2001 when it determined that the phone number on the FAN Agreement was no longer in service and directory assistance had no listing for the company.
- (iv) On May 30, 2002, a FAN Agreement was executed on behalf of The Classic Car Store Inc. (“Classic Car”). In September 2002, GM Canada’s dealer audit department determined that there was reason to believe Classic Car was engaged in unauthorized export activity. GM Canada terminated the FAN Agreement in February, 2003. (**Exhibit “D”**)

12. In November 2002, Classic Car (whose President is Geoffrey Leigh Zaldin) commenced an action against GM Canada in the Ontario Superior Court of Justice. (**Exhibit “E”**)

13. As a result of this action, GM Canada commenced an investigation and determined that there was a connection between Construx, Computer Recyclers, G&C, Niagara Tours and Classic Car. The handwriting on the FAN Agreements was similar and some addresses, telephone and fax numbers were identical. The contact names (Geoffrey Zaldin for Construx, Geoffrey Leigh for Computer Recyclers, Geoffrey Cohen for G&C, Leigh Zaldin for Niagara Tours and Geoffrey Zaldin for Classic Car) were also similar or identical. The Corporation Profile Report maintained by the Ontario Ministry of Consumer and Business Services lists 149 Dolomite Drive in Toronto as the registered office address of each of the five companies. Geoffrey Zaldin or Geoffrey Leigh Zaldin is listed as the administrator, an officer and/or a director of Construx, Computer Recyclers, G&C and Niagara Tours. The Corporation Profile Report for Classic Car indicates that it has changed its name to Art In Motion Conversions Ltd. effective January 18, 2005. The report for Classic Car/Art In Motion lists the “person authorizing filing” as Barb Zaldin, who is also listed as having authorized certain filings in respect of Construx, Computer Recyclers and G&C. (**Exhibit “F”**)

14. In January 2003, GM Canada’s dealer audit department determined that four GM vehicles purchased by Niagara Tours were exported to Japan between March 2000 and May 2000; two GM vehicles purchased by G&C were exported to Japan in April 2000 and August 2001; and a GM vehicle purchased by Classic Car was exported to Japan in July 2002. GM

Canada has subsequently determined that another GM vehicle purchased by Classic Car was exported to Sweden in March 2003. (**Exhibit “G”**)

15. In its application to the Tribunal, Construx states that it “is a wholesale dealer and broker of transportation products, including automobiles”.<sup>1</sup> If Construx is currently engaged in wholesale dealing and brokering of automobiles as it claims, Construx may be engaged in unlawful activity contrary to the Ontario *Motor Vehicle Dealers Act*.<sup>2</sup> The Ontario *Motor Vehicle Dealers Act* requires that any “motor vehicle dealer” be registered under the Act. Section 3(1) of the Act provides that “No person shall [...] carry on business as a motor vehicle dealer unless the person is registered under this Act”. A “motor vehicle dealer” is defined as meaning “a person who carries on the business of buying or selling motor vehicles”. As a condition of registration, s. 5 of the Act provides that an applicant is not entitled to registration where “the past conduct of its officers or directors affords reasonable grounds for belief that its business will not be carried on in accordance with law and with honesty and integrity”. The current registration status of motor vehicle dealers in Ontario is published on the public website of the Ontario Motor Vehicle Industry Council (“OMVIC”). The registration status for Construx is shown as “TERMINATED”. GM Canada has been informed by OMVIC that Construx’s registration was terminated in March 2005. Accordingly, Construx is not currently permitted to carry on business as a motor vehicle dealer in Ontario. (**Exhibit “H”**)

### **III. GM CANADA HAS A VALID BUSINESS JUSTIFICATION FOR PROHIBITING UNAUTHORIZED EXPORT AND RESALE**

#### **A. GM Canada’s Distribution Network is Efficient and Pro-Competitive**

16. Through many years of cooperative effort, GM Canada and its authorized dealers have developed a strong, high quality authorized dealer network in Canada. In order to preserve the integrity of that network and the goodwill attached to it, GM Canada authorized dealers must meet standards of excellence to ensure that GM Canada vehicle owners will receive the high level of technical expertise and pre- and post-sales service that GM Canada requires that they provide to purchasers of GM vehicles. Maintaining these standards is an integral part of the ongoing obligations to be met by GM Canada authorized dealers as a condition of retaining their

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<sup>1</sup> Statement of Grounds and Material Facts, para. 1.

<sup>2</sup> R.S.O. 1990, c. M.42.

status as members of the GM Canada authorized dealer network. Meeting these standards on an ongoing basis involves significant effort and a large financial investment by such authorized dealers.

17. Similarly, GM's affiliates maintain high quality authorized dealer networks in other countries. Local GM dealers are best suited to distribute GM vehicles in their respective jurisdictions, to meet local approval and operations requirements, to arrange for proper performance of warranty repairs, safety campaign inspections and adjustments, education in the operation of the vehicle, and to meet local government emissions, safety and similar requirements. In order to protect the viability and integrity of GM's worldwide distribution and authorized dealer organizations, to protect GM's reputation with its customers, and to protect against the damage caused to its customers and dealers from the unauthorized sale of exported vehicles, GM Canada's Dealer Agreement authorizes GM Canada dealers to purchase new motor vehicles only for sale to customers located and resident in Canada for personal use or for a primary business use other than resale (s. 5.1.2 of the Dealer Agreement).

18. GM and other major automobile manufacturers distribute their vehicles through authorized dealer distribution networks. Such a system provides that the manufacturer only makes its vehicles available to authorized dealers. Modern automotive vehicles are highly complex and dealers require a highly-trained staff to properly inform consumers about the vehicles and perform required recalls, repairs and maintenance. GM Canada makes available or recommends to authorized dealers general and specialized product, sales, service and parts, accounting, business management, finance, insurance and systems training courses for authorized dealer personnel. GM Canada authorized dealers are required to comply with GM Canada's reasonable training requirements and pay any specified training charges (s. 8 of the Dealer Agreement). The cost of training staff and maintaining standards of excellence is funded by sales of GM vehicles through the authorized dealer network.

19. This distribution method is a proven system that is designed to serve the mutual needs of the manufacturer, its authorized Canadian dealers and Canadian consumers. The manufacturer has an important economic interest in having its product marketed at the lowest possible cost, and in a manner which is consistent with its pre-sales information efforts and its post-sales service obligations. If the authorized dealer knows that the manufacturer will support the

selective distribution system, it then has the incentive to make the necessary investment and provide the facilities and personnel necessary to effectively market the vehicle and to perform post-sales service, free of the threat of unauthorized dealers. As a result, Canadian consumers benefit by having access to knowledgeable authorized dealers who are able to provide proper sales information and expert servicing at competitive prices.

20. As a result of the necessarily interdependent relationship between the manufacturer and its authorized dealers, the manufacturer cannot permit unauthorized or parallel systems of distribution to exist. Such unauthorized distributors are effectively “free riders” who undermine the existence of the authorized dealer franchise system and do not provide the requisite valuable services offered by properly trained and authorized dealers and expected by consumers.

21. In addition to the impact on GM’s distribution network, the export and sale of grey market vehicles without GM’s consent constitutes an unauthorized invasion of GM’s exclusive right to use its trademarks and is therefore an infringement of its intellectual property rights. Such unauthorized use has a deleterious effect on the goodwill associated with the GM trademarks and the GM dealer network, since consumers may be confused or deceived into believing that unauthorized grey market vehicles which have been improperly exported from Canada are identical to conforming vehicles designed for use in the jurisdiction to which they are exported.

22. Furthermore, GM authorized dealers are the public face of the GM organization. The reputation of GM Canada, its affiliates and their dealer networks may suffer significant damage if consumers come to associate them with unauthorized exporters who operate under multiple business names out of temporary establishments, do not provide the pre- and post-sales services expected of GM dealers, and engage in potentially unlawful practices to conceal their unauthorized and illicit activities.

23. If GM Canada is not able to enforce its reasonable restrictions on unauthorized distribution and grey market exports, it would become necessary for GM to take other steps to protect the viability of its authorized dealer network and the integrity of the GM brand. This may require the reduction in distribution in Canada of vehicles which are attractive to unauthorized exporters / grey marketers. In addition or alternatively, it may be necessary to raise the prices of vehicles sold in Canada in order to make grey marketing activities less attractive. These actions



would not benefit Canadian consumers, GM's authorized dealers or GM, but would be necessary to prevent parallel distribution networks from gaining a foothold and putting the authorized dealer network and the goodwill attached thereto at risk.

**B. Export/Import Of Grey Market Vehicles Potentially Violates Canadian And Foreign Laws**

24. The unauthorized sale outside Canada of GM vehicles manufactured for sale in Canada creates numerous serious problems for GM, its authorized dealers and consumers. Most significantly, grey marketers such as Construx, which as noted above is not authorized to sell motor vehicles in Ontario, may violate numerous other Canadian and foreign laws. Vehicles manufactured for sale and use in Canada may not comply with the regulatory requirements of the jurisdictions in which they are sold, such as safety and emissions standards. For example, vehicles manufactured for sale in Canada may not comply with vehicle emissions standards in some U.S. jurisdictions such as California, New York, Massachusetts and others. The importation of non-conforming vehicles into the U.S. is of concern to GM Canada and its affiliates because of the broad scope of legal liability under U.S. environmental statutes. Furthermore, any judicial decision that required GM Canada to allow purchases and resale to the United States of the nature sought by Construx could put GM Canada in the position of violating dealer franchise laws of U.S. states whose laws are designed to preserve and protect the existence of a network of authorized dealers to sell and service new GM motor vehicles.

25. With respect to vehicles exported overseas, few (if any) vehicles manufactured for sale in Canada would meet European or Japanese emission standards without modifications. Few (if any) vehicles manufactured for sale in Canada would meet European or Japanese safety standards such as side marker turn signals, electronic interference standards and noise standards, without significant modifications or testing. In addition to potentially not complying with local emissions and safety standards, GM Canada has no ability to issue recall notices or provide warranty maintenance service, and in many cases overseas GM authorized dealers and other vehicle repair service providers lack the tools necessary to perform maintenance on GM vehicles designed for use in North America. If consumers are unable to obtain necessary maintenance service, GM's (and its dealers') reputation and the goodwill associated with its brand could be severely damaged. GM only sells vehicles in countries with GM authorized dealer networks.

26. GM Canada believes that illicit vehicle export activity may also be associated with unlawful activity such as odometer tampering, document forgery, GST fraud and making false customs declarations. In some cases, vehicles known to have been exported overseas have been reported stolen in Canada in an apparent attempt to obtain payment from an insurer.

27. Many of the same considerations referred to above also apply with respect to the importation into Canada of vehicles manufactured for sale and use in the United States or elsewhere. The importation of such grey market vehicles into Canada creates similar problems for GM, authorized GM dealers and consumers and may also result in violations of Canadian and foreign laws. For example, the U.S. versions of GM's Corvette, Cadillac XLR and Pontiac GTO do not meet Canadian safety standards. In addition, many GM vehicles are imported into Canada from the U.S. for the purpose of immediately re-exporting them to other jurisdictions. This enables exporters to avoid the reporting requirements at U.S. ports. In addition to the concerns described above, such sales of GM vehicles in certain countries (such as Libya or Iran) may violate U.S., Canadian or other foreign laws.

28. Aside from the very real concern that GM Canada may be seen as abetting the violation of laws (and in some cases, the commission of crimes) in Canada and elsewhere, GM Canada is legitimately concerned that unless it is able to prevent such unauthorized export of grey market vehicles it may be seen by the GM authorized dealer networks in other countries as being party to activities that threaten the viability of those networks and encroach on the authorized dealers' ability to sell vehicles by legitimate means.

29. Illicit export activity has also caused confusion and injury to consumers who have purchased grey market vehicles believing that the vehicles were manufactured for sale in the consumer's jurisdiction. As with Construx, it is not unusual for illicit exporters to use various corporate names, pseudonyms, and other aliases, that appear and disappear, denying purchasers any opportunity for redress.

**C. The Competition Bureau Has Determined that No Action Is Warranted Under the *Competition Act* In Connection With GM Canada's Export Policy**

30. The Competition Bureau has previously investigated GM Canada's efforts to prevent unauthorized sales outside Canada of motor vehicles manufactured for sale in Canada. On April 24, 1986, the Bureau commenced an inquiry following receipt of an application under s. 7 of the

*Combines Investigation Act*. On September 12, 1986, the Bureau commenced an inquiry following receipt of an application under s. 9 of the *Competition Act*. On May 22, 1998, the Bureau informed GM Canada in writing that the inquiries had been discontinued. No enforcement action was taken by the Bureau in respect of those inquiries. (**Exhibit "I"**)

31. In essence, the present application is just another tactical manoeuvre by Zaldin in a longstanding private dispute between Zaldin and (indirectly) GM Canada. One of Zaldin's other companies engaged in illicit and unauthorized exports, Classic Car, commenced an action against GM Canada in the Ontario Superior Court of Justice in November 2002 raising essentially the same allegations as Construx and Zaldin have raised in this application. Zaldin has taken no steps to pursue that litigation in the last 2 years.

#### **IV. CONSTRUX IS NOT DIRECTLY AND SUBSTANTIALLY AFFECTED IN ITS BUSINESS BY ANY CONDUCT OF GM CANADA**

32. GM Canada has made inquiries and is not aware of any request by Construx to purchase vehicles directly from GM Canada. Construx is not a customer of GM Canada and is not directly affected by the terms of GM Canada's agreements with its authorized dealers.

#### **V. COMPETITION AMONG SUPPLIERS**

33. There is vigorous and extensive competition among vehicle suppliers in Canada. GM is only one of many vehicle suppliers in Canada. GM's principal competitors in passenger cars and trucks in Canada and the United States include Ford Motor Company, DaimlerChrysler AG, Toyota Corporation, Nissan Motor Corporation Ltd., Mazda Motor Corporation, Mitsubishi Motors Corporation, Volkswagen A.G., Hyundai Motor Company, Ltd., Bayerische Motoren Werke AG (BMW), Honda Motor Company Limited and Kia Motors Corporation. As of December 31, 2004, other than Volkswagen and Kia, all of these principal competitors operated vehicle manufacturing facilities in Canada and/or the United States. For the year ended December 31, 2004, GM estimates that its share of total new motor vehicle unit sales in North America was approximately 27%. The total value of sales of new GM vehicles by authorized GM Canada dealers between 1997 and 2003 was approximately \$85 billion, or approximately \$12 billion per year.

34. Automotive vehicles are distributed through numerous authorized dealers. According to the Canadian Vehicle Manufacturers' Association, as of December 31, 2004 there were almost 4,000 authorized retail vehicle dealer outlets in Canada. Of these approximately 780 are authorized GM Canada dealers. (Exhibit "J")

SWORN before me at the City )  
of Oshawa, on May 19th, 2005. )

George McClean )  
COMMISSIONER FOR TAKING AFFIDAVITS )

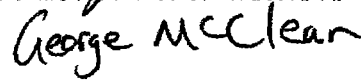
George McClean

Paul Risebrough  
PAUL RISEBROUGH

This is Exhibit "A" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

A handwritten signature in cursive script that reads "George McClean". The signature is written in black ink and is positioned above a horizontal dashed line.

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten name in cursive script that reads "George McClean". It is written in black ink and is positioned below the printed title.

# Standard Provisions

## Dealer Sales and Service Agreement



GENERAL MOTORS OF CANADA LIMITED

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## **STANDARD PROVISIONS**

The following Standard Provisions are part of the Dealer Sales and Service Agreement (GMMS 1012 - (CAN) 2000).

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote a relationship between General Motors and its dealers which encourages and facilitates cooperation and mutual effort to satisfy customers, and permits General Motors and its dealers to fully realize their opportunities for business success.

General Motors has established a network of authorized dealers operating at approved locations to effectively sell and service its Products and to build and maintain customer confidence and satisfaction in Dealer and General Motors. Consequently, General Motors relies upon each dealer to provide appropriate skill, capital, equipment, staff and facilities to properly sell, service, protect the reputation of and satisfy the customers of General Motors Products.

General Motors and its dealers depend upon each other to fully realize their opportunities for business success. General Motors relies upon its dealers to provide the sales and service expertise to effectively represent General Motors Products in the marketplace. Dealer relies upon General Motors to provide sales and service support and to continually strive to enhance the quality and competitiveness of its Products.

This mutual dependence requires a spirit of cooperation, trust and confidence between General Motors and its dealers. To facilitate attainment of cooperation, trust and confidence, and to provide General Motors with the benefit of dealer advice regarding many decisions which affect dealer business operations, General Motors has established the GM Canada Communications Team and its various Dealer Advisory Boards to obtain dealer input in the decision-making process. The GM Canada Communications Team and the Dealer Advisory Boards are referred to throughout this Agreement. General Motors will review input from the GM Canada Communications Team and the Dealer Advisory Boards and final decisions will be made by General Motors, solely pursuant to its own business judgement.

The principal purposes of this Agreement are to: (i) authorize Dealer to sell and service General Motors Products and represent itself as a General Motors Dealer; (ii) set forth the terms and conditions which will define the business relationship between Dealer and General Motors; (iii) set forth the responsibilities of Dealer and General Motors to each other and to customers; and (iv) reflect the mutual dependence of the parties in achieving their business objectives.

### **ARTICLE 1. APPOINTMENT AS AUTHORIZED DEALER**

**1.0** General Motors appoints Dealer as a non-exclusive dealer of General Motors Products at Dealer's authorized location. Dealer has the right to

buy Products and the obligation to market and service those Products in accordance with this Agreement and related documents.

Dealer and General Motors recognize the importance of maintaining the integrity of General Motors Dealers as the distribution network for all General Motors Products they are authorized to sell. General Motors will consult with the dealers prior to any modification

in our distribution network policy. Notwithstanding this provision, the final decision relating to the distribution network policy of General Motors Products shall be made by General Motors solely pursuant to its own business judgement.

## **ARTICLE 2. DEALER OPERATOR**

**2.0** This is a personal services agreement entered into in reliance on the qualifications, integrity and reputation of Dealer Operator identified in Paragraph Third and on Dealer's assurance that Dealer Operator will provide personal services by exercising full managerial authority over Dealership Operations. Dealer Operator will have an unencumbered ownership interest in Dealer of at least fifteen (15) percent at all times. A Dealer

Operator must be a competent business person, an effective manager, must have demonstrated a caring attitude toward customers, and should have a successful record as a merchandiser of automotive products and services or otherwise have demonstrated the ability to manage a dealership. The experience necessary may vary with the potential represented by each dealer location.

## **ARTICLE 3. DEALER OWNER**

**3.0** General Motors enters into this Agreement in reliance on the qualifications, integrity and reputation of Dealer Owner identified in Paragraph Third, as well as the persons identified in the Dealer Statement of Ownership. General Motors and Dealer agree each Dealer Owner and any other persons with an ownership interest in Dealer will continue to own, both of record and beneficially, the percentage

of ownership represented in the Dealer Statement of Ownership unless a change is made in accordance with Article 12.

Unless specifically referred to in this Agreement, persons with an ownership interest in Dealer, other than Dealer Owner, have no rights under this Agreement.

## **ARTICLE 4. AUTHORIZED LOCATIONS**

### **4.1 Dealer Network Planning**

Because General Motors distributes its Products through a network of authorized dealers operating from approved locations, those dealers must be appropriate in number, located properly and have properly sized facilities to ensure that General Motors Products are competitively represented and serviced in the marketplace and to permit each dealer the opportunity to achieve a reasonable return

on investment if it fulfills its obligations under its Dealer Agreement. Through such a dealer network, Dealer and General Motors can provide for the convenience of customers in purchasing Products and having them serviced. As a result, customers, dealers, and General Motors all benefit.

To maintain an effective dealer network, General Motors agrees that it will monitor marketing conditions and take appropriate action to ensure

that, to the degree possible, the number, size and location of its dealers is appropriate to achieve the objectives stated above. Such marketing conditions include General Motors sales and registration results, demographic considerations, competitive dealer networks, industry changes, the ability of General Motors existing dealers to achieve the objectives stated above, the opportunities available to existing dealers, and other appropriate circumstances.

#### **4.2 Area of Primary Responsibility / AGSSA**

Dealer is responsible for effectively selling, servicing and otherwise representing General Motors Products in the Area designated in a Notice of Area of Primary Responsibility. General Motors retains the right to revise Dealer's Area of Primary Responsibility and/or AGSSA at General Motors sole discretion consistent with dealer network planning objectives. If General Motors determines that marketing conditions warrant any type of change in Dealer's Area of Primary Responsibility/AGSSA, it will advise Dealer in writing of the proposed change, the reasons for it, and it will consider any information the Dealer submits. Dealer must submit such information in writing within sixty (60) days of receipt of notice of the proposed change. If General Motors thereafter decides the change is still warranted, it will, at its own discretion, issue a revised Notice of Area of Primary Responsibility or AGSSA definition.

#### **4.3 Establishment of Additional Dealers**

General Motors reserves the right to appoint additional dealers but will not exercise this right without first analyzing dealer network planning considerations.

General Motors will consult with Dealer and share all non-confidential data when it completes an analysis which may result in the addition of a new Motor Vehicle Dealer within Dealer's Area of Primary Responsibility/AGSSA. If General Motors tentatively decides that an additional dealer may be established, General Motors will advise Dealer in writing and give Dealer sixty (60) days to present further relevant information before a final decision is made. General Motors will advise Dealer of the final decision, which will be made solely by General Motors pursuant to its business judgement. Nothing in this Agreement is intended to require Dealer's consent to the establishment of an additional dealer.

Neither the appointment of a dealer at or near a former dealership location as a replacement for the former dealer nor the relocation of an existing Dealer will be considered the establishment of an additional Dealer for purposes of this Article 4.3. Such events are also within the sole discretion of General Motors, pursuant to its business judgement.

#### **4.4 Facilities**

##### **4.4.1 Location**

Dealer agrees to conduct Dealership Operations only from the approved location(s) within its Area of Primary Responsibility and/or AGSSA. The Dealership Location and Premises Addendum identifies Dealer's approved location(s) and facilities ("Premises"). If more than one location is approved, Dealer agrees to conduct from each location only those Dealership Operations authorized in the Addendum for such location.

To preserve the integrity of the dealer network, General Motors reserves the right to restrict Dealer from actively marketing or advertising for customers or business from outside its Area of Primary Responsibility and/or AGSSA. Such marketing or advertising will be permitted if it is necessarily incidental to appropriate marketing or advertising activity within Dealer's Area of Primary Responsibility and/or AGSSA.

#### **4.4.2 Change in Location or Use of Premises**

If Dealer wants to make any change in Premises or in the uses previously approved for those Premises, Dealer will give General Motors written notice of the proposed change, together with the reasons for the proposal, such that General Motors may evaluate the proposal in light of dealer network planning considerations. No change in location or in the use of Premises, including the addition of any other automotive or non-automotive related brands, will be made without General Motors' prior written authorization.

Before General Motors requires any changes in Premises, it will consult with Dealer, indicate the rationale for the change and solicit Dealer's views on the proposal. If, after such review with Dealer, General Motors determines a change in Premises or location is appropriate, Dealer will be allowed ample time to implement the change. Any such changes will be reflected in a new Dealership Location and Premises Addendum or other written agreement executed by Dealer and General Motors. Nothing herein is intended to require the consent or approval of any dealer to a proposed relocation of any other dealer.

#### **4.4.3 Hours of Operation**

To serve the needs of customers, Dealer agrees to conduct Dealership Operations during the days and hours customary in Dealer's Area of Primary Responsibility/AGSSA and which are lawful for such purposes.

#### **4.4.4 Size**

Dealer agrees to provide Dealership Premises, at its approved location(s), that will promote the effective performance and conduct of Dealership Operations and the General Motors image and goodwill. Consistent with General Motors dealer network planning objectives and General Motors interest in maintaining the stability and viability of its dealers, Dealer agrees that its facilities will be sized in accordance with General Motors requirements for that location.

General Motors agrees to establish and maintain a clearly stated policy for determining reasonable dealer facility space requirements and to periodically re-evaluate those requirements to ensure that they continue to be reasonable.

#### **4.4.5 Dealership Image and Design**

General Motors and Dealer recognize that, as a representative of General Motors Products to the public, the appearance of Dealer's Premises is critical to General Motors image and can affect the way customers perceive Dealer, General Motors and its Products. Dealer therefore agrees that its Premises will be properly equipped and maintained and that the interior and exterior retail environment and signs will comply with any reasonable requirements General Motors may establish to promote and preserve the image of General Motors and its dealers. In any event, if Dealer proposes to

construct new dealership facilities or renovate existing dealership facilities, Dealer agrees to provide dealership facilities that comply with General Motors' image requirements.

To promote and preserve its image and that of dealers and to assist Dealer in meeting its responsibilities, General Motors agrees to make available counsel and advice concerning facility appearance and design. General Motors will also monitor developments in automotive and other retailing to ensure to the degree possible that General Motors image and facility requirements are responsive to changes in the marketing environment. General Motors will take into account existing economic and marketing conditions and consult with the GM Canada Communications

Team and/or the appropriate Dealer Advisory Board in establishing such requirements.

#### **4.4.6 Dealership Equipment and Systems**

Effective performance of Dealer's responsibilities under this Agreement requires that the dealership be reasonably equipped to properly and effectively operate as a General Motors dealership.

Accordingly, Dealer agrees that it will provide and maintain for use in the Dealership Operations any reasonable items, systems, software, equipment, communication devices, service tools and special tools that are deemed necessary by General Motors in consultation with the GM Canada Communications Team and/or the appropriate Dealer Advisory Board.

## **ARTICLE 5. DEALER'S RESPONSIBILITY TO PROMOTE, SELL AND SERVICE PRODUCTS**

### **5.1 Responsibility to Promote and Sell**

**5.1.1** Dealer agrees to effectively, ethically and lawfully sell and promote the purchase, lease and use of Products by customers located in its Area of Primary Responsibility. To achieve this objective, Dealer agrees to:

(a) maintain an adequate force of knowledgeable, trained sales personnel;

(b) explain to Product purchasers the items which make up the purchase price, provide purchasers with itemized invoices and any information required by law and not make misleading statements concerning the nature or

amount of items making up the total selling price of Products;

(c) not charge customers for services for which Dealer is reimbursed by General Motors;

(d) include in customer orders only equipment or accessories requested by customer or required by law; and

(e) ensure that the customer's purchase and delivery experiences are satisfactory.

If Dealer modifies or sells a modified new Motor Vehicle, or installs any equipment, accessory or

part not supplied by General Motors or sells any non-General Motors service contract for a Motor Vehicle, Dealer will disclose this fact on the purchase order and bill of sale, indicating that the modification, equipment, accessory or part is not warranted by General Motors or, in the case of a service contract, that coverage is not provided by General Motors or an affiliate. Dealer shall not represent the source of any modification, part, accessory or service contract on a used motor vehicle to be General Motors if the source is not General Motors or an affiliate.

5.1.2 (a) It is the policy of General Motors not to sell or allocate new Motor Vehicles to Dealers for sale or use outside Canada. General Motors Corporation has various United States and overseas distribution organizations which are best suited to distribute Motor Vehicles outside Canada, to meet the approval and operational requirements of the area of the world in which they will be operated, and are in the best position to arrange for proper performance of Motor Vehicle warranty repairs, safety campaign inspections and adjustments and to meet local government requirements. Therefore, Dealer agrees that this Agreement authorizes Dealer to purchase new Motor Vehicles only for resale to customers located and resident in Canada for personal use or for a primary business use other than resale and that Dealer is not authorized by this Agreement to directly or indirectly sell Motor Vehicles for resale or primary use outside Canada.

5.1.2 (b) It is the policy of General Motors not to sell or allocate new Motor Vehicles to Dealers for resale to persons or parties engaged in the business of reselling, brokering (including

professional auto buying services) or wholesaling. General Motors has established a Canadian Motor Vehicle distribution organization which is best suited to distribute Motor Vehicles in Canada, and which is in the best position to arrange for the proper performance of Motor Vehicle warranty repairs, safety campaign inspections and adjustments, pre-delivery inspections, on-going maintenance and compliance with government requirements. Therefore, Dealer agrees that this Agreement authorizes Dealer to purchase Motor Vehicles only for resale to customers for personal use or for primary business use other than resale and that Dealer is not authorized by this Agreement to directly or indirectly sell Motor Vehicles for resale to wholesalers, brokers (including professional auto buying services) or agents. Nothing in this Article 5.1.2 is intended to restrict Dealer from selling Motor Vehicles to other General Motors dealers.

5.1.2 (c) Dealer agrees to comply with any reasonable standards and requirements General Motors may establish from time to time in relation to Articles 5.1.2 (a) and (b).

5.1.2 (d) General Motors may, from time to time, issue a policy regarding reasonable charges to be paid by Dealer to General Motors in relation to the sale or lease of vehicles in contravention of this Article 5.1.2 and Dealer agrees to pay the charges set out in such policy.

5.1.3 General Motors will conduct general advertising programs to promote the sale of Products for the mutual benefit of General Motors and Dealers. General Motors will make available to Dealer advertising and sales promotion materials

from time to time and advise Dealer of any requirements or applicable charges.

**5.1.4** Dealer agrees to advertise and conduct promotional activities that are lawful and enhance the reputation of Dealer, General Motors and its Products. Dealer will not advertise or conduct promotional activities in a misleading or unethical manner, or in a way that is harmful to the reputation of Dealer, General Motors, or its Products.

## **5.2 Responsibility to Service**

**5.2.1** Dealer agrees to maximize customer satisfaction by providing courteous, convenient, prompt, efficient and quality service to owners of Motor Vehicles, regardless of where the vehicles were purchased. All service will be performed in a professional manner and in accordance with all applicable laws and regulations, this Agreement and the Service Policies and Procedures Manual, as amended from time to time.

**5.2.2** Dealer agrees to maintain an adequate service and parts organization as recommended by General Motors, including competent, trained service and parts manager(s), trained service and parts personnel and, where service volume or other conditions make it advisable, a customer relations manager.

**5.2.3** Dealer and General Motors will each provide the other with such information and assistance as may reasonably be requested by the

other to facilitate compliance with applicable laws, regulations, investigations and orders relating to Products.

**5.2.4** Dealer will build and maintain customer confidence in Dealer and General Motors, and will comply with General Motors' procedures for the investigation and resolution of Product related complaints.

**5.2.5** General Motors will make available to Dealer current service and parts manuals, bulletins, and technical data publications relating to Motor Vehicles.

## **5.3 Customer Satisfaction**

Dealer and General Motors recognize that customer satisfaction with General Motors Products and its dealers is critically important to our current and future business success. Dealer therefore agrees to conduct its operations in a manner which will promote total customer satisfaction with the purchase and ownership experience. General Motors agrees to provide Dealer with all reasonable support to assist in Dealer's attainment of customer satisfaction.

## **5.4 Business Planning**

To enable Dealer to most effectively meet its obligations under this Agreement, and to enable General Motors to effectively support Dealer's efforts, Dealer agrees to develop and implement a mutually agreed upon Business Plan.

## **ARTICLE 6. SALE OF PRODUCTS TO DEALERS**

### **6.1 Sale of Motor Vehicles to Dealer**

General Motors will periodically furnish Dealer one or more Motor Vehicle Addenda specifying the current model types or series of new Motor Vehicles which Dealer may order under this Agreement. General Motors may change a Motor Vehicle Addendum by furnishing Dealer a superseding one, or may cancel an Addendum at any time.

General Motors will endeavour to distribute new Motor Vehicles among its dealers in a fair and equitable manner. Many factors affect the availability and distribution of Motor Vehicles to dealers, including component availability and available production capacity, sales potential in Dealer's Area of Primary Responsibility/AGSSA, varying consumer demand, weather and transportation conditions, governmental regulations, and other conditions beyond the control of General Motors. General Motors reserves for itself discretion in accepting orders and distributing Motor Vehicles, and its judgements and decisions are final. Upon written request, General Motors will advise Dealer of the total number of new Motor Vehicles, by series, sold to dealers in Dealer's Zone during the preceding month.

### **6.2 Sale of Parts and Accessories to Dealer**

New, reconditioned or remanufactured automotive parts and accessories marketed by General Motors and listed in current Dealer Parts and Accessories Price Schedules or supplements furnished to Dealer are called Parts and Accessories.

Orders for Parts and Accessories will be submitted and processed according to written procedures established by General Motors or other designated suppliers.

### **6.3 Prices and Other Terms of Sale**

#### **6.3.1 Motor Vehicles**

Prices, destination charges and other terms of sale applicable to purchases of new Motor Vehicles will be those established according to the Vehicle Terms of Sale Bulletin furnished periodically to Dealer.

Prices, destination charges and other terms of sale applicable to any Motor Vehicle may be changed by General Motors at any time. Except as otherwise provided in writing, changes apply to Motor Vehicles not shipped to Dealer at the time the changes are made effective.

Dealer will receive written notice of any price increase before any Motor Vehicle to which such increase applies is shipped, except for initial prices for a new model year or for any new model or body type. Dealer has the right to cancel or modify the affected orders by delivering written notice to General Motors within ten (10) days after its receipt of the price increase notice in accordance with procedures established by General Motors.

#### **6.3.2 Parts and Accessories**

Prices and other terms of sale applicable to Parts and Accessories are established by General Motors according to the Parts and Accessories Terms of Sale Bulletins furnished periodically to Dealer.



Prices and other terms of sale applicable to Parts and Accessories may be changed by General Motors at any time. Such changes apply to Parts and Accessories not shipped to Dealer at the time changes become effective.

#### **6.4 Inventory**

##### **6.4.1 Motor Vehicle Inventory**

Dealer recognizes that customers expect Dealer to have a reasonable quantity and variety of current model Motor Vehicles in inventory. Accordingly, Dealer agrees to order and stock and General Motors agrees to make available, subject to Article 6.1, a mix of models and series of Motor Vehicles identified in the Motor Vehicle Addendum in quantities adequate to enable Dealer to fulfill its obligations in its Area of Primary Responsibility/AGSSA.

##### **6.4.2 Parts and Accessories**

Dealer agrees to stock sufficient Parts and Accessories made available by General Motors to perform warranty and special policy repairs and meet customer demand.

#### **6.5 Warranties on Products**

General Motors warrants new Motor Vehicles and Parts and Accessories ("Products") as explained in documents provided with the Products or in the Service Policies and Procedures Manual.

EXCEPT AS OTHERWISE PROVIDED BY LAW, THE WRITTEN GENERAL MOTORS WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO PRODUCTS. WITH RESPECT TO DEALERS, SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY, EXCEPT AS MAY BE PROVIDED UNDER AN ESTABLISHED GENERAL MOTORS PROGRAM OR PROCEDURE, GENERAL MOTORS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS AND GENERAL MOTORS MAXIMUM LIABILITY IS TO REPAIR OR REPLACE THE PRODUCT.

### **ARTICLE 7. SERVICE OF PRODUCTS**

#### **7.1 Service for Which General Motors Pays**

according to procedures identified in the Service Policies and Procedures Manual.

##### **7.1.1 New Motor Vehicle Pre-Delivery Inspections and Adjustments**

Because new vehicle delivery condition is critical to customer satisfaction, Dealer agrees to perform specified pre-delivery inspections and adjustments on each new Motor Vehicle and verify completion

##### **7.1.2 Warranty Repairs and Special Policy Repairs**

Dealer agrees to perform (i) required warranty repairs on each qualified Motor Vehicle at the time of pre-delivery service and when requested by owner, and (ii) special policy repairs approved by

General Motors. When the vehicle is returned to the owner, Dealer will provide owner a copy and explanation of the repair document reflecting all services performed.

### **7.1.3 Campaign Inspections and Corrections**

General Motors will notify Dealer of suspected unsatisfactory conditions on Products and issue campaign instructions. Dealer agrees to inspect and correct suspected unsatisfactory conditions on Products in accordance with the instructions. Dealer will also determine that campaign inspections and corrections have been made on new and used Motor Vehicles in its inventory prior to sale and will follow-up on Products on which campaigns are outstanding, as outlined in the Service Policies and Procedures Manual.

General Motors may ship, and Dealer agrees to accept, unordered parts and materials required for campaigns. Upon campaign completion, Dealer will receive credit for excess parts and material so shipped if they are returned or disposed of in accordance with General Motors instructions.

### **7.1.4 Payment for Pre-Delivery, Adjustments, Warranty, Campaign and Transportation Damage Work**

For Dealer's performance of services, pre-delivery inspections and adjustments, warranty repairs, special policy repairs, and campaign inspections and corrections and transportation damage repairs, General Motors will provide or pay Dealer for the Parts and other materials required and will pay Dealer a fair amount for labour. Payment will be made according to policies in the Service Policies

and Procedures Manual. Dealer will not impose any charge for such service on owners or users except where a deductible or pro-rata charge applies.

## **7.2 Parts, Accessories, Service Contracts and Body Repairs**

### **7.2.1 Warranty Repairs and Policy Work or Adjustments**

Dealer agrees to use only genuine GM or General Motors approved Parts and Accessories in performing warranty repairs, special policy repairs and any other repairs paid for by General Motors, in accordance with the applicable provisions of the Service Policies and Procedures Manual.

### **7.2.2 Representations and Disclosures as to Modifications, Parts, Accessories and Service Contracts**

Dealer and General Motors recognize that owners and users of Motor Vehicles expect that the vehicles sold by Dealer and the parts, accessories and service contracts sold or used by Dealer in servicing vehicles are marketed by General Motors. If Dealer sells or uses parts, accessories or service contracts not marketed by General Motors, it will give customers written notice, prior to the sale or service, that such parts, accessories or service contracts are not marketed or warranted by General Motors. Dealer also agrees not to represent that vehicle modifications not specifically authorized by General Motors are warranted or approved by General Motors.

**7.2.3 Body Repairs**

Dealer agrees to provide quality body repair service for Motor Vehicles. Dealer can provide this service

through its own body shop or by arrangement with an alternate repair establishment acceptable to General Motors.

**ARTICLE 8. TRAINING**

**8.0** Properly trained personnel are essential to the success of Dealer and General Motors and to providing customers with a satisfactory sales and service experience. General Motors agrees to make available or recommend to Dealer general and specialized product, sales, service and parts, accounting, business management, finance, insurance and systems training courses for Dealer personnel. General Motors will endeavour to make such training as conveniently available in time and location as practical circumstances permit. General Motors will provide assistance to Dealer in determining personnel requirements and,

periodically, may require that Dealer have members of its organization attend specific courses. Dealer agrees to comply with such reasonable training requirements and pay any specified training charges, as recommended by General Motors in consultation with the GM Canada Communications Team and/or the appropriate Dealer Advisory Board.

General Motors will make available advice and counsel for Dealer personnel on sales, service, parts and accessories and related subjects.

**ARTICLE 9. REVIEW OF DEALER'S SALES AND SERVICE PERFORMANCE**

**9.0** General Motors and Dealer recognize that every element of the customer experience is critical to total customer satisfaction and the success of General Motors and its dealer network. Dealer therefore agrees to adhere to any reasonable requirements and standards General Motors may establish to promote and improve the customer experience. General Motors will consult with the GM Canada Communications Team and/or the appropriate Dealer Advisory Board in establishing such requirements.

Motors dealers. Periodically, General Motors will review various aspects of Dealer's sales and service performance in relation to reasonable standards established and revised from time to time by General Motors. The Review will include, without limitation, the following:

**9.1** Dealer's performance of its obligations is essential to the effective representation of General Motors Products, and to the reputation and goodwill of Dealer, General Motors and other General

- (a) retail performance standards;
- (b) sales and registration effectiveness;
- (c) service performance;
- (d) measures of customer satisfaction;
- (e) personnel training;
- (f) advertising and promotional activity;

- (g) facilities; and
- (h) any other matter covered by this Agreement.

Dealer is responsible for correcting any deficiencies in relation to the items in this Article 9. If requested by Dealer, General Motors will provide assistance to Dealer in developing an action plan to correct any deficiencies.

## **ARTICLE 10. CAPITALIZATION**

### **10.1 Net Working Capital**

The Capital Standard Addendum reflects the minimum net working capital necessary for Dealer to conduct Dealership Operations. Dealer agrees to maintain at least this level of net working capital. General Motors will issue a new Addendum if changes in operating conditions or General Motors guidelines indicate that capital needs have changed materially.

### **10.2 Wholesale Floorplan**

Dealer agrees to have and maintain a separate wholesale line of credit from a creditworthy financial institution acceptable to General Motors available to finance Dealer's purchase of new vehicles in conformance with the policies and procedures established by General Motors. The amount of the wholesale line of credit will be sufficient for Dealer to meet its obligations under Article 6.4.

## **ARTICLE 11. ACCOUNTS AND RECORDS**

### **11.1 Uniform Accounting System**

A uniform accounting system facilitates an evaluation of Dealer business management practices and the impact of General Motors policies and practices. General Motors therefore agrees to maintain, and Dealer agrees to use and maintain, records in accordance with a uniform accounting system as set forth in the Standard Accounting Manual furnished to Dealer. Dealer further agrees to submit to General Motors data in such records in the manner specified by General Motors and on a timely basis.

### **11.2 Application For Payment**

Dealer also agrees to timely submit true and accurate applications or claims for payments, discounts or allowances, true and correct orders for Products and reports of sale and delivery, and any

other reports or statements required by General Motors, in the manner specified by General Motors, and to retain such records for at least two (2) years.

### **11.3 Examination of Accounts and Records**

Dealer agrees to permit any designated representative(s) of General Motors to access, examine, audit and take copies of any of the accounts and records Dealer is to maintain under the Standard Accounting Manual, this Agreement, Home Office Letters and the Service Policies and Procedures Manual. Dealer agrees to make such accounts and records readily available at its facilities during regular business hours. General Motors agrees to furnish Dealer with a list of any reproduced records.

#### **11.4 Confidentiality of Dealer Data**

General Motors agrees not to furnish any personal or financial data submitted to it by Dealer to any

non-affiliated entity unless authorized by Dealer, required by law, or in connection with judicial or administrative proceedings or to proceedings under the Dispute Resolution Process.

### **ARTICLE 12. CHANGES IN MANAGEMENT AND OWNERSHIP**

**12.0** The parties recognize that customers and authorized dealers, as well as shareholders and employees of General Motors, have a vital interest in the continued success and efficient operation of the General Motors dealer network. Accordingly, General Motors has the responsibility of continuing to administer the network to ensure that dealers are owned and operated by qualified persons able to meet the requirements of this Agreement.

Prior to the appointment of a new Dealer Operator or the execution of a Successor Addendum, the candidate may be required to attend, at his or her expense, the General Motors Assessment Centre.

#### **12.1 Succession Rights Upon Death or Incapacity**

##### **12.1.1 Successor Addendum**

Dealer can apply for a Successor Addendum designating a proposed dealer operator and/or owners of a successor dealer to be established if this Agreement expires or is terminated because of death or incapacity. Subject to the provisions of this Article 12.1, General Motors will execute the Addendum provided Dealer is meeting its obligations under this Agreement, and the proposed dealer operator is, and will continue to be, employed full-time by Dealer or a comparable automotive dealership, and is already qualified or is being trained to qualify as a dealer operator and provided all other proposed owners are acceptable.

General Motors may refuse to enter into a Successor Addendum with Dealer if General Motors has previously notified Dealer it does not plan to continue Dealership Operations at the approved location, except for renewal of an existing Successor Addendum where the same proposed dealer operator continues to be qualified.

Upon expiration of this Agreement, General Motors will, upon Dealer's request, execute a new Successor Addendum provided a new and superseding Dealer Agreement is executed with Dealer, and Dealer, proposed dealer operator and dealer owners, are then qualified as described above.

All decisions regarding Successor Addendum applications will be made solely by General Motors pursuant to its business judgement.

##### **12.1.2 Absence of Successor Addendum**

If this Agreement expires or is terminated because of death or incapacity and Dealer and General Motors have not executed a Successor Addendum, the Dealer Operator or, if there is not a remaining Dealer Operator, the remaining Dealer Owner(s), if any, may propose a successor dealer operator to continue the operations identified in this Agreement. If there is more than one Dealer Owner remaining, these persons may only propose a successor dealer operator if they can agree on such proposal.

If there are no remaining Dealer Owners, any person(s) with an ownership interest in Dealer (including the estate or legal representative of Dealer) may propose a successor dealer operator to continue the operations identified in this Agreement. If there is more than one such person, these persons may only propose a successor dealer operator if they can agree on such proposal.

The proposal must be made to General Motors in writing at least thirty (30) days prior to the expiration or termination of this Agreement, including any deferrals as outlined in Article 15.1 herein.

All decisions regarding such proposals will be made solely by General Motors pursuant to its business judgement.

#### **12.1.3 Successor Dealer Requirements**

General Motors will accept a proposal to establish a successor dealer submitted by a proposed dealer operator under this Article 12.1 provided:

(a) the proposed successor dealer and the proposed dealer operator are ready, willing, and able to meet the requirements of a new dealer agreement at the approved dealership location(s);

(b) General Motors approves the proposed dealer operator and all persons proposed to have an ownership interest in Dealer;

(c) the proposed dealer operator will own an unencumbered ownership interest of at least fifteen (15) percent in the proposed dealer;

(d) an agreement(s) acceptable to General Motors has been executed between the

proposed dealer operator and all proposed owners providing that he or she shall have the right to acquire majority ownership and voting control of the proposed dealer within ten (10) years;

(e) Dealer has not been previously notified that General Motors may discontinue Dealership Operations at that location; and

(f) all outstanding monetary obligations of Dealer to General Motors have been satisfied.

#### **12.1.4 Term of New Dealer Agreement**

The dealer agreement offered a successor dealer will be for a three (3) year term. General Motors will notify the successor dealer in writing at least ninety (90) days prior to the expiration date as to whether the successor dealer has performed satisfactorily and, if so, General Motors will offer a new dealer agreement.

#### **12.1.5 Limitation on Offers**

Dealer will be notified in writing of the decision on a proposal to establish a successor dealer submitted under this Article 12.1 within sixty (60) days after General Motors has received from Dealer all applications and information reasonably requested by General Motors. General Motors may condition its offer of a dealer agreement on the relocation of Dealership Operations to an approved location within a reasonable time. General Motors' offer of a new dealer agreement under this Article 12.1 will automatically expire if not accepted in writing by the proposed successor dealer within sixty (60) days after it receives the offer.

**12.1.6 Cancellation of Addendum**

Dealer may cancel an executed Successor Addendum at any time prior to the death of a Dealer Operator or Dealer Owner, or the incapacity of Dealer Operator. General Motors may cancel an executed Successor Addendum only if the proposed dealer operator is no longer qualified under Articles 12.1.1 and 12.1.3.

**12.2 Other Changes in Ownership or Management**

If Dealer proposes a change in Dealer Operator, a change in ownership, or a transfer of the dealership business or its principal assets to any person, conditioned upon General Motors entering into a dealer agreement with that person, General Motors will consider Dealer's proposal subject to the provisions of this Article.

**12.2.1** To maintain the high standard and quality of the General Motors dealer network, Dealer agrees to give General Motors prior written notice of any proposed change or transfer described above. Dealer understands if any such change is made prior to General Motors approval of the proposal, termination of this Agreement will be warranted and General Motors will have no further obligation to consider Dealer's proposal.

**12.2.2** General Motors agrees to consider Dealer's proposal, taking into account factors such as (a) the personal, business, and financial qualifications of the proposed dealer operator(s) and owner(s); and (b) whether the proposed change is likely to result in a successful dealership operation with acceptable management, capitalization and ownership which will provide

satisfactory sales, service and facilities at an approved location, while promoting and preserving competition and customer satisfaction.

**12.2.3** General Motors will notify Dealer in writing of General Motors' decision on Dealer's proposal within sixty (60) days after General Motors has received from Dealer all applications and information reasonably requested by General Motors. If General Motors disagrees with the proposal, it will specify its reasons.

**12.2.4** Any material change in Dealer's proposal, including change in price, facilities, capitalization, proposed owners or dealer operator, will be considered a new proposal and the time period for General Motors to respond shall recommence.

**12.2.5** Prior written approval from General Motors is not required where the transfer of equity ownership or beneficial ownership to an individual is (a) less than ten (10) percent in a calendar year; and (b) between existing owners of Dealer previously approved by General Motors where there is no change in majority ownership or voting control. Dealer agrees to notify General Motors within thirty (30) days of the date of the change and to execute a new Dealer Statement of Ownership.

**12.2.6** General Motors is not obligated to approve any proposed changes in management and ownership under this Article 12.2 unless Dealer makes arrangements acceptable to General Motors to satisfy any indebtedness or any other commitments of Dealer to General Motors.

### **12.3 Right of First Refusal to Purchase**

#### **12.3.1 Creation and Coverage**

If Dealer submits a proposal for a change of ownership under Article 12.2, General Motors will have a right of first refusal to purchase the dealership assets, stock and/or shares and such other rights proposed to be transferred, regardless of whether the proposed buyer is qualified to be a dealer. If General Motors intends to exercise this right, it will notify Dealer of this intention (the "Notice of Intent"), in writing, within thirty (30) days of receiving a complete and proper proposal under Article 12.2. General Motors will have thirty (30) additional days from the date it issues the Notice of Intent to conduct due diligence and seek corporate approvals before providing Dealer with its final decision as to whether to exercise this right of first refusal. General Motors will have a reasonable opportunity to inspect the assets, including real estate, and dealership records throughout these time periods. Dealer will cooperate fully and promptly in assisting General Motors with such inspection. If necessary, these time periods will be extended to allow for negotiations and/or arbitration under Article 12.3.2 (b).

If General Motors issues the Notice of Intent but chooses not to exercise the right of first refusal, it will promptly consider the proposal submitted under Article 12.2 and promptly notify Dealer of its decision regarding Dealer's proposal.

#### **12.3.2 Purchase Price and Other Terms of Sale**

##### **(a) Bona Fide Agreement**

If Dealer has entered into a bona fide written buy/sell agreement, the purchase price and other

terms of sale will be those set forth in such agreement and any related documents, unless Dealer and General Motors agree to other terms.

Upon General Motors request, Dealer agrees to provide all documents relating to the proposed transfer. If Dealer refuses to provide such documentation or state in writing that such documents do not exist, it will be presumed that the agreement is not bona fide.

##### **(b) Absence of Bona Fide Agreement**

In the absence of a bona fide written buy/sell agreement, the purchase price of the dealership assets, stock and/or shares and such other rights to be transferred will be determined by good faith negotiations between Dealer and General Motors. If agreement cannot be reached within a reasonable time, the price and other terms of sale will be established by arbitration. The arbitrator will be chosen by mutual agreement of Dealer and General Motors, failing which the parties will each choose an arbitrator and these two arbitrators will decide upon a third arbitrator who will conduct the arbitration on his or her own.

#### **12.3.3 Consummation**

Dealer agrees to transfer the property by bill of sale and/or transfer deed as applicable, conveying marketable title free and clear of liens and encumbrances. The transfer deed will be in registrable form and Dealer will deliver vacant possession of the property upon closing. Dealer will also furnish copies of any easements, leases, rights of way, unregistered interests, licences, environmental reports, or other documents affecting the property and, where possible, assign any



permits or licences necessary or desirable for the conduct of Dealership Operations.

#### **12.3.4 Assignment**

General Motors rights under this section may be assigned to any third party ("Assignee"). If there is an assignment, General Motors will guarantee full payment of the purchase price by the Assignee. General Motors shall have the opportunity to discuss the terms of the buy/sell agreement with potential Assignees.

General Motors rights under this Article are binding on and enforceable against any assignee or

successor in interest of Dealer or purchaser of Dealer's assets, stock and/or shares and such other rights as proposed to be transferred.

12.3.5 (a) Nothing in this Article 12.3 supersedes the provisions of Article 13.

(b) If Dealer and General Motors have previously entered into a valid and subsisting agreement which provides General Motors with an option or right of first refusal in relation to Dealer's assets or property, such agreement will prevail over the provisions of this Article 12.3 unless Dealer and General Motors agree otherwise.

### **ARTICLE 13. BREACHES AND OPPORTUNITY TO REMEDY**

#### **13.1 Certain Acts or Events**

The following acts or events, which are within the control of Dealer or originate from action taken by Dealer or its management or owners, are breaches of this Agreement. If General Motors learns that any of the acts or events has occurred, it may notify the Dealer in writing. Dealer will be given the opportunity to respond, in writing, within thirty (30) days of receipt of the notice, explaining or correcting the situation to General Motors satisfaction:

(a) The removal, resignation, withdrawal, or elimination from Dealer for any reason of any Dealer Operator, Dealer Owner or person identified in the Dealer Statement of Ownership without General Motors prior written approval;

(b) Any attempted or actual sale, transfer, or assignment by Dealer of this Agreement

or any of the rights granted Dealer hereunder, or any attempted or actual transfer, assignment or delegation by Dealer of any of the responsibilities assumed by it under this Agreement contrary to the terms of this Agreement;

(c) Any change, whether voluntary or involuntary, in the record of beneficial ownership of Dealer as set forth in the Dealer Statement of Ownership furnished by Dealer, unless permitted by Article 12.2.5 or pursuant to General Motors written approval;

(d) Any undertaking by Dealer or any of its owners to conduct, either directly or indirectly, any of the Dealership Operations at any location other than the Dealership Location, unless pursuant to General Motors written approval;

(e) Any sale, transfer, relinquishment, discontinuance or change of use by Dealer or its affiliates of any of the Dealership

Premises or other principal assets required in the conduct of the Dealership Operations, without General Motors prior written approval;

(f) Any dispute or disagreement between or among the owners or management personnel of Dealer which, in General Motors opinion, may adversely affect the Dealership Operations or the interests of Dealer or General Motors;

(g) Refusal by Dealer to furnish, in a timely manner, sales, service or financial information and related supporting data, or to permit General Motors examination or audit of Dealer's accounts and records;

(h) A finding by a government agency, tribunal, board or court of original jurisdiction or a settlement arising from charges that Dealer Operator or Dealer, or a predecessor or affiliate of Dealer, owned or controlled by the same person, or a principal officer of Dealer had committed an offence punishable on summary conviction, a provincial offence or an unfair or deceptive business practice which, in the opinion of General Motors, may adversely affect the reputation or interests of Dealer or General Motors;

(i) Willful or negligent failure of Dealer to comply with the provisions of any laws or regulations relating to the sale or service of Products;

(j) Submission by Dealer of false applications or reports, including false orders for Products or reports of delivery or transfer of Products;

(k) Failure of Dealer to maintain the wholesale line of credit required by Article 10;

(l) Failure of Dealer to timely pay its obligations to General Motors;

(m) Any act or omission by Dealer or Dealer Operator or principal officer of Dealer which, in the reasonable opinion of General Motors, may be damaging to the goodwill or reputation of General Motors, its products, its services, or the General Motors dealer network;

(n) Refusal to permit any designated representative(s) of General Motors to examine, audit, or make copies of any of the accounts or records Dealer is to maintain under the accounting manual or this Agreement; or

(o) Any other material breach of Dealer's obligations under this Agreement not otherwise identified in this Article 13 or in Article 14.

If Dealer's response demonstrates that the breach has been remedied, or otherwise explains the circumstances to General Motors satisfaction, then General Motors shall confirm this fact in writing to Dealer.

If, however, Dealer's response does not demonstrate that the breach has been remedied or explain the circumstances to General Motors satisfaction, General Motors may terminate this Agreement upon written notice to Dealer. Termination will be effective on the date specified in the notice.

**13.2 Failure of Performance by Dealer**

If General Motors determines Dealer's Premises are not acceptable, or that Dealer has failed to provide adequate Premises or to adequately perform its sales and service responsibilities, including without limitation those responsibilities as outlined in Article 9 of this Agreement and the Retail Performance Standards Addendum, General Motors will review such failure with Dealer. As soon as practicable thereafter, General Motors will notify Dealer in writing of the nature of Dealer's failure of performance and of the period of time (which shall

not be less than six (6) months) during which Dealer will have the opportunity to remedy the failure.

If Dealer does remedy the failure by the expiration of the period, General Motors will so advise the Dealer in writing.

If, however, Dealer does not remedy the failure by the expiration of the period, General Motors may terminate this Agreement by giving Dealer ninety (90) days advance written notice. Termination will be effective on the date specified in the notice.

**ARTICLE 14. TERMINATION OF AGREEMENT**

**14.1 By Dealer**

Dealer has the right to terminate this Agreement without cause at any time upon written notice to General Motors. Termination will be effective thirty (30) days after General Motors receipt of the notice, unless otherwise mutually agreed in writing.

immediately terminate this Agreement by giving the other party written notice.

**14.4 Incapacity of Dealer Operator**

Because this is a personal services agreement, General Motors may terminate this Agreement by written notice to Dealer if Dealer Operator is so physically or mentally incapacitated that the Dealer Operator is unable to actively exercise full managerial authority. The effective date of termination will be stated in such written notice and will be not less than ninety (90) days after receipt of such notice, unless Dealer requests deferral of the effective date of termination under Article 15.1 of this Agreement.

**14.2 By Agreement**

This Agreement may be terminated at any time by written agreement between Dealer and General Motors.

Termination assistance will apply only as specified in the written termination agreement.

**14.5 Acts or Events**

**14.3 Failure to be Licensed**

If General Motors or Dealer fails to secure or maintain any license required for the performance of obligations under this Agreement or such license is suspended or revoked, either party may

If General Motors learns that any of the following has occurred, and in the opinion of General Motors it may adversely affect the Dealership Operations or the interests of Dealer or General Motors, it may

terminate this Agreement by giving Dealer written notice of termination (termination will be effective on the date specified in the notice):

(a) Conviction in a court of original jurisdiction of Dealer, or a predecessor or affiliate of Dealer, owned or controlled by the same person, or any Dealer Operator, Dealer Owner, or principal officer of Dealer of any indictable offence;

(b) Insolvency of Dealer, or filing by or against Dealer of a petition in bankruptcy, or filing of a proceeding for or the appointment of a receiver or trustee for Dealer, provided such filing or appointment is not vacated or dismissed within thirty (30) days; or execution by Dealer of an assignment for the benefit of creditors or any foreclosure or other due process of law whereby a third party acquires rights to the operation, ownership or assets of Dealer;

(c) Failure of Dealer to conduct customary sales and service operations during customary business hours for seven (7) consecutive business days, unless authorized by General Motors in writing;

(d) Any misrepresentation to General Motors by Dealer, Dealer Operator(s), Dealer Owner(s), principal officer(s) of Dealer, or any other person(s) with an ownership interest in Dealer in applying for this Agreement, or in identifying the Dealer Operator or record of, or beneficial ownership of Dealer;

(e) Notwithstanding Article 13.1 (j), submission by Dealer of any type of false applications or claim, or report which has the effect

of making an application or claim, for any payment, credit, discount or allowance, including false applications in connection with incentive activities, where the false information was submitted to generate a payment to Dealer for a claim which would not otherwise have qualified for payment; or

(f) Fraud or material misrepresentation committed by Dealer, including a predecessor or affiliate of Dealer which is owned or controlled by the same person, any Dealer Operator, or other person with an ownership interest in Dealer, or principal officer of Dealer in its relationship with General Motors or its affiliates.

Termination for failure to correct other breaches will be according to the procedures outlined in Article 13.

#### **14.6 Reliance on Any Applicable Termination Provision**

The terminating party may select the provision under which it elects to terminate without reference in its notice to any other provision that may also be applicable. The terminating party subsequently also may assert other grounds for termination.

#### **14.7 Transactions After Termination**

##### **14.7.1 Effect on Orders**

If Dealer and General Motors do not enter into a new Dealer Agreement when this Agreement expires or is terminated, all of Dealer's outstanding orders for Products will be automatically cancelled except as provided in this Article 14.7.

Termination of this Agreement will not release Dealer or General Motors from the obligation to pay any amounts owing the other, nor release Dealer from the obligation to pay for Special Vehicles if General Motors has begun processing such orders prior to the effective date of termination.

#### **14.7.2 Termination Deliveries**

If this Agreement is voluntarily terminated by Dealer or expires or is terminated because of the death or incapacity of a Dealer Operator or death of a Dealer Owner, without a termination or expiration deferral, General Motors will use its best efforts consistent with its distribution procedures to furnish Dealer with Motor Vehicles to fill Dealer's bona fide retail

orders on hand on the effective date of termination or expiration, not to exceed, however, the total number of Motor Vehicles invoiced to Dealer for retail sale during the ninety (90) days immediately preceding the effective date of termination.

#### **14.7.3 Effect of Transactions After Termination**

Neither the sale of Products to Dealer nor any other act by General Motors or Dealer after termination of this Agreement will be construed as a waiver of the termination.

### **ARTICLE 15. TERMINATION ASSISTANCE**

#### **15.1 Deferral of Effective Date**

Pursuant to Paragraph First of the Dealer Sales and Service Agreement, if this Agreement is scheduled to expire or terminate because of the death or incapacity of a Dealer Operator or the death of a Dealer Owner on Paragraph Third, this Agreement will expire or terminate ninety (90) days from the date of death or incapacity. General Motors will, however, defer the effective date of expiration or termination for up to a total of eighteen (18) months after such death or incapacity occurs, if it receives a request for deferral, in writing, from Dealer no later than sixty (60) days after such death or incapacity, in order to assist Dealer in submitting a proposal for a successor dealer, or in winding up its Dealership Operations.

#### **15.2 Purchase of Personal Property**

##### **15.2.1 General Motors Obligations**

If this Agreement expires or is terminated by either party and General Motors does not offer Dealer or a

replacement dealer that has substantially the same ownership (more than fifty (50) percent including total family ownership) a new Dealer Agreement, General Motors will offer to purchase the following items of personal property ("Eligible Items") from Dealer at the prices indicated:

(a) New and unused Motor Vehicles of the current model year purchased by Dealer from General Motors, at a price equal to the net prices and charges that were paid to General Motors;

(b) Any signs owned by Dealer of a type recommended in writing by General Motors and bearing any Marks, at a price agreed upon by General Motors and Dealer. If General Motors and Dealer cannot agree on a price, they will select a third party who will set the price;

(c) Any essential tools recommended by General Motors, and designed

specifically for service of Motor Vehicles that were offered for sale by General Motors during the three (3) years preceding termination, at prices established in accordance with the applicable pricing formula in the Service Policies and Procedures Manual; and

(d) Unused and undamaged Parts and Accessories that (i) are still in the original, resalable merchandising packages and in unbroken lots (in the case of sheet metal, a comparable substitute for the original package may be used); (ii) are listed for sale in the then current Dealer Parts and Accessories Price Schedules (except Parts and Accessories listed therein as discontinued or replaced Parts and Accessories); and (iii) were purchased by Dealer either directly from General Motors or from an outgoing authorized dealer as a part of Dealer's initial Parts and Accessories inventory. The prices for such Parts and Accessories will be those dealer prices in effect at the time such Parts and Accessories are received by General Motors, less any applicable allowances whether or not any such allowances were made to Dealer when the Parts and Accessories were purchased by Dealer. In addition, an allowance of five (5) percent of dealer price for packing costs and reimbursement for transportation charges to the destination specified by General Motors will be credited to Dealer's account.

#### **15.2.2 Responsibilities of Dealer**

General Motors obligation to purchase Eligible Items is subject to Dealer fulfilling its responsibility under this subsection.

Within fifteen (15) days following the effective date of termination or expiration of this Agreement,

Dealer will furnish General Motors with a list of vehicle identification numbers and such other information as General Motors may request pertaining to eligible Motor Vehicles to be purchased by General Motors. Dealer will deliver all such eligible Motor Vehicles to a destination determined by General Motors that will be in a reasonable proximity to Dealer's premises.

Within sixty (60) days following the effective date of termination or expiration of this Agreement, Dealer will mail or deliver to General Motors, a complete and separate list of each of the Eligible Items other than Motor Vehicles. Dealer will retain all such Eligible Items until receipt of written shipping instructions from General Motors. Within thirty (30) days after receipt of instructions, Dealer will ship such Eligible Items, transportation charges prepaid, to the destinations specified in the instructions.

Dealer will take such action and execute and deliver such instruments as may be necessary to (a) convey to General Motors good and marketable title to all Eligible Items to be purchased, (b) comply with the requirements of any applicable provincial law relating to bulk sales or transfer, and (c) satisfy and discharge any liens or encumbrances on Eligible Items prior to their delivery to General Motors.

#### **15.2.3 Payment by General Motors**

Subject to the provisions of Article 17.10, General Motors will pay for the Eligible Items as soon as practicable following delivery to the specified destinations. Payment may be made directly to anyone having a security or ownership interest in the Eligible Items.

If General Motors has not paid Dealer for the Eligible Items within sixty (60) days after delivery, and if Dealer has fulfilled its termination obligations under this Agreement, General Motors will, at Dealer's written request, estimate the purchase price of the unpaid Eligible Items and all other amounts owed Dealer by General Motors. After deducting the amounts estimated to be owing General Motors and its subsidiaries or affiliates by Dealer, General Motors will advance Dealer seventy-five (75) percent of the net amount owed Dealer and will pay the balance, if any, as soon as practicable thereafter.

#### **15.2.4 Assignment of Rights**

If General Motors has decided to appoint a replacement dealer at Dealer's location, Dealer may sell its Eligible Items and, if approved in writing by General Motors, assign its rights under this Article 15.2 to a designated replacement dealer provided the replacement dealer assumes Dealer's obligations under this Article.

### **15.3 Assistance on Dealership Premises**

#### **15.3.1 General Motors Obligation**

Subject to the provisions of Article 17.10, General Motors agrees to give Dealer assistance in disposing of the Dealership Premises if (i) this Agreement expires for any reason or is terminated by General Motors under Article 13.2 or 14.4, and (ii) Dealer is not offered a new Dealer Agreement. Such assistance shall be given only on Dealership Premises that are described in the Dealership Location and Premises Addendum and only if:

(a) they are used solely for Dealership Operations; and

(b) they are not substantially in excess of General Motors space requirements at the time of termination or, if they are substantially in excess of space requirements at the time of termination, they became excessive because of a reduction in the space requirements applicable to Dealer's facilities.

Any Dealer request for such assistance must be in writing and received by General Motors within thirty (30) days of the expiration or termination of this Agreement.

Premises that consist of more than one parcel of property or more than one building, each of which is separately usable, distinct and apart from the whole or any other part with appropriate ingress or egress, shall be considered separately under this Article 15.3.

#### **15.3.2 Owned Premises**

General Motors will provide assistance on owned Premises by either (a) locating a purchaser who will offer to purchase the Premises at a reasonable price, or (b) locating a lessee who will offer to lease the Premises. If General Motors does not locate a purchaser or lessee within a reasonable time, General Motors will itself either purchase or, at its option, lease the Dealership Premises for a reasonable term at a reasonable rent. If the cause of termination or expiration is a death or incapacity of the Dealer Operator, General Motors may instead pay Dealer a sum equal to a reasonable rent for a period of twelve (12) months immediately following the effective date of termination or expiration of this Agreement.

### **15.3.3 Leased Premises**

General Motors will provide assistance on leased Premises by either:

(a) locating a tenant(s), satisfactory to the lessor, who will sublet for the balance of the lease or assume it; or

(b) arranging with the lessor for the cancellation of the lease without penalty to Dealer; or

(c) reimbursing Dealer for the lesser of the rent specified in the lease or settlement agreement or a reasonable rent for a period equal to the lesser of twelve (12) months from the effective date of termination or expiration or the balance of the lease term.

Upon request, Dealer will use its best efforts to effect a settlement of the lease with the lessor subject to General Motors prior approval of the terms of such settlement. General Motors is not obligated to reimburse Dealer for rent for any month during which the Premises are occupied by Dealer or anyone else after the first month following the effective date of termination or expiration.

### **15.3.4 Rent and Price**

General Motors and Dealer will fix the amount of a reasonable rent and a reasonable price for the Premises by agreement at the time Dealer requests assistance. The factors to be considered in fixing those amounts are:

(a) the adequacy and desirability of the Dealership Premises for an authorized Motor Vehicle dealership operation; and

(b) the fair market value of the Premises. If General Motors and Dealer cannot agree, the fair market value will be determined by the median appraisal of three qualified real estate appraisers, of whom Dealer and General Motors will each select one and the two thus selected will select the third. The cost of such appraisals will be shared equally by Dealer and General Motors.

### **15.3.5 Limitations on Obligation to Provide Assistance**

General Motors will not be obligated to provide assistance on Premises if Dealer:

(a) fails to accept a bona fide offer from a prospective purchaser, sublessee or assignee;

(b) refuses to execute a settlement agreement with the lessor if such agreement would be without cost to Dealer;

(c) refuses to use its best efforts to effect a settlement when requested by General Motors; or

(d) refuses to permit General Motors to examine Dealer's books and records if necessary to verify claims of Dealer under this Article 15.

Any amount payable by General Motors as rental reimbursement or reasonable rent shall be proportionately reduced if the Premises are leased or sold to another party during the period for which such amount is payable. Payment of any such rental reimbursement or reasonable rent is waived by Dealer if it does not file its claim therefore within sixty (60) days after the expiration of the period



covered by the payment. Upon request, Dealer will support its claim with satisfactory evidence of its

accuracy and reasonableness.

## **ARTICLE 16. DISPUTE RESOLUTION PROCESS**

**16.0** General Motors and Dealer agree that mutual respect, trust and confidence are vital to the relationship between General Motors and Dealer. So that such respect, trust and confidence can be maintained, and differences that may develop between Dealer and General Motors may be resolved amicably, General Motors and Dealer agree to resolve certain disputes in accordance with this Article 16 and the Dispute Resolution Process ("DRP") (GMMS 1019 (CAN) 2000), a copy of which has been provided to Dealer.

General Motors and Dealer agree, however, that if they are party to the National Automobile Dealer Arbitration Program ("NADAP"), any successor program to NADAP, or any other program which provides for mediation and arbitration between the parties, then (regardless of any inconsistency which may exist in relation to matters reviewable under these programs or the content or form of these programs) they will only have access to the Management Review portion of DRP and all other portions of DRP will be replaced by such program.

### **16.1 Matters Reviewable**

Subject to the following exclusions, General Motors and Dealer may seek review of disputes arising under this Agreement.

The following matters are not reviewable under the Dispute Resolution Process:

(a) Termination of the Agreement where the stated reason(s) for termination is: (i) Failure to be licensed as provided in Article 14.3; or (ii) Occurrence of acts or events provided in Article 14.5;

(b) Decisions relating to another dealer or to any complaint of another dealer;

(c) Decisions by General Motors to establish an additional dealer(s) or to relocate an existing dealer(s) as provided in Article 4.3; and

(d) Claims for money damages against General Motors, its subsidiaries or affiliates, except for payments or chargebacks for warranty repairs and incentive or other compensation programs.

### **16.2 Court or Administrative Proceedings**

The Dispute Resolution Process is intended to be an alternative to court or administrative proceedings. Therefore, if any action has been filed with a court or administrative agency (by anyone) concerning a dispute, that dispute will not be reviewable under this Process.

## **ARTICLE 17. GENERAL PROVISIONS**

### **17.1 No Agent or Legal Representative Status**

This Agreement does not make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. No fiduciary obligations are created by this Agreement.

### **17.2 Responsibility for Operations**

Except as specifically provided in this Agreement, General Motors has no liability in connection with the establishment or conduct of the Dealership Operations, and Dealer is solely responsible for all expenditures, liabilities and obligations incurred or assumed by Dealer for the establishment and conduct of its operations.

### **17.3 Taxes**

Dealer will pay all local, provincial, federal or other applicable taxes and file required tax returns related to its Dealership Operations and will hold General Motors harmless from any claims or demands made by any taxing authority with respect thereto.

### **17.4 Indemnification by General Motors**

General Motors will assume the defense of Dealer and indemnify Dealer against any judgement for monetary damages or rescission of contract, less any offset recovered by Dealer, in any lawsuit naming Dealer as a defendant relating to any Product that has not been altered when the lawsuit concerns:

(a) Breach of the General Motors warranty related to the Product, bodily injury or property damage claimed to have been caused solely by a defect in the design, manufacture or assembly of a Product by General Motors (other than a defect which should have been detected by Dealer in a reasonable inspection of the Product);

(b) Failure of the Product to conform to the description set forth in advertisements or product brochures distributed by General Motors because of changes in standard equipment or material component parts unless Dealer received notice of the changes prior to retail delivery of the affected Product by Dealer; or

(c) Any substantial damage to a Product purchased by Dealer from General Motors which has been repaired by General Motors unless Dealer has been notified of the repair in writing prior to retail delivery of the affected Product.

If General Motors reasonably concludes that allegations other than those set forth in this Article 17.4 are being pursued in the lawsuit, General Motors shall have the right to decline to accept the defense, or indemnify Dealer or, after accepting the defense, to transfer the defense back to Dealer and withdraw its agreement to indemnify Dealer.

Procedures for requesting indemnification, administrative details and limitations are contained in the Service Policies and Procedures Manual under "Indemnification". The obligations assumed by General Motors are limited to those specifically described in this Article 17.4 and in the Service

Policies and Procedures Manual and are conditioned upon compliance by Dealer with the procedures described in the Manual. This Article 17.4 shall not affect any right either party may have to seek indemnification or contribution under any other contract or by law and such rights are hereby expressly preserved.

### **17.5 Trade-marks and Service Marks**

**17.5.1** General Motors Corporation, General Motors of Canada Limited, and their affiliated companies and subsidiaries, are the exclusive owners or licensees, of various trade-marks, service marks, certification marks, names and designs ("Marks") used in association with Products. General Motors is authorized, as agent for the owners of the Marks, to act as representative for the owners in connection with the use of the Marks.

**17.5.2** Dealer is licensed to use the Marks in Canada, on a non-exclusive basis and in the form and manner approved by General Motors in the conduct of its Dealership Operations, provided that:

(a) Dealer adheres to the standards governing the quality of products and services provided in association with the Marks that are set from time to time by the owners of Marks, and communicated to Dealer by General Motors;

(b) Dealer uses the Marks only in the form and manner, and only with the appropriate legends, prescribed from time to time by the owners of the Marks, and communicated to it by General Motors;

(c) Dealer does nothing to jeopardize the validity of the Marks or the goodwill attached thereto;

(d) Dealer uses the Marks only in association with the products or services covered by the Canadian trade-mark registrations for the Marks as the case may be, and where the registrations for the Marks cover Products, Dealer may use the Marks only in association with products purchased directly from General Motors or from parties authorized or licensed by General Motors; and

(e) Dealer remains an authorized dealer of General Motors Products.

**17.5.3** Dealer will change or discontinue the use of any Marks upon the request of General Motors.

**17.5.4** Dealer shall not use the Marks, or any part thereof, in its corporate name or in any trade name or trading style without the prior written consent of General Motors.

**17.5.5** General Motors shall have the sole right to initiate and prosecute any legal actions or other proceedings, of any nature, involving the Marks.

**17.5.6** Upon the termination of this agreement, for any reason:

(a) Dealer shall immediately, at its expense, cease all use of the Marks hereunder and shall discontinue the provision of products and services in association with the Marks;

(b) Dealer will not use any Marks or any other confusingly similar marks in a manner that General Motors determines is likely to cause confusion or mistake or to deceive the public; and

(c) Dealer will reimburse General Motors for all legal fees and other expenses incurred in connection with action to require Dealer to comply with this Article 17.5.

#### **17.6 Notices**

Any notice required to be given by either party to the other in connection with Agreement will be in writing and delivered personally or by mail or by facsimile. Notices to Dealer will be directed to Dealer or its representatives at Dealer's principal place of business and, except for indemnification requests made pursuant to Article 17.4, notices by Dealer will be directed to the appropriate Zone Manager.

#### **17.7 No Implied Waivers**

The delay or failure of either party to require performance by the other party or the waiver by either party of a breach of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter.

#### **17.8 Assignment of Rights or Delegation of Duties**

Dealer has not paid any fee for this Agreement. Neither this Agreement nor any right granted by this Agreement is a property right.

Except as provided in Article 12, neither this Agreement nor the rights or obligations of Dealer

may be sold, assigned, delegated or otherwise transferred.

General Motors may assign this Agreement and may assign any rights or delegate any obligations under this Agreement, to any affiliated or successor company and will provide Dealer written notice of such assignment or delegation. Such assignment or delegation shall not relieve General Motors of liability for the performance of its obligations under this Agreement.

#### **17.9 No Third Party Benefit Intended**

This Agreement is not enforceable by any third parties and, unless specifically provided for, is not intended to convey any rights or benefits to anyone who is not a party to this Agreement.

#### **17.10 Accounts Payable**

All monies or accounts due Dealer are net of Dealer's indebtedness to General Motors and its subsidiaries or affiliates. In addition, General Motors may deduct any amounts due or to become due from Dealer to General Motors, or any amounts held by General Motors, from any sums or accounts due or to become due from General Motors, its subsidiaries or affiliates.

#### **17.11 Sole Agreement of Parties**

Except as otherwise provided in this Agreement, or in other unexpired written agreements executed by both parties, General Motors has made no promises to Dealer, Dealer Operator, Dealer Owner or persons with an ownership interest in Dealer and there are no other agreements or understandings,

either oral or in writing, between the parties affecting this Agreement or relating to any of the subject matters covered by this Agreement.

Except as otherwise provided herein, this Agreement cancels and supersedes all previous agreements between the parties that relate to any matters covered herein, except as to any monies which may be owing between the parties and other agreements executed by both parties related to the General Motors dealer network.

No agreement between General Motors and Dealer which relates to matters covered herein, and no change in, addition to (except the filling in of blank lines) or erasure of any printed portion of this Agreement, will be binding unless permitted under the terms of this Agreement or related documents, or approved in a written agreement executed by Dealer and General Motors.

#### **17.12 Applicable Law**

This Agreement is governed by the laws of the Province of Ontario. However, if performance under this Agreement is illegal under a valid law of any jurisdiction where such performance is to take place, performance will be modified to the minimum extent necessary to comply with such law if such law was effective on the date of execution of this Agreement.

#### **17.13 Superseding Dealer Agreements**

If General Motors offers a superseding form of Dealer Agreement to General Motors dealers generally at any time prior to the expiration of this Agreement, General Motors may terminate this Agreement by prior written notice to Dealer, provided General Motors offers Dealer a new dealer agreement in the superseding form for a term of not less than the unexpired term of this Agreement.

Unless otherwise agreed in writing, the rights and obligations of Dealer that may otherwise become applicable upon termination or expiration of the term of this Agreement shall not be applicable if General Motors and Dealer execute a superseding dealer agreement and the matured rights and obligations of the parties hereunder shall continue under the new agreement.

Dealer's performance under any prior agreement may be considered in a review of Dealer's performance under this or any succeeding agreement.

#### **17.14 Applicable Language**

Dealer has requested that this Agreement and related documents be drafted in the English language and both parties have agreed.

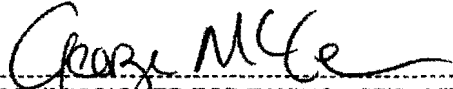
Le concessionnaire a demandé que cette convention et les documents qui y sont reliés soient rédigés en langue anglaise, ce qui a été accepté par les parties.

## **Glossary**

1. **Area of Primary Responsibility** — The geographic area designated by General Motors from time to time in a Notice of Area of Primary Responsibility.
2. **Area of Geographic Sales and Service Advantage (AGSSA)** — The portion of a Multiple Dealer Area of Primary Responsibility within which a Dealer should have an advantage, by virtue of its location, over all other Dealers selling the same vehicle lines.
3. **Dealer** — The corporation, partnership or proprietorship that signs the Dealer Agreement.
4. **Dealer Agreement** — The Dealer Sales and Service Agreement, including but not limited to the Agreement proper that is executed, the Standard Provisions, all of the related Addenda, the Standard Accounting and Service Policies and Procedures Manuals, Home Office Letters, and the Terms of Sale Bulletins.
5. **Dealership Operations** — All operations contemplated by the Dealer Agreement. These operations include the sale and service of Products and any other activities undertaken by Dealer related to Products, including rental and leasing operations, used vehicle sales and body shop operations, finance and insurance operations and internet activity, whether conducted directly or indirectly by Dealer.
6. **GM Canada Communications Team** — An elected body of General Motors dealers representing all regions of the country, meeting on a regular basis with General Motors Sales Service and Marketing Executives.
7. **General Motors** — General Motors of Canada Limited.
8. **Home Office Letters** — Communications from General Motors to Dealer, from time to time, that pertain, either directly or indirectly to the Dealer Agreement, as defined herein.
9. **Motor Vehicles** — All current model types or series of new motor vehicles specified in any Motor Vehicle Addendum and all past General Motors motor vehicles marketed through Motor Vehicle Dealers.
10. **Parts and Accessories** — New or remanufactured automotive parts and accessories marketed by General Motors and listed in current Dealer Parts and Accessories Price Schedules or supplements thereto furnished to Dealer.

11. **Products** — Motor Vehicles, Parts and Accessories or any other product that may from time to time be developed and offered.
12. **Service Policies and Procedures Manual** — The Manual issued periodically which details certain administrative and performance requirements for Dealer service under the Dealer Agreement.
13. **Special Vehicles** — Motor Vehicles that have limited marketability because they differ from General Motors standard specifications or incorporate special equipment.

This is Exhibit "B" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.



A COMMISSIONER FOR TAKING AFFIDAVITS







**GENERAL MOTORS OF CANADA LIMITED**

Enrollment Form for Fleet Customers Including Political Subdivisions and Public Utilities

**FOR GM USE ONLY**

FAN ASSIGNED \_\_\_\_\_

General Motors of Canada Limited ("GMCL") makes available to General Motors Dealers, from time to time, fleet allocations, fleet incentives and other fleet programs in conjunction with the sale or lease of new motor vehicles by Dealers to Qualified Fleet Customers for certain uses in Canada.

A Qualified Fleet Customer is defined as **1)** any business entity (Daily Rental, Lease or Commercial) that has 5 or more registered vehicles ten years old or newer (cars and/or trucks of all makes), licensed, titled, insured and retained currently in company service or that will operate 5 or more vehicles after its present acquisition which are used exclusively for commercial purposes. In addition, any business entity that places an order (and subsequently takes delivery) for 3 or more new and unused General Motors vehicles at one time to be used for commercial purposes shall be considered a Qualified Fleet Customer. **2) Governments/Government Regulated Utilities/Public Schools/Medical Hospitals – no existing Fleet or minimum number of orders at one time are required.**

New motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial/**Government** and Daily Rental operation from the date of delivery. By executing this enrollment form, the Fleet Customer certifies that no motor vehicles will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada; Fleet Customer is hereby notified that the agreement between GMCL and Dealer prohibits sales by Dealer to persons who export or resell the motor vehicles within Canada. Fleet Customer therefore agrees that it will not induce, by any means, Dealers to be in breach of the export and/or resale terms of the Dealer Agreement, or any of the terms of this Agreement and acknowledges that it will be responsible in damages to GMCL for any such interference with the contractual terms between GMCL and Dealer or any breach of this Agreement.

By executing this enrollment form, the Fleet Customer certifies that they are a Qualified Fleet Customer, acknowledges the fleet program eligibility requirements specified herein and agrees to comply with them. Additional eligibility requirements for specific fleet programs, as issued by GMCL to Dealers from time to time, will be made available to Qualified Fleet Customers by the selling Dealer.

The Qualified Fleet Customer agrees to provide, GMCL or selling Dealer, business records, registration and insurance information confirming that vehicles were purchased and registered solely for use in its Canadian operation and transferred only in accordance with GMCL program requirements. In the event that the Fleet Customer orders new motor vehicles from a Dealer and identifies them as fleet units eligible for GMCL fleet programs, and the vehicles are not used by the Fleet Customer in accordance with program requirements, as determined by the Fleet Customer's business records, registration information and insurance certificate, GMCL will take appropriate action. This may include, but is not limited to, the Fleet Customer or Dealer being immediately disqualified from future participation in fleet programs and the Fleet Customer and / or the Dealer being charged by GMCL for the amount of any special allowances, incentives, special option packages or other promotional programs which GMCL paid or credited to the Dealer or the Fleet Customer as a result of the Fleet Customer's inaccurate representations.

GMCL reserves the right, acting at its sole discretion, to amend or revoke this program in whole or in part and to amend or revoke any or all of the privileges or rights of Fleet Customer indicated below.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

\_\_\_\_\_  
FLEET COMPANY NAME (please type)

\_\_\_\_\_  
FLEET OPERATING/TRADING NAME (please type)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
PROV

\_\_\_\_\_  
POSTAL CODE

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
COMPANY E-MAIL and / or WEB SITE ADDRESS

\_\_\_\_\_  
SIGNATURE & TITLE OF OFFICER OF COMPANY/  
AUTHORIZED GOVERNMENT REPRESENTATIVE

LANGUAGE PREFERENCE: English

\_\_\_\_\_  
PRESIDENT/PRINCIPAL OWNER NAME (please type)

\_\_\_\_\_  
FLEET CUSTOMER CONTACT NAME (please type)

\_\_\_\_\_  
FLEET CUSTOMER CONTACT TITLE (please type)

FLEET CUSTOMER BUSINESS TYPE:  
(please mark one only)

Commercial

Government

Daily Rental Company

Leasing Company

Taxi/Limo

Utility

GM Franchised Dealership/Dealer Owned Leasing Co.

\_\_\_\_\_  
State core business function (please type)

TOTAL FLEET SIZE: \_\_\_\_\_

Total Passenger \_\_\_\_\_

Total Light Duty Truck \_\_\_\_\_

Total Medium Duty Truck \_\_\_\_\_

Number of GM \_\_\_\_\_

Number of GM \_\_\_\_\_

Number of GM \_\_\_\_\_

ACQUISITION SOURCE:

BUY \_\_\_\_\_

LEASE \_\_\_\_\_

FROM \_\_\_\_\_

SUBMITTED BY (GM DEALERSHIP): \_\_\_\_\_

DEALER CODE: \_\_\_\_\_

SIGNATURE OF GM Canada DEALERSHIP FLEET MGR.: \_\_\_\_\_

PLEASE PRINT NAME: \_\_\_\_\_

SIGNATURE OF DEALER OPERATOR/GENERAL MANAGER: \_\_\_\_\_

SEND OR FAX ENROLLMENT FORM AND ATTACHMENT "A" TO:  
GM Fleet Command Centre  
P.O. Box 130, Station A  
Oshawa, ON L1H 7L1 FAX 1-800-269-9116

INCOMPLETE ENROLLMENT FORMS AND GUIDELINES (ATTACHMENT 'A') WILL BE RETURNED. ORIGINAL, SIGNED COPY OF ENROLLMENT FORM AND COMPLETED GUIDELINES (ATTACHMENT 'A') MUST BE RETAINED IN SALES FILE.

# ATTACHMENT "A"

## GUIDELINES FOR COMPLETION PRIOR TO SUBMITTING ENROLLMENT FORM FOR FLEET CUSTOMERS

1. We have reviewed and complied with the guidelines outlined in HOL 2003-028, 2003-028 SSI and revisions.
2. We have reviewed the "Due Diligence" suggestions on the GM InfoNET.

**In addition to the above, you are required to perform the following actions and retain copies of all documentation in your sales file:**

1. We have searched Internet sites such as [www.canada411.ca](http://www.canada411.ca), [www4.alberta.com/white/phone](http://www4.alberta.com/white/phone) in Alberta, [www.canadapost.ca](http://www.canadapost.ca), and [www.infospace.com](http://www.infospace.com) to verify the company/**Government** name, address and telephone number.
2. We have made copies of our Internet searches for our sales file.
3. We have secured a photo of the company's premises for our sales file.   
**(Photo not required for Government customers)**
4. We have obtained the names and specimen signatures of individuals authorized and approved by the President/Owner of the company to do business on behalf of the company, and they will be retained in our sales file.   
**(For Government customers only name & specimen signature of Authorized Government Representative Required.)**
5. We have retained the completed and signed original Enrollment Form in our sales file.

**ENROLLMENT FORMS THAT ARE INCOMPLETE OR INACCURATE WILL BE REJECTED**

\_\_\_\_\_  
Signature of GM/SS Dealership Fleet or Sales Manager

\_\_\_\_\_  
Please Type Name

\_\_\_\_\_  
Signature of Dealer Operator/General Manager

\_\_\_\_\_  
Please Type Name

## ATTACHMENT "B"

(Sourced from HOL 2003-028 and revisions)

The following ideas are offered as a framework for dealership salespeople and management to identify purchasers who may be resellers or exporters before they legally commit the dealership to a vehicle sale.

These steps are compiled from shared experience and many have been presented in various letters to dealers in the past few years. While the following list should be covered in each case, the ideas shared are not all-inclusive and cannot be considered as a checklist of items that proves due diligence was executed. It is ultimately the Dealer's responsibility to know the customer. Salespeople have been trained for years in "qualifying" potential customers and nothing can replace the human interface in understanding the buyer's intent.

### **I. Things to note about the prospective customer:**

1. Is this a retail or fleet customer by definition in the most current Definition of Incentive Terms Home Office Letter?
2. Is this a "retail" customer but dealing with Fleet Department?
3. Does the customer live and, if a business, operate in your area?
4. Does the dealership know the customer?
5. Are the vehicle lines "hot sellers" and hard to keep in stock?
6. Has the "List of Suspected Exporters/Resellers" been consulted?
7. Is a trade-in involved?
8. Are the units being purchased a "fit" for the intended usage?
9. How will the unit(s) be paid for?
10. If paying in an unusual form (e.g. with a bank draft), why?
11. How will a deposit be given?
12. Are you selling tax exempt?
13. Does the customer have a Fleet Account Number?
14. Have you verified the FAN is active by contacting the Fleet Command Centre? (Note that the Fleet Command Centre cannot and will not approve a specific customer or a specific sale but will only advise if a FAN is active. Also, note that receiving information that a FAN is active does not eliminate the need to conduct all other necessary due diligence.)
15. Refer to the most current Fleet Program Eligibility Requirements and Guidelines.
16. Is the person in front of you an authorized agent for that Fleet? Is this person simply a driver or is he or she entitled to sign on behalf of the Fleet? Have you made a note of the person's name?
17. Is the fleet buyer from another province? Why would the buyer not be dealing locally?
18. Have you visited their place of business to verify the type of business?
19. Is the transaction being done via fax/phone and credit card deposit?
20. If a numbered company, what is their operating name and address?
21. If buying 3 or more vehicles, the customer must become a Fleet Customer with a FAN.
22. Does the buyer have a proper business card? Is he or she using proper company letterhead?
23. Can you find their company in the white/yellow pages?

24. On the Internet, if you input their phone number in a search (e.g. www.canada411.ca), does the name/address match?

## **II. Things to note about the future vehicle pick up arrangements by companies:**

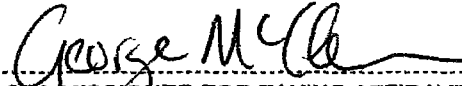
1. Who will come to the dealership and what is their employment status?
2. Will they have proper documentation/identification?
3. Are you being asked to deliver the vehicles to a business/**Government** location?
4. Is it the same address as the purchaser's address?
5. What type of business operates at the drop location? Is it a "fit"?
6. Have you recorded the name of the person picking up the vehicle?

Addressing all of these questions is a critical part of the due diligence process. The authorized dealer management representative who accepts the deal by signing on behalf of the dealership also needs to verify the legitimacy of the information presented on the buyer's order *before* accepting the deal on behalf of the dealership.

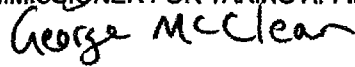
## **III. Dealers need to ensure two critical business steps are in place in their sales operations:**

1. Adequate management review of each vehicle purchase agreement occurs before signing. The customer name should be readable, numbered companies should also have their operating name shown, Fleet Sales should be scrutinized at least as much as retail transactions within the dealership.
2. Dealer employment contracts, especially those for Sales and Fleet department personnel, should contain a clause that references the Dealer Agreement.

This is Exhibit "C" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

A handwritten signature in cursive script that reads "George McClean". The signature is written in black ink and is positioned above a horizontal dashed line.

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten name in cursive script that reads "George McClean". It is written below the printed title and is also in black ink.

**GENERAL MOTORS OF CANADA LIMITED**  
 Enrollment Form for Fleet Customers  
 (Not required for Political Subdivisions and Public Utilities)

**FOR GM USE ONLY**  
 RAN ASSIGNED 213089

General Motors of Canada Limited ("GM Canada") makes available to General Motors Dealers, from time to time, fleet allocations, fleet incentives and other fleet programs in conjunction with the sale or lease of new motor vehicles by Dealers to Qualified Fleet Customers for certain uses in Canada.

A Qualified Fleet Customer is defined as any business entity (Daily Rental, Lease or Commercial) that has 5 or more registered vehicles (cars and/or trucks of all makes), licensed, titled and retained currently in company service or that will operate 5 or more vehicles after its present acquisition which are used for commercial purposes. In addition, any business entity that places an order (and subsequently takes delivery) for 3 or more new and unused General Motors vehicles at one time to be used for commercial purposes shall be considered a Qualified Fleet Customer.

New motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial and Daily Rental operation from the date of delivery or as otherwise defined by GM Canada. By executing this enrollment form, the Fleet Customer certifies that no motor vehicles ordered under the fleet program, are being or will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada. Fleet Customer is hereby notified that the agreement between GM Canada and Dealer prohibits sales by Dealer to persons who export or resell the motor vehicles within Canada.

By executing this enrollment form, the Fleet Customer certifies that they are a Qualified Fleet Customer, acknowledges the fleet program eligibility requirements specified herein and agrees to comply with them. Additional eligibility requirements for specific fleet programs, as issued by GM Canada to Dealers from time to time, will be made available to Qualified Fleet Customers by the selling Dealer.

The Qualified Fleet Customer agrees to provide, upon request from GM Canada or selling Dealer, business records and registration information confirming that vehicles were purchased and registered solely for use in its Canadian operation and transferred only in accordance with GM Canada program requirements. In the event that the Fleet Customer orders new motor vehicles from a Dealer and identifies them as fleet units eligible for GM Canada fleet programs, and the vehicles are not used by the Fleet Customer in accordance with program requirements, as determined by the Fleet Customer's business records or registration information, GM Canada will take appropriate action. This may include, but is not limited to, the Fleet Customer or Dealer being disqualified from future participation in fleet programs and the Fleet Customer or the Dealer being charged by GM Canada for the amount of any special allowances, incentives, special option packages or other promotional programs which GM Canada paid or credited to the Dealer or the Fleet Customer as a result of the Fleet Customer's inaccurate representations.

GM Canada reserves the right, acting at its sole discretion, to amend or revoke this program in whole or in part and to amend or revoke any or all of the privileges or rights of Fleet Customer indicated below.

SIGNED THIS 5<sup>TH</sup> DAY OF OCTOBER YEAR 1998

CONSTRUX ENGINEERING CORPORATION O/A LEASE 4 LESS

FLEET CUSTOMER COMPANY NAME (please type or print)

1505-5660 YONGE STREET TORONTO ON M2M 4G3

ADDRESS CITY PROV SOCIAL CODE

416-410-5396 416-225-3852

PHONE NO. FAX NO. E-MAIL ADDRESS SIGNATURE & TITLE OF OFFICER OF COMPANY

LANGUAGES PREFERENCE:  ENGLISH  FRENCH

FLEET CUSTOMER CONTACT NAME (please print) GEOFFREY ZALDIN FLEET CUSTOMER CONTACT TITLE (please print) PRESIDENT

FLEET CUSTOMER BUSINESS TYPE: (please check one only)

Commercial  Government  Daily Rental Company  Leasing Company  Fleet/Lease

Utility  GM Franchised Dealership/Dealer Owned Leasing Co.

TOTAL FLEET SIZE: <u>5</u>	Total Passenger <u>4</u>	Total Light Duty Truck <u>1</u>
	Number of GM <u>3</u>	Number of GM <u>1</u>

ACQUISITION SOURCE BUY LEASE

SUBMITTED BY (GM DEALERSHIP) Leggat/Lev-olds

SIGNATURE OF GM CANADA DEALERSHIP FLEET MGR [Signature]

PLEASE PRINT NAME: Ron Alexander

SIGNATURE OF REP. (CORPORATE/GENERAL MANAGER) [Signature]

95509

This is Exhibit "D" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

*George McClean*

-----  
A COMMISSIONER FOR TAKING AFFIDAVITS

*George McClean*

**GENERAL MOTORS OF CANADA LIMITED**  
 Enrollment Form for Fleet Customers  
 (Not required for Political Subdivisions and Public Utilities)

FOR GM USE ONLY  
 PAN ASSIGNED 235966

General Motors of Canada Limited ("GM Canada") makes available to General Motors Dealers, from time to time, fleet allocations, fleet incentives and other fleet programs in conjunction with the sale or lease of new motor vehicles by Dealers to Qualified Fleet Customers for certain uses in Canada.

A Qualified Fleet Customer is defined as any business entity (Daily Rental, Lease or Commercial) that has 5 or more registered vehicles (cars and/or trucks of all makes), licensed, titled and retained currently in company service or that will operate 5 or more vehicles after its present acquisition which are used for commercial purposes. In addition, any business entity that places an order (and subsequently takes delivery) for 3 or more new and unused General Motors vehicles at one time to be used for commercial purposes shall be considered a Qualified Fleet Customer.

New motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial and Daily Rental operation from the date of delivery, or as otherwise defined by GM Canada. By executing this enrollment form, the Fleet Customer certifies that no motor vehicles ordered under the fleet program, are being or will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada; Fleet Customer is hereby notified that the agreement between GM Canada and Dealer prohibits sales by Dealer to persons who export or resell the motor vehicles within Canada.

By executing this enrollment form, the Fleet Customer certifies that they are a Qualified Fleet Customer, acknowledges the fleet program eligibility requirements specified herein and agrees to comply with them. Additional eligibility requirements for specific fleet programs, as issued by GM Canada to Dealers from time to time, will be made available to Qualified Fleet Customers by the selling Dealer.

The Qualified Fleet Customer agrees to provide, upon request from GM Canada or selling Dealer, business records and registration information confirming that vehicles were purchased and registered solely for use in its Canadian operation and transferred only in accordance with GM Canada program requirements. In the event that the Fleet Customer orders new motor vehicles from a Dealer and identifies them as fleet units eligible for GM Canada fleet programs, and the vehicles are not used by the Fleet Customer in accordance with program requirements, as determined by the Fleet Customer's business records or registration information, GM Canada will take appropriate action. This may include, but is not limited to, the Fleet Customer or Dealer being disqualified from future participation in fleet programs and the Fleet Customer or the Dealer being charged by GM Canada for the amount of any special allowances, incentives, special option packages or other promotional programs which GM Canada paid or credited to the Dealer or the Fleet Customer as a result of the Fleet Customer's inaccurate representations.

GM Canada reserves the right, acting at its sole discretion, to amend or revoke this program in whole or in part and to amend or revoke any or all of the privileges or rights of Fleet Customer indicated below.

SIGNED THIS 30 DAY OF May YEAR 2002

THE CLASSIC CAR STORE INC  
 FLEET CUSTOMER COMPANY NAME (please type or print)

149 DOLomite DRIVE TORONTO  
 ADDRESS CITY

ONT M3J 2R1  
 PROV POSTAL CODE

(416) 663-7665 (416) 876-0019  
 PHONE NO. FAX NO.

\_\_\_\_\_  
 E-MAIL ADDRESS

[Signature]  
 SIGNATURE & TITLE OF OFFICER OF COMPANY

LANGUAGE PREFERENCE:  ENGLISH  FRENCH

FLEET CUSTOMER CONTACT NAME (please print)

FLEET CUSTOMER CONTACT TITLE (please print)

GEOFFREY ZALDIN

PRESIDENT

FLEET CUSTOMER BUSINESS TYPE:  Commercial  Government  Daily Rental Company  Leasing Company  Tax/Line  
 Utility vs. GM Franchised Dealership/Dealer Owned Leasing Co.

TOTAL FLEET SIZE: <u>25</u>	Total Passenger <u>10</u>	Total Light Duty Truck _____	Total Medium Duty Truck _____
	Number of GM <u>5</u>	Number of GM <u>5</u>	Number of GM _____

ACQUISITION SOURCE: BUY  LEASE \_\_\_\_\_ FROM \_\_\_\_\_

SUBMITTED BY (GM DEALERSHIP) LEGAT CHEV OLDS DEALER CODE 95509

SIGNATURE OF GM CANADA DEALERSHIP FLEET MGR. [Signature]

SEND OR FAX TO: GM Fleet Customer Service  
 PO Box 130, Station #  
 Oshawa, ON L1H 7L1  
 FAX 1-800-261-1118

PLEASE PRINT NAME: HARDY PERAZA

SIGNATURE OF DEALER OPERATOR/GENERAL MANAGER: [Signature]



09-27-99 02:03PM FROM LEGGAT CHEV GEO

PO1

ATTN: DEMETRA

**GENERAL MOTORS OF CANADA LIMITED**  
Enrollment Form for Fleet Customers  
(Not required for Political Subdivisions and Public Utilities)

FOR GM USE ONLY  
PAN ASSIGNED 217414

COMPLETED

General Motors of Canada Limited ("GM Canada") makes available to General Motors Dealers, from time to time, fleet allocations, fleet incentives and other fleet programs in conjunction with the sale or lease of new motor vehicles by Dealers to Qualified Fleet Customers for certain uses in Canada.

A Qualified Fleet Customer is defined as any business entity (Daily Rental, Lease or Commercial) that has 5 or more registered vehicles (cars and/or trucks of all makes), licensed, used and retained currently in company service or that will operate 5 or more vehicles after its present acquisition which are used for commercial purposes. In addition, any business entity that places an order (and subsequently takes delivery) for 3 or more new and unused General Motors vehicles at one time to be used for commercial purposes shall be considered a Qualified Fleet Customer.

New motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial and Daily Rental operation from the date of delivery, or as otherwise defined by GM Canada. By executing this enrollment form, the Fleet Customer certifies that no motor vehicles ordered under the fleet program, are being or will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada; Fleet Customer is hereby notified that the agreement between GM Canada and Dealer prohibits sales by Dealer to persons who export or re-export the motor vehicles within Canada.

By executing this enrollment form, the Fleet Customer certifies that they are a Qualified Fleet Customer, acknowledges the fleet program eligibility requirements specified herein and agrees to comply with them. Additional eligibility requirements for specific fleet programs, as advised by GM Canada to Dealers from time to time, will be made available to Qualified Fleet Customers by the selling Dealer.

The Qualified Fleet Customer agrees to provide, upon request from GM Canada or selling Dealer, business records and registration information confirming that vehicles were purchased and registered solely for use in its Canadian operation and transferred only in accordance with GM Canada program requirements. In the event that the Fleet Customer orders new motor vehicles from a Dealer and identifies them as fleet units eligible for GM Canada Fleet programs, and the vehicles are not used by the Fleet Customer in accordance with program requirements, as determined by the Fleet Customer's business records or registration information, GM Canada will take appropriate action. This may include, but is not limited to, the Fleet Customer or Dealer being disqualified from future participation in fleet programs and the Fleet Customer or the Dealer being charged by GM Canada for the amount of any special allowances, incentives, special option packages or other promotional programs which GM Canada paid or credited to the Dealer or the Fleet Customer as a result of the Fleet Customer's inaccurate representations.

GM Canada reserves the right, acting at its sole discretion, to amend or revoke this program in whole or in part and to amend or revoke any or all of the privileges or rights of Fleet Customers indicated below.

SIGNED THIS 27th DAY OF September YEAR 1999

GEC MARKETING SERVICES INC.

FLEET CUSTOMER COMPANY NAME (please type or print)

111 EGLINTON AVE E

TORONTO

ONT

M4P 1H4

ADDRESS

CITY

PROV

POSTAL CODE

416-880-2896

PHONE NO.

FAX NO.

E-MAIL ADDRESS

[Signature] DIRECTOR/PRESIDENT  
SIGNATURE & TITLE OF OFFICER OF COMPANY

LANGUAGE PREFERENCE:  ENGLISH

FRENCH

FLEET CUSTOMER CONTACT NAME (please print)

FLEET CUSTOMER CONTACT TITLE (please print)

GEORGE COHEN

PRESIDENT

FLEET CUSTOMER BUSINESS TYPE:  
(please circle one only)

Commercial

Government

Daily Rental Company

Leasing Company

Tax/Imp

Utility

GM Franchised Dealership/Dealer Owned Leasing Co.

TOTAL FLEET SIZE: <u>8</u>	Total Passenger	Total Light Duty Truck	<u>8</u>	Total Medium Duty Truck
<u>Factory order units</u>	Number of GM	Number of GM	<u>8</u>	Number of GM

ACQUISITION SOURCE: BUY  LEASE  FROM Leggat Chev Olds

SUBMITTED BY (GM DEALERSHIP): Leggat Chev DEALER CODE 95509

SIGNATURE OF GM CANADA DEALERSHIP FLEET MGR: [Signature] SEND OR FAX TO: GM Fleet Command Centre

PLEASE PRINT NAME: Ronald Alexander P.O. Box 139, Station A

SIGNATURE OF DEALER OPERATOR/GENERAL MANAGER: [Signature] Behav., ON L4H 7L1

4164826020

NO. 914

001

JUN- 09 10:00 AM

FAX NO. 4164826020

P. 1

FAX  Next Day  
 Courier  Mail

NICHOLSON CHEV OLDS → 14164826020

NO. 753 005

MINE GARY

COMPLETED

GENERAL MOTORS OF CANADA LIMITED  
Enrollment Form for Fleet Customers  
(Not required for Political Subdivisions and Public Utilities)

FOR GM USE ONLY  
FAN ASSIGNED 216184

General Motors of Canada Limited ("GM Canada") makes available to General Motors Dealers, from time to time, fleet allocations, fleet incentives and other fleet programs in conjunction with the sale or lease of new motor vehicles by Dealers to Qualified Fleet Customers for certain uses in Canada.

A Qualified Fleet Customer is defined as any business entity (Daily Rental, Lease or Commercial) that has 5 or more registered vehicles (cars and/or trucks of all makes), licensed, titled and retained currently in company service or that will operate 5 or more vehicles after its present acquisition which are used for commercial purposes. In addition, any business entity that places an order (and subsequently takes delivery) for 3 or more new and unused General Motors vehicles at one time to be used for commercial purposes shall be considered a Qualified Fleet Customer.

New motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial and Daily Rental operation from the date of delivery, or as otherwise defined by GM Canada. By executing this enrollment form, the Fleet Customer certifies that no motor vehicles ordered under the fleet program, are being or will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada; Fleet Customer is hereby notified that the agreement between GM Canada and Dealer prohibits sales by Dealer to persons who export or resell the motor vehicles within Canada.

By executing this enrollment form, the Fleet Customer certifies that they are a Qualified Fleet Customer, acknowledges the fleet program eligibility requirements specified herein and agrees to comply with them. Additional eligibility requirements for specific fleet programs, as issued by GM Canada to Dealers from time to time, will be made available to Qualified Fleet Customers by the selling Dealer.

The Qualified Fleet Customer agrees to provide, upon request from GM Canada or selling Dealer, business records and registration information confirming that vehicles were purchased and registered solely for use in its Canadian operation and transferred only in accordance with GM Canada program requirements. In the event that the Fleet Customer orders new motor vehicles from a Dealer and identifies them as fleet units eligible for GM Canada fleet programs, and the vehicles are not used by the Fleet Customer in accordance with program requirements, as determined by the Fleet Customer's business records or registration information, GM Canada will take appropriate action. This may include, but is not limited to, the Fleet Customer or Dealer being disqualified from future participation in fleet programs and the Fleet Customer or the Dealer being charged by GM Canada for the amount of any special allowances, incentives, special option packages or other promotional programs which GM Canada paid or credited to the Dealer or the Fleet Customer as a result of the Fleet Customer's inaccurate representations.

GM Canada reserves the right, acting at its sole discretion, to amend or revoke this program in whole or in part and to amend or revoke any or all of the privileges or rights of Fleet Customer indicated below.

SIGNED THIS 7<sup>TH</sup> DAY OF JUNE YEAR 1999

CANADIAN COMPUTER RECYCLERS INC.

FLEET CUSTOMER COMPANY NAME (please print)

507 CHAMPAGNE DR. DOWNSVIEW ONTARIO M3J 2C6

416 482-8214 416 482-6020 J. Kelly PRESIDENT

LANGUAGE PREFERENCE:  ENGLISH  FRENCH

FLEET CUSTOMER CONTACT NAME (please print) GEORGEY Leigh  
FLEET CUSTOMER CONTACT TITLE (please print) DISTRIBUTION MANAGER

FLEET CUSTOMER BUSINESS TYPE:  Commercial  Government  Daily Rental Company  Leasing Company  Tax/Bus  
 Utility  GM Franchised Dealership/Dealer Owned Leasing Co.

TOTAL FLEET SIZE: 4 Total Passenger 4 at Once Total Light Duty Truck 4 Total Medium Duty Truck  
Number of GM 4 Number of GM 4 Number of GM

ACQUISITION SOURCE:  BUY  LEASE  FROM  
SUBMITTED BY (GM DEALERSHIP): Nicholson Chev Olds, Ltd. DEALER CODE 82100  
SIGNATURE OF GM CANADA DEALERSHIP FLEET MGR: Doug Rimsted SEND OR FAX TO: GM Fleet General Centre  
PLEASE PRINT NAME: Doug Rimsted PO Box 153, Station A  
Oshawa, ON L1H 7L1  
FAX 1-800-387-3116

GENERAL MOTORS OF CANADA LIMITED  
Enrollment Form for Fleet Customers  
(Not required for Political Subdivisions and Public Utilities)

FOR GM USE ONLY  
FAN ASSIGNED 217948

General Motors of Canada Limited ("GM Canada") makes available to General Motors Dealers, from time to time, fleet allocations, fleet incentives and other fleet programs in conjunction with the sale or lease of new motor vehicles by Dealers to Qualified Fleet Customers for certain uses in Canada.

A Qualified Fleet Customer is defined as any business entity (Daily Rental, Lease or Commercial) that has 5 or more registered vehicles (cars and/or trucks of all makes), licensed, used and retained currently in company service or that will operate 5 or more vehicles after its present acquisition which are used for commercial purposes. In addition, any business entity that places an order (and subsequently takes delivery) for 3 or more new and unused General Motors vehicles at one time to be used for commercial purposes shall be considered a Qualified Fleet Customer.

New motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial and Daily Rental operation from the date of delivery, or as otherwise defined by GM Canada. By executing this enrollment form, the Fleet Customer certifies that no motor vehicles ordered under the fleet program, are being or will be purchased or leased, directly or indirectly, for export, sale or use outside of Canada, or for resale within Canada; Fleet Customer is hereby notified that the agreement between GM Canada and Dealer prohibits sales by Dealer to persons who export or resell the motor vehicles within Canada.

By executing this enrollment form, the Fleet Customer certifies that they are a Qualified Fleet Customer, acknowledges the fleet program eligibility requirements specified herein and agrees to comply with them. Additional eligibility requirements for specific fleet programs, as issued by GM Canada to Dealers from time to time, will be made available to Qualified Fleet Customers by the selling Dealer.

The Qualified Fleet Customer agrees to provide, upon request from GM Canada or selling Dealer, business records and registration information confirming that vehicles were purchased and registered solely for use in its Canadian operation and transferred only in accordance with GM Canada program requirements. In the event that the Fleet Customer orders new motor vehicles from a Dealer and identifies them as fleet units eligible for GM Canada fleet programs, and the vehicles are not used by the Fleet Customer in accordance with program requirements, as determined by the Fleet Customer's business records or registration information, GM Canada will take appropriate action. This may include, but is not limited to, the Fleet Customer or Dealer being disqualified from future participation in fleet programs and the Fleet Customer or the Dealer being charged by GM Canada for the amount of any special allowances, incentives, special option packages or other promotional programs which GM Canada paid or credited to the Dealer or the Fleet Customer as a result of the Fleet Customer's inaccurate representations.

GM Canada reserves the right, acting at its sole discretion, to amend or revoke this program in whole or in part and to amend or revoke any or all of the privileges or rights of Fleet Customer indicated below.

SIGNED THIS 18th DAY OF October YEAR 1999  
Niagara Tours Inc.

FLEET CUSTOMER COMPANY NAME (please type or print) 3800 Steeles Avenue West, Suite 100E Woodbridge Ontario L4L 4G9

ADDRESS CITY PROV POSTAL CODE

905 850-8801 905 850-0035 CEO

PHONE NO. FAX NO. E-MAIL ADDRESS SIGNATURE & TITLE OF OFFICER OF COMPANY

LANGUAGE PREFERENCE:  ENGLISH  FRENCH

FLEET CUSTOMER CONTACT NAME (please print) Leigh ZALDIN FLEET CUSTOMER CONTACT TITLE (please print) CEO

FLEET CUSTOMER BUSINESS TYPE:  Commercial  Government  Daily Rental Company  Leasing Company  Taxi/ Limo  Utility  GM Franchised Dealership/Dealer Owned Leasing Co.

TOTAL FLEET SIZE: <u>10</u>	Total Passenger <u>10</u>	Total Light Duty Truck _____	Total Medium Duty Truck _____
	Number of GM <u>10</u>	Number of GM _____	Number of GM _____

ACQUISITION SOURCE: BUY  LEASE \_\_\_\_\_ FROM \_\_\_\_\_


SUBMITTED BY (GM DEALERSHIP): LEGALTY PONTIAC BUICK CADILLAC GMC DEALER CODE 95069

SIGNATURE OF GM CANADA DEALERSHIP FLEET MGR. [Signature] SEND OR FAX TO: GM Fleet Command Centre  
PO Box 129, Station A  
Oshawa, ON L1H 7L1

PLEASE PRINT NAME: C. CHERESHNEVSKY FAX 1-800-399-0118

SIGNATURE OF DEALER OPERATOR/GENERAL MANAGER: [Signature]

This is Exhibit "E" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

A handwritten signature in cursive script, appearing to read "George McClean".

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten name in cursive script, appearing to read "George McClean".

02-CV-239631 ~~123~~ <sup>CM3</sup>  
Court File No

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

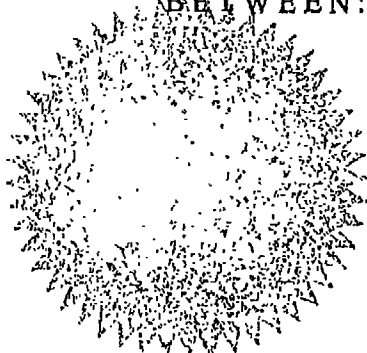
**THE CLASSIC CAR STORE INC.**

Plaintiff

- and -

**GENERAL MOTORS OF CANADA LIMITED**

Defendant



**STATEMENT OF CLAIM**

**TO THE DEFENDANT**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiffs' lawyers or, where the plaintiffs do not have a lawyer, serve it on the plaintiffs, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be made available to you by contacting a local legal aid office.

Date: Nov 21/02

Issued by: A. Sadeguy

Local Registrar  
393 University Avenue, 10th Floor  
Toronto, Ontario M5G 1E6

TO: General Motors of Canada Limited  
1908 Colonel Sam Drive  
Oshawa, Ontario L1H 8P7

- 2 -

**CLAIM**

1. The plaintiff claims:
  - A. Under the *Discriminatory Business Practices Act*, R.S.O. 1990, c. D.12:
    - (1) damages including punitive or exemplary damages in the amount of \$12,000,000 pursuant to the provisions of sections 4, 5, and 9 thereof;
    - (2) a declaration that the defendant, by means of its dealer network and through its activities to prevent the export out of Canada of new motor vehicles purchased in Canada, has engaged and continues to engage in discriminatory business practices contrary to the provisions of this Act;
    - (3) a declaration that the defendant, by means of its dealer network and otherwise, has sought and has provided designated information regarding the plaintiff and its business for the purpose of engaging in discriminatory business practices, contrary to the provisions of this Act;
    - (4) a declaration that the defendant's Dealer Sales and Service Agreement and in particular Article 5.1.2(a) thereof, to the extent that it operates to limit or prohibit the immediate export of new vehicles, contravenes this Act and is, in consequence of section 10(2) thereof, a nullity;
    - (5) a declaration that the defendant's Enrollment Form for Fleet Customers, to the extent that it operates to limit or prohibit the immediate export of new vehicles, contravenes this Act and is, in consequence of section 10(2) thereof, a nullity;
    - (6) a declaration that the defendant's Rental Risk Program, to the extent that it operates to limit or prohibit the immediate export of new vehicles, contravenes this Act and is, in consequence of section 10(2) thereof, a nullity;
    - (7) a declaration that the defendant's Competitive Assistance Program, to the extent that it operates to limit or prohibit the immediate export of new vehicles, contravenes this Act and is, in consequence of section 10(2) thereof, a nullity;
    - (8) a declaration that the defendant's GM Canada Upfitters Program, to the extent that it operates to limit or prohibit the immediate export of new

- 3 -

vehicles, contravenes this Act and is, in consequence of section 10(2) thereof, a nullity; and

- (9) a declaration that refusal by the defendant of warranty coverage on new vehicles purchased in and exported out of Canada is a discriminatory business practice contrary to the provisions of this Act.

B. Under the *Competition Act*, R.S.C. 1985, c. C-34:

- (1) damages in the amount of \$12,000,000 pursuant to the provisions of section 36(1) of this Act; and
- (2) a declaration the defendant, with respect to each activity referred to in paragraphs 1. A. (2) to (9) above, is engaging in conduct contrary to Part IV of this Act.

C. Otherwise in Law:

- (1) damages including punitive or exemplary damages in the amount of \$12,000,000 for conspiracy, unlawful interference with contractual relations and inducing breach of contract.

D. Additional Relief:

- (1) an interim and permanent injunction enjoining the defendant from engaging in any of the activities referred to in paragraphs 1. A. (2) to (9) above;
- (2) an interim and permanent injunction enjoining the defendant from interfering in any way with the making or performance of contracts between the plaintiff and the defendant's dealers for the purchase in Canada of new GM vehicles notwithstanding that such vehicles will or may be at any time exported out of Canada by the plaintiff;
- (3) an interim and permanent injunction enjoining the Defendant from doing any act or omitting to do any act which would in any way interfere with the production, shipping and delivery to the plaintiff of new GM vehicles notwithstanding that such vehicles will or may be at any time exported out of Canada by the plaintiff;
- (4) an interim and permanent injunction enjoining the defendant from restricting or reducing in any way the warranty coverage that would otherwise apply to new GM vehicles purchased in Canada but for the

- 4 -

export by the plaintiff of such vehicles outside of Canada;

- (5) prejudgment and postjudgment interest in accordance with the provisions of, respectively, sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (6) its costs of this action on the substantial indemnity scale; and
- (7) such further and other relief as this Honourable Court may determine to be just.

2. The plaintiff, a corporation incorporated pursuant to the laws of Ontario, carries on business as a wholesale dealer and broker of new motor vehicles including those manufactured by General Motors ("GM"), which it purchases primarily from dealers within Ontario or acquires through assignors who purchase primarily from dealers within Ontario.

3. The plaintiff ships purchased vehicles to customers, most of which are outside Canada.

4. The defendant, a corporation incorporated pursuant to the laws of Canada, carries on business as the Canadian distributor for and representative of GM, a multinational manufacturer of motor vehicles.

5. The defendant maintains a policy against the export out of Canada of new GM motor vehicles sold in Canada.

6. In furtherance of the same, the defendant maintains a policy of not selling or allocating new vehicles to its dealers for export. Such policy is stated in Article 5.1.2(a) of the Dealer Sales and Service Agreement that the defendant enters into with its dealers as follows:



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"5.1.2(a) It is the policy of General Motors not to sell or allocate new Motor Vehicles to Dealers for sale or use outside Canada. ..."

7. The defendant has actively attempted to prevent the export out of Canada of new vehicles purchased in Canada and continues to do so in the following, amongst other, ways:

(a) it includes in the said Article 5.1.2(a) of its Dealer Sales and Service Agreement of a provision that,

"... Therefore, Dealer agrees that this Agreement authorizes Dealer to purchase new Motor Vehicles only for resale to customers located and resident in Canada for personal use or for a primary business use other than resale and that Dealer is not authorized by this Agreement to directly or indirectly sell Motor Vehicles for resale or primary use outside Canada.";

(b) it includes in its Enrollment Form for Fleet Customers, such customers being those who purchase vehicles in quantity, of a provision that,

"New Motor vehicles ordered under fleet programs must be delivered, registered and retained in service in Canada by the first Qualified Fleet Customer for a minimum of six (6) months and 12,000 kilometers for Lease, Commercial and Daily Rental operation from the date of delivery, or as otherwise defined by GM Canada.";

(c) it cancels any Fleet Acquisition Number issued if it learns or comes to suspect that the holder of the same has or will export new vehicles purchased;

(d) it includes in its Rental Risk Program agreements, which concern the sale of new vehicles to customers in the vehicle rental business, restrictions and prohibitions against the export out of Canada of such vehicles;

- 6 -

- (c) it includes in its Competitive Assistance Program agreements, which concern the sale of new vehicles at volume discounts, restrictions and prohibitions against the export out of Canada of such vehicles;
- (f) it includes in its GM Canada Upfitters Program agreements, which concern the sale of incomplete new vehicles to customers that perform specialized completions, restrictions and prohibitions against the export out of Canada of such vehicles;
- (g) it seeks information for, compiles and keeps updated a list (known as the Export List) of persons known or suspected to be exporters of new vehicles, disseminates the list to its dealers and prohibiting its dealers from selling new vehicles to persons on the list;
- (h) it refuses to supply a dealer with new vehicles ordered if the purchaser is a known or suspected exporter of new vehicles, whether or not the dealer and such purchaser have entered into a purchase agreement;
- (i) it threatens and applies price increases and chargebacks to the selling dealers of new vehicles that are exported out of Canada, thereby further discouraging its dealers from selling to purchasers export vehicles or may do so; and
- (j) most recently, it refuses warranty coverage outside of Canada for new vehicles sold in Canada and put into service on or after September 1, 2002 unless,
  - (i) the vehicle has been in service for at least 6 months and has traveled more than 12,000 kilometers, or

- 7 -

- (ii) the vehicle is owned by a Canadian who is outside of Canada as a tourist or by reason of relocated and can provide proof of the same;

8. As a direct result of actions as aforesaid and otherwise of the defendant to preclude the export of new vehicles purchased in Canada, the plaintiff has suffered and continues to suffer significant interference with and diminution of its business.

9. The defendant, by the aforesaid means and others not known to the plaintiff, has engaged and continues to engage in discriminatory business practices by interfering with and preventing the sale new motor vehicle to the plaintiff on account of the geographical locations of the plaintiff's customers contrary to the provisions of the *Discriminatory Business Practices Act*.

10. The defendant, through its dealer network and otherwise, has sought, compiled and provided designated information with respect to the plaintiff and continues to do so, for the purpose of engaging in discriminatory business practices contrary to the provisions of the *Discriminatory Business Practices Act*.

11. The plaintiff pleads and relies on the provisions of the *Discriminatory Business Practices Act* and in particular sections 1, 4, 5, 9, 10 and 11 thereof.

12. The defendant, by the aforesaid means and others not known to the plaintiff, has unlawfully conspired, combined or arranged with its dealers and continues to do so,

- (a) to prevent or lessen unduly competition in the purchase, sale or supply of GM motor vehicles for the export market; and/or
- (b) to unduly restrict or injure competition for the supply new motor vehicles to the export market,

- 8 -

13. The plaintiff pleads and relies on the provisions of the *Competition Act* and in particular Part IV thereof.

14. The defendant, by the aforesaid means and others not known to the plaintiff, has unlawfully and intentionally interfered with contractual relations between and induced breach of contract between the plaintiff and the defendant's dealers.

15. As a direct result of the actions of the defendant described herein, the plaintiff has been and will continue to be unable to purchase or complete the purchase of new GM vehicles in Canada to satisfy orders from its customers outside of Canada, in consequence of which the plaintiff has suffered and will continue to suffer irreparable harm and substantial damages.

16. The said orders that the plaintiff has been and will continue to be unable to satisfy include the following:

- (a) from and after October of 2000, an average of between five and ten varied GM private passenger and sport utility vehicles monthly at a net profit of at least \$3,000 per vehicle;
- (b) from and after October of 2000, an average of between five and ten varied GM luxury sport utility vehicles monthly at a net profit of between \$3,500 and \$6,000 per vehicle;
- (c) from and after October of 2000, an average of between fifteen and twenty five Chevrolet vans monthly for upfitting at a net profit of at least \$1,500 per vehicle;
- (d) from and after August of 2002, an average of five hundred Chevrolet Duramax trucks yearly at a net profit of at least \$2,500 per vehicle;
- (e) from and after September of 2002, an average of ten Chevrolet Express vans at a net profit of at least \$1,500 per vehicle; and

- 9 -

- (f) from and after September of 2002, an average of five Hummer H2s at a net profit of at least \$8,000 per vehicle.

The plaintiff proposes that this action be tried at Toronto.

Date of issue: November 21, 2002

**Garfin, Zeidenberg**  
6400 Yonge Street  
Toronto, Ontario M2M 3X4

**David Downs (LSUC #26881R)**  
Tel.: (416) 512-8000 x218  
Fax:: (416) 512-9992

Solicitor for the Plaintiff

THE CLASSIC CAR STORE INC.

Plaintiff

- and -

GENERAL MOTORS OF CANADA LIMITED

Defendant

ONTARIO  
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT  
TORONTO

STATEMENT OF CLAIM

**Garfin, Zeidenberg**  
6400 Yonge Street  
Toronto, Ontario M2M 3X4

**David Downs** (LSUC #26881R)  
Tel.: (416) 512-8000 x218  
Fax: (416) 225-3852

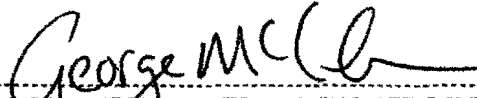
Solicitors for the plaintiff

DEC-13-2002 FRI 03:08 PM GMCL LEGAL

FAX NO. 905 644 7772

P. 11/11

This is Exhibit "F" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

  
-----  
A COMMISSIONER FOR TAKING AFFIDAVITS  
George McClean

Request ID: 007096251  
Transaction ID: 26527388  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:25  
Page: 1

## LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

**Ontario Corporation Number**  
1130334

**CORPORATION NAME**  
CONSTRUX ENGINEERING CORPORATION

<b>REGISTRATION DATE</b>	<b>BUSINESS NAME</b>	<b>EXPIRY DATE</b>	<b>BUSINESS ID NUMBER</b>
2001/10/30	ZALDIN & ASSOCIATES EXPORT COMPANY	2006/10/29	111127510

**THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.



Request ID: 007096250  
Transaction ID: 26527387  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
Page: 1

## CORPORATION DOCUMENT LIST

### Ontario Corporation Number

1130334

### Corporation Name

CONSTRUX ENGINEERING CORPORATION

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	ANNUAL RETURN PAF: ZALDIN, GEOFFREY	1C	2003/10/11
CIA	ANNUAL RETURN PAF: ZALDIN, GEOFFREY	1C	2003/08/31
CIA	ANNUAL RETURN PAF: ZALDIN, BARB	1C	2003/04/12
CIA	ANNUAL RETURN PAF: ZALDIN, BARB	1C	2003/01/26
CIA	CHANGE NOTICE PAF: ZALDIN, BARB	1	2002/11/27
CIA	ANNUAL RETURN	1C	2001/10/21
CIA	INITIAL NOTICE PAF: ZALDIN, GEOFFREY LEIGH	1	1995/09/25
BCA	ARTICLES OF INCORPORATION	1	1995/05/08

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096246  
Transaction ID: 26527386  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
Page: 1

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
1130334	CONSTRUX ENGINEERING CORPORATION	1995/05/08
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>	<b>Date Amalgamated</b>	<b>Amalgamation Ind.</b>
149 DOLOMITE DRIVE	NOT APPLICABLE	NOT APPLICABLE
TORONTO ONTARIO CANADA M2R 3N3	<b>New Amal. Number</b>	<b>Notice Date</b>
	NOT APPLICABLE	NOT APPLICABLE
<b>Mailing Address</b>		<b>Letter Date</b>
149 DOLOMITE DRIVE	<b>Revival Date</b>	<b>Continuation Date</b>
TORONTO ONTARIO CANADA M3J 2N1	NOT APPLICABLE	NOT APPLICABLE
	<b>Transferred Out Date</b>	<b>Cancel/Inactive Date</b>
	NOT APPLICABLE	NOT APPLICABLE
	<b>EP Licence Eff.Date</b>	<b>EP Licence Term.Date</b>
	NOT APPLICABLE	NOT APPLICABLE
	<b>Number of Directors</b>	<b>Date Commenced</b>
	<b>Minimum</b> <b>Maximum</b>	<b>in Ontario</b>
	00001      00010	NOT APPLICABLE
<b>Activity Classification</b>		<b>Date Ceased</b>
NOT AVAILABLE		<b>in Ontario</b>
		NOT APPLICABLE

Request ID: 007096246  
Transaction ID: 26527386  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
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## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1130334

**Corporation Name**

CONSTRUX ENGINEERING CORPORATION

**Corporate Name History**

CONSTRUX ENGINEERING CORPORATION

**Effective Date**

1995/05/08

**Current Business Name(s) Exist:**

YES

**Expired Business Name(s) Exist:**

YES - SEARCH REQUIRED FOR DETAILS

**Administrator:**

**Name (Individual / Corporation)**

GEOFFREY  
LEIGH  
ZALDIN

**Address**

149 DOLOMITE DRIVE

TORONTO  
ONTARIO  
CANADA M3J 2N1

**Date Began**

1995/05/08

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

Request ID: 007096246  
Transaction ID: 26527386  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1130334

**Corporation Name**

CONSTRUX ENGINEERING CORPORATION

**Administrator:  
Name (Individual / Corporation)**

GEOFFREY  
LEIGH  
ZALDIN

**Address**

149 DOLOMITE DRIVE

TORONTO  
ONTARIO  
CANADA M3J 2N1

**Date Began**

1995/05/08

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

**Administrator:  
Name (Individual / Corporation)**

GEOFFREY  
ZALDIN

**Address**

211 WILSON AVE

Suite # 1A  
NORTH YORK  
ONTARIO  
CANADA M5M 3A9

**Date Began**

1995/05/08

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

Request ID: 007096246  
Transaction ID: 26527386  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1130334

**Corporation Name**

CONSTRUX ENGINEERING CORPORATION

**Administrator:**

**Name (Individual / Corporation)**

GEOFFREY

ZALDIN

**Address**

211 WILSON AVE

Suite # 1A  
NORTH YORK  
ONTARIO  
CANADA M5M 3A9

**Date Began**

1995/05/08

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

**Administrator:**

**Name (Individual / Corporation)**

GEOFFREY

ZALDIN

**Address**

211 WILSON AVE

Suite # 1A  
NORTH YORK  
ONTARIO  
CANADA M5M 3A9

**Date Began**

1995/05/08

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Request ID: 007096246  
Transaction ID: 26527386  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
Page: 5

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1130334

**Corporation Name**

CONSTRUX ENGINEERING CORPORATION

**Administrator:**

**Name (Individual / Corporation)**

GEOFFREY  
ZALDIN

**Address**

211 WILSON AVE  
Suite # 1A  
NORTH YORK  
ONTARIO  
CANADA M5M 3A9

**Date Began**

1995/05/08

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Request ID: 007096246  
Transaction ID: 26527386  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:29:23  
Page: 6

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1130334

**Corporation Name**

CONSTRUX ENGINEERING CORPORATION

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CIA	ANNUAL RETURN	1C	2003/10/11

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.**

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096226  
Transaction ID: 26527368  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:28:14  
Page: 1

## LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

**Ontario Corporation Number**  
1194191

**CORPORATION NAME**  
CANADIAN COMPUTER RECYCLERS INC.

<b>REGISTRATION DATE</b>	<b>BUSINESS NAME</b>	<b>EXPIRY DATE</b>	<b>BUSINESS ID NUMBER</b>
------------------------------	--------------------------	------------------------	-------------------------------

**NO CURRENT BUSINESS NAMES ON FILE!**

**THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.



Request ID: 007096224  
Transaction ID: 26527367  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:28:13  
Page: 1

## CORPORATION DOCUMENT LIST

### Ontario Corporation Number

1194191

### Corporation Name

CANADIAN COMPUTER RECYCLERS INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CTA	DEFAULT CORP TAX ACT	CT	2005/04/25
CIA	ANNUAL RETURN PAF: ZALDIN, BARB	1C	2003/06/29
CIA	ANNUAL RETURN PAF: ZALDIN, BARB	1C	2003/04/16
CIA	ANNUAL RETURN PAF: ZALDIN, BARB	1C	2003/01/05
CIA	CHANGE NOTICE PAF: ZALDIN, BARB	1	2002/11/26
BCA	ARTICLES OF AMENDMENT	3	1999/06/07
BCA	ARTICLES OF INCORPORATION	1	1996/08/08

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.

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The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1194191	CANADIAN COMPUTER RECYCLERS INC.	1996/08/08
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	CANCELLATION PROCESS-C.T.	NOT AVAILABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
149 DOLOMITE DRIVE	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
TORONTO ONTARIO CANADA M3J 2N1	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		2005/05/07
149 DOLOMITE DRIVE	Revival Date	Continuation Date
	NOT APPLICABLE	NOT AVAILABLE
TORONTO ONTARIO CANADA M3J 2N1	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Ceased
	Minimum	Maximum
	00001	00010
Activity Classification	Date Commenced in Ontario	Date Ceased in Ontario
NOT AVAILABLE	NOT APPLICABLE	NOT APPLICABLE

Request ID: 007096219  
Transaction ID: 26527366  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:28:14  
Page: 2

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

**Corporation Name**

1194191

CANADIAN COMPUTER RECYCLERS INC.

**Corporate Name History**

**Effective Date**

CANADIAN COMPUTER RECYCLERS INC.

1999/06/07

1194191 ONTARIO INC.

1996/08/08

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

YES - SEARCH REQUIRED FOR DETAILS

**Administrator:**

**Name (Individual / Corporation)**

**Address**

GEOFFREY

149 DOLOMITE DRIVE

ZALDIN

TORONTO  
ONTARIO  
CANADA M3J 2N1

**Date Began**

**First Director**

2000/08/08

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

DIRECTOR

Y

Request ID: 007096219  
Transaction ID: 26527366  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:28:14  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1194191

**Corporation Name**

CANADIAN COMPUTER RECYCLERS INC.

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CTA	DEFAULT CORP TAX ACT	CT	2005/04/25

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.**

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096278  
Transaction ID: 26527464  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:32:45  
Page: 1

## LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

**Ontario Corporation Number**  
1376604

**CORPORATION NAME**  
G&C MARKETING SERVICES INC.

<b>REGISTRATION DATE</b>	<b>BUSINESS NAME</b>	<b>EXPIRY DATE</b>	<b>BUSINESS ID NUMBER</b>
------------------------------	--------------------------	------------------------	-------------------------------

**NO CURRENT BUSINESS NAMES ON FILE!**

**THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096272  
Transaction ID: 26527463  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:32:44  
Page: 1

## CORPORATION DOCUMENT LIST

**Ontario Corporation Number**

1376604

**Corporation Name**

G&C MARKETING SERVICES INC.

<b>ACT/CODE</b>	<b>DESCRIPTION</b>	<b>FORM</b>	<b>DATE (YY/MM/DD)</b>
CIA	CHANGE NOTICE PAF: ZALDIN, BARB	1	2002/11/26
BCA	ARTICLES OF INCORPORATION	1	1999/09/24

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.

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The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096271  
Transaction ID: 26527462  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:32:44  
Page: 1

# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
1376604	G&C MARKETING SERVICES INC.	1999/09/24
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
149 DOLOMITE DRIVE		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Revival Date</b>
149 DOLOMITE DRIVE		NOT APPLICABLE
		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE
<b>Activity Classification</b>	<b>Number of Directors</b>	
NOT AVAILABLE	<b>Minimum</b> <b>Maximum</b>	
	00001      00009	

Request ID: 007096271  
Transaction ID: 26527462  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:32:44  
Page: 2

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>
1376604	G&C MARKETING SERVICES INC.

<b>Corporate Name History</b>	<b>Effective Date</b>
G&C MARKETING SERVICES INC.	1999/09/24

<b>Current Business Name(s) Exist:</b>	NO
<b>Expired Business Name(s) Exist:</b>	NO

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
GEOFFREY COHEN	211 WILSON AVE  Suite # 1A NORTH YORK ONTARIO CANADA M5M 3A9

<b>Date Began</b>	<b>First Director</b>	
1999/09/24	YES	
<b>Designation</b>	<b>Officer Type</b>	<b>Resident Canadian</b>
DIRECTOR		Y



Request ID: 007096271  
Transaction ID: 26527462  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:32:44  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1376604

**Corporation Name**

G&C MARKETING SERVICES INC.

**Administrator:**

**Name (Individual / Corporation)**

GEOFFREY

ZALDIN

**Address**

149 DOLOMITE DRIVE

TORONTO  
ONTARIO  
CANADA M3J 2N1

**Date Began**

2000/11/22

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

Request ID: 007096271  
Transaction ID: 26527462  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:32:44  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1376604

**Corporation Name**

G&C MARKETING SERVICES INC.

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CIA	CHANGE NOTICE	1	2002/11/26

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.**

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007094103  
Transaction ID: 26521190  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 10:17:51  
Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1380023	NIAGARA TOURS INC.	1999/10/18
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
5925 AIRPORT RD		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
MISSISSAUGA		New Amal. Number
ONTARIO		NOT APPLICABLE
CANADA L4V 1W1		Notice Date
		NOT APPLICABLE
Mailing Address		Letter Date
		NOT APPLICABLE
149 DOLOMITE DRIVE		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
TORONTO		Transferred Out Date
ONTARIO		NOT APPLICABLE
CANADA M3J 2N1		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	Date Ceased
		in Ontario
Activity Classification	00001	00010
NOT AVAILABLE		NOT APPLICABLE
		NOT APPLICABLE

Request ID: 007094103  
Transaction ID: 26521190  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 10:17:51  
Page: 2

## CORPORATION PROFILE REPORT

Ontario Corp Number

1380023

Corporation Name

NIAGARA TOURS INC.

Corporate Name History

NIAGARA TOURS INC.

Effective Date

1999/10/18

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

GEOFFREY

ZALDIN

Address

149 DOLOMITE DRIVE

TORONTO  
ONTARIO  
CANADA M3J 2N1

Date Began

2000/01/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 007094103  
Transaction ID: 26521190  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 10:17:51  
Page: 3

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1380023

NIAGARA TOURS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2002/11/28

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch

Request ID: 007096256  
Transaction ID: 26527407  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:30:22  
Page: 1

## LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

**Ontario Corporation Number**  
1444043

**CORPORATION NAME**  
ART IN MOTION CONVERSIONS LTD.

<b>REGISTRATION DATE</b>	<b>BUSINESS NAME</b>	<b>EXPIRY DATE</b>	<b>BUSINESS ID NUMBER</b>
------------------------------	--------------------------	------------------------	-------------------------------

**NO CURRENT BUSINESS NAMES ON FILE!**

**THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.**

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096255  
Transaction ID: 26527406  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:30:20  
Page: 1

## CORPORATION DOCUMENT LIST

**Ontario Corporation Number**

1444043

**Corporation Name**

ART IN MOTION CONVERSIONS LTD.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
BCA	ARTICLES OF AMENDMENT	3	2005/01/18
CIA	ANNUAL RETURN PAF: ZALDIN, BARB	1C	2003/06/29
CIA	CHANGE NOTICE PAF: ZALDIN, BARB	1	2002/11/27
BCA	ARTICLES OF INCORPORATION	1	2000/10/06

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The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 007096252  
Transaction ID: 26527405  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:30:21  
Page: 1

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
1444043	ART IN MOTION CONVERSIONS LTD.	2000/10/06
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
149 DOLOMITE DRIVE		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Revival Date</b>
149 DOLOMITE DRIVE		NOT APPLICABLE
		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE
		<b>Number of Directors</b>
		<b>Minimum</b>
		<b>Maximum</b>
		00001
		00011
<b>Activity Classification</b>		
NOT AVAILABLE		



Request ID: 007096252  
Transaction ID: 26527405  
Category ID: UN/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2005/05/13  
Time Report Produced: 15:30:21  
Page: 2

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1444043

ART IN MOTION CONVERSIONS LTD.

Corporate Name History

Effective Date

ART IN MOTION CONVERSIONS LTD.

2005/01/18

THE CLASSIC CAR STORE INC.

2000/10/06

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Last Document Recorded

Act/Code Description

Form

Date

BCA ARTICLES OF AMENDMENT

3

2005/01/18

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.**

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The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

This is Exhibit "G" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

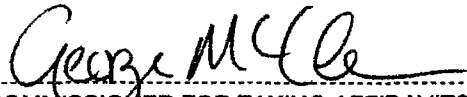
*George McClean*

-----  
A COMMISSIONER FOR TAKING AFFIDAVITS

*George McClean*

#	COMPANY NAME	VIN #	EXPORTED	COUNTRY
1	CONSTRUX ENGINEERING	I DON'T HAVE ANY VIN'S FOR THIS ONE		
2	CANADIAN COMPUTER RECYCLERS	1GCFG15R2X1108241		NO WARRANTY
2	CANADIAN COMPUTER RECYCLERS	1GCFG15R6X1107996		NO WARRANTY
2	CANADIAN COMPUTER RECYCLERS	1GCFG15R6X1108761		NO WARRANTY
2	CANADIAN COMPUTER RECYCLERS	1GCFG15R7X1108283		NO WARRANTY
2	CANADIAN COMPUTER RECYCLERS	2GCEK19T9Y1144181		NO WARRANTY
3	G&C MARKETING SERVICES	1GCFG15R5Y1171805	Apr-00	JAPAN
3	G&C MARKETING SERVICES	1GKFK66U51J257799	Aug-01	JAPAN
3	G&C MARKETING SERVICES	1GCFG15R9Y1173511		NO WARRANTY
3	G&C MARKETING SERVICES	1GCFG15R7Y1169411		NO WARRANTY
3	G&C MARKETING SERVICES	1GCFG15R1Y1172854		NO WARRANTY
3	G&C MARKETING SERVICES	1GNFG15R6Y1191939		NO WARRANTY
3	G&C MARKETING SERVICES	1GNFG15R8Y1193997		NO WARRANTY
3	G&C MARKETING SERVICES	1GNDM19X53B104690		NO WARRANTY
3	G&C MARKETING SERVICES	1GNDM19X73B103458		NO WARRANTY
4	NIAGARA TOURS INC	1GKDM19W2YB523530	Mar-00	JAPAN
4	NIAGARA TOURS INC	1GKDM19W4YB523528	Mar-00	JAPAN
4	NIAGARA TOURS INC	1GKDM19W9YB523475	Apr-00	JAPAN
4	NIAGARA TOURS INC	1GKDM19WXYB523517	May-00	JAPAN
5	THE CLASSIC CAR STORE	1GKFK66U32J245118	Jul-02	JAPAN
5	THE CLASSIC CAR STORE	1GCDL19XX2B145519	Mar-03	SWEDEN
5	THE CLASSIC CAR STORE	3GNEK13T22G223139		NO WARRANTY
5	THE CLASSIC CAR STORE	1GNFK16Z92J275466		NO WARRANTY
5	THE CLASSIC CAR STORE	3GNFK16Z52G296834		NO WARRANTY
5	THE CLASSIC CAR STORE	1GCHK29192E293195		NO WARRANTY
5	THE CLASSIC CAR STORE	1GNEK13Z72R281834		NO WARRANTY
5	THE CLASSIC CAR STORE	1GCHK29152E295705		NO WARRANTY
5	THE CLASSIC CAR STORE	1GCHK29192E294864		NO WARRANTY
5	THE CLASSIC CAR STORE	1GCHK29162E295132		NO WARRANTY
5	THE CLASSIC CAR STORE	1GCHK29112E294602		NO WARRANTY
5	THE CLASSIC CAR STORE	1GBGG29R621201393		NO WARRANTY
5	THE CLASSIC CAR STORE	1GCHG35R521237166		NO WARRANTY
6	CENTURY CONCRETE	3GNEK13T22G292378	Jun-02	NETHERLANDS
6	CENTURY CONCRETE	1GTHK23182F207331	Aug-02	NETHERLANDS

This is Exhibit "H" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.



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A COMMISSIONER FOR TAKING AFFIDAVITS





http://ewconsumers.omvic.on.ca/publicsearch/dealer\_search.asp

omvic

order to search for registered dealers and salespersons. If you prefer to use Netscape Navigator, you need to have version 6. These searches will not run on Netscape Navigator version 4 browser.

[Search Home](#)

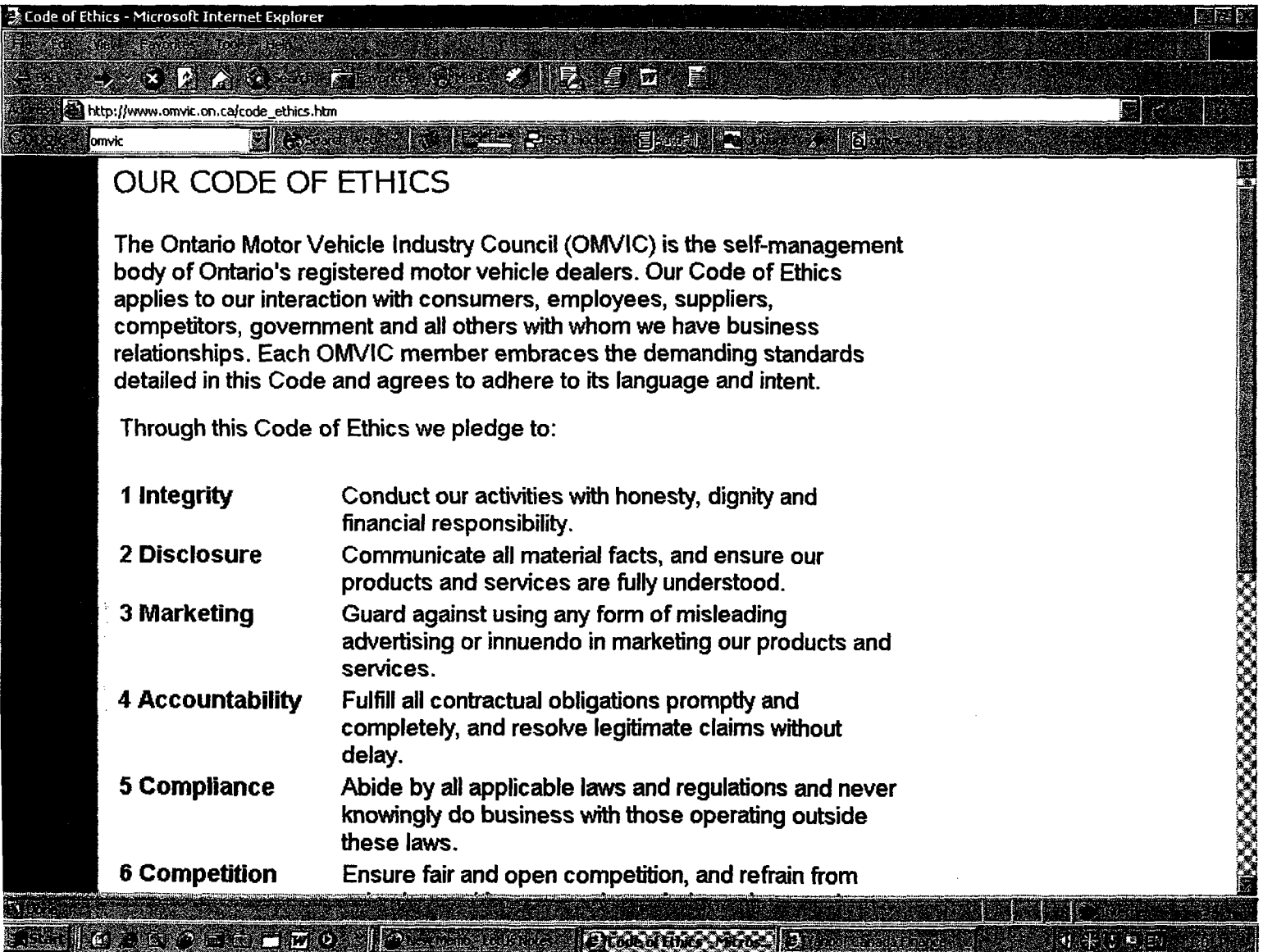
**SEARCH FOR DEALERS** [Back to Search Form](#)

If a record interestes you, click on the dealer's legal name to see a list of Individuals registered under that particular dealership. If you find duplicate names under different locations you are looking at a dealership and a branch. All salespeople for both will show as registered under the head office. If you click on the postal code a new window showing a map with the dealer's location will open.

Status	Exp. Date	Legal Name O/A Business Name	Type	Address	Phone
TERMINATED		<u><a href="#">CONSTRUX ENGINEERING CORPORATION</a></u> O/A LEASE 4 LESS	Retail	149 DOLOMITE DR B TORONTO ON M3J2V1 CA	416.410.5396

[\[Home\]](#) [\[Parent Page\]](#)





This is Exhibit "I" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

*George McClean*

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A COMMISSIONER FOR TAKING AFFIDAVITS

*George McClean*

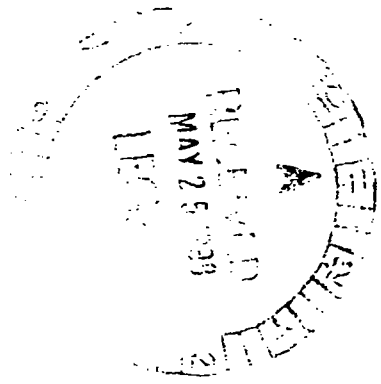


Industrie Canada	Industry Canada
Directeur des enquêtes et recherches	Director of Investigation and Research
Bureau de la concurrence	Competition Bureau
Place du Portage I 50 Victoria Hull, Québec K1A 0C9	Place du Portage I 50 Victoria Street Hull, Québec K1A 0C9

Télécopieur-Facsimile  
(819) 953-8546  
Téléphone-Telephone  
(819) 997-1209

cc George  
kan

MAY 22 1998



Mr. Neil J. Macdonald  
Vice President and General Counsel  
General Motors of Canada Limited  
1908 Colonel Sam Drive  
Oshawa, Ontario  
L1H 8P7


Dear Mr. Macdonald:

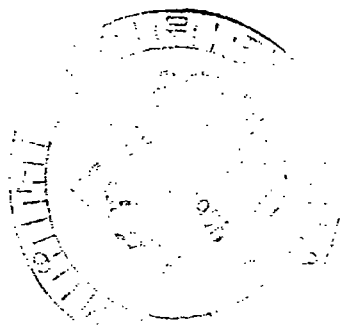
I am writing to formally advise you of the discontinuance of two inquiries under the *Competition Act* that were concerned with alleged anti-competitive conduct by General Motors of Canada Limited in restricting exports of new vehicles. One was commenced on April 24, 1986 following receipt of an application under section 7 of the *Combines Investigation Act*. The other was commenced on September 12, 1986 following receipt of an application under section 9 of the *Competition Act*.

Pursuant to subsection 22(2) of the *Competition Act*, the Minister of Industry Canada has been informed in writing of the discontinuances. If, in the Minister's opinion the circumstances warrant, he may, under subsection 22(4) of the *Act*, instruct the Director to make further inquiry. I am merely drawing this provision to your attention as per our usual practice.

Should have any questions in regard to the foregoing, please do not hesitate to contact my office.

Yours sincerely,

  
André Lafond  
Deputy Director of Investigation  
and Research  
(Civil Matters Branch)



Canada



This is Exhibit "J" referred to in the affidavit of Paul Risebrough sworn before me, this 19<sup>th</sup> day of May, 2005.

*George McClean*

A COMMISSIONER FOR TAKING AFFIDAVITS

*George McClean*

CANADIAN VEHICLE MANUFACTURERS' ASSOCIATION, 170 ATTWELL DRIVE, SUITE 400, ETOBICOKE, ONTARIO, CANADA M9W 6Z5

Telephone 416-364-9333

Fax 416-367-3221

RETAIL DEALER OUTLETS: CVMA and AIAMC

Issued March 10, 2005

As of 31 December 2004

Page 1

COMPANY	BC	AL	SA	MA	ON	QU	NB	NS	PE	NF	CDA
CHRYSLER	51	63	27	22	174	109	15	18	3	6	488
FORD	53	69	36	24	167	89	12	18	2	7	477
FREIGHTLINER	7	7	2	2	20	11	2	1	0	1	53
GENERAL MOTORS	71	88	46	35	266	151	23	25	3	15	723
SATURN SAAB	6	7	2	2	23	17	2	2	1	1	63
INT'L TRUCK	8	12	3	2	33	23	6	3	0	2	92
JAGUAR	4	2	1	1	11	4	0	1	0	1	25
LAND ROVER	3	2	1	1	9	4	0	1	0	1	22
MACK	5	5	4	1	12	5	2	1	0	0	35
KENWORTH	17	7	3	1	15	12	1	1	0	1	58
PETERBILT	4	5	3	2	7	4	2	1	0	0	28
STERIJNG	14	6	3	2	18	16	3	1	1	1	65
VOLVO	6	2	1	1	18	12	1	1	0	1	43
VOLVO TRUCKS	8	5	2	1	14	10	3	1	0	1	45
WESTERN STAR	10	6	2	1	16	11	3	1	0	1	51
<b>CVMA MFRS' TOTAL</b>	<b>267</b>	<b>286</b>	<b>136</b>	<b>98</b>	<b>803</b>	<b>478</b>	<b>75</b>	<b>76</b>	<b>10</b>	<b>39</b>	<b>2268</b>
BMW	5	3	2	1	17	7	0	1	0	0	36
MINI	3	1	2	1	9	3	0	1	0	0	20
ACURA	7	4	2	1	18	12	1	1	0	1	47
HONDA	31	15	6	6	70	62	7	9	2	4	212
HYUNDAI	17	7	2	2	51	56	7	9	1	5	157
KIA	15	10	3	3	50	48	6	8	1	5	149
MAZDA	20	11	2	5	51	55	6	6	1	3	160
MERCEDES-DENZ	9	4	2	1	22	9	1	1	0	1	50
MITSUBISHI	5	4	2	1	19	16	2	0	1	1	51
INFINITI	5	2	1	1	13	6	0	1	0	0	29
NISSAN	19	12	3	4	50	47	4	5	1	1	146
PORSCHE	2	2	0	1	3	3	0	0	0	0	11
SUBARU	17	8	2	1	29	25	4	6	1	1	94
SUZUKI	10	4	2	1	23	36	3	1	1	2	83
LEXUS	5	2	2	1	12	5	0	1	0	0	28
TOYOTA	35	18	6	7	74	67	9	10	2	5	231
AUDI	5	2	1	1	16	7	1	1	0	1	35
VOLKSWAGEN	17	9	3	2	49	45	4	6	1	1	137
<b>AIAMC MFRS' TOTAL</b>	<b>227</b>	<b>116</b>	<b>43</b>	<b>40</b>	<b>576</b>	<b>509</b>	<b>55</b>	<b>67</b>	<b>12</b>	<b>31</b>	<b>1676</b>
<b>CVMA/AIAMC TOTAL</b>	<b>494</b>	<b>402</b>	<b>179</b>	<b>138</b>	<b>1379</b>	<b>987</b>	<b>130</b>	<b>143</b>	<b>22</b>	<b>70</b>	<b>3944</b>

cc: Network Planning Dept.  
 Dan O'Neill  
 Francis Lorusso  
 Tom McKnown