File No. CI 25-01-53857

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: **THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c.B-3, AS AMENDED AND SECTION 55 OF *THE KING'S BENCH ACT*, C.C.S.M. c.C280**

BETWEEN:

NATIONAL BANK OF CANADA

Applicant,

-and-

10047277 MANITOBA LTD. AND LONGVIEW LOGISTICS LTD.

Respondents.

FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED

October 29, 2026

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INTRODUCTION

1. On October 1, 2025, National Bank of Canada ("**NBC**" or the "**Applicant**") made an application to the Court of King's Bench for Manitoba (the "**Court**") seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the "**BIA**") and section 55 of the *King's Bench Act*, C.C.S.M. c. C280, to appoint BDO Canada Limited ("**BDO**") as receiver (the "**Receiver**"), without security, of twenty-one (21) Vanguard trailers (the "**Vanguard Trailers**") leased to 10047277 Manitoba Ltd. ("**7277 MB Ltd.**") and Longview Logistics Ltd. ("**Longview**", and together with 7277 MB Ltd., the "**Debtors**" or the "**Companies**") acquired for or used in relation to the business carried on by the Companies. At the request of counsel for the Debtors, the Honourable Justice Grammond adjourned the application with a comeback date of October 8, 2026.

2. On October 8, 2026 (the "**Date of Receivership**"), the Honourable Justice Grammond signed an order (the "**Receivership Order**") appointing BDO as Receiver in respect of the Vanguard Trailers.

3. A copy of the Receivership Order (which includes a listing of the Vanguard Trailers appended as Schedule A), attached hereto as **Appendix A**, and other information regarding the receivership proceedings can be accessed on the Receiver's website at https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/longview.

4. The Receivership Order provides, *inter alia*, for the following:

   (a) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements, both before and after the making of the Receivership Order, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any

Person (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA;

(b) The Receiver and its legal counsel shall pass its accounts from time to time; and

(c) The Receiver is expressly empowered and authorized to (amongst other powers):

(i) Take and maintain possession and control of the Vanguard Trailers, and to market and sell the Vanguard Trailers (without the approval of the Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000); and

(ii) Borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 or such greater amount as the Court may by further Order authorize (the "**Borrowing Facility**").

5. This report constitutes the first report of the Receiver (the "**First Report**"), and is being filed to inform the Court as to the following:

(a) The activities of the Receiver since the Date of Receivership;

(b) Charges, security interests, and encumbrances registered against the Vanguard Trailers; and

(c) The settlement agreement reached between NBC and the Debtors (the "**Settlement Agreement**").

6. Furthermore, this First Report, along with the Confidential Supplement to the First Report dated October 29, 2026 (the "**Confidential Supplement**") are being filed in support of the Receiver's motion to this Honourable Court on November 9, 2026, seeking the following:

(a) Approval of the First Report and the reported actions of the Receiver since the Date of Receivership in respect of administering these receivership proceedings, including

approval of the Receiver's Statement of Receipts and Disbursements for the period October 8, 2025 to October 27, 2026;

(b) Approval of the Settlement Agreement;

(c) Approval of the Proposed Distribution (as defined below);

(d) Approval of the Receiver's Holdback (as defined below) to complete the within motion and to finalize the receivership proceedings;

(e) Approval of the payment of any amounts remaining from the Receiver's Holdback to NBC on account of the priority of the NBC Security up to the amount of the NBC Indebtedness (all as defined below);

(f) Approval of the fees and disbursements of the Receiver and its legal counsel, including the Estimated Receiver Fees and the Estimated Legal Fees (both as defined below);

(g) An Order sealing the Confidential Supplement in the Court file given the commercial sensitivity of the information detailed therein; and

(h) An Order providing for the discharge of the Receiver.

TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Companies, and discussions with management of the Companies ("**Management**"), interested parties, and the stakeholders of the Companies.

8. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this First Report may not disclose all significant matters about the Companies. Additionally, none of the Receiver's procedures were intended to disclose

defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.

9. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

10. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

11. 7277 MB Ltd. is a private company incorporated under the laws of the Province of Manitoba on September 19, 2019, with Rajbir Dhaliwal ("**R. Dhaliwal**") appointed as director and Vice-President, Mandeep Singh Sandhu ("**M. Sandhu**") appointed as director and Treasurer, Reshman Singh Sandhu ("**R. Sandhu"**) appointed as director and President, and Gurmeet Singh Toor ("**G. Toor**") appointed as director and Secretary.

12. Longview is a private company incorporated under the laws of the Province of Manitoba on November 2, 2015, with M. Sandhu appointed as the sole director and Secretary, R. Dhaliwal appointed as President, R. Sandhu appointed as Vice-President, and G. Toor appointed as Vice-President.

13. As detailed in the Affidavit of Christopher Cameron dated September 25, 2025 (the "**Cameron Affidavit**"), at all material times, 7277 MB Ltd. and Longview operated a transportation and logistics business in Canada and the United States, with the head office located at 13 Raynham Drive, Centreport, Manitoba (the "**Premises**").

14. NBC is the principal secured lender to 7277 MB Ltd. (and Longview as guarantor) in respect of the Vanguard Trailers and holds various first ranking security positions (the

"**NBC Security**") in respect of same. As detailed in the Cameron Affidavit, as at May 9, 2025, NBC was owed approximately $1.8 million (the "**NBC Indebtedness**"), plus legal fees, costs, and expenses from 7277 MB Ltd. and Longview, with interest continuing to accrue thereon.

Possession and Control of the Vanguard Trailers

15. On the Date of Receivership, the Receiver attended at the Premises and met with R. Dhaliwal and M. Sandhu. Consistent with the disclosure in the Cameron Affidavit, R. Dhaliwal and M. Sandhu continued to maintain the position that the Companies were no longer in possession of the Vanguard Trailers, as the Vanguard Trailers were previously repossessed by NBC. As such, the Receiver was unable to take possession and control of the Vanguard Trailers on the Date of Receivership.

16. Given the Receiver's limited scope appointment, no further security or preservation activities were undertaken at the Premises as the Vanguard Trailers could not be located onsite.

ACTIVITIES OF THE RECEIVER

17. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Vanguard Trailers:

    (a) Attended onsite at the Premises on the Date of Receivership to meet with R. Dhaliwal and M. Sandhu;

    (b) Corresponded with Samsara, the third-party entity believed to be the provider of global positioning system ("**GPS**") fleet tracking services to Longview;

    (c) Corresponded with the Royal Canadian Mounted Police (the "**RCMP**") to have the Vanguard Trailers listed as "potentially stolen" vehicles in the Canadian Police Information Centre ("**CPIC**") database;

    (d) Corresponded with Manitoba Public Insurance ("**MPI**") and requested all available details in respect of the Vanguard Trailers;

(e) Corresponded with Central Collection Service Ltd. ("**CCS**"), the bailiff previously engaged by NBC prior to the appointment of the Receiver;

(f) Corresponded with R. Dhaliwal, M. Sandhu, and the Companies' legal counsel(s), Herr Law Group and D'Arcy Deacon LLP ("**DDL**");

(g) Completed statutory reporting and notice requirements under the BIA;

(h) Corresponded with McDougall Auctioneers Ltd. ("**McDougall**") in respect of the potential value of the Vanguard Trailers;

(i) Reviewed various settlement proposals presented by the Companies to NBC, and corresponded with NBC in respect of same; and

(j) Prepared, reviewed, and finalized this First Report and the Confidential Supplement.

LOCATED TRAILER

18. On or about November 19, 2025, the Receiver was contacted by Texas Highway Patrol ("**THP**") Trooper Doug Acker who advised that one of the Vanguard Trailers (bearing vehicle identification number ("**VIN**") 5V8VC5321PM307989) was located and seized (the "**Seized Unit**") east of Amarillo, Texas. At the time of the seizure, the Seized Unit had U.S. license plates and a modified VIN. The THP was able to validate the correct VIN with the assistance of the trailer manufacturer, Vanguard.

19. The THP contacted the Receiver as the Seized Unit was identified as being "potentially stolen" when the VIN was searched (as a result of the CPIC registration), and was looking to advise the Receiver that a court hearing in Texas would be scheduled to determine ownership of the Seized Unit. At the same time the THP advised that the court hearing had not been scheduled as the Seized Unit was related to a broader investigation being undertaken by THP and other law enforcement agencies.

20. In mid-September 2026, the THP advised the Receiver that the Seized Unit could finally be released, and that the Seized Unit was located at a wrecker in Amarillo, Texas. The THP further advised that the broader investigation was ongoing, and that no further

information could be shared with the Receiver.

21. As further detailed below, given the pending Settlement Agreement and the timing of when the Receiver was advised by the THP of the release of the Seized Unit, the Receiver has not attempted to recover and realize on the Seized Unit given the limited expected net recoveries to the estate and the potential impact on the Settlement Agreement.

SETTLEMENT AGREEMENT

22. As further detailed in the Confidential Supplement, on March 4, 2026, the Receiver and its legal counsel, Fillmore Riley LLP ("**Fillmore**"), met with M. Sandhu and DDL, the Companies' legal counsel, to discuss the ongoing receivership proceedings, the impact that the proceedings were having on Longview's continued operations, and whether the Receiver believed that NBC may have an interest in settling the NBC Indebtedness to end the proceedings and have the Receiver discharged. As the Receiver was not in a position to negotiate any settlement on behalf of NBC, the Receiver suggested that DDL correspond with Pitblado LLP ("**Pitblado**"), NBC's legal counsel, to further discuss same.

23. During the period of April 1, 2026 to July 2, 2026, various settlement discussions were held between NBC, the Companies, and the Receiver. On July 3, 2026, a final settlement arrangement (the "**Settlement Agreement**") was reached, with funds to be paid in trust to Fillmore on or before October 13, 2026, premised on the following:

    (a) The Receiver obtain a court order approving the Settlement Agreement, the distribution of the Settlement Funds (as defined in the Confidential Supplement) to NBC, and the discharge of the Receiver (the "**Distribution and Discharge Order**");

    (b) Subject to issuance of the Distribution and Discharge Order, and upon receipt of the Settlement Funds from the Receiver, NBC shall provide 7277 MB Ltd. and Longview with a Notice of Discontinuance of the filed statement of claim, without costs, with prejudice;

    (c) NBC shall discharge all of its security registrations against 7277 MB Ltd.,

Longview, and any individual who has provided a personal guarantee; and

(d) NBC, 7277 MB Ltd., and Longview shall exchange mutual full and final releases of liability, in a form acceptable to the parties.

24. As further detailed in the Confidential Supplement, on October 13, 2026, Fillmore received letter correspondence from DDL, a redacted copy of which is attached hereto as **Appendix B**, along with the Settlement Funds. The Receiver is recommending the Cout approve the Settlement Agreement based on the following:

(a) Only one (1) of the Vanguard Trailers has been located to-date, and the net realizations from same are not expected to exceed the amounts to be recovered by NBC under the Settlement Agreement;

(b) Even if all the Vanguard Trailers were located, recovered, and sold, based on estimated realizations provided by McDougall further detailed below, the Settlement Funds exceed same; and

(c) NBC is the primary secured creditor in respect of the Vanguard Trailers, and NBC is supportive of the Settlement Agreement, despite not fully recovering the NBC Indebtedness.

VANGUARD TRAILERS VALUATION

25. In order to assist with settlement discussions between NBC and the Companies, on April 7, 2026, the Receiver corresponded with McDougall to ascertain the estimated liquidation value of the Vanguard Trailers if all the units were located and taken to auction. McDougall advised that the Vanguard Trailers were most likely worth between $20,000 and $25,000 per unit, which would equate to approximately $420,000 to $525,000 in the aggregate.

26. On April 18, 2026, the Receiver was advised by Pitblado that CCS had previously seized four (4) other Vanguard trailers in the possession of the Companies, which were sold by McDougall in January 2024, as summarized below (collectively, the "**Sold Units**"), and further detailed in **Appendix C**:

(a) 5V8VC5322PM307967 - $41,000

(b) 5V8VC5328PM307973 - $40,800

(c) 5V8VC5320PM307983 - $40,800

(d) 5V8VC5328PM307990 - $40,700

27. On average the Sold Units realized approximately $40,825 per unit. Assuming the Vanguard Trailers could realize the January 2024 values, the aggregate proceeds would approximate $857,325.

28. Given the material change in estimated value from January 2024 to April 2026, on April 21, 2026, the Receiver followed up with McDougall to confirm that dry van trailer values had dropped by approximately $15,000 to $20,000 per unit since January 2024. McDougall responded that same day advising that "*Unfortunately, van trailers have significantly decreased in value due to the ongoing tariffs implemented in 2025. $15,000-$20,000 may be conservative but the trailers won't sell for $40,000 either*". The Receiver's correspondence with McDougall is attached hereto as **Appendix D**.

29. Given the above, the estimated range in values for the Vanguard Trailers approximates $420,000 to $857,325 (the "**Value Range**"), assuming the Vanguard Trailers could all be located and taken to auction. As detailed in the Settlement Agreement, attached to the Confidential Supplement as Appendix A, the Settlement Funds exceed the Value Range.

PRIORITY CREDITOR CLAIMS AND PROPOSED DISTRIBUTION

30. On October 28, 2026, the Receiver received a written opinion (the "**Security Opinion**") from its independent legal counsel opining that the NBC Security (i.e. *The Personal Property Security Act* (Manitoba) registrations) is valid and enforceable. The Security Opinion did not identify any other registrations against the Vanguard Trailers.

31. As the Companies are continuing to operate, and presumably satisfy other potential priority claims in the ordinary course of business (i.e. Canada Revenue Agency ("**CRA**"), Government of Manitoba Department of Finance Taxation Division, etc.), and the

Receiver's appointment was limited to the Vanguard Trailers which are owned by NBC and leased to the Companies, the Receiver is not aware of any creditors that may have a priority interest in the Settlement Funds ahead of NBC. Further, on October 20, 2025, the Department of Justice Canada confirmed that CRA did not have a priority deemed trust interest in the Vanguard Trailers or any proceeds therefrom.

32. Accordingly, the Receiver is recommending that the Settlement Funds be paid to NBC on account of the NBC Security (the "**Proposed Distribution**") up to the value of the NBC Indebtedness, subject to holding back sufficient Settlement Funds to address the following (collectively, the "**Receiver's Holdback**"):

    (a) Repayment of the Receiver's borrowings ($25,000 plus interest);

    (b) The aggregate professional fees detailed in the Settlement Agreement as summarized below:

        (i) Estimated fees and disbursements of the Receiver ($60,435.50 inclusive of GST);

        (ii) Estimated fees and disbursements of the Receiver's legal counsel ($44,000.00 inclusive of taxes); and

        (iii) 50% of NBC's legal fees and disbursements being $72,772.31; and

    (c) Any further reserves determined to be necessary by the Receiver to conclude the receivership proceedings.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

33. Pursuant to paragraph 17 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party of interest is NBC given that they hold a priority interest over all of the Vanguard Trailers. NBC has been served with this First Report and has been provided with all invoices of the Receiver within these proceedings.

34. Attached as **Appendix E** is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period October 8, 2025 to October 18, 2026. BDO's accounts total $32,369 in fees and disbursements, inclusive of GST. The Receiver estimates that its fees and disbursements incurred subsequent to October 19, 2026, to finalize this First Report and the Confidential Supplement, to prepare for and attend the November 9, 2026 hearing, and to finalize the Receiver's discharge will approximate $25,000 (plus GST) (the "**Estimated Receiver Fees**").

35. The fees charged by the BDO are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by BDO in these proceedings for invoices issued to date is $520 per hour. The rates charged by BDO are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.

36. The Receiver is of the view that BDO's fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.

37. Attached as **Appendix F** is a summary of the Receiver's legal counsel's invoice for fees and disbursements incurred during the course of the proceedings for the period September 26, 2025 to October 14, 2026. The accounts total $6,528 in fees and disbursements inclusive of RST and GST. Fillmore estimates that its fees and disbursements incurred subsequent to October 14, 2026, to prepare for and attend the November 9, 2026 hearing, and to assist with finalizing the Receiver's discharge will approximate $30,000 (plus taxes) (the "**Estimated Legal Fees**").

38. The Receiver has reviewed the invoice rendered by its legal counsel and finds it reasonable and validly incurred in accordance with the provisions of the Receivership Order.

39. A copy of the invoice of the Receiver's legal counsel, which outlines the dates the work was completed, the description of the work completed, the length of time taken to complete

the work, and the names and rates of the individuals who completed the work, can be made available to the Court upon request.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

40. The Receiver has prepared a Statement of Receipts and Disbursements for the period October 8, 2025 to October 27, 2026 for the Companies, a copy of which is attached hereto as **Appendix G**. Total receipts were $25,081 (inclusive of the Receiver's borrowings) and total disbursements were $22,753, resulting in $2,327 being held in trust by the Receiver, excluding the Settlement Funds being held in trust with Fillmore.

41. In accordance with paragraph 19 of the Receivership Order, the Receiver borrowed $25,000 from the Court authorized Borrowing Facility to fund the receivership proceedings. The Receiver has not repaid its borrowings as at the date of this First Report.

APPROVALS SOUGHT

42. The Receiver believes that, other than completing the Proposed Distribution and concluding certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the "**Receiver's Mandate**") is substantially complete.

43. For the reasons outlined above, the Receiver respectfully requests that the Court provide an Order:

    (a) Approving all activities, actions, and proposed courses of action of the Receiver since the Date of Receivership in relation to the discharge of its duties and the Receiver's Mandate pursuant to the Receivership Order, as such actions of the Receiver are more particularly described in this First Report, including approving the Receiver's Statement of Receipts and Disbursements for the period October 8, 2025 to October 27, 2026;

    (b) Approving the Settlement Agreement as between NBC and the Companies;

    (c) Approving payment of the Proposed Distribution;

(d) Approving the Receiver's Holdback to complete the within motion and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;

(e) Approving payment of any amounts remaining from the Receiver's Holdback to NBC on account of the NBC Security up to the value of the NBC Indebtedness;

(f) Approving the fees and disbursements of the Receiver and Fillmore incurred during the proceedings, including the Estimated Receiver Fees and the Estimated Legal Fees;

(g) Sealing the Confidential Supplement in the Court file until filing of the Receiver's Discharge Certificate (as defined below);

(h) That upon payment of the Proposed Distribution, along with any amounts remaining from the Receiver's Holdback to NBC, the Receiver shall be discharged as Receiver; and

(i) That upon the Receiver filing with this Honourable Court its discharge certificate (the "**Receiver's Discharge Certificate**") confirming that the Receiver has paid the Proposed Distribution and any residual amounts remaining from the Receiver's Holdback to NBC, that BDO be discharged from any and all liability, save and except for any liability arising out of gross negligence or willful misconduct on the part of the Receiver, provided that notwithstanding such discharge:

    (i) The Receiver shall remain Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings; and

    (ii) The Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections, and stays of proceedings in favor of BDO in its capacity as Receiver; and

(j) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 29th day of October 2026.

BDO CANADA LIMITED
In its capacity as Receiver of
10047277 Manitoba Ltd. and
Longview Logistics Ltd.
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A – Receivership Order

FILED IN THE COURT OF KING'S BENCH
B. Botelho, Deputy Registrar
Thu Oct 16 2025
16:43:26 (Central Standard Time)

Doc No. 7

File No. CI 25-01-53857

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985 c. B-3, AS AMENDED AND SECTION 55 of *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

NATIONAL BANK OF CANADA,

Applicant,

- and -

10047277 MANITOBA LTD. and LONGVIEW LOGISTICS LTD.,

Respondents.

ORDER
(Appointing Receiver)

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(File No. 67687.1)

Original Court Copy

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF:	THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 OF THE COURT OF KING'S BENCH ACT, C.C.S.M. c. 280

THE HONOURABLE MADAM	)	Wednesday, the 8th day of
	)	
JUSTICE GRAMMOND	)	October, 2025

BETWEEN:

NATIONAL BANK OF CANADA,

Applicant,

-and-

10047277 MANITOBA LTD. and LONGVIEW LOGISTICS LTD.,

Respondents..

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 55(1) of *The Court of King's Bench* Act, C.C.S.M. c. C280 (the "**KB Act**") appointing BDO Canada Limited as receiver (in such capacities, the "**Receiver**") without security, of the equipment listed on Schedule "A" hereto, (the "**Vanguard Trailers**" or the **"Property**"), together with the proceeds thereof, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Affidavit of Christopher Cameron affirmed September 25, 2025 and the Affidavit of Rajbir Dhaliwal affirmed October 7, 2025 and on hearing the submissions of counsel for the Applicant and counsel for 10047277 Manitoba Ltd. and Longview Logistics Ltd. (collectively the "**Debtor**"), no one appearing for any other interested parties although duly served as appears from the Affidavit of Service of Elenore Kesterke sworn September 29, 2025, and on reading the consent of BDO Canada Limited to act as the Receiver,

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SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA, and section 55 of the KB Act, BDO Canada Limited is hereby appointed Receiver, without security, of the Vanguard Trailers.

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Vanguard Trailers and any and all proceeds, receipts and disbursements arising out of or from the Vanguard Trailers;

(b) to receive, preserve, and protect the Vanguard Trailers, or any part or parts thereof, and to enter into or onto any property or premises owned or controlled by the Debtor in furtherance of same, including, but not limited to, the changing of locks and security codes, the relocating of the Vanguard Trailers, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

Original Court Copy

(d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Vanguard Trailers;

(e) to execute, assign, issue and endorse documents of whatever nature in respect of the Vanguard Trailers, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(f) to market any or all of the Vanguard Trailers, including advertising and soliciting offers in respect of the Vanguard Trailers or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(g) to sell, convey, transfer, lease or assign the Vanguard Trailers or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000.00, provided that the aggregate consideration for all such transactions does not exceed $1,000,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), shall not be required.

(h) Notwithstanding paragraph 3(g) above, to sell (the "**Sale Transaction**") any of the Vanguard Trailers (the "**Purchased Assets**") without further approval of this Court by way of public auction or auctions (the "**Auction**") to a purchaser or purchasers (the "**Purchasers**") on the terms and conditions set out in paragraph 4 below;

(i) to apply for any vesting order or other orders necessary to convey the Vanguard Trailers or any part or parts thereof to a Purchaser thereof, free and clear of any liens or encumbrances affecting such Vanguard Trailers;

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(j) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Vanguard Trailers and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Vanguard Trailers;

(l) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor, all in relation to the Vanguard Trailers; and

(m) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

VESTING IN PURCHASER

4. THIS COURT ORDERS AND DECLARES that upon filing in court of a certificate substantially in the form attached hereto as Schedule "B" (the "**Receivers Auction Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described therein shall vest absolutely in the respective Purchaser, free and clear of any and all security interests, hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (the "**Claims**"), including without limiting the generality of the foregoing:

(i) all Charges created by this Order; and

(ii) all charges, security interests or claims evidence by registrations pursuant to the *Personal Property Security Act* (Manitoba) or any other personal property registry system;

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DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information. In obtaining, copying or distributing the Debtor's information, the Receiver shall act reasonably and in consideration of the limited scope of its appointment over the Vanguard Trailers as set out in this Order, but nothing herein shall limit the Receiver in dealing with information as it, in its discretion deems expedient.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE VANGUARD TRAILERS

9. THIS COURT ORDERS that no Proceeding against or in respect of the Vanguard Trailers shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Vanguard Trailers are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

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

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NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services in respect of the Vanguard Trailers, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver in respect of the Vanguard Trailers from and after the making of this Order from any source whatsoever whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Vanguard Trailers that might be environmentally contaminated, might

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be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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17. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to an Associate Judge of this Honourable Court.

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

FUNDING OF THE RECEIVERSHIP

19. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

23. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

24. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list (**"Service List"**) containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 25 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

25. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/longview. Service shall be deemed valid and sufficient if sent in this manner.

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GENERAL

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

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

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

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

30. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, in an amount to be approved by this Court.

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

October 8, 2025

Justice Grammond

Digitally signed by Justice Grammond
Date: 2025.10.16 16:31:41 -05'00'

J.

I, CATHERINE E. HOWDEN OF THE FIRM OF PITBLADO LLP, HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: KALEV ANNIKO OF THE FIRM FILLMORE RILEY LLP, COUNSEL FOR THE PROPOSED RECEIVER, BDO CANADA LIMITED AND SCOTT CANNON OF THE FIRM HOLLOWAY THLIVERIS LLP, COUNSEL FOR THE RESPONDENTS

AS DIRECTED BY THE HONOURABLE MADAM JUSTICE GRAMMOND.

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Schedule "A"

Year	Make/Model	Description	Serial No.
2023	Vanguard VXP	trailer	5V8VC5324PM307968
2023	Vanguard VXP	trailer	5V8VC5326PM307969
2023	Vanguard VXP	trailer	5V8VC5322PM307970
2023	Vanguard VXP	trailer	5V8VC5324PM307971
2023	Vanguard VXP	trailer	5V8VC5326PM307972
2023	Vanguard VXP	trailer	5V8VC532XPM307974
2023	Vanguard VXP	trailer	5V8VC5321PM307975
2023	Vanguard VXP	trailer	5V8VC5323PM307976
2023	Vanguard VXP	trailer	5V8VC5325PM307977
2023	Vanguard VXP	trailer	5V8VC5327PM307978
2023	Vanguard VXP	trailer	5V8VC5329PM307979
2023	Vanguard VXP	trailer	5V8VC5325PM307980
2023	Vanguard VXP	trailer	5V8VC5327PM307981
2023	Vanguard VXP	trailer	5V8VC5329PM307982
2023	Vanguard VXP	trailer	5V8VC5322PM307984
2023	Vanguard VXP	trailer	5V8VC5324PM307985
2023	Vanguard VXP	trailer	5V8VC5326PM307986
2023	Vanguard VXP	trailer	5V8VC5328PM307987
2023	Vanguard VXP	trailer	5V8VC532XPM307988
2023	Vanguard VXP	trailer	5V8VC5321PM307989
2023	Vanguard VXP	trailer	5V8VC532XPM307991

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SCHEDULE "B"
RECEIVER'S AUCTION CERTIFICATE

RECITALS

1. Pursuant to an Order (the "**Receivership Order**") of the Honourable Madam Justice Grammond of the Manitoba Court of King's Bench (the **"Court**") pronounced October 8, 2025, BDO Canada Limited was appointed the receiver (the "**Receiver**") of the Vanguard Trailers, including all proceeds thereof.

2. Pursuant to the Receivership Order, the Court authorized the Receiver to enter into the sale (the "**Sale Transaction**") of any of the Vanguard Trailers (the "**Purchased Assets**") by way of public auction or auctions (the "**Auction**") to a purchaser or purchasers (the "**Purchaser**") and ordered that upon the filing of a certificate with this Honourable Court, all the Debtor's right, title and interest in and to the Purchased Assets described therein shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests, hypothecs, mortgage, trust or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise (the "**Claims**") including, without limiting the generality of the foregoing: (i) all Charges created by the Receivership Order; and (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system.

THE RECEIVER CERTIFIES the following:

1. The Sale Transaction with respect to the Purchased Assets listed below was completed by Auction on _____:

   [LIST PURCHASED ASSETS]

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2. The Receiver has received the full amount owing under the Sale Transaction.

DATED the ___ day of _____, 2025.

BDO Canada Limited, solely in its capacity as Receiver of the Vanguard Trailers, and not in its personal capacity

Per: _____
Name:
Title:

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SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED the receiver (the "**Receiver**") of the Vanguard Trailers, including all proceeds thereof appointed by Order of The King's Bench, Winnipeg Centre (the "**Court**") dated the 8th day of October, 2025 (the **"Order"**) made in an action having Court file number 25-01-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Vanguard Trailers as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2025.

BDO CANADA LIMITED, solely in its capacity as Receiver of the Vanguard Trailers, and not in its personal capacity

Per: _____

Name:

Title:

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Appendix B – D'Arcy Deacon LLP October 13, 2026 Correspondence (Redacted)

REFERENCE NO:
130727-0003

PLEASE REPLY TO:
Gurpreet S. Kensray

DIRECT LINE:
204.975.2530

EMAIL:
gkensray@darcydeacon.com

LEGAL ASSISTANT:
Katharina Kirienko

DIRECT LINE:
204.925.5350

EMAIL:
kkirienko@darcydeacon.com

SERVICES PROVIDED BY:
D'Arcy & Deacon LLP

October 13, 2026

DELIVERED

Fillmore Riley LLP
1800 – One Lombard Place
Winnipeg, MB R3B 2A3

Attention: Kalev A. Anniko

Dear Sir:

Re: National Bank of Canada v 10047277 Manitoba Ltd., et al.
Limited Receivership Order (CI25-01-53857) – Settlement Funds

Please be advise that our office has been retained by 10047277 Manitoba Ltd. ("**1004 MB**") and Longview Logistics Ltd. ("**Longview**") in relation to the above-mentioned matter.

Further to the settlement reached between the parties on July 15, 2026 (a copy of which is attached to this letter), enclosed please find our trust cheque in the amount of [redacted] (the "**Settlement Funds**").

The Settlement Funds are delivered to you, as counsel for the Receiver, to be held in trust and not released except in accordance with the following conditions of trust and understanding:

1. The Settlement Funds shall be held in your trust account pending issuance of a Court Order approving the settlement, authorizing distribution of the Settlement Funds and discharging the Receiver (the "**Distribution and Discharge Order**");

2. Upon issuance of the Distribution and Discharge Order:

   a. National Bank of Canada ("**NBC**") shall provide you with a filed copy of the Notice of Discontinuance of its Statement of Claim (CI24-01-48005) against 10047277 Manitoba Ltd. and Longview Logistics Ltd. on a, without costs and with prejudice basis, and upon receipt you shall forward us a copy of the Notice of Discontinuance;

   b. NBC shall discharge and cause to be discharged all security registrations registered by NBC, or CWB National Leasing Inc. against 10047277 Manitoba Ltd., Longview Logistics Ltd. and any individual who has provided a personal guarantee, and you shall provide us confirmation of discharges as they become available, acting reasonably; and

   c. NBC, 10047277 Manitoba Ltd., and Longview Logistics Ltd. shall execute and exchange mutual full and final releases, in a form satisfactory to the parties, acting reasonably.

3. In the event that the Distribution and Discharge Order is not obtained, or the settlement is otherwise not completed, the Settlement Funds shall be returned to our office, unused, forthwith upon demand;

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4. Acceptance of and negotiation of the enclosed trust cheque shall constitute your undertaking to hold the Settlement Funds in accordance with these conditions of trust and understanding; and

5. You confirm to us in writing that the foregoing conditions of trust and understanding are acceptable.

In the event that you are unwilling or unable to accept the within trust conditions, the writer asks that you contact our office with a view to making alternative arrangements. If alternative arrangements cannot be made the enclosed Settlement Funds are to be returned to our office, unused, forthwith on demand.

Should you have any questions or require anything further, please do not hesitate to contact our office.

Yours truly,

D'ARCY + DEACON LLP
Per:

GURPREET S. KENSRAY
GSK/kk
Encls.

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Appendix C – McDougall Auctioneers Ltd. Settlement Statements

MCDOUGALL AUCTIONEERS LTD.
From East To West, Sell With The Best!

1-800-263-4193
payments@mcdauction.com
www.McDougallAuction.com

Settlement Statement

Contract KW78005, CANADIAN WESTERN BANK

Sale Proceeds

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Sale Proceeds	41,000.00
Less Commissions	-4,100.00
Less Invoice 01689475	-423.15
	Total Due: 36,476.85

Cheque #	**$36,476.85**

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
Saskatoon SK: 203 60th Street East, Saskatoon, SK • S7K 8C9

Brandon, MB: 640 14th Street East, Brandon, MB • R7A 7C2
Headingley, MB: 5221 Portage Ave. Headingley, MB • R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
Belledune, NB: 2471 Main Street, Belledune, NB • E8G 2J1

MCDOUGALL AUCTIONEERS LTD.
From East To West, Sell With The Best!

1-800-263-4193
payments@mcdauction.com
www.McDougallAuction.com

BILL OF SALE

Bill To:	Date:	January 24, 2024
CANADIAN WESTERN BANK c/o Pitblado LLP Winnipeg, MB R3P 0V6 Ph: 999-999-9999 Account #: CANA2538314E	**Invoice #:**	01689475
	Bidder #:	
	Auction:	17795 WINNIPEG WEEKLY AUCTION SALE
	Location:	5221 Portage Ave, Headingley, MB

Description	Qty	Unit Price	PST	GST	Subtotal
Lot 142582 - 78005 * Nation Wide Lien Search Fee	1	35.00	$0.00	$1.75	35.00
Lot 142605 - 78005 * Clean & Detail	1	345.00	$24.15	$17.25	345.00

Payment Method	Amount	Date
Deducted From Settlement	$423.15	2/8/24
Balance Remaining:	**$0.00**	

SubTotal:	380.00
GST (#82752 1071 RT001):	$19.00
PST:	$24.15
Total:	**$423.15**

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Notes: 78005 * 2023 Vanguard National Trailer #5V8VC5322PM307967

All goods sold as is where is.

Property Damage Release for Loading and Unloading Service

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Employee Witness _____ Customer _____

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Contract KW78005, CANADIAN WESTERN BANK

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Lot	Description	Bid #	Sell Price	Qty	Subtotal
329	2023 Vanguard VXP Dry Van T/A Trailer - 5V8VC5322PM307967	237	$41,000.00	1	41,000.00
					41000.00

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
Saskatoon SK: 203 60th Street East, Saskatoon, SK • S7K 8C9

Brandon, MB: 640 14th Street East, Brandon, MB • R7A 7C2
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Settlement Statement

Contract KW78011, CANADIAN WESTERN BANK

Sale Proceeds

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Sale Proceeds	40,800.00
Less Commissions	-4,080.00
Less Invoice 01689579	-423.15
	Total Due: 36,296.85

Cheque #	**$36,296.85**

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
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BILL OF SALE

Bill To:	Date:	January 24, 2024
CANADIAN WESTERN BANK c/o Pitblado LLP Winnipeg, MB R3P 0V6 Ph: 999-999-9999 Account #: CANA2538314E	**Invoice #:**	01689579
	Bidder #:	
	Auction:	17795 WINNIPEG WEEKLY AUCTION SALE
	Location:	5221 Portage Ave, Headingley, MB

Description	Qty	Unit Price	PST	GST	Subtotal
Lot 142588 - 78011 * Nation Wide Lien Search Fee	1	35.00	$0.00	$1.75	35.00
Lot 142603 - 78011 * Clean & Detail	1	345.00	$24.15	$17.25	345.00

Payment Method	Amount	Date
Deducted From Settlement	$423.15	2/8/24
Balance Remaining:	**$0.00**	

SubTotal:	380.00
GST (#82752 1071 RT001):	$19.00
PST:	$24.15
Total:	**$423.15**

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Notes: 78011 * 2023 Vanguard National Trailer #5V8VC5328PM307973

All goods sold as is where is.

Property Damage Release for Loading and Unloading Service

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Employee Witness _____ Customer _____

Please print name Please print name

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Headingley, MB: 5221 Portage Ave. Headingley, MB • R4H 1E1
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Contract KW78011, CANADIAN WESTERN BANK

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Lot	Description	Bid #	Sell Price	Qty	Subtotal
330	2023 Vanguard VXP Dr Van Trailer - 5V8VC5328PM307973	237	$40,800.00	1	40,800.00
					40800.00

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
Saskatoon SK: 203 60th Street East, Saskatoon, SK • S7K 8C9

Brandon, MB: 640 14th Street East, Brandon, MB • R7A 7C2
Headingley, MB: 5221 Portage Ave. Headingley, MB • R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
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Settlement Statement

Contract KW78021, CANADIAN WESTERN BANK

Sale Proceeds

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Sale Proceeds	40,800.00
Less Commissions	-4,080.00
Less Invoice 01689578	-423.15
	Total Due: 36,296.85

Cheque #	**$36,296.85**

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
Saskatoon SK: 203 60th Street East, Saskatoon, SK • S7K 8C9

Brandon, MB: 640 14th Street East, Brandon, MB • R7A 7C2
Headingley, MB: 5221 Portage Ave. Headingley, MB • R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
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BILL OF SALE

Bill To:	Date:	January 24, 2024
CANADIAN WESTERN BANK c/o Pitblado LLP Winnipeg, MB R3P 0V6 Ph: 999-999-9999 Account #: CANA2538314E	**Invoice #:**	01689578
	Bidder #:	
	Auction:	17795 WINNIPEG WEEKLY AUCTION SALE
	Location:	5221 Portage Ave, Headingley, MB

Description	Qty	Unit Price	PST	GST	Subtotal
Lot 142587 - 78021 * Nation Wide Lien Search Fee	1	35.00	$0.00	$1.75	35.00
Lot 142606 - 78021 * Clean & Detail	1	345.00	$24.15	$17.25	345.00

Payment Method	Amount	Date
Deducted From Settlement	$423.15	2/8/24
Balance Remaining:	**$0.00**	

SubTotal:	380.00
GST (#82752 1071 RT001):	$19.00
PST:	$24.15
Total:	**$423.15**

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Notes: 78021 * 2023 Vanguard National Trailer #5V8VC5320PM307983

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Property Damage Release for Loading and Unloading Service

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Employee Witness _____ Customer _____

Please print name Please print name

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Contract KW78021, CANADIAN WESTERN BANK

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Lot	Description	Bid #	Sell Price	Qty	Subtotal
332	2023 Vanguard VXP Dry Van T/A Trailer - 5V8VC5320PM307983	238	$40,800.00	1	40,800.00
					40800.00

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
Saskatoon SK: 203 60th Street East, Saskatoon, SK • S7K 8C9

Brandon, MB: 640 14th Street East, Brandon, MB • R7A 7C2
Headingley, MB: 5221 Portage Ave. Headingley, MB • R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
Belledune, NB: 2471 Main Street, Belledune, NB • E8G 2J1

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Settlement Statement

Contract KW78028, CANADIAN WESTERN BANK

Sale Proceeds

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Sale Proceeds	40,700.00
Less Commissions	-4,070.00
Less Invoice 01689577	-423.15
	Total Due: 36,206.85

Cheque #	**$36,206.85**

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
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BILL OF SALE

Bill To:	Date:	January 24, 2024
CANADIAN WESTERN BANK c/o Pitblado LLP Winnipeg, MB R3P 0V6 Ph: 999-999-9999 Account #: CANA2538314E	**Invoice #:**	01689577
	Bidder #:	
	Auction:	17795 WINNIPEG WEEKLY AUCTION SALE
	Location:	5221 Portage Ave, Headingley, MB

Description	Qty	Unit Price	PST	GST	Subtotal
Lot 142585 - 78028 * Nation Wide Lien Search Fee	1	35.00	$0.00	$1.75	35.00
Lot 142604 - 78028 * Clean & Detail	1	345.00	$24.15	$17.25	345.00

Payment Method	Amount	Date
Deducted From Settlement	$423.15	2/8/24
Balance Remaining:	**$0.00**	

SubTotal:	380.00
GST (#82752 1071 RT001):	$19.00
PST:	$24.15
Total:	**$423.15**

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Notes: 78028 * 2023 Vanguard National Trailer #5V8VC5328PM307990

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Contract KW78028, CANADIAN WESTERN BANK

February 08, 2024 WINNIPEG WEEKLY AUCTION SALE

Lot	Description	Bid #	Sell Price	Qty	Subtotal
331	2023 Vanguard VXP Dry Van T/A Trailer - 5V8VC5328PM307990	224	$40,700.00	1	40,700.00
					40700.00

Mailing Address: P.O. Box 3081 Regina, SK • S4P 3G7
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK • S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK • S4L 3G7
Saskatoon SK: 203 60th Street East, Saskatoon, SK • S7K 8C9

Brandon, MB: 640 14th Street East, Brandon, MB • R7A 7C2
Headingley, MB: 5221 Portage Ave. Headingley, MB • R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
Belledune, NB: 2471 Main Street, Belledune, NB • E8G 2J1

Appendix D – McDougall Auctioneers Ltd. E-mail Correspondence

Warga, Brent

From: Chad Guay <chad.g@mcdauction.com>
Sent: April 21, 2026 8:58 AM
To: Warga, Brent
Cc: Fritz, John
Subject: RE: [EXT] RE: Longview Logistics Ltd. - 2023 Vanguard Trailer Value

Hi Brent,

Unfortunately, van trailers have significantly decreased in value due to the ongoing tariffs implemented in 2025.

$15,000-$20,000 may be conservative but the trailers won't sell for $40,000 either. We could sell the trailers with reserves if NBC is hesitant.

Best regards,

Chad Guay
VP of Sales | Partner
MCDOUGALL AUCTIONEERS

Phone: (403) 870-8699
Fax: (306) 781-6161
Toll Free: 1.800.263.4193
EA Support: Breanna Ziegler | breanna.z@mcdauction.com
Email: chad.g@mcdauction.com
WWW.MCDOUGALLAUCTION.COM

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From: Warga, Brent <bwarga@bdo.ca>
Sent: April 21, 2026 7:51 AM
To: Chad Guay <chad.g@mcdauction.com>
Cc: Fritz, John <jfritz@bdo.ca>
Subject: RE: [EXT] RE: Longview Logistics Ltd. - 2023 Vanguard Trailer Value

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Good morning Chad,

Further to the below, we were advised by counsel to NBC that McDougall was previously involved with liquidating certain of the repossessed Longview units back in early 2024 with gross proceeds ranging from $40,700 to $41,000.

Just wanting to confirm that the liquidation values have dropped by about $15,000 to $20,000 since Jan 2024.

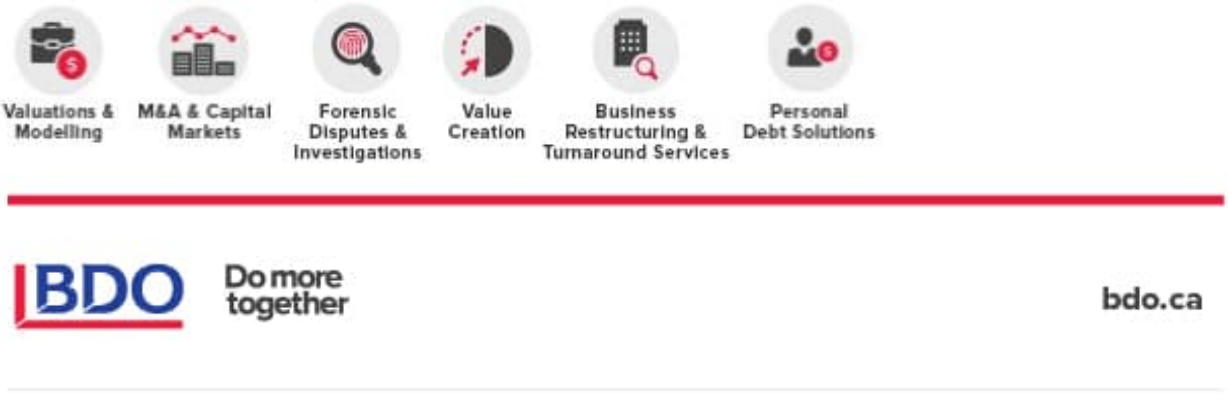
As always, appreciate your comments.

Thanks,

Brent Warga, CPA, CA, CIRP, LIT, CFE
Senior Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: 204 220 3666
bwarga@bdo.ca
BDO Canada LLP

201 Portage Avenue, 26th Floor
Winnipeg MB R3B 3K6
Tel: 204 956 7200
Fax: 1 833 888 1678

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From: Warga, Brent
Sent: April 8, 2026 11:13 AM
To: 'Chad Guay' <chad.g@mcdauction.com>
Cc: Fritz, John <jfritz@bdo.ca>
Subject: RE: [EXT] RE: Longview Logistics Ltd. - 2023 Vanguard Trailer Value

Thanks Chad. Much appreciated.

Brent Warga, CPA, CA, CIRP, LIT, CFE
Senior Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: 204 220 3666
bwarga@bdo.ca
BDO Canada LLP

201 Portage Avenue, 26th Floor
Winnipeg MB R3B 3K6
Tel: 204 956 7200
Fax: 1 833 888 1678

SIGN UP FOR OUR NEWSLETTER



From: Chad Guay <chad.g@mcdauction.com>
Sent: April 7, 2026 5:23 PM
To: Warga, Brent <bwarga@bdo.ca>
Cc: Fritz, John <jfritz@bdo.ca>
Subject: [EXT] RE: Longview Logistics Ltd. - 2023 Vanguard Trailer Value

Hi Brent,

The (21) 2023 Vanguard trailers are most likely worth between $20,000 - $25,000 each.

Best regards,

Chad Guay
VP of Sales | Partner
MCDOUGALL AUCTIONEERS

Phone: (403) 870-8699
Fax: (306) 781-6161
Toll Free: 1.800.263.4193
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From: Warga, Brent <bwarga@bdo.ca>
Sent: April 7, 2026 1:29 PM
To: Chad Guay <chad.g@mcdauction.com>
Cc: Fritz, John <jfritz@bdo.ca>
Subject: Longview Logistics Ltd. - 2023 Vanguard Trailer Value

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Good afternoon Chad,

Hoping you can assist with a little bit of "intelligence" as it relates to trailer auction values.

BDO is the Receiver of twenty-one (21) 2023 Vanguard VXP trailers that were financed by Longview Logistics Ltd. from National Bank. As you can likely appreciate, the Receiver is having a challenging time locating any of the units; however, the principal of the debtor company is attempting to settle matters directly with National Bank.

In that regard, assuming the 21-Vanguard VXP trailers noted above are in "reasonable condition" (and could be located), would welcome your thoughts as to a range that such trailers may realize at auction on a per unit basis.

Thanks,

Brent Warga, CPA, CA, CIRP, LIT, CFE
Senior Vice President, Business Restructuring & Turnaround Services
Financial Advisory Services
Direct: 204 220 3666
bwarga@bdo.ca
BDO Canada LLP

201 Portage Avenue, 26th Floor
Winnipeg MB R3B 3K6
Tel: 204 956 7200
Fax: 1 833 888 1678

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Appendix E – Fees and Disbursements of the Receiver

10047277 MANITOBA LTD. AND LONGVIEW LOGISTICS LTD

SUMMARY OF RECEIVER FEES AND DISBURSEMENTS
BDO CANADA LIMITED

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
9-Feb-26	CINV3782022	$ 15,475	$ -	$ 774	$ 16,249	29.0
8-Jun-26	CINV3961381	6,035	-	302	6,337	12.8
26-Oct-26	CINV4128697	9,318	-	466	9,783	17.5
Total		**$ 30,828**	**$ -**	**$ 1,541**	**$ 32,369**	**59.3**

Tel: 204 956 7200
www.bdo.ca

BDO Canada Limited
201 Portage Ave, 26th Floor
Winnipeg, MB R3B 3K6

Strictly Private & Confidential

National Bank of Canada
10175 101 STREET NW
SUITE 1800
Edmonton, AB T5J 0H3

Attention: Christopher Cameron, Senior Manager Special Asset Management Unit

Date	**Invoice**
February 9, 2026	CINV3782022 CUS0098683

Re: Longview Logistics Ltd. – In Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	$ 15,475.00
GST/HST (5%) 101518124RT0001	773.75
TOTAL	**$ 16,248.75**

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	17.0	575.0	9,775.00
J. Fritz, Sr. Manager	12.0	475.0	5,700.00
Total	29.0		$ 15,475.00

Ways to pay:

- EFT/Wire Payments:
  Beneficiary Bank: Canadian Imperial Bank of Commerce - Commerce Court, 199 Bay Street, Toronto ON M5L 1G9
  Account Name: BDO Canada LLP
  Account #: 9126910, Transit #: 00002, Bank #: 0010; BIC Code #: CIBCCATT, Canadian Clearing Code (CCC) #: CC001000002 (please include CCC# in the payment details field)
  Please email your payment notifications to **EFTPayments@bdo.ca**

BDO does not accept interac/email transfers

GST No. 101518124RT0001

Staff	Date	Comments	Hours
B. Warga	2025-10-08	Attendance at Court hearing; on-site attendance; call with RCMP; call with bailiff; e-mal correspondence to Longview re: information requests; e-mail correspondence to counsel re: file update; review of bailiff update summary.	5.2
J. Fritz	2025-10-08	Site attendance; meeting with management; review of onsite trailers and data collection; RCMP correspondence.	3.5
B. Warga	2025-10-09	Correspondence to legal counsel re: CRA deemed trust; call with RCMP.	0.7
B. Warga	2025-10-10	Compilation of trailer details; correspondence to RCMP re: same.	1.1
B. Warga	2025-10-16	Correspondence to/from debtor counsel; correspondence to RCMP re: Order; CPIC searches for VINs.	0.7
J. Fritz	2025-10-16	Longview statutory notice compilation.	1.1
B. Warga	2025-10-17	Review and finalization of Notice and Statement of the Receiver; website postings.	1.4
J. Fritz	2025-10-17	Finalize and distribute statutory notice; website updates.	0.9
J. Fritz	2025-10-20	CPIC review and RCMP correspondence.	0.6
J. Fritz	2025-10-21	CRA enquiry.	0.2
B. Warga	2025-10-24	Follow up correspondence with Longview's counsel.	0.1
J. Fritz	2025-10-24	MPI correspondence.	0.3
B. Warga	2025-10-27	Call with Samsara; e-mail correspondence to/from Samsara re: information requests; review of correspondence from debtor's counsel.	1.1
B. Warga	2025-10-28	Correspondence to/from Samsara and counsel to Longview re: data access.	0.7
J. Fritz	2025-10-29	Correspondence with MPI re: information requests.	0.1
B. Warga	2025-10-30	Correspondence to/from Samsara and legal counsel re: trailer/gateway details.	0.4
J. Fritz	2025-10-30	Review and correspondence with MPI.	0.3
J. Fritz	2025-10-31	Correspondence with The Licensing Company re: status of Vangaurd Trailers Alberta registrations.	0.4
B. Warga	2025-11-03	Review of data from Samsara; correspondence to/from Samsara re: same.	1.2

Staff	Date	Comments	Hours
J. Fritz	2025-11-03	Alberta motor vehicles registrar correspondence re: information request.	0.3
B. Warga	2025-11-04	Review of Samara data and correspondence to Longview re: same.	0.8
J. Fritz	2025-11-04	Correspondence with management/counsel.	0.4
B. Warga	2025-11-06	Correspondence to/from Samsara re: data requests.	0.3
B. Warga	2025-11-12	Correspondence to/from Samsara and Longview legal counsel re: information requests.	0.5
J. Fritz	2025-11-12	RCMP and Alberta registries correspondence.	0.2
B. Warga	2025-11-19	Discussion with J. Fritz re: located trailer in US (Texas); call with State Trooper re: same; correspondence to/from legal counsel (D'Arcy Deacon).	0.6
J. Fritz	2025-11-19	Correspondence with law enforcement.	1.3
B. Warga	2025-11-24	Call with D'Arcy Deacon re: receivership proceedings.	0.3
J. Fritz	2025-11-24	Correspondence with debtors' counsel.	0.3
B. Warga	2025-11-25	Correspondence to/from Samsara re: information requests; update call with Pitblado re: file matters.	0.5
B. Warga	2025-12-03	Review of Longview settlement proposal; call with Pitblado re: same; review of Samsara data.	1.1
J. Fritz	2025-12-03	Law enforcement and Alberta auto registry correspondence.	0.3
J. Fritz	2025-12-22	Manitoba Finance correspondence re: appointment; Alberta Registry correspondence review re: access to information.	0.7
B. Warga	2026-01-02	Review of correspondence to/from US authorities and provincial insurance regulators.	0.3
J. Fritz	2026-01-02	Law enforcement correspondence; correspondence with Alberta motor vehicle registry.	0.6
J. Fritz	2026-01-28	Alberta vehicle registry and law enforcement correspondence.	0.3
J. Fritz	2026-01-30	Creditor correspondence.	0.2

Tel: 204 956 7200
www.bdo.ca

BDO Canada Limited
201 Portage Ave, 26th Floor
Winnipeg, MB R3B 3K6

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National Bank of Canada
10175 101 STREET NW
SUITE 1800
Edmonton, AB T5J 0H3

Attention: Christopher Cameron, Senior Manager Special Asset Management Unit

Date	**Invoice**
June 8, 2026	CINV3961381 CUS0098683

Re: Longview Logistics Ltd. – In Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee			$ 6,035.00
GST/HST (5%) 101518124RT0001			301.75
TOTAL			**$ 6,336.75**
Summary of Time Charges:			
	Hours	**Rate**	**Amount**
B. Warga, Partner	5.8	575.0	3,335.00
J. Fritz, Sr. Manager	4.5	475.0	2,137.50
L. Demchuk, Technician	2.5	225.0	562.50
Total	12.8		$ 6,035.00

Ways to pay:

- EFT/Wire Payments:
  Beneficiary Bank: Canadian Imperial Bank of Commerce - Commerce Court, 199 Bay Street, Toronto ON M5L 1G9
  Account Name: BDO Canada LLP
  Account #: 9126910, Transit #: 00002, Bank #: 0010; BIC Code #: CIBCCATT, Canadian Clearing Code (CCC) #: CC001000002 (please include CCC# in the payment details field)
  Please email your payment notifications to **EFTPayments@bdo.ca**

BDO does not accept interac/email transfers

GST No. 101518124RT0001

Staff	Date	Comments	Hours
B. Warga	2026-02-09	Call with Pitblado and NBC re: Longview settlement proposal; call with Fillmore re: settlement proposal and next step to locate missing units.	0.7
J. Fritz	2026-02-09	Call with Pitblado re: status.	0.2
J. Fritz	2026-02-19	Creditor correspondence.	0.2
B. Warga	2026-02-20	Correspondence to/from NBC re: borrowings; correspondence to/from Fillmore and D'Arcy Deacon.	0.5
J. Fritz	2026-02-20	Creditor correspondence; correspondence with counsel; website maintenance.	0.4
B. Warga	2026-02-23	Correspondence with GNN Towing re: potential units; correspondence with NBC re: borrowings.	0.3
L. Demchuk	2026-02-23	Correspondence with J. Fritz; draft bank account opening request and correspondence with Versabank; set up file in Ascend and transfer estate; set up and link bank account in Ascend; draft wire payment instructions.	0.8
B. Warga	2026-02-24	Correspondence to NBC re: Receiver's Borrowing Certificate.	0.1
B. Warga	2026-02-27	Correspondence to/from Fillmore re: meeting with Longview and counsel(s).	0.3
B. Warga	2026-03-04	Meeting with Fillmore and Longview (and counsel) re: path forward to potential settlement; correspondence to/from NBC re: wire.	1.1
J. Fritz	2026-03-04	Meeting with Debtor and counsel; real property/proposal review.	1.6
L. Demchuk	2026-03-04	Correspondence with B. Warga and Versabank re: incoming payment.	0.2
B. Warga	2026-03-05	Correspondence to/from NBC re: account details; correspondence to/from L. Demchuk re: same.	0.2
L. Demchuk	2026-03-05	Correspondence with Versabank re: incoming funds.	0.1
L. Demchuk	2026-03-06	Record and post wire payment to Ascend; correspondence with B. Warga re: banking matters.	0.2
J. Fritz	2026-03-09	CRA correspondence re: status of the Receiver's appointment.	0.2
B. Warga	2026-03-11	Correspondence to L. Demchuk re: OR fees.	0.1
L. Demchuk	2026-03-11	Draft payable requisition; record and process payables in Ascend.	0.3
L. Demchuk	2026-03-12	Print and mail cheques; scan support to file; efile remittance.	0.2
B. Warga	2026-03-17	Update correspondence to/from Pitblado.	0.3
L. Demchuk	2026-03-18	Record and process payable.	0.1
L. Demchuk	2026-03-23	Bank reconciliation; save support to server.	0.1
L. Demchuk	2026-03-30	Trust accounting.	0.1

Staff	Date	Comments	Hours
B. Warga	2026-04-07	Correspondence to/from McDougall Auctioneers; review of trailer values; correspondence to/from Pitblado re: settlement and file status.	1.3
B. Warga	2026-04-13	Review of 246(2) Report.	0.2
J. Fritz	2026-04-20	Appointing creditor update; law enforcement correspondence.	1.7
B. Warga	2026-04-21	Update correspondence to Pitblado/NBC re: file matters; correspondence to/from McDougall Auctioneers re: liquidation values.	0.7
J. Fritz	2026-04-21	Creditor correspondence.	0.2
L. Demchuk	2026-04-23	Trust accounting.	0.2
L. Demchuk	2026-05-11	Trust accounting.	0.2

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National Bank of Canada
10175 101 STREET NW
SUITE 1800
Edmonton, AB T5J 0H3

Attention: Christopher Cameron, Senior Manager Special Asset Management Unit

Date	**Invoice**
October 26, 2026	CINV4128697 CUS0098683

Re: Longview Logistics Ltd. – In Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	$ 9,317.50
GST/HST (5%) 101518124RT0001	465.88
TOTAL	**$ 9,783.38**

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	13.3	575.0	7,647.50
J. Fritz, Sr. Manager	2.9	475.0	1,377.50
L. Demchuk, Technician	1.3	225.0	292.50
Total	17.5		$ 9,317.50

Ways to pay:

- EFT/Wire Payments:
  Beneficiary Bank: Canadian Imperial Bank of Commerce - Commerce Court, 199 Bay Street, Toronto ON M5L 1G9
  Account Name: BDO Canada LLP
  Account #: 9126910, Transit #: 00002, Bank #: 0010; BIC Code #: CIBCCATT, Canadian Clearing Code (CCC) #: CC001000002 (please include CCC# in the payment details field)
  Please email your payment notifications to **EFTPayments@bdo.ca**

BDO does not accept interac/email transfers

GST No. 101518124RT0001

Staff	Date	Comments	Hours
B. Warga	2026-06-05	Review of correspondence from Darcy Deacon and Pitblado; correspondence to NBC/Pitblado re: same.	0.5
B. Warga	2026-06-10	Calls with Fillmore and Pitblado re: discharge matters.	0.8
B. Warga	2026-06-16	Correspondence to/from Fillmore and Pitblado re: proposed settlement.	0.2
L. Demchuk	2026-06-24	Trust accounting.	0.2
B. Warga	2026-07-10	Call with Fillmore re: settlement offer.	0.1
B. Warga	2026-07-23	Review of correspondence from Darcy Deacon and commitment letter from BVD.	0.2
J. Fritz	2026-07-23	Addressing creditor enquiry.	0.2
B. Warga	2026-07-29	Drafting of First Report.	2.1
J. Fritz	2026-07-29	Court reporting matters.	0.5
B. Warga	2026-08-03	Correspondence to/from counsel re: settlement.	0.2
B. Warga	2026-08-04	Review of correspondence to/from legal counsel re: settlement.	0.3
L. Demchuk	2026-08-04	Trust accounting.	0.2
B. Warga	2026-08-25	Review of correspondence to/from BDC.	0.1
L. Demchuk	2026-08-27	Trust accounting.	0.2
L. Demchuk	2026-08-27	Draft payable requisition for approval.	0.1
L. Demchuk	2026-08-28	Record and process payable.	0.1
L. Demchuk	2026-08-31	Print cheque and scan support to file.	0.2
B. Warga	2026-09-08	Correspondence to/from creditor.	0.2
L. Demchuk	2026-09-14	Trust accounting.	0.2
B. Warga	2026-10-13	Review of correspondence to/from counsel(s); drafting of First Report; review of 246(2) reporting.	1.8
B. Warga	2026-10-14	Correspondence to/from legal counsel re: settlement, security review, and Court hearing; drafting of First Report and Confidential supplement.	3.2
B. Warga	2026-10-15	Call with C. Howden re: settlement; correspondence to/from Fillmore re: Court hearing; review and edits to First Report.	2.2
L. Demchuk	2026-10-15	Save banking support to file; organization of banking records on server.	0.1
B. Warga	2026-10-16	Call with Fillmore re: Court hearing and security review; updates to Confidential Supplement.	1.2
J. Fritz	2026-10-16	Court reporting matters.	2.2

Appendix F – Fees and Disbursements of the Receiver's Legal Counsel

CROFT AGGREGATES LTD.

SUMMARY OF LEGAL FEES AND DISBURSEMENTS
FILLMORE RILEY LLP

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
15-Oct-26	2366788	$ 5,750	$ 84	$ 292	$ 403	$ 6,528	12.5
Total		**$ 5,750**	**$ 84**	**$ 292**	**$ 403**	**$ 6,528**	**12.5**

Appendix G – Statement of Receipts and Disbursements for the Period October 8, 2025 to October 27, 2026

10047277 MANITOBA LTD. AND LONGVIEW LOGISTICS LTD.
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period October 8, 2025 to October 27, 2026

		Amount	Notes
Receipts			**(1)**
Interest	$	81	
Receiver's Borrowings		25,000	
Total Receipts		**25,081**	
Disbursements			
Filing Fees		168	
GST on Receiver Fees		1,076	
Legal Fees		-	**(2)**
Receiver Fees		21,510	**(3)**
Total Disbursements		**22,753**	
Excess of Receipts over Disbursements as at October 27, 2026	**$**	**2,327**	

Notes:
(1) Excludes the Settlement Proceeds being held in trust with the Receiver's legal counsel, Fillmore Riley LLP.
(2) Excludes legal fees since the commencement of the proceedings.
(3) Excludes fees and disbursements of the Receiver subsequent to May 11, 2026.