ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

MOTION RECORD

(Returnable February 20, 2025)

January 24, 2025

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ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

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TAB 1

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLEVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

NOTICE OF MOTION

BDO Canada Limited ("BDO"), will make a motion to a judge presiding over the Commercial List at **10 am on February 20, 2025**, at 330 University Avenue, Toronto, Ontario via videoconference.

PROPOSED METHOD OF HEARING: The motion is to be heard:

	In writing under subrule 37.12.1 (1);
	In writing as an opposed motion under subrule 37.12.1 (4):
	In person
	By telephone conference
X	By video conference

THE MOTION IS FOR ORDERS¹:

- 1. if necessary, validating service of this Notice of Motion and the Motion Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
- approving the Second Report of BDO Canada Limited dated January 24, 2024 (the "Second Report") and the actions and activities of the Receiver described therein;
- declaring that BVD Capital Corporation and BVD Equipment Finance Inc. (collectively, "BVD Equipment") do not have a purchase money security interest ("PMSI") in the BVD Vehicles (as defined below) and that the security interest of BVD Equipment in the BVD Vehicles ranks behind the security interest of Bank of Montreal ("BMO");
- 4. declaring that Coast Capital Equipment Finance Ltd. ("Coast") and/or Travelers Leasing Ltd. ("Travelers") do not have a PMSI in the Disputed Vehicles (as defined below) and that the security interest of Coast and/or Travelers in the Disputed Vehicles ranks behind the security interest of BMO;
- authorizing and directing the Receiver to make distributions from the sale of the Vehicles in accordance with Schedule "4" to the Second Report (the "Vehicle Financier Distribution");
- 6. requiring Harvinder Randhawa, Manpreet Bal, Pamjit Bal and Jagdeep Randhawa to provide all bank statements, cancelled cheques and details of wires to and from the account

¹ All capitalized terms not defined herein have the meaning ascribed to them in the Second Report.

(the "Banking Information") in respect of any and all of the RBC Bank N.A. bank accounts including but not limited to Routing #063216608 Bank Account #503666243 (the "RBC Bank NA Account(s)") from the date these accounts were opened until now;

- 7. requiring Harvinder Randhawa, Manpreet Bal, Parmjit Bal and Jagdeep Randhawa immediately pay or direct the bank to pay to the Receiver any funds in the RBC Bank NA Account(s);
- 8. requiring RBC Bank N.A. to cooperate with the Receiver, to freeze the RBC Bank NA

 Account(s) and to provide all Banking Information in respect of the RBC Bank BA

 Account(s);
- 9. requiring RBC Bank N.A. to pay to the Receiver any funds in the RBC Bank NA Account(s);
- 10. approving the Receiver's interim statements of receipts and disbursements from the date of the Receiver's appointment to January 13, 2025;
- 11. approving the Receiver's professional fees and disbursements and those of its legal counsel, as set out in the Second Report; and
- 12. such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Until early May 2024, True North Freight Solutions Inc. ("**True North**"), North Shore Logistics Inc. ("**North Shore**" and together with True North, the "**Debtors**") carried on business

as logistics delivery companies and operated a fleet of freight trucks and trailers (collectively, the "Vehicles") that serviced customers in the United States and Canada. The Debtors carried on business from the property municipally known as 11553 Tenth Line, Halton Hills, Ontario (the "Real Property"). 1000088317 Ontario Inc. ("8317"), a company related to the Debtors, was the registered owner of the Real Property.

- 2. Mrs. Manpreet Bal and Mr. Harvinder Randhawa are the sole directors and officers of the Debtors.
- 3. The Debtors collectively owned, leased or financed over 445 Vehicles. The Vehicles are subject to encumbrances by a wide range of creditors, including numerous equipment finance and leasing companies.
- 4. On April 12, 2024, BDO was appointed as interim receiver (in such capacity, the "Interim Receiver") of the Debtors and 8317 pursuant to an order of the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial Court) (the "Court").
- 5. Pursuant to bankruptcy orders issued by the Ontario Superior Court of Justice in Bankruptcy and Insolvency on May 6, 2024 (the "Bankruptcy Orders"), the Debtors were adjudged bankrupt and BDO was appointed as Licensed Insolvency Trustee in Bankruptcy (in such capacity, the "Trustee").
- 6. On May 16, 2024 (the "**Appointment Date**"), BDO was appointed as receiver (in such capacity, the "**Receiver**"), without security, over all of the assets, undertakings and property of the Debtors, pursuant to an order of the Honourable Mr. Justice Osborne (the "**Receivership Order**").

- 7. On May 21, 2024, MNP Ltd. ("MNP") was appointed as receiver over the property, assets and undertakings of 8317, including the Real Property, on an application by Business Development Bank of Canada ("BDC"), which holds a first charge against the Real Property.
- 8. On June 14, 2024, pursuant to the order of the Honourable Mr. Justice Black, (the "Approval and Vesting Order" and a related "Ancillary Order" (together the "June 14 Orders"), the Court, among other things:
 - (a) authorized the Receiver to enter into an Auction Agreement with Ritchie Brothers("Ritchie Bros." or the "Auctioneer"); and
 - (b) issued a vesting order, vesting to successful purchasers at auction the right, title and interest in the purchase assets.

SECURED CREDITORS

- 9. Bank of Montreal ("**BMO**" or the "**Bank**"), is the senior secured creditor of the Debtors. Pursuant to a credit agreement dated January 13, 2022, BMO provided True North with: i) a \$13.0 million demand revolving line of credit; ii) two non-revolving term facilities totaling \$7.5 million; iii) a \$1 million treasury risk line; and iv) corporate credits cards with limits totaling \$300,000. In addition, BMO entered into certain equipment leases with True North and North Shore between February 10, 2021 and September 20, 2021.
- 10. As security for its obligations to BMO, True North provided security in favour of BMO, including, without limitation, a general security agreement dated February 24, 2023 (the "**True North GSA**").

- 11. The obligations of True North to BMO were guaranteed by, among others, North Shore and 8317. North Shore and 8317 also provided security in favour of BMO, including, without limitation, general security agreements in favour of BMO and a second charge against the Real Property. BMO also directly financed a number of vehicles and registered financing statements against the specific vehicles financed pursuant to the *Personal Property Security Act* (Ontario).
- 12. The Receiver obtained an opinion from its legal counsel, Chaitons which concluded that, subject to the usual assumptions and qualifications, BMO's security, is valid and enforceable against the Debtors' personal property.
- 13. BDO has corresponded with all of the parties who have registered a security interest against the Debtors' assets and invited them to submit a proof of claim. BDO has also worked with its legal counsel to review the proofs of claim filed. A summary of the security review is set out in Schedule 1 to the Second Report.
- 14. The Receiver ascertained that a number of equipment lenders held properly registered PMSIs against the vehicles that they financed. The Receiver also performed an analysis to ascertain whether there was any equity beyond the claims of these lenders in those vehicles and engaged in discussions with the lenders holding PMSIs as to whether they wished to include the Vehicles subject to their PMSIs in the Receiver's auctions or to repossess those Vehicles. Schedule 2 to the Second Report contains a detailed summary of the repossessed Vehicles and the Vehicles sold by the Receiver through the auction process.

VEHICLE AUCTION PROCEEDS

15. The following lenders authorized the Receiver to sell the Vehicles subject to their PMSIs at the auctions: BMO, Blueshore Transport Finance Ltd., Bodkin, a division of Bennington Corp, Delage Landen Financial Services Canada Inc., HSBC Bank Canada, Meridian Onecap Credit Corp. and Wells Fargo Equipment Finance Company.

16. The June 14 Orders authorized the Receiver to engage Ritchie Bros. to sell the Vehicles at an auction. In total the gross proceeds from the sale of the 128 Vehicles were \$3,606,000. Selling costs totaled \$385,640 and were comprised of commissions of 6.5% (\$246,334), refurbishment (\$14,309), haulage (\$96,580), other costs (\$12,533) and HST paid on disbursements (\$15,885). Schedule 3 to the Second Report sets out realizations on per Vehicle basis.

PROPOSED DISTRIBUTIONS TO PMSI HOLDERS

17. At this time, the Receiver seeks to distribute the net sale proceeds from the sale of certain Vehicles to lenders that hold PMSIs in those vehicles in accordance with Schedule 4 of the Second Report. As set out in Schedule 4, the Receiver proposes to distribute to PMSI holders the lesser of (i) the amount currently outstanding in respect of each of the Vehicles subject to their security; and (ii) the auction proceeds received less the insurance.

DISPUTED VEHICLES AND THE BALANCE OF SALE PROCEEDS

Coast Capital Equipment Finance Ltd.

18. As described in the First Report, Coast Capital Equipment Finance Ltd. ("Coast") filed a proof of claim in connection with certain Vehicles in the Receiver's possession. The Receiver,

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with the assistance of counsel reviewed Coast's proof of claim and has confirmed that Coast has a

properly registered PMSI in those vehicles. Coast, on the consent of the Receiver, repossessed 41

of those vehicles and one of the vehicles was sold by the Receiver at an auction. The Receiver

proposes to distribute net sale proceeds from that vehicle to Coast in the amount set out in Schedule

"4" to the Second Report.

19. In early August 2024, counsel for Coast, inquired with respect to the status of the following

four vehicles that were leased by Travelers, a company related to Coast, to Kanman Logistics Inc.

("Kanman"), the predecessor to North Shore (collectively, the "Disputed Vehicles"):

3HSDWTZR7NN387364

3HSDWTZR0NN387366

3HSDWTZR9NN387365

3HSDWTZR5NN387363

20. The Disputed Vehicles were sold by the Receiver at an auction pursuant to the terms of the

June 14 Orders. The sale of the Disputed Vehicles generated net sale proceeds in the amount of

\$204,078.23 (the "Disputed Vehicle Proceeds").

21. By email dated August 9, 2024, counsel for Coast provided the Receiver's counsel with a

copy of Coast's proof of claim and supporting documents in connection with its claim for priority

to the Disputed Vehicle Proceeds.

22. In support of its claim to the Disputed Vehicles Proceeds, counsel for Coast provided to

the Receiver a copy of the Master Lease Agreement between Kanman and Coast dated August 26,

- 2021. Travelers registered a financing statement against the Disputed Vehicles on August 19, 2021 naming Kanman as the Debtor.
- 23. Kanman changed its name to North Shore on November 4, 2021. On January 31, 2023, Coast entered into a new Master Lease Agreement with North Shore as the debtor and registered financing statements against 55 other vehicles (that did not include the Disputed Vehicles) naming North Shore as the debtor on the registrations. Neither Coast nor Travelers registered a financing change statement with respect to the Disputed Vehicles.
- 24. Section 48(3) of the PPSA provides that "where a security interest is perfected by registration and the secured party learns the name of the debtor has changed, the security interest in the collateral becomes unperfected thirty days after the secured party learns of the change of name the new name of the debtor unless the secured party registers a financing change statement or takes possession of the collateral within such thirty days."
- 25. Based on the review of the PPSA searches described above and in consultation with its legal counsel, the Receiver has determined that Coast's and/or Travelers' security interest in the Disputed Vehicles has become unperfected as early as March 2023.
- 26. Counsel for the Receiver was provided with a copy of the PPSA registration by Coast against the Disputed Vehicles that named Kanman and North Shore as debtors registered on November 13, 2024 (the "New Coast Registration"). A copy of the registration is attached as Appendix "I" to the Second Report.
- 27. The registration of BMO's general security interest against North Shore's personal property predates the New Coast Registration. Accordingly, the Receiver seeks a declaration that BMO's

security interest in the Disputed Vehicle Proceeds ranks ahead of Coast or Travelers' security interest.

28. Counsel for Coast advised that it intends to object to this relief.

BVD Capital Corporation and BVD Equipment Finance Inc.

- 29. Included in Schedule "3" to the Second Report are 15 Vehicles (the "BVD Vehicles") that are subject to registrations in favour of BVD Capital Corporation and BVD Equipment Finance Inc. (collectively, "BVD Equipment"). Prior to October 21, 2024, the Receiver has requested on multiple occasions that if BVD Equipment wishes to assert a claim to the sale proceeds from the sale of the vehicles subject to their registrations that they need to file a proof of claim. No response was received by the Receiver to these requests. To date the Receiver has not received a proof of claim from BVD Equipment.
- 30. Accordingly, the Receiver seeks an order declaring that BMO's security interest in the BVD Vehicles ranks ahead of BVD Equipment's security interest in these vehicles.

Remaining Net Sale Proceeds

31. As set out in the Second Report, the Receiver is continuing to, among other things, work with Canada Revenue Agency to ascertain the Debtors' liabilities for source deductions. Until this review is completed, the Receiver will not be seeking to distribute the remainder of the net sale proceeds.

DEBTORS' US ACCOUNTS

- 32. The Receiver has learned that the Debtors have bank account(s) with a USA domiciled financial institution, RBC Bank N.A. On September 10, 2024, the Receiver wrote to RBC Bank N.A and requested that: i) the bank account(s) be frozen, ii) all funds in the bank account(s) be remitted to the Receiver and iii) that the copies of the bank statements for the last 24 months be provided to the Receiver.
- 33. On September 12, 2024, the Receiver received an email from RBC Bank N.A advising as follows:

"Unfortunately it is the position of RBC Bank (Georgia), N.A. that as a bank chartered and operating out the United States, and therefore subject to US privacy laws, we cannot enforce or take direction on this Receivership without an order from a court here in the States directing us to do so."

34. The Receiver seeks an order of the Court ordering and directing RBC Georgia to freeze the RBC Bank NA Account(s), pay to the Receiver all monies in the RBC Bank NA Account(s) and to provide all Banking Information in respect of the RBC Bank BA Account(s). The Receiver also seeks an order of the Court requiring the Debtors' principals to assist the Receiver with obtaining the Bank Information and the funds deposited in the US bank account(s).

PROFESSIONAL FEES

35. Paragraph 22 of the Receivership Order provided a first priority charge on the assets for the Receiver's fees and costs and those of the Receiver's counsel in priority to all other security interest, trusts, liens, charges and encumbrances.

- 36. The Receiver's professional fees incurred for services rendered from April 1, 2024 to December 31, 2024, amount to \$663,440.00 plus disbursements in the amount of \$5,204.44 (exclusive of applicable taxes). These amounts represent professional fees and disbursements not yet approved by the Court. The Receiver is requesting that the Court approve its total fees and disbursements, exclusive of applicable taxes, in the amount of \$755,567.84.
- 37. The fees of the Receiver's counsel, Chaitons, for services rendered from May 13, 2024 to December 31, 2024, total \$138,148.50, plus disbursements in the amount of \$5,367.35 (exclusive of applicable taxes). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Chaitons' professionals is detailed in the Second Report and the Affidavit of Laura Culleton sworn January 23, 2025, attached to the Second Report. The Receiver is requesting that the Court approve the Receiver's Counsel's total fees and disbursements, exclusive of taxes, in the amount of \$143,515.85.
- 38. The Receiver has reviewed Chaitons' accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 39. The Receiver's combined interim statements of receipts and disbursements for True North and North Shore for the period from the Date of Appointment to January 13, 2025 (the "Interim R&D") are summarized in the Second Report.
- 40. The Receiver requests approval of the Interim R&D.

ACTIVITIES OF THE RECEIVER

- 41. The Receiver's activities since the Appointment Date are described in paragraph 19 of the Second Report.
- 42. The Receiver requests approval of its activities.

Other Grounds

- 43. Rules 2.03, 3.02, 16.01, 16.08 and 37 of the *Rules of Civil Procedure* (Ontario) and Section 48(3) of the PPSA.
- 44. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

- 1. The Second Report; and
- 2. Such further and other material as counsel may advise and this Honourable Court may permit.

January 23, 2024

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Lawyers for BDO Canada Limited, in its capacity as Court-Appointed Receiver

Respondents

Court File No. CV-24-00719689-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION

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TAB 2

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

SECOND REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY COURT-APPOINTED RECEIVER

January 24, 2025

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INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

- Until early May 2024, True North Freight Solutions Inc. ("True North") and North Shore Logistics Inc. ("North Shore" and together with True North, the "Debtors") carried on business as logistics delivery companies. The Debtors operated a fleet of approximately 445 freight trucks and trailers (collectively, the "Vehicles") that serviced customers in the United States and Canada. The Debtors carried on business from the property municipally known as 11553 Tenth Line, Halton Hills, Ontario (the "Real Property"), which was owned by 1000088317 Ontario Inc. ("8317"), a company related to the Debtors.
- 2. Before they stopped carrying on business, the Debtors employed approximately 190 employees and subcontractors, approximately 150 of whom were truck drivers. Most of the truck drivers were incorporated subcontractors and not employees of the Debtors.
- 3. Mrs. Manpreet Bal ("**Bal**") and Mr. Harvinder Randhawa ("**Randhawa**") are the sole directors and officers of the Debtors.
- 4. On April 12, 2024, BDO Canada Limited ("BDO"), pursuant to an application made by the Bank of Montreal ("BMO" or the "Bank"), was appointed as interim receiver (in such capacity, the "Interim Receiver") of True North, North Shore and 8317 pursuant to an order of the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the "Court").
- 5. Pursuant to bankruptcy orders issued by the Ontario Superior Court of Justice in Bankruptcy and Insolvency on May 6, 2024, the Debtors were adjudged bankrupt and BDO was appointed as Licensed Insolvency Trustee in Bankruptcy (in such capacity, the "**Trustee**").
- On May 10, 2024, BDO, in its capacity as Interim Receiver, issued its report which set out, among other things, the circumstances leading to BDO's appointment as Interim Receiver and Trustee of the Debtors and BDO's initial findings on the Debtors' financial position. A copy of the Pre-Filing report was appended to the First Report of the Receiver.

- 7. On May 16, 2024 (the "Date of Appointment"), pursuant to an application made by BMO, BDO was appointed as receiver (in such capacity, the "Receiver"), without security, over all of the assets, undertakings and property of the Debtors, pursuant to an order of the Honourable Mr. Justice Osborne (the "Receivership Order"). A copy of the Receivership Order is attached hereto as Appendix "A".
- 8. On May 21, 2024, MNP Ltd. ("**MNP**") was appointed as receiver over the property, assets and undertakings of 8317, including the Real Property, on an application by Business Development Bank of Canada, which holds a first charge against the Real Property.
- 9. On June 14, 2024, pursuant to orders of the Honourable Mr. Justice Black, (collectively, the "**June**14 Orders"), the Court:
 - (a) authorized the Receiver to enter into an Auction Agreement with Ritchie Brothers ("Ritchie Bros." or the "Auctioneer");
 - (b) issued a vesting order, vesting in successful purchasers at the auction(s) the right, title and interest in the purchased assets (the "Vesting Order");
 - (c) approved the transfer of title in certain vehicles held in the name of 7927959 Canada Corp. ("**792**") to the Debtors and authorized the Receiver to sell same pursuant to the terms of the Vesting Order (the "**792 Vehicles**"); and
 - (d) ordered Talka Credit Union ("Talka") to comply with the Receiver's information request.
- 10. Copies of the June 14 Orders are attached hereto as Appendix "B" and Appendix "C".
- 11. The Receiver served and filed its First Report to the Court dated June 11, 2024 (the "First Report") in support of the June 14, 2024 motion. A copy of the First Report, without appendices, is attached hereto as **Appendix "D"**.

Background

- 12. This report and all other Court materials and orders issued and filed in these receivership proceedings are available on the Receiver's case website at: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/truenorthfreightsolutionsinc and will remain available on the website for a period of six (6) months following the Receiver's discharge.
- 13. Any terms not otherwise defined herein shall have the meanings ascribed to them in the Receiver's First Report.

Purpose

- 14. The purpose of this second report of the Receiver (the "Second Report") is to:
 - (a) update the Court on the Receiver's activities since the First Report, including:
 - (i) the Receiver's sale of the Vehicles;
 - (ii) release of the Vehicles to holders of Purchase Money Security Interests ("PMSI") in the released Vehicles;
 - (iii) review of the various creditors' security interests in the Vehicles;
 - (iv) the Receiver's receipts and disbursements to December 31, 2024;
 - (v) the Receiver's fees and disbursements and those of its legal counsel, Chaitons LLP ("Chaitons"); and
 - (b) support the Receiver's request that this Court make an order(s):
 - (i) approving this Second Report including the activities of the Receiver set out herein;
 - (ii) authorizing and directing the Receiver to distribute the net auction proceeds to the lenders holding valid and enforceable PMSIs against the applicable Vehicles sold (collectively, the "Vehicle Financiers" and each a "Vehicle Financier") in accordance with Schedule "4" to this Report;
 - (iii) declaring that BVD Capital Corporation and BVD Equipment Finance Inc. (collectively, "BVD Equipment") do not have valid PMSIs in the BVD Vehicles (as defined below) and that their security interest(s) in the BVD Vehicles rank behind BMO;
 - (iv) declaring that Coast Capital Equipment Finance Ltd. ("Coast") and/or Travelers (as defined below) do not have valid PMSIs in the Disputed Vehicles (as defined below) and that its/their security interest in the Disputed Vehicles rank behind BMO;
 - (v) requiring Randhawa, Bal, Parmjit Bal and Jagdeep Randhawa to provide all bank statements, cancelled cheques and details of wires/transfers to and from the account (the "Banking Information") in respect of any and all of the RBC Bank (Georgia) N.A. bank accounts including but not limited to Routing #063216608 Bank Account #503666243 (the "RBC Bank NA Account(s)") from the date opened until now;

- (vi) requiring Randhawa, Bal, Parmjit Bal and Jagdeep Randhawa to immediately pay to the Receiver any funds in the RBC Bank NA Account(s);
- (vii) requiring RBC Bank (Georgia) N.A. to cooperate with the Receiver, freeze the RBC Bank NA Account(s) and to provide all Banking Information in respect of the RBC Bank (Georgia) NA Account(s);
- (viii) requiring RBC Bank (Georgia) N.A. to pay to the Receiver any funds in the RBC Bank NA Account(s);
- (ix) approving the Receiver's interim statements of receipts and disbursements from the Date of Appointment to January 13, 2025; and
- (x) approving the Receiver's fees and disbursements and those of its legal counsel, as set out in this Second Report.

Disclaimer

- 15. In preparing this Second Report, the Receiver has relied upon the limited unaudited financial information, the Debtors' books and records, and other information provided to it (collectively, the "Information"). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards ("GAAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, as such, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. An examination of the Debtors' financial forecasts in accordance with the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information reported on or relied upon in this Second Report is based upon assumptions regarding future events; actual results achieved may vary from forecast and such variations may be material.
- 16. BDO assumes no responsibility or liability for loss or damage occasioned by any party as a result of the circulation, publication, re-production or use of this Second Report. Any use which any party, other than the Court, makes of this Second Report or any reliance on or a decision made based upon it is the responsibility of such party.
- 17. Unless otherwise noted, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 18. Since its appointment, the Receiver has:
 - (a) arranged for insurance over all Vehicles in the possession of the Receiver until the Vehicles could be released or sold;
 - (b) valued the Vehicles;
 - (c) worked with various Vehicle Financiers to facilitate repossession of certain Vehicles;
 - (d) assisted various customers to retrieve their goods which were held in certain of the Debtors' trailers (the "Third-Party Goods") located at either Ritchie Bros location or at the Real Property;
 - (e) facilitated legal counsel with security reviews;
 - engaged a bailiff to assist in locating the Missing Equipment (as defined in the First Report);
 - (g) entered into settlement negotiations with MNP in respect of occupation rent claimed as owing;
 - (h) worked with the auctioneer to sell the Vehicles;
 - coordinated the retrieval of various Vehicles located in the USA, at customer locations and at repair shops;
 - (j) negotiated the release of Vehicles and Repair and Storage Lien Act ("RSLA") claims of various repair shops;
 - (k) assisted with and attended at the examinations of Parmjit Bal, Bal, Randhawa, and Jagdeep Randhawa conducted by BMO's counsel;
 - (I) assisted with and attended at an examination of Steve Bender as representative of BNY
 Capital Inc. conducted by counsel for the Receiver;
 - (m) retained the services of a collection agency to collect the Debtors' accounts receivables;
 - (n) continued discussions with Canada Revenue Agency ("CRA") and responded to various information requests in respect of source deductions and HST trust audits;

- (o) filed proofs of claims in the bankruptcies of Randhawa, Parmjit Bal, Bal, Inderjeet Sekhon and North Star Logistics, all of whom are parties related to the Debtors;
- (p) corresponded with various stakeholders; and
- (q) prepared this Second report.

SECURED CREDITORS

- 19. As described in greater detail in the First Report, BMO was the senior secured creditor of the Debtors. Pursuant to a credit agreement dated January 13, 2022, BMO provided True North: i) a \$13.0 million demand revolving line of credit; ii) two non-revolving term facilities totaling \$7.5 million; iii) a \$1 million treasury risk line; and iv) corporate credits cards with limits totaling \$300,000. In addition, BMO entered into certain equipment leases with True North and North Shore between February 10, 2021 and September 20, 2021.
- 20. As security for its obligations to BMO, True North provided security in favour of BMO, including, without limitation, a general security agreement dated February 24, 2023 (the "True North GSA") and certain security under section 427 of the Bank Act. Registration in respect of the True North GSA was made pursuant to the *Personal Property Security Act* (Ontario) ("PPSA").
- 21. The obligations of True North to BMO were guaranteed by, among others, North Shore and 8317. North Shore and 8317 also provided security in favour of BMO, including, without limitation:
 - (a) a general security agreement granted by North Shore in favour of BMO dated February 24, 2023 (the "North Shore GSA");
 - (b) a general security agreement granted by 8317 in favour of BMO dated February 24, 2023 (the "8317 GSA"); and
 - (c) a charge/mortgage against the Real Property owned by 8317 in the principal amount of \$17.8 million.

Registration in respect of the North Shore GSA and 8317 GSA were made pursuant to the PPSA.

22. The Receiver obtained an opinion from its legal counsel, Chaitons which concluded that, subject to the usual assumptions and qualifications, the BMO security, including the North Shore GSA and the True North GSA, is valid and enforceable against the Debtors' personal property.

- 23. Since the appointment of BDO as Trustee, BDO has corresponded with all of the parties who have registered a security interest against the Debtors' assets and has invited them to submit a proof of claim. BDO has also worked with its legal counsel to review the proofs of claim filed. A summary of the security review and the Receiver's action items with respect to the Secured Claims is enclosed with this Report as **Schedule "1"**.
- 24. As the Receiver advised in the First Report and as summarized in Schedule "1" hereto, the Receiver ascertained that a number of the Vehicle Financiers held properly registered PMSIs against the vehicles that they financed. The Receiver performed an analysis to ascertain whether there was any equity beyond the claims of the Vehicle Financiers in those vehicles and engaged in discussions with the Vehicle Financiers holding PMSIs as to whether they wished to include the Vehicles subject to their PMSIs in the Receiver's auctions or to repossess those Vehicles.

VEHICLES IDENTIFIED AND RECOVERED

- 25. The Receiver prepared an inventory of the Vehicles which was compiled based upon information provided by Randhawa and Bal, various Vehicle Financiers, former employees, customers, PPSA searches, and Vehicles physically located at the Real Property.
- 26. As summarized in **Schedule "2"**, the Receiver identified 448 Vehicles that were leased, owned or financed by the Debtors. Of these Vehicles:
 - (a) 137 were repossessed by the Vehicle Financiers who held PMSIs in those vehicles. This category includes Vehicles located either at the Real Property or at third-party locations (i.e. customers, repair shops, USA parking lots, etc.). Prior to releasing the Vehicles to Vehicle Financiers, the Receiver calculated the equity, if any, in the Vehicles. The Receiver released Vehicles with minimal or no equity to the respective Vehicle Financiers holding PMSIs in those Vehicles. The Receiver required the Vehicle Financiers to provide an accounting of the sale proceeds and, should the sale proceeds exceed amounts owing to the Vehicle Financiers, that the excess, if any, was to be remitted to the Receiver;
 - (b) 128 Vehicles were sold via various auctions conducted by Ritchie Bros. pursuant to the terms of the Vesting Order. The Receiver currently holds the net auction proceeds in its trust account;
 - (c) 9 Vehicles are currently either held by Ritchie Bros. pending auction or have been sold and the proceeds not yet paid to the Receiver;

- (d) 22 Vehicles were repossessed by certain Vehicle Financiers prior to the receivership; and
- (e) 152 Vehicles could not be recovered by the Receiver. The various affected Vehicle Financiers were advised that the Receiver could not locate these Vehicles. Where the Receiver was aware of the possible location of certain Vehicles, the Vehicle Financiers were advised of same. At the request of certain Vehicle Financiers, the Receiver arranged for a bailiff to locate and recover Vehicles associated with those financiers at their cost. Other Vehicle Financiers engaged their own bailiffs. The Receiver also used the Debtors' GPS database to understand the last known location of the Vehicles. GPS coordinates were provided to the bailiffs to assist in their efforts to locate the Vehicles.

VEHICLE AUCTION PROCEEDS

- 27. The following Vehicle Financiers authorized the Receiver to sell the Vehicles subject to their PMSIs at the auctions: BMO, Blueshore Transport Finance Ltd., Bodkin, a division of Bennington Corp, Delage Landen Financial Services Canada Inc., HSBC Bank Canada, Meridian Onecap Credit Corp. and Wells Fargo Equipment Finance Company. The Receiver also included the 792 Vehicles in the auctions and those Vehicles that do not appear to be subject to PMSIs based on the PPSA reviews.
- 28. The Vesting Order authorized the Receiver to engage Ritchie Bros. to sell the Vehicles at auction. In total, the gross proceeds from the sale of the 128 Vehicles were \$3,606,000, as detailed in **Schedule "3"** attached hereto. Selling costs totaled \$385,640 and were comprised of commissions of 6.5% (\$246,334), refurbishment (\$14,309), haulage (\$96,580), other costs (\$12,533) and HST paid on disbursements (\$15,885).

PROPOSED DISTRIBUTIONS TO PMSI HOLDERS

- 29. Most of the Vehicle Financiers filed proofs of claim with the Receiver and provided their respective payout statements. The Receiver requested its counsel review the proofs of claims received. As particularized in **Schedule "1"**, the Receiver's counsel opined that a number of Vehicle Financiers held valid PMSIs which ranked in priority to BMO's security interest.
- 30. **Schedule "3"** to this Report summarizes the net auction proceeds received for each Vehicle and includes the following items:
 - (a) Insurance Costs: the Receiver insured all Vehicles in its possession until they were either released to Vehicle Financiers or the auction proceeds paid to the Receiver. The insurance costs incurred by the estate are estimated at \$7.17 per day per Vehicle.

- (b) Net Proceeds representing the amount paid to the Receiver by Ritchie Bros. for each Vehicle sold by them.
- (c) Payout representing the payout amounts provided by the Vehicle Financiers.
- (d) Net Distribution to Vehicle Financier is calculated as: i) the lessor of a) the net auction proceeds and b) the buyout figure less ii) the cost of insurance (where the auction proceeds are less than the payout amount).
- (e) RSLA to the extent the Receiver is aware of a lien registered pursuant to the RSLA, it has been identified.
- 31. **Schedule "1"** identifies the Vehicles that counsel for the Receiver has determined are subject to PMSIs. The Receiver proposes to distribute to PMSI holders the lesser of (i) the amount currently outstanding in respect of each of the Vehicles subject to their security; and (ii) the auction proceeds received less the insurance cost as set out in **Schedule "4"** hereto.

DISPUTED VEHICLE AND OTHER VEHICLE PROCEEDS

Coast and Disputed Vehicles

- 32. As described in the First Report, Coast filed a proof of claim in connection with 42 Vehicles in the Receiver's possession (the "Original Coast POC"). The Receiver, with the assistance of counsel, reviewed the Original Coast POC and has confirmed that Coast holds properly registered PMSIs in those Vehicles. Coast, on the consent of the Receiver, repossessed 41 of those Vehicles and one of the Vehicles was sold by the Receiver at an auction. The Receiver proposes to distribute net sale proceeds from that vehicle to Coast in the amount set out in **Schedule "4"** hereto.
- 33. In early August 2024, counsel for Coast inquired with respect to the status of the following four vehicles that were leased by Coast to Kanman Logistics Inc. ("Kanman"), the predecessor to North Shore (collectively, the "Disputed Vehicles"):

3HSDWTZR7NN387364

3HSDWTZR0NN387366

3HSDWTZR9NN387365

3HSDWTZR5NN387363

34. The Disputed Vehicles were sold by the Receiver at an auction pursuant to the terms of the Vesting Order. The sale of the Disputed Vehicles generated net sale proceeds in the amount of \$204,078.23 (the "Disputed Vehicle Proceeds").

- 35. By email dated August 9, 2024, counsel for Coast provided the Receiver's counsel with a copy of Coast's proof of claim and supporting documents in connection with its claim for priority to the Disputed Vehicle Proceeds. A copy of the email correspondence together with all attachments is attached hereto as **Appendix "E"**.
- 36. In support of its claim to the Disputed Vehicles Proceeds, counsel for Coast provided to the Receiver a copy of the Master Lease Agreement between Kanman and Coast dated August 26, 2021. Attached hereto as **Appendix "F"** is the PPSA search for Kanman, that discloses that Travelers Leasing Ltd. ("**Travelers**"), an affiliate of Coast, registered a financing statement against the Disputed Vehicles on August 19, 2021 naming Kanman as the Debtor.
- 37. Kanman changed its name to North Shore on November 4, 2021. Attached hereto as **Appendix** "**G**" is a copy of North Shore's corporate profile search which discloses the date of the name change.
- 38. On January 31, 2023, Coast entered into a new Master Lease Agreement with North Shore as the debtor (the "New Coast Agreement") and registered financing statements against 55 other vehicles (that did not include the Disputed Vehicles) naming North Shore as the debtor on the registrations. The Receiver has reviewed the PPSA search against North Shore, a copy of which is attached hereto as Appendix "H" and notes that neither Coast nor Travelers registered a financing change statement with respect to the Disputed Vehicles.
- 39. Section 48(3) of the PPSA provides that:

CHANGE OF DEBTOR NAME

- 48 (3) Where a security interest is perfected by registration and the secured party learns that the name of the debtor has changed, the security interest in the collateral becomes unperfected thirty days after the secured party learns of the change of name and the new name of the debtor unless the secured party registers a financing change statement or takes possession of the collateral within such thirty days.
- 40. As evidenced by the New Coast Agreement, Coast was aware as early as March 2023 that Kanman has changed its name to North Shore. Based on the review of the PPSA searches described above and in consultation with its legal counsel, the Receiver has determined that Coast's and/or Travelers' security interest in the Disputed Vehicles has become unperfected as early as March 2023.

- 41. Counsel for the Receiver was provided with a copy of the PPSA registration by Coast against the Disputed Vehicles that named Kanman and North Shore as debtors registered on November 13, 2024 (the "New Coast Registration"). A copy of the registration is attached hereto as Appendix "I".
- 42. On September 5, 2024, counsel for the Receiver sent an email to counsel for Coast outlining the Receiver's position with respect to the Disputed Vehicles and advised Coast's counsel that the Receiver intends to bring a motion for an order, among other things, authorizing the distribution of the Disputed Vehicles Proceeds to BMO. Attached hereto as **Appendix "J"** is a copy of the September 5, 2024 email.
- 43. Counsel for Coast advised that it intends to object to this relief.
- 44. The registration of BMO's general security interest against North Shore's personal property predates the New Coast Registration. The Receiver seeks an order declaring that Coast and/or Travelers do not have a PMSI in the Disputed Vehicles and that BMO has a security interest in the Disputed Vehicles that ranks ahead of Coast and/or Travelers.

BVD Vehicles

- 45. Included in **Schedule "3"** are 15 Vehicles (the "**BVD Vehicles**") that are subject to registrations in favour of BVD Equipment. Prior to October 21, 2024, the Receiver had requested, on multiple occasions, that BVD Equipment file a proof of claim if it wished to assert a claim to the sale proceeds from the sale of the BVD Vehicles subject to their registrations. No response was received by the Receiver to these requests.
- 46. On October 21, 2024, counsel to the Receiver sent a letter to BVD Capital, a copy of which is attached hereto as **Appendix "K"**, wherein it advised BVD Equipment, among other things, that:
 - (a) The Vehicles subject to BVD Equipment's registrations have been sold;
 - (b) That the Receiver intends to bring a motion to approve a distribution of the net sale proceeds;
 - (c) If BVD Equipment wishes to assert a claim to the net sale proceeds, it needs to do so by October 25, 2024; and
 - (d) If BVD Equipment does not file its proof of claim by the requested deadline, the Receiver will recommend that the net sale proceeds be distributed to BMO.

- 47. In response to the October 21, 2024 letter, counsel for BVD Equipment filed with the Receiver a proof of claim on behalf of BVD Petroleum Inc. ("BVD Petroleum") for an unsecured claim against the Debtors' assets. A copy of this proof of claim, without exhibits, is attached hereto as **Appendix** "L". No proof of claim has been filed by BVD Equipment.
- 48. By email dated October 29, 2024, counsel for the Receiver advised counsel for BVD Equipment and BVD Petroleum that if BVD Equipment wishes to assert a secured claim against the Debtors' assets, it needs to do so by November 1, 2024.
- 49. To date, the Receiver has not received any proof of claim from BVD Equipment. Accordingly, the Receiver seeks an order declaring that BVD Equipment does not have a PMSI in the BVD Vehicles and that BMO has a security interest in the BVD Vehicles that ranks ahead of BVD Equipment.

Mahan Singh Enterprises Inc. and Canadian Western Bank

- Two vehicles were sold at an auction by the Receiver that were owned by Mahan Singh Enterprises Inc. ("MSEI"), a company owned and controlled by Randhawa's spouse, Jagdeep Randhawa ("Jagdeep"). Jagdeep released her company's interest in these vehicles by executing the surrender documents attached hereto as Appendix "M" and Appendix "N". Attached hereto as Appendix "O" is CWB's PPSA registration against the second vehicle, which discloses that Canadian Western Bank ("CWB") registered a security interest against that vehicle. CWB has advised the Receiver that:
 - (a) there are no amounts owing to them by the Debtors in connection with the vehicle 1UYVS2534EM745804; and
 - (b) it is owed approximately \$26,123 in connection with the other vehicle (VIN# 1GRAA0620JW110593). On January 11, 2025, the Receiver requested that CWB file its proof of claim in connection with that vehicle. CWB advised of their position that MSEI did not have the right to surrender the vehicle and opposed the sale of the vehicle. If necessary, the Receiver will report on its review of CWB's proof of claim in a supplemental report.

Mercedes Benz Financial Services Canada Corporation

51. Two Vehicles that were sold at an auction by the Receiver were subject to registrations in favour of Mercedes Benz Financial Services Canada Corporation ("Mercedes"). The Receiver requested Mercedes to file a proof of claim in respect of these vehicles and was provided with the discharges attached as Appendix "P" and Appendix "Q". Based on the foregoing, the Receiver understands Mercedes no longer has a claim in these vehicles.

Balance of Net Proceeds

As set out in greater detail below, the Receiver is continuing to, among other things, work with Canada Revenue Agency to ascertain the Debtors' liabilities for priority payables. Until this review is completed, the Receiver will not be seeking to distribute the remainder of the net sale proceeds.

LEASED PREMISES

- As described above, the Debtors carried on business from the Real Property which was owned by a related party, 8317. On May 22, 2024, MNP, in its capacity as receiver of 8317, wrote to the Receiver and provided a purported lease agreement between True North and 8317. MNP advised that the lease provides for monthly rent of \$150,000 plus HST and escalating to \$180,000 plus HST, and that True North was responsible for property taxes, security, maintenance, utilities, and insurance at the Real Property (the "Monthly Occupancy Costs").
- As set out in greater detail in the First Report, BDO, in its capacity as Trustee, did not agree that it was in occupation of the Real Property or liable for payment of the Monthly Occupancy Costs. Out of abundance of caution, BDO disclaimed the lease for the Real Property on June 10, 2024.
- 55. On June 27, 2024, BDO advised MNP that the Receiver had removed all of the Debtors' Vehicles from the Real Property and that all that remained were third-party vehicles to which the Trustee had no interest. As a courtesy, BDO offered to assist MNP in corresponding with the parties whose vehicles remained on the Real Property. MNP insisted that BDO still remained in occupation and demanded occupation costs in the amount of \$211,536 plus HST.
- 56. Initially, MNP in its capacity as receiver of 8317 took the position that BDO in its capacity as Trustee had occupied the Real Property and was required to pay the Monthly Occupancy Costs from May 6, 2024 to the date the lease was disclaimed. In August 2024, MNP communicated its view that BDO was responsible for Monthly Occupancy Costs until all Vehicles were removed from the Real Property and that BDO was also responsible for clean-up costs.
- As a result of MNP's views regarding BDO's requirement to pay Monthly Occupancy Costs, the Receiver contacted all parties having Vehicles located on the Real Property and advised them that BDO no longer had access to the Real Property and that any arrangements to access the Real Property to remove their Vehicles would need to be coordinated with MNP.
- 58. After protracted negotiations between BDO and MNP, the parties agreed to settle the issue of Monthly Occupancy Costs by payment by BDO to MNP of a lump sum in the amount of \$100,000 plus HST. The settlement has since been paid by the BDO.

THIRD PARTY GOODS

59. Several Vehicle Financiers experienced challenges with removing their Vehicles from the Real Property because their trailers contained Third-Party Goods. To the extent the Receiver could

identify the owner of the goods, they were contacted and the Receiver attempted to arrange for the delivery of the goods which would allow the Vehicle Financiers to take possession of empty trailers. However, due to the lack of books and records which made it difficult to identify who the goods belonged to or the unwillingness of customers to accept/pay for the delivery and settle the outstanding accounts receivable in a number of circumstances, the Third-Party Goods remained in the trailers. As a result, it was left to the Vehicle Financiers to determine how to proceed with the removal of the Vehicles that had been released to them. Where the Vehicles containing Third-Party Goods were located at Ritchie Bros., the Receiver engaged Ritchie Bros. to coordinate the removal and disposal of the goods in order to enable the Receiver to sell the Vehicles at auction.

MACROTECH SALE

- As more fully described in the First Report, the Receiver learned that on November 15, 2023 True North sold 28 vehicles (the "**Macrotech Vehicles**") to Macrotech for a total purchase price of \$500,000. The Receiver has confirmed that payment of \$500,000 was made by Macrotech to True North. Notwithstanding the sale, it appears that ownership of these vehicles was not transferred to Macrotech.
- A number of the vehicles sold to Macrotech were subsequently immediately leased back to True North through equipment lessors. These equipment lessors have been allowed to repossess the vehicles subject to their security. A number of these vehicles were also sold or transferred to 792 by the Debtors. Pursuant to the terms of the June 14 Orders, title to the vehicles transferred by the Debtors to 792 was transferred back to the Debtors and these vehicles were sold by the Receiver.
- 62. BMO advised the Receiver that it did not approve the sale of the Macrotech Vehicles to Macrotech nor did it release its security interest in the Macrotech Vehicles. BMO further advised the Receiver that it intended to assert a priority claim to these vehicles.
- 63. Macrotech has requested that the Receiver release its interest in ten (10) Macrotech Vehicles. Seven of these vehicles are in the possession of Macrotech and three (3) are under the Receiver's control and located at one of Ritchie Bros. properties. Following negotiations between the Receiver and Macrotech, and with BMO's consent, the parties agreed that:
 - (a) Macrotech would not claim an ownership or any other interest in the Macrotech Vehicles located at Ritchie Bros., or net sale proceeds therefrom;
 - (b) Macrotech will pay the Receiver the sum of \$35,000 as consideration for the Receiver's consent to allow Macrotech to sell the remaining Macrotech Vehicles in its possession; and

- (c) the Receiver will facilitate Macrotech's sale of the remaining Macrotech Vehicles in its possession by transferring ownership of those vehicles to Macrotech.
- 64. On January 20, 2025, Macrotech paid the settlement funds to the Receiver.

MODULAR TRAILERS

- 65. Pursuant to the terms of the contract dated January 10, 2022, True North leased two modular trailers from William Scotsman of Canada, Inc. ("Willscot"). A copy of the contract is attached hereto as Appendix "R".
- At the time of the Receiver's appointment, the modular trailers were located at the Real Property.

 The Receiver understands that the trailers were used by the Debtors as an office. The Receiver is advised by MNP that the trailers were connected to hydro.
- 67. The Receiver has reviewed the PPSA searches for the Debtors and notes that Willscot did not register a security interest in the modular trailers. Based on this review, the Receiver understands that BMO would have a first ranking security interest in the trailers.
- 68. The Receiver requested that MNP include the trailers in the sale brochure for the sale of the Real Property and advise potential purchasers that the trailers are being sold separately. The Real Property has now been sold, and the Receiver was advised by MNP that no value of the purchase price was allocated to these trailers.
- 69. The Receiver is considering the appropriate steps to take with respect to the trailers, including, the possibility of repossessing same and the cost of such repossession. The Receiver will report further to the Court once a determination has been made.

ACCOUNTS RECEIVABLE COLLECTIONS

- 70. The accounts receivable listings for True North and North Shore showed receivables of \$9.2 million and \$5.0 million, respectively. As reported in the Interim Receiver's report, the largest balances on the receivable listings were not true receivables but rather a number of "plug" accounts. For instance, True North's receivable listing included an account called "Opening Balance Difference 2021" in the amount of \$6.0 million. North Shore's receivable listing included an account called "Closing Balance as on Dec 2021" in the amount of \$3.6 million.
- 71. The Receiver sent demand letters to all customers and made collection calls. The Receiver's efforts resulted in collections of approximately \$423,865. Various customers indicated that they made payments and were able to provide proof of payment. Based on the Receiver's investigation, it appears that a number of these payments made after the appointment of the Interim Receiver have been diverted by the Debtors' principals.

- 72. For certain deliveries which occurred just prior to the receivership, the Receiver could not locate proofs of delivery which customers require prior to making payment. Randhawa and Bal stated at their examinations that these documents are located at either the Debtors' location or in the Debtors' e-mails. The Receiver has conducted a detailed review of same and could not locate any proofs of delivery.
- 73. To date, the Receiver has collected approximately \$547,865 from receivables. Approximately \$423,865 have been paid directly to the Receiver and the balance, \$124,000, has been sent directly by customers to the Debtors' former BMO operating account which was changed to a "deposit only" bank account.
- 74. The Receiver has retained the services of a collection agency to assist in collecting the outstanding receivables.

TALKA CREDIT UNION

- 75. On May 16, 2024, the Receiver became aware that certain of the Debtors' customer cheques were deposited at Talka. The Receiver wrote to Talka and requested that the accounts be placed to "Deposit Only". On May 17, 2024, Talka wrote to the Receiver and stated that the Debtors did not have accounts at Talka. After being provided with evidence that cheques belonging to the Debtors were cashed at Talka, Talka advised the Receiver that: "The account is a third-party cash chequing account and does not belong to True North Freight. True North Freight would have engaged the services of our member to provide them with cash. In return, the cheque was processed through our member's business account".
- 76. The Receiver is aware that 7 cheques belonging to True North totaling approximately \$74,000 were deposited by Talka's member into its account with Talka. By letters dated May 23, 2024 and May 28, 2024, counsel for the Receiver wrote to Talka and demanded that Talka provide certain information to the Receiver.
- 77. On May 30, 2024, counsel for the Receiver had a call with counsel for Talka. On this call, Talka's counsel advised that it was prepared to comply with the Receiver's request provided that the Receiver obtain an order of the Court requiring Talka to do so.
- 78. Pursuant to the June 14 Orders, on June 25, 2024, counsel for Talka provided the correspondence attached hereto as **Appendix "S"**, wherein it set out the information regarding these deposits. In its correspondence, Talka identified that the funds belonging to the Debtors were deposited in the account of BNY Capital Inc. ("**BNY Capital"**) whose principal was Steven Bender ("**Bender**").
- 79. On November 6, 2024, counsel for the Receiver examined Bender. During his examination, Bender deposed as follows:

- (a) BNY Capital is in the business of cashing cheques which are brought to them by various agents. All cheques are deposited electronically online into their account with Talka;
- (b) BNY Capital deposited 8 cheques belonging to True North into their account totaling \$73,676.36; and
- (c) All cheques belonging to True North were provided to BNY Capital by an agent named Sunny Dhingra. Based on the information provided by Bender, it appears that Mr. Dhingra operates a business called "Check Cashing Canada" which carries on business from 7470 Airport Road, Mississauga, Ontario.

Transcripts from this examination can be made available upon request.

80. The Receiver is considering the next steps for recovery of the cheques deposited into BNY Capital's account and will provide further updates to the Court.

THE DEBTORS' US ACCOUNTS

- 81. Based upon discussions with the Debtors' customers and cancelled cheques provided by customers, the Receiver became aware that the Debtors had bank account(s) with a USA domiciled financial institution, RBC Bank (Georgia) N.A. On September 10, 2024, the Receiver wrote to RBC Bank (Georgia) N.A. and requested that: i) the bank account(s) be frozen, ii) all funds in the bank account(s) be remitted to the Receiver and iii) that the copies of the bank statements for the last 24 months be provided to the Receiver. A copy of the RBC Bank (Georgia) N.A. correspondence is attached hereto as **Appendix "T".**
- 82. On September 12, 2024, the Receiver received an email from RBC Bank (Georgia) N.A.advising as follows:
 - "Unfortunately it is the position of RBC Bank (Georgia), N.A. that as a bank chartered and operating out the United States, and therefore subject to US privacy laws, we cannot enforce or take direction on this Receivership without an order from a court here in the States directing us to do so."
- 83. The Receiver seeks an order of the Court ordering and directing RBC Bank NA to freeze the RBC Bank NA Account(s), pay to the Receiver all monies in the RBC Bank NA Account(s) and to provide all Banking Information in respect of the RBC Bank BA Account(s).
- 84. Once the order sought is granted, the Receiver will consult with U.S. counsel to determine if the Order needs to be domesticated in the U.S.

EXAMINATION OF RANDHAWA AND BAL

- 85. On July 22 and July 23, 2024, the Receiver examined Mr. and Mrs. Randhawa and Mr. and Mrs. Bal, respectively. At the examinations, Randhawa returned 8 computers which had been in his control since the date of the Debtors' bankruptcies. Transcripts from the examinations can be made available as requested.
- 86. Randhawa, Bal and Parmiit Bal, and other related parties, have each filed for bankruptcy

REMAINING SOURCES OF REALIZATION

- 87. At the date of this report, the remaining assets to be realized include:
 - (a) Vehicles 10 Vehicles are to be sold at auction.
 - (b) Accounts receivable for which the Receiver has engaged a third-party collection agency.
 - (c) Real property in Edmonton the Receiver understands that the mortgagor has sold one (1) of the three (3) properties. No amounts from the sale of this property are expected to be paid to the estate as the first-ranking mortgagor has cross collateralized all properties. Accordingly, it is not expected that any proceeds will be paid to the Receiver until the first-ranking mortgagor's debts are fully repaid.

PRIORITY CLAIMS

- 88. In addition to claims of PMSI holders and Court-ordered charges, the following claims may rank in priority to BMO's security against the Debtors' assets (collectively, the "**Priority Claims**"):
 - (a) Source deductions CRA has not completed its trust examinations of the Debtors' source deductions accounts. The Receiver has provided CRA all requested information.
 - (b) WEPPA Claims True North had 36 employees ("Former Employees"). All but eight (8) Former Employees have filed their proofs of claim for WEPPA. North Shore had 5 employees. All but 2 employees have filed their proofs of claim for WEPPA. The estimated secured claim pursuant to section 81.4 of the BIA for True North and North Shore is \$54,144.02 and \$6,000, respectively.

PROFESSIONAL FEES

89. Paragraph 22 of the Receivership Order provided a first priority charge on the assets for the Receiver's fees and costs and those of the Receiver's counsel in priority to all other security interest, trusts, liens, charges and encumbrances.

- 90. The Receiver and the Receiver's counsel have maintained detailed records of their professional time and disbursements since the Date of Appointment.
- 91. The Receiver's professional fees incurred for services rendered from April 1, 2024 to December 31, 2024, amount to \$663,440.00, plus disbursements in the amount of \$5,204.44 (exclusive of applicable taxes). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by the Receiver's professionals is detailed in **Appendix "U".** The Receiver is requesting that the Court approve its total fees and disbursements, exclusive of applicable taxes, in the amount of \$755,567.84.
- 92. The fees of the Receiver's counsel, Chaitons, for services rendered from May 13, 2021 to December 31, 2024, total \$138,148.50, plus disbursements in the amount of \$5,367.36 (exclusive of applicable taxes). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Chaitons' professionals is detailed in **Appendix "V"**. The Receiver is requesting that the Court approve the Receiver's counsel's total fees and disbursements, exclusive of taxes, in the amount of \$143,515.85.
- 93. The Receiver has reviewed Chaitons accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

- 94. The Receiver's combined interim statements of receipts and disbursements for True North and North Shore for the period from the Date of Appointment to January 13, 2025 (the "Interim R&D") are summarized in the chart below. The detailed Interim R&D is attached hereto as Appendix "W".
- 95. At the date of this Second Report, the Receiver holds \$3,456,411.05 in its trust accounts.
- 96. As set out in the Interim R&D, the majority of receipts relate to gross auction proceeds related to the Vehicles (\$3,606,000) and the collection of receivables (\$423,865).
- 97. The larger expenses incurred by the Receiver to date relate to the following:
 - (a) Commissions paid to the Auctioneer in the amount of \$246,333.75;
 - (b) Legal fees and disbursements in the amount of \$132,692.87;
 - (c) Insurance over all Vehicles including those encumbered by the Vehicle Financiers in the amount of \$130,720;
 - (d) Occupancy rent settlement payment to MNP in the amount of \$100,000 + HST; and

(e) Various expenses incurred by the Auctioneer which included haulage and refurbishment costs.

Interim Receipts and Disbursements	
Receipts	
Sale of Trucks/Trailers	\$3,606,000.00
Accounts receivable	423,864.90
Advance from secured creditors	150,000.00
Cash in bank	133,273.26
Interest	52,015.55
Other	16,659.28
TOTAL RECEIPTS	4,381,812.99
Disbursements	
Commission	246,333.75
Legal fees/disbursements	132,692.87
Insurance	130,720.40
Occupation Rent	100,000.00
Auctioneer expense	123,421.93
Computer services	46,868.45
HST paid on disbursements	45,056.95
Other costs	100,307.59
TOTAL DISBURSEMENTS	925,401.94
Net Receipts over disbursements	3,456,411.05

98. The Receiver requests approval of the Interim R&D.

SUMMARY AND RECOMMENDATIONS

99. Based on the foregoing, the Receiver respectfully requests that the Court grant an Order(s) granting the relief set out in paragraph 14 hereto.

All of which is respectfully submitted this 24th day of January 2025

BDO CANADA LIMITED

Per:

Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT

Title: Senior Vice President

Schedule 1 – PPSA Summary and Security Opinion¹

Secured Creditor	Nature of Security Claim	Opinion
Mercedes Benz Financial Service Canada Corporation/ Daimler Truck Financial Services Canada Corporation	A purchase money security interest ("PMSI") with respect to 16 Vehicles	PMSIs were validly perfected.
De Lage Landen Financial Services Canada	PMSIs with respect to 10 Vehicles	PMSIs were validly perfected.
TFG Financial Corporation	PMSIs with respect to 10 Vehicles	PMSIs were validly perfected.
Bodkin, a division of Bennington Financial Corp. ("Bodkin")	PMSIs with respect to 3 vehicles	PMSIs were properly perfected.
Meridian Onecap Credit Corp. ("Meridian")	PMSIs with respect to 20 vehicles	PMSIs were validly perfected.
LBEL Inc.	A PMSI with respect to one vehicle	The PMSI was validly perfected.
LBC Capital Inc.	PMSIs with respect to 6 vehicles	PMSIs were validly perfected.
ВМО	A general security interest against all of the Debtors' properties, together with registrations against certain specific vehicles (the "BMO Vehicles")	BMO has a first ranking security interest against the BMO Vehicles. In addition BMO has a general security interest against all the Debtors assets.

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¹ The information in this Schedule 1 was compiled from the Debtors PPSA search and information provided by the Vehicle Financiers. Certain differences exist between Schedule 1 and Schedule 2 as a result primarily of late discharges, Vehicles registered against associated companies and other registrations against predecessor entities.

Coast Capital Equipment Finance Ltd. ("Coast")	PMSIs with respect to 49 vehicles	The Receiver is in possession of 33 vehicles subject to Coast's security. Of these vehicles, 28 are also subject to a security interest in favour of BVD Capital Corporation ("BVD") which was registered prior to Coast's registration. Coast provided the Receiver with documents evidencing that BVD has surrendered its secured claims to these vehicles.
Blue Shore Transport Finance ("Blue Shore")	PMSIs with respect to 2 vehicles	PMSIs were validly perfected.
CLE Capital Inc. and Mitsubishi HC Capital Canada Leasing Inc.	PMSIs with respect to 10 vehicles	PMSIs were validly perfected.
Toyota Credit Canada Inc.	A PMSI with respect to one vehicle	The PMSI was validly perfected.
R&S Trailer Leasing Limited (o/a Breadner Trailers) ("Breadner")	PMSIs with respect to 42 vehicles	PMSIs were validly perfected. Ten of the vehicles over which Breadner asserted a PMSI had mistakes in the VIN Numbers. The registrations were make against the correct Debtor name. On consultation with BMO, the Receiver did not challenge the PMSIs with respect to those particular vehicles.
Concentra Bank/Concentra a division of Bennington Financial Corp.	A PMSI with respect to one vehicle	The PMSI was validly perfected.
CWB National Leasing Inc.	PMSIs with respect to 16 vehicles	CWB claims a security interest in one vehicle. The Receiver has requested that CWB file a proof of claim with respect to this vehicle.
The Bank of Nova Scotia	PMSIs with respect to 4 vehicles	PMSIs were validly perfected.
VFS Canada Inc.	PMSIs with respect to 15 vehicles	PMSIs were validly perfected.
HSBC Bank of Canada	PMSIs with respect to 32 vehicles	PMSIs were validly perfected.

Schedule "2" - Vehicle Summary

Summary of Vehicles						
Secured Creditor	Per Company records, PPSA and proof of claims	Released to/ repossessed by Financier or abandoned	Sold via auction	To be sold via auction	Repossessed prior to Receivership	Not recovered by Receiver
Bank of Montreal (7927959 Canada Corp)	50	0	44	1	0	5
Bank of Montreal (Coast Capital/Kanman)	4	0	4	0	0	0
Bank of Montreal (GSA)	42	0	22	0	0	20
Bank of Montreal (Mercedes)	1	0	1	0	0	0
Bank of Montreal (PMSI)	5	0	3	1	0	1
Bank of Nova Scotia (car)	6	0	0	0	0	6
Bennington Financial	2	1	0	0	0	1
Blueshore Transport Finance	2	0	2	0	0	0
Bodkin, a division of Bennington Financial	3	0	3	0	0	0
BVD Capital Corporation	22	0	15	1	0	6
BMW Canada Inc. (car)	4	0	0	0	0	4
Canadian Western Bank	21	11	0	0	0	10
Canadian Western Bank (Manhan Singh)	2	0	2	0	0	0
CLE Capital Inc.	1	1	0	0	0	0
Coast Capital Equipment Finance	55	41	1	0	0	13
Concentra Bank, a division of Bennington	1	0	0	1	0	0
Daimler Truck Financial Services	11	9	0	0	0	2
DeLage Landen Financial Service Canada Inc	10	3	7	0	0	0
Ford Credit Canada (car)	3	0	0	0	0	3
HSBC Bank Canada	32	0	14	5	0	13
LBC Capital Inc.	6	4	0	0	0	2
LBEL Inc.	1	1	0	0	0	0
Mercedes-Benz Financial Services	8	4	1	0	0	3
Meridian One Cap Credit Corp.	20	10	4	0	0	6
Mitsubishi HC Capital Canada Leasing	9	5	1	0	0	3
PNC Vendor Finance Corporation Canada	9	0	0	0	0	9
R&S Trailer Leasing (O/A Breadner Trailers)	48	32	0	0	0	16
Royal Bank of Canada	2	0	0	0	0	2
TFG Financial Corporation	12	11	0	0	0	1
Toronto Dominion Bank	7	0	0	0	7	0
Toyota Credit (car)	1	0	0	0	0	1
Unknown	25	4	0	0	0	21
VFS Canada	14	0	0	0	13	1
VW Credit Canada (car)	2	0	0	0	0	2
Well Fargo Equipment Finance Company	7	0	4	0	2	1
Total vehicles	448	137	128	9	22	152

Schedule "3" – Summary of all Auction Proceeds

PMSI Holder or PPSA Registrant	VIN#	Gross Proceeds	Commission	Other Costs +	Net Proceeds
D 1 (M + 1(004))	0.444 II II ID D 51401440405	\$	\$	HST	\$
Bank of Montreal (GSA)	3AKJHHDR5KSKA3187	31,000	3,100	172	27,728
Bank of Montreal (GSA)	3AKJHHDR7KSKA3191	29,000	2,900	172	25,928
Bank of Montreal (GSA)	4V4NC9EH9KN900891	46,000	4,600	172	41,228
Bank of Montreal (GSA)	3AKJHHDR3JSJD9939	35,000	3,500	313	31,187
Bank of Montreal (GSA)	3AKJHHDR2JSJJ4101	26,000	2,600	172	23,228
Bank of Montreal (GSA)	3AKJHHDR7JSJM0483	22,500	2,250	172	20,078
Bank of Montreal (GSA)	3AKJHHDR0JSJJ3982 4V4NC9EH1GN929437	23,500	2,350	172	20,978
Bank of Montreal (GSA)	4V4NC9EH8GN947448	18,500	1,850	172	16,478
Bank of Montreal (GSA)	4V4NC9EH8FN189531	14,000	1,400	309 172	12,291
Bank of Montreal (GSA)	4V4NC9EH4EN153270	12,500	1,250 700	172	11,078
Bank of Montreal (GSA)	4V4NC9EH5CN555084	7,000	400	172	6,128
Bank of Montreal (GSA)		4,000		172	3,428
Bank of Montreal (GSA)	4V4NC9EH0CN561357 4V4NC9EJ5CN552401	3,500	350 350	172	2,978
Bank of Montreal (GSA)	4V4NC9EH3AN285818	3,500	325		2,978
Bank of Montreal (GSA) Bank of Montreal (GSA)	3AKJHHDR1KSJJ3877	3,250		309	2,616
,		40,000	4,000	251	35,749
Bank of Montreal (GSA)	4V4NC9EH6HN951127	22,000	2,200	251	19,549
Bank of Montreal (GSA)	3AKJHHDR3KSKA3186	33,000	2,145	566	30,289
Bank of Montreal (GSA)	3AKJHHDR2KSKC6071	37,000	2,405	905	33,690
Bank of Montreal (GSA) Bank of Montreal (GSA)	3AKJHHDR3KSJJ3878	37,000	2,405	1,052	33,543
,	3AKJHHDR7JSJM0502 4V4NC9EH8CN555967	41,000	2,665	566	37,769
Bank of Montreal (GSA)	2DM421A40HB153302	3,750	244	1,470	2,036
Bank of Montreal (GSA)		15,000	975	768	13,257
Bank of Montreal (GSA)	2DM421A42HB153303 2DM421A46HB153305	14,500	943 780	626	12,931
Bank of Montreal (GSA) Bank of Montreal (GSA)	5V8VC5321GM600517	12,000	845	626 626	10,594
Bank of Montreal (GSA)	5V8VC5321GM600517 5V8VC5328GM600515	13,000 12,500	813	626	11,529 11,061
, ,	5V8VC5324GM601404		813	626	
Bank of Montreal (GSA)	5V8VC532XGM601407	12,500 12,000	780	626	11,061 10,594
Bank of Montreal (GSA) Bank of Montreal (GSA)	5V8VC5322GM601407	13,000	760 845	626	11,529
Bank of Montreal (GSA)	1DW1A53288B037609	5,000	325	626	4,049
Bank of Montreal (GSA)	5V8VC5329HM710507		975		
Bank of Montreal (GSA)	4V4NC9EH0KN900889	15,000 36,500	2,373	1,581 1,222	12,444 32,905
Bank of Montreal (GSA)	3AKJHHDR7KSKA3188	19,500	1,268	3,272	14,961
Bank of Montreal (GSA)	1DW1A5328JS778719	20,500	1,333	706	18,462
Bank of Montreal (GSA)	1DW1A5324JBA05037	20,500	1,333	706	18,462
Bank of Montreal (GSA)	1DW1A5328JBA05056	19,500	1,268	626	17,606
Bank of Montreal (GSA)	1DW1A5329JBA05051	19,500	1,268	626	17,606
Bank of Montreal (GSA)	1DW1A5325JBA05015	20,500	1,333	706	18,462
Bank of Montreal (GSA)	1DW1A5320JBA05049	21,000		706	18,929
Bank of Montreal (GSA)	1DW1A5326JBA05055	19,500	1,365 1,268	1,462	16,771
Bank of Montreal (GSA)	1DW1A5323JBA05059	22,500	1,463	959	20,079
BANK OF MONTREAL (PMSI)	4V4WC9EG8NN291972	103,000	6,695	979	95,326
BANK OF MONTREAL (PMSI)	4V4WC9EGXNN291973	100,000	6,500	979	93,520
, ,					
BANK OF MONTREAL (PMSI) BLUESHORE TRANSPORT FINANCE LTD.	1FUJHHDRXNLNB3898 4V4NC9EH3LN242146	75,000 63,000	4,875 4,095	967 979	69,158 57,926
BLUESHORE TRANSPORT FINANCE LTD. BLUESHORE TRANSPORT FINANCE LTD.	4V4NC9EH5LN242147	42,500	2,763	979	38,759
BODKIN, A DIVISION OF BENNINGTON	4V4NC9EH6LN210792	61,000	3,965	1,104	55,931
BODKIN, A DIVISION OF BENNINGTON	4V4NC9EH4LN210791	63,000	4,095	893	58,012
BODKIN, A DIVISION OF BENNINGTON	4V4NC9EH2LN210791	,		1,579	45,171
DODININ, A DIVIDION OF DEININING FOR	TV-11005L112L11210/30	50,000	3,250	1,579	40,171

Schedule "3" – Summary of all Auction Proceeds

PMSI Holder or PPSA Registrant	VIN#	Gross	Commission	Other	Net
I Morriolder of Fr SArkegistrant	VIIV #	Proceeds	Commission	Costs +	Proceeds
		\$	\$	HST	\$
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5323HM710504	16,500	1,073	487	14,940
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5321HM710453	16,500	1,073	487	14,940
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5328HM710451	16,500	1,073	487	14,940
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5327HM710439	16,500	1,073	487	14,940
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5325HM710505	16,500	1,073	487	14,940
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5326HM710433	17,000	1,105	487	15,408
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC532XHM710452	17,000	1,105	975	14,920
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5329HM710457	17,000	1,105	561	15,334
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5326HM710450	17,500	1,138	487	15,875
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5323HM710454	17,000	1,105	487	15,408
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5328HM710501	14,500	943	1,581	11,977
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5327HM710456	14,000	910	984	12,106
COAST CAPITAL EQUIPMENT FINANCE LTD.	1DW1A5324JBA05023	20,000	1,300	79	18,621
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532C4KR289244	24,000	1,560	845	21,595
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532C2KR289243	23,500	1,528	79	21,893
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532CXKR289250	23,000	1,495	845	20,660
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532C8KR289246	23,500	1,528	845	21,128
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532C6KR289245	26,000	1,690	845	23,465
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532C9KR877026	20,000	1,300	845	17,855
HSBC BANK CANADA	1GRAA062XKW121022	51,000	3,315	640	47,045
HSBC BANK CANADA	1GRAA0627KW121060	54,000	3,510	640	49,850
HSBC BANK CANADA	3H3V532K2NJ161188	32,000	2,080	640	29,280
HSBC BANK CANADA	3H3V532K4NJ161189	33,000	2,145	640	30,215
HSBC BANK CANADA	3H3V532K2NJ541230	32,000	2,080	640	29,280
HSBC BANK CANADA	3H3V532KXNJ541234	32,000	2,080	640	29,280
HSBC BANK CANADA	3H3V532K2NJ541227	32,000	2,080	640	29,280
HSBC BANK CANADA	3H3V532K6NJ541229	32,000	2,080	640	29,280
HSBC BANK CANADA	3H3V532K3NJ541236	31,000	2,015	779	28,206
HSBC BANK CANADA	3H3V532K5NJ541240	34,000	2,210	640	31,150
HSBC BANK CANADA	3H3V532K0NJ161190	31,000	2,015	588	28,397
MERIDIAN ONECAP CREDIT CORP.	3H3V532K3NJ543035	33,000	2,145	640	30,215
MERIDIAN ONECAP CREDIT CORP.	1DW1A5323JBA05045	18,000	1,170	561	16,269
MITSUBISHI HC CAPITAL CANADA LEASING, INC.	3H3V532K4RJ071224	36,000	2,340	1,661	31,999
BMO (GSA)	3AKJHHDR1LSLR6332	49,000	3,185	1,465	44,350
BMO (GSA)	4V4NC9EH5LN230127	62,000	4,030	1,126	56,844
BMO (GSA)	4V4NC9EH7LN230128	63,000	4,095	1,159	57,746
BMO (GSA)	4V4NC9EH1LN230125	61,000	3,965	1,159	55,876
BMO (GSA)	5V8VC5321HM710517	17,000	1,105	487	15,408
BMO (GSA)	5V8VC5326HM710514	17,500	1,138	487	15,875
BMO (GSA)	5V8VC5322HM710512	18,000	1,170	487	16,343
BMO (GSA)	5V8VC5320HM710511	18,000	1,170	487	16,343
BMO (GSA)	5V8VC5328HM710515	17,500	1,138	626	15,736
BMO (GSA)	5V8VC5325HM710438	17,500	1,138	487	15,875
BMO (GSA)	5V8VC532XHM710516	15,500	1,008	487	14,005
BMO (GSA)	5V8VC5325HM710519	16,500	1,073	487	14,940
BMO (GSA)	5V8VC5320HM710508	16,500	1,073	487	14,940
BMO (GSA)	5V8VC5329HM710510	17,000	1,105	634	15,261
BMO (GSA)	5V8VC5324HM710513	16,500	1,073	487	14,940
BMO (GSA)	3AKJHHDR3LSLR6333	38,000	2,470	777	34,753
BMO (GSA)	3H3V532K6NJ161212	30,000	1,950	640	27,410
BMO (GSA)	3H3V532K3NJ161216	30,000	1,950	640	27,410
BMO (GSA)	3H3V532K9NJ161186	30,000	1,950	640	27,410
BMO (GSA)	3H3V532K4NJ161211	32,000	2,080	779	29,141

Schedule "3" – Summary of all Auction Proceeds

PMSI Holder or PPSA Registrant	VIN#	Gross Proceeds \$	Commission	Other Costs + HST	Net Proceeds \$
Mercedes-Benz Financial Services/BMO (GSA)	3AKJHHDR1KSKN4478	31,000	2,015	1,052	27,933
BMO Asset/Coast Capital (Kanman)	3HSDWTZR5NN387363	66,500	4,323	905	61,272
BMO Asset/Coast Capital (Kanman)	3HSDWTZR0NN387366	62,500	4,063	1,075	57,363
BMO Asset/Coast Capital (Kanman)	3HSDWTZR9NN387365	62,500	4,063	1,232	57,205
BMO Asset/Coast Capital (Kanman)	3HSDWTZR7NN387364	31,000	2,015	747	28,238
WELLS FARGO EQUIPMENT FINANCE COMPANY	4V4NC9EH8LN242143	42,500	2,763	1,087	38,650
WELLS FARGO EQUIPMENT FINANCE COMPANY	4V4NC9EH8KN900820	34,500	2,243	993	31,264
DELAGE LANDEN FINANCIAL SERVICES CANADA INC.	3H3V532CXKR289247	24,000	1,560	2,104	20,336
BMO (GSA)	1DW1A5328JBA05025	19,000	1,235	1,897	15,868
BVD CAPITAL CORPORATION/BMO(GSA)	5V8VC5328HM710434	20,000	1,300	2,104	16,596
HSBC BANK CANADA	1GRAA0622KW120995	43,000	2,795	2,104	38,101
BMO (GSA)	3H3V532KXNJ161214	29,000	1,885	1,977	25,138
MERIDIAN ONECAP CREDIT CORP.	3H3V532K8NJ543029	28,000	1,820	1,611	24,569
MERIDIAN ONECAP CREDIT CORP.	3H3V532KXNJ543033	28,000	1,820	1,611	24,569
WELLS FARGO EQUIPMENT FINANCE COMPANY	4V4NC9EHXLN242144	39,500	2,568	1,584	35,348
WELLS FARGO EQUIPMENT FINANCE COMPANY	4V4NC9EH4LN242141	39,500	2,568	1,476	35,456
HSBC BANK CANADA	3H3V532K1NJ541235	29,000	1,885	779	26,336
Mercedes-Benz Financial Services/BMO (GSA)	3AKJHHDR3KSKN4479	23,000	1,495	566	20,939
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC5327HM710506	15,500	1,008	3,970	10,523
BMO (GSA)	5V8VC5326GM601405	16,000	1,040	6,592	8,368
CWB/MAHAN SINGH ENTERPRISES INC./BMO (GSA)	1GRAA0620JW110593	34,000	2,210	2,353	29,437
CWB/MAHAN SINGH ENTERPRISES INC./BMO (GSA)	1UYVS2534EM745804	10,000	650	561	8,789
HSBC BANK CANADA	3H3V532K7NJ161185	25,000	1,625	10,779	12,596
BMO (GSA)	1DW1A5322JBA05022	19,000	1,235	11,991	5,774
BVD CAPITAL CORPORATION/ BMO (GSA)	5V8VC532XHM710449	19,500	1,268	6,896	11,337
Total		\$3,606,000	246,334	139,307	3,220,360

Schedule "4" - Proposed Distribution to PMSI Financiers

Summary of Vehicles Sold and Net Auctio			N :		Insurance	N . B
Secured Lender	VIN#	Days Insured	Net Proceeds	Payout	paid by Receiver	Net Distribution to Financier
1 Bank Of Montreal	4V4WC9EG8NN291972	74	\$ 95,326.20	70,063.81	526.00	\$ 70,063.81
2 Bank Of Montreal	4V4WC9EGXNN291973	74	92,521.20	70,063.81	526.00	70,063.81
3 Bank Of Montreal / New Millenium Tire Centre	1FUJHHDRXNLNB3898	74	69,158.00	86,051.90	526.00	68,632.00
4 Blueshore Transport Finance Ltd.	4V4NC9EH3LN242146	74	57,926.20	50,641.08	526.00	50,641.08
5 Blueshore Transport Finance Ltd.	4V4NC9EH5LN242147	151	38,758.69	50,641.08	1,073.33	37,685.37
6 Bodkin, A Division Of Bennington Financial Corp.	4V4NC9EH2LN210790	74	45,170.61	13,602.14	526.00	13,602.14
7 Bodkin, A Division Of Bennington Financial Corp.	4V4NC9EH4LN210791	74	58,011.51	13,602.14	526.00	13,602.14
8 Bodkin, A Division Of Bennington Financial Corp.	4V4NC9EH6LN210792	74	55,931.33	13,602.14	526.00	13,602.14
2 Delage Landen Financial Service Canada Inc.	3H3V532C4KR289244	151	21,595.21	7,372.48	1,073.33	7,372.48
3 Delage Landen Financial Service Canada Inc.	3H3V532C2KR289243	151	21,893.40	7,372.48	1,073.33	7,372.48
4 Delage Landen Financial Service Canada Inc.	3H3V532CXKR289250	151	20,660.21	7,372.48	1,073.33	7,372.48
5 Delage Landen Financial Service Canada Inc.	3H3V532C8KR289246	151	21,127.71	7,372.48	1,073.33	7,372.48
6 Delage Landen Financial Service Canada Inc.	3H3V532C6KR289245	151	23,465.21	7,372.48	1,073.33	7,372.48
7 Delage Landen Financial Service Canada Inc.	3H3V532C9KR877026	151	17,855.21	7,372.48	1,073.33	7,372.48
8 Delage Landen Financial Service Canada Inc.	3H3V532CXKR289247	156	20,336.05	7,372.48	1,108.87	7,372.48
9 HSBC Bank Canada	1GRAA062XKW121022	74	47,045.19	87,430.70	526.00	46,519.19
0 HSBC Bank Canada	1GRAA0627KW121060	74	49,850.19	87,430.70	526.00	49,324.19
1 HSBC Bank Canada	3H3V532K2NJ161188	74	29,280.19	33,356.40	526.00	28,754.19
2 HSBC Bank Canada	3H3V532K4NJ161189	74	30,215.19	33,356.40	526.00	29,689.19
3 HSBC Bank Canada	3H3V532K2NJ541230	74	29,280.19	33,356.40	526.00	28,754.19
4 HSBC Bank Canada	3H3V532KXNJ541234	74	29,280.19	33,356.40	526.00	28,754.19
5 HSBC Bank Canada	3H3V532K2NJ541227	74	29,280.19	33,356.40	526.00	28,754.19
6 HSBC Bank Canada	3H3V532K6NJ541229	74	29,280.19	33,356.40	526.00	28,754.19
7 HSBC Bank Canada	3H3V532K3NJ541236	128	28,205.98	33,356.40	909.84	27,296.14
8 HSBC Bank Canada	3H3V532K5NJ541240	128	31,150.19	33,356.40	909.84	30,240.35
9 HSBC Bank Canada	3H3V532K0NJ161190	128	28,397.40	33,356.40	909.84	27,487.56
0 HSBC Bank Canada	1GRAA0622KW120995	156	38,101.05	87,430.70	1,108.87	36,992.18
11 HSBC Bank Canada	3H3V532K1NJ541235	162	26,335.98	33,356.40	1,151.52	25,184.46
2 HSBC Bank Canada	3H3V532K7NJ161185	235	12,596.13	33,356.40	1,670.41	10,925.72
3 Meridian One Cap Credit Corp.	3H3V532K3NJ543035	74	30,215.19	38,697.00	526.00	29,689.19
34 Meridian One Cap Credit Corp.	1DW1A5323JBA05045	151	16,269.29	43,560.39	1,073.33	15,195.97
35 Meridian One Cap Credit Corp.	3H3V532K8NJ543029	156	24,569.27	38,697.00	1,108.87	23,460.40
6 Meridian One Cap Credit Corp.	3H3V532KXNJ543033	156	24,569.27	38,697.00	1,108.87	23,460.40
7 Mitsubishi HC Capital Canada Leasing, Inc.	3H3V532K4RJ071224	56	31,998.68	77,042.63	398.06	31,600.63
8 BMO Asset / Mercedes-Benz	3AKJHHDR3KSKN4479	170	20,938.64	-	1,208.38	- ,
89 BMO Asset/Mercedes-Benz Financial Services	3AKJHHDR1KSKN4478	151	27,932.74	_	1,073.33	-
14 Wells Fargo Equipment Finance Company	4V4NC9EH8LN242143	151	38,650.21	20,723.53	1,073.33	20,723.53
15 Wells Fargo Equipment Finance Company	4V4NC9EH8KN900820	151	31,264.00	7,953.33	1,073.33	7,953.33
6 Wells Fargo Equipment Finance Company	4V4NC9EHXLN242144	172	35,348.23	23,788.55	1,222.60	23,788.55
7 Wells Fargo Equipment Finance Company	4V4NC9EH4LN242141	184	35,456.16	19,647.05	1,307.90	19,647.05
Total			\$ 1,676,345.54	1,357,894.43		\$ 1,012,448.83

APPENDIX A

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:	BANK OF MONTREAL	
JUSTICE OSBORNE)	DAY OF MAY, 2024
THE HONOURABLE)	THURSDAY, THE 16 TH

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER (appointing Receiver)

THIS APPLICATION, made by Bank of Montreal ("**BMO**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), appointing BDO Canada Limited ("**BDO**") as receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of True North Freight Solutions Inc. and North Shore Logistics Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a

business carried on by the Debtors and all proceeds thereof (collectively, the "**Property**"), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Rachel Gillespie sworn May 6, 2024 and the exhibits thereto, and on hearing the submissions of counsel for BMO and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavits of service of Samantha Hans and Calvin Horsten, as filed, and on reading the consent of BDO to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all the Property.

RECEIVER'S POWERS

- 3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to investigate, and report to this Court on, intercompany payments, transactions and other arrangements between any of the Debtors and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Debtors, that appear to the Receiver to be out of the ordinary course of business. All Persons shall be required to provide any and all information and documents related to the Debtors requested by the Receiver in connection with such investigations;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

- 5. **THIS COURT ORDERS** that all Persons, including, for greater certainty, Solera Holdings Inc. and/or any other corporation or entity that licenses to the Debtors the use of the Omnitracs fleet-management software, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
- 6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

- 7. **THIS COURT ORDERS** that, upon receiving a request by the Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada, are hereby directed to provide the Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.
- 8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in

respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **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 Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors, including, for greater certainty, Solera Holdings Inc. and/or any other corporation or entity that licenses to the Debtors the use of the Omnitracs fleet-management software, 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 Debtors' 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 Debtors 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

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any

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

15. **THIS COURT ORDERS** that all proceeds generated from the auction sale conducted by Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie Bros**") in respect of the vehicles identified in **Schedule "B"** hereto (collectively, the "**Vehicles**"), less any commission, costs and expenses properly payable to Ritchie Bros under the auction agreement in respect of the Vehicles, shall be paid by Ritchie Bros to the Receiver forthwith.

EMPLOYEES

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

PIPEDA AND ANTI-SPAM LEGISLATION

17. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information.

The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

19. **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

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise

ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

- 21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
- 22. **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

23. **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 (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.

- 24. **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.
- 25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 26. **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

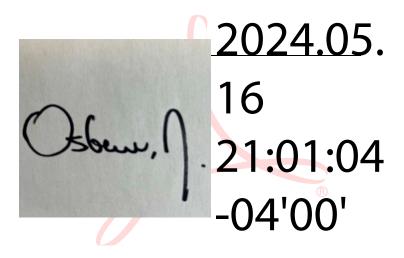
- 27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors' names from the engagement list at the following URL: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/trueNorthFreightSolutionsInc.
- 28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier,

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

GENERAL

- 29. **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.
- 30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
- 31. 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.
- 32. **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.
- 33. **THIS COURT ORDERS** that BMO shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of BMO's security or, if not so provided by BMO's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

- 34. **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.
- 35. **THIS COURT ORDERS** that this Order is effective from the date it is made and is enforceable without the need for entry or filing.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of all the
assets, undertakings and properties of True North Freight Solutions Inc. and North Shore Logistics
Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the
Debtors, including all proceeds thereof (collectively, the "Property"), appointed by Order of the
Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 16th day of May
2024 (the "Order") made in an application having Court file number CV-24-00719689-00CL, has
received as such Receiver from the holder of this certificate (the "Lender") the principal sum o
\$, being part of the total principal sum of \$250,000 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 pe
cent above the prime commercial lending rate of Bank of Montreal from time to time.

- 3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
- 4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
- 5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

Title:

SCHEDULE "B"

VEHICLES SOLD BY RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Lot#	Description	Eq ID	S/N
163	2019 Freightliner Cascadia 126	427	3AKJHHDR1KSJJ3877
166	2019 Freightliner Cascadia 126	432	3AKJHHDR5KSKA3187
168	2019 Freightliner Cascadia 126	429	3AKJHHDR7KSKA3191
195	2019 Volvo VNL 6x4 TTT	428	4V4NC9EH9KN900891
5219	2018 Freightliner Cascadia 126	420	3AKJHHDR3JSJD9939
5220	2018 Freightliner Cascadia 126	423	3AKJHHDR2JSJJ4101
5221	2018 Freightliner Cascadia 126	422	3AKJHHDR7JSJM0483
5222	2018 Freightliner Cascadia 126	424	3AKJHHDR0JSJJ3982
5271	2017 Volvo VNL 6x4 TTT	419	4V4NC9EH6HN951127
5274	2016 Volvo VNL 6x4 TTT	401	4V4NC9EH1GN929437
5275	2016 Volvo VNL 6x4 TTT	409	4V4NC9EH8GN947448
5283	2015 Volvo VNL 6x4 TTT	414	4V4NC9EH8FN189531
5292	Volvo VNL 6x4 TTT	418	4V4NC9EH4EN153270
5297	Volvo VNL 6x4 TTT	417	4V4NC9EH5CN555084
5298	Volvo VNL 6x4 TTT	406	4V4NC9EH0CN561357
5300	Volvo VNL 6x4 TTT	415	4V4NC9EJ5CN552401
5303	Volvo VNL 6x4 TTT	421	4V4NC9EH3AN285818

Applicant

TRUE NORTH FREIGHT SOLUT SHORE LOGISTICS INC.

Respondents

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AIRD & BERLIS LLP

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Tel: (437) 880-6105 Email: shans@airdberlis.co

Lawyers for Bank of Montre

APPENDIX B

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE MR.)	FRIDAY, THE 14 TH DAY
JUSTICE W.D. BLACK)	OF JUNE, 2024
BETWEEN:		

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

APPROVAL AND VESTING ORDER Auction Services Agreement

THIS MOTION made by BDO Canada Limited ("BDO") in its capacity as receiver (the "Receiver") over the property, assets and undertakings (the "Property") of True North Freight Solutions Inc. ("True North") and North Shore Logistics Inc. (collectively, the "Debtors") for an Order:

1. validating the service of the Receiver's Notice of Motion and Motion Record;

- approving the Pre-Filing Report of BDO Canada Limited dated May 10, 2024 (the "Pre-Filing, the First Report of the Receiver dated June 11, 2024 (the "First Report") and the activities of BDO in its capacity as Interim Receiver and Receiver described therein;
- ordering Talka Credit Union ("Talka") to provide certain information requested by the Receiver as particularized in the First Report;
- 4. authorizing the Receiver to enter into the Auction Services Agreement between Ritchie Bros. Auctioneers (Canada) Ltd. (the "Auctioneer") and the Receiver (the "Auction Agreement") substantially in the form attached as Appendix K to the First Report;
- 5. authorizing the Auctioneer to conduct the auctions referenced in and in accordance with the terms of the Auction Agreement;
- 6. vesting in each purchaser at such auction (each a "**Purchaser**"), upon the delivery by the Auctioneer of a bill of sale to such Purchaser, the Debtors' and the Receiver's right, title and interest in and to the property purchased by such respective Purchaser at the auction (in each case, the "**Purchased Assets**"), free and clear of any claims and encumbrances; and
- 7. transferring title in and to the assets listed at **Schedule "A"** hereto from 7927959 Canada Corp. ("**792**") and authorizing the Receiver to sell these assets pursuant to the terms of the Auction Agreement,

was heard this day by video-conference.

ON READING the First Report and the appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as present at the hearing,

- 1. **THIS COURT ORDERS AND DECLARES** that the execution of the Auction Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Auction (as defined in the Auction Agreement).
- 2. THIS COURT ORDERS AND DECLARES that upon: (i) the Auctioneer completing a sale to a Purchaser at the Auction (as defined in the Auction Agreement) of one or more of the Equipment (as defined in the Auction Agreement) (which Purchaser, for greater certainty, may include the Auctioneer); (ii) receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction; and (iii) delivery by the Auctioneer to such Purchaser (or, in the case such Purchaser is the Auctioneer, upon delivery by the Receiver to the Auctioneer) of a bill of sale or similar evidence of purchase and sale (each, a "Purchaser Bill of Sale"), all the Debtors', the Trustee's (as defined below), and the Receiver's right, title and interest in and to the Purchased Assets purchased by such Purchaser at the Auction and described in such Purchaser Bill of Sale shall vest absolutely in such Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the assignment in bankruptcy of the Debtors on May 6, 2024 and the appointment of BDO Canada Limited as licensed insolvency trustee (in such capacity, the "Trustee") of the Debtors' bankruptcy estate by the Office of the Superintendent of Bankruptcy; (ii) any encumbrances or charges created by the Order of The Honourable Mr. Justice Osborne made May 16, 2024 (the "Receivership Order"); and (iii) all charges, security

interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all the Claims affecting or relating to such Purchased Assets are hereby expunged and discharged as against such Purchased Assets.

3. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets payable to the Receiver from the Auction shall stand in the place and stead of the Purchased Assets sold at the Auction, and that from and after the delivery of a Purchaser Bill of Sale all Claims shall attach to such net proceeds from the sale of the Purchased Assets sold at the Auction and described in such Purchaser Bill of Sale with the same priority as they had with respect to such Purchased Assets immediately prior to their sale at the Auction, as if such Purchased Assets had not been sold at the Auction and remained in the possession or control of the person having that possession or control immediately prior to their sale at the Auction.

4. **THIS COURT ORDERS** that, notwithstanding:

- a. the pendency of these proceedings;
- b. any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- c. any assignment in bankruptcy made in respect of the Debtor,

the vesting of each of the Purchased Assets in its respective Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that is now or that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. **THIS COURT ORDERS** that title to the assets listed at **Schedule "A"** hereto shall be and hereby is transferred from 7927959 Canada Corp. to True North and that the Receiver is

hereby authorized and directed to include these assets in the Auction Agreement and to sell these assets at the Auction pursuant to the terms of the Auction Agreement.

GENERAL

- 6. **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.
- 7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body ("**Judicial Bodies**") to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All Judicial 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its respective agents in carrying out the terms of this Order.

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Schedule A

25 TRACTORS

S No	V.I.N.	Make	Model	Year
1	4V4NC9EH1GN929437	VOLVO	VVN	2016
2	4V4NC9GH97N444914	VOLVO	VVN	2007
3	4V4NC9EH0CN561357	VOLVO	VVN	2012
4	4V4NC9EH8GN947448	VOLVO	VVN	2016
5	4V4NC9EH8FN189531	VOLVO	VVN	2015
6	4V4NC9EJ5CN552401	VOLVO	VVN	2012
7	4V4NC9EH8CN555967	VOLVO	VVN	2012
8	4V4NC9EH5CN555084	VOLVO	VVN	2012
9	4V4NC9EH4EN153270	VOLVO	VVN	2014
10	4V4NC9EH6HN951127	VOLVO	VVN	2017
11	3AKJHHDR3JSJD9939	FRHT	FM2	2018
12	4V4NC9EH3AN285818	VOLVO	VVN	2010
13	3AKJHHDR7JSJM0483	FRHT	FM2	2018
14	3AKJHHDR2JSJJ4101	FRHT	FM2	2018
15	3AKJHHDROJSJJ3982	FRHT	FM2	2018
16	3AKJHHDR7JSJM0502	FRHT	FM2	2018
17	3AKJHHDR3KSJJ3878	FRHT	FM2	2019
18	3AKJHHDR1KSJJ3877	FRHT	FM2	2019
19	4V4NC9EH9KN900891	VOLVO	VVN	2019
20	3AKJHHDR7KSKA3191	FRHT	FM2	2019
21	4V4NC9EH0KN900889	VOLVO	VVN	2019
22	3AKJHHDR7KSKA3188	FRHT	FM2	2019
23	3AKJHHDR5KSKA3187	FRHT	FM2	2019
24	3AKJHHDR2KSKC6071	FRHT	FM2	2019
25	3AKJHHDR3KSKA3186	FRHT	FM2	2019

35 Type - 53" Dry Vans

S No	V.I.N.	Make	Model	Year
1	1DW1A53288B037609	STOUGHTON	ZGP	2008
2	5V8VC5321GM600517	VANGUARD	VXP	2016
3	5V8VC5323GM600518	VANGUARD	VXP	2016
4	5V8VC5328GM600515	VANGUARD	VXP	2016
5	5V8VC532XGM600516	VANGUARD	VXP	2016
6	5V8VC5326GM601405	VANGUARD	VXP	2016
7	5V8VC5324GM601404	VANGUARD	VXP	2016
8	5V8VC5322GM601403	VANGUARD	VXP	2016
9	5V8VC532XGM601407	VANGUARD	VXP	2016
10	1DW1A5323JBA05059	STOUGHTON	ZGP	2018
11	1DW1A5321JBA05058	STOU	ZGP	2018
12	1DW1A5326JBA05041	STOU	ZGP	2018
13	1DW1A5321JBA05061	STOU	ZGP	2018
14	1DW1A5322JBA05022	STOU	ZGP	2018
15	1DW1A5328JBA05039	STOU	ZGP	2018
16	1DW1A532XJBA05043	STOU	ZGP	2018
17	1DW1A5325JBA05046	STOU	ZGP	2018
18	2DM421A49HB153301	DI-MOND	TRA	2017
19	2DM421A40HB153302	DI-MOND	TRA	2017
20	2DM421A46HB153305	DI-MOND		2017
21	2DM421A42HB153303	DIMOND	TRA	2017
22	1DW1A5328JS778719	STOUGHTON	ZGP	2018
23	1DW1A5324JBA05037	STOUGHTON	ZGP	2018
24	1DW1A5328JBA05056	STOUGHTON	ZGP	2018
25	1DW1A5329JBA05051	STOUGHTON	ZGP	2018
26	1DW1A5320JBA05052	STOUGHTON	ZGP	2018
27	1DW1A5328JBA05025	STOUGHTON	ZGP	2018
28	1DW1A5325JBA05015	STOUGHTON	ZGP	2018
29	1DW1A5326JBA05055	STOUGHTON	ZGP	2018
30	1DW1A5320JBA05049	STOUGHTON	ZGP	2018
31	5V8VC5329HM710507	VANGUARD	VXP	2017
32	527SR5323JM012607	CIMC	COO	2018
33	527SR532XJM012071	CIMC	COO	2018
34	527SR5325JM012074	CIMC	COO	2018

1UYVS2532EM903816 UTIL 14 1UYVS2533GM380910 UTIL 16

Court File No. CV-24-719689-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

(Auction Services Agreement) (June 14, 2024)

CHAITONS LLP

5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)

Tel: (416) 218-1161 E-mail: maya@chaitons.com

Lawyers for the Receiver

APPENDIX C

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE MR.)	FRIDAY, THE 14 TH DAY
JUSTICE W.D. BLACK)	OF JUNE, 2024
BETWEEN:		

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER (Ancillary Relief)

THIS MOTION made by BDO Canada Limited ("BDO") in its capacity as receiver (the "Receiver") over the property, assets and undertakings (the "Property") of True North Freight Solutions Inc. ("True North") and North Shore Logistics Inc. (collectively, the "Debtors") for an Order:

- 1. validating the service of the Receiver's Notice of Motion and Motion Record;
- 2. approving the Pre-Filing Report of BDO Canada Limited dated May 10, 2024 (the "**Pre-Filing**, the First Report of the Receiver dated June 11, 2024 (the "**First**

- **Report**") and the activities of BDO in its capacity as Interim Receiver and Receiver described therein;
- 3. ordering Talka Credit Union ("**Talka**") to provide the information requested by the Receiver, as particularized below;
- 4. authorizing the Receiver to enter into the Auction Services Agreement between Ritchie Bros. Auctioneers (Canada) Ltd. (the "Auctioneer") and the Receiver (the "Auction Agreement") substantially in the form attached as Appendix K to the First Report;
- 5. authorizing the Auctioneer to conduct the auctions referenced in and in accordance with the terms of the Auction Agreement;
- 6. vesting in each purchaser at such auction (each a "Purchaser"), the Debtors' and the Receiver's right, title and interest in and to the property purchased by such respective Purchaser at the auction (in each case, the "Purchased Assets"), free and clear of any claims and encumbrances; and
- 7. transferring title in and to the assets listed at **Schedule "A"** hereto from 7927959 Canada Corp. ("**792**") and authorizing the Receiver to sell these assets pursuant to the terms of the Auction Agreement,

was heard this day by video-conference.

ON READING the First Report and the appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as present at the hearing,

SERVICE

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

APPROVAL OF ACTIVITIES

2. **THIS COURT ORDERS** that the Pre-Filing Report and the First Report, and the actions and activities of the Receiver described therein be and are hereby approved, provided, however, that only BDO Canada Limited, in its personal capacity and only with respect to its own liability, shall be entitled to rely on or utilize in any way such approval.

TALKA CREDIT UNION

- 3. **THIS COURT ORDERS** Talka Credit Union to provide to the Receiver:
 - a. the name and contact information of the member that cashed the cheques belonging to True North which can be identified as follows:
 - i. Cheque #202098 from Nordan Express Inc. in the amount of \$4,400; and
 - ii. Cheque #31547 from Cascades Container Board in the amount of \$51,076.36.;
 - b. advise if this member or any other members of Talka have any other business arrangements with the Debtors, their employees, directors or officers;
 - c. advise of any other deposits of the Debtors' cheques made with Talka and provide the Receiver with all documents evidencing same, including evidence of payments made by Talka's member(s) to the Debtors' or any party purporting to represent them;
 - d. advise on what steps Talka undertook to verify that the person that endorsed the cheques deposited by Talka's member had the requisite authority to do so; and

e. provide the name and contact information for the recipient of the deposited funds from Talka's member, advise how the payments were made (i.e. via cheque or a bank draft) and provide evidence of same.

MMOOlayla

Court File No. CV-24-719689-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

(Ancillary Relief) (June 14, 2024)

CHAITONS LLP

5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)

Tel: (416) 218-1161 E-mail: maya@chaitons.com

Lawyers for the Receiver

APPENDIX D

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY

COURT-APPOINTED RECEIVER

June 11, 2024

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INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

- On April 12, 2024, BDO Canada Limited ("BDO") was appointed as interim receiver (in such capacity, the "Interim Receiver") of True North Freight Solutions Inc. ("True North"), North Shore Logistics Inc. ("North Shore") and 1000088317 Ontario Inc. ("8317" and together with True North and North Shore, the "IR Parties") pursuant to an order (the "IR Order") of the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial Court) (the "Court"). A copy of the IR Order and Her Honour's Endorsement is attached hereto as Appendix "A".
- 2. Pursuant to bankruptcy orders issued by the Ontario Superior Court of Jusitce, in Bankruptcy and Insolvency on May 6, 2024 (the "Bankruptcy Orders"), True North and North Shore (the "Debtors") were adjudged bankrupt and BDO was appointed as Licensed Insolvency Trustee in Bankruptcy (in such capacity, the "Trustee"). Copies of the Bankruptcy Orders are attached hereto as Appendix "B" and "C".
- 3. On May 10, 2024, BDO, in its capacity as Interim Receiver, issued its report (the "**Pre-Filing Report**") which set out, among other things, the circumstances leading to BDO's appointment as Interim Receiver and Trustee of the Debtors and BDO's initial findings on the Debtors' financial position. A copy of the Pre-Filing Report without appendices is attached hereto as **Appendix "D"**.
- 4. On May 16, 2024, pursuant to an application made by the Bank of Montreal ("**BMO**"), BDO was appointed as receiver (in such capacity, the "**Receiver**"), without security, over all of the assets, undertakings and property of the Debtors, pursuant to an order of the Honourable Mr. Justice Osborne (the "**Receivership Order**"). A copy of the Receivership Order is attached hereto as **Appendix "E"**.

Background

- 5. The Debtors carried on business as logistics delivery companies and operated a fleet of freight trucks and trailers (collectively, the "Vehicles") that serviced customers in the United States and Canada. The Debtors carried on business from the property municipally known as 11553 Tenth Line, Halton Hills, Ontario (the "Real Property").
- 6. 8317 is the registered owner of the Real Property.
- 7. On May 21, 2024, MNP Ltd. ("MNP") was appointed as receiver over the property, assets and undertakings of 8317, including the Real Property, on an application by Business Development Bank of Canada ("BDC"), which holds a first charge against the Real Property.

- 8. Before they ceased carrying on business, the Debtors employed approximately 190 employees, approximately 150 of whom were truck drivers. Most of the truck drivers were incorporated subcontractors.
- 9. Based upon the Debtors' Corporate Profile Reports, BDO understands that Mrs. Manpreet Bal ("**Bal**") and Mr. Harvinder Randhawa ("**Randhawa**") are the sole directors and officers of the Debtors.
- 10. The Debtors collectively owned or financed over 445 Vehicles. Based on BDO's review of the Debtors books and records and *Personal Property Security Act* (Ontario) ("**PPSA**") searches with respect to each of the Debtors, the Vehicles appear to be encumbered by a wide range of creditors, including numerous equipment finance companies.

Purpose

- 11. This first report of the Receiver is prepared and filed in support of the Receiver's request that the Court make the following orders:
 - (a) an order:
 - (i) validating service of this Report and the Receiver's Notice of Motion;
 - (ii) approving this report, the Pre-Filing Report and the actions and activities of the Receiver described herein;
 - (iii) transferring title in and to the assets listed at **Appendix "F"** hereto from 7927959 Canada Corp. ("**7959**") to True North and authorizing the Receiver to sell these assets at the Auction (as defined below); and
 - (iv) ordering Talka Credit Union ("**Talka**") to provide the information requested by the Receiver as particularized in paragraph 56 of this Report and to return the funds belonging to True North improperly deposited in Talka's member(s) account(s); and
 - (b) an approval and vesting order:
 - (i) approving the liquidation services agreement between Ritchie Bros. Auctioneers (Canada) Ltd. ("Ritchie Bros") and the Receiver, substantially in the form attached as Appendix "G" to this Report (the "Auction Agreement");
 - (ii) vesting the Equipment, as defined in the Auction Agreement in the corresponding purchasers at the auction, free and clear of encumbrances, upon delivery to them of the applicable bill of sale (the "Transfer Instrument").

Disclaimer

- 12. BDO has relied upon the unaudited financial records and unaudited financial statements of the Debtors as well as other information supplied by management, accountants, auditors and financial advisors to the Debtors. Our procedures and enquiries did not constitute an audit or review engagement. BDO assumes no responsibility or liability for loss or damage occasioned by any party as a result of the circulation, publication, re-production or use of this Report. Any use which any party, other than the Court, makes of this Report or any reliance on or a decision made based upon it is the responsibility of such party.
- 13. Unless otherwise stated, all monetary amounts contained in this Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 14. Since its appointment, the Receiver has:
 - (a) inventoried the Vehicles located at the Real Property;
 - (b) conducted investigation of the Missing Equipment (as defined below);
 - (c) wrote to all equipment financiers who had PPSA registrations and requested each to provide their loan and security documents;
 - (d) held discussions with various former employees and creditors who have inquired about the status of payments owed to them and the whereabouts of missing vehicles;
 - (e) held discussions with Randhawa to understand the location of the books, records, bank accounts and the Missing Equipment;
 - (f) unsuccessfully attempted to contact Parmijit Bal (Bal's spouse and principal of the Debtors) and Bal several times;
 - (g) held discussions with various financial institutions believed to have banking relationships with the Debtors and/or their principals;
 - (h) made receivable collection calls to customers;
 - (i) investigated diverted customer payments;
 - (j) retained the services of a former employee to assist with issuing invoices for unbilled amounts and to make collection calls;

- (k) obtained access to the Omnitracs fleet management software to assist with locating the Missing Equipment;
- (I) held discussions with Canada Revenue Agency and requested they conduct source deductions and HST trust audits;
- (m) compiled the information necessary to administer the claims of former employees pursuant to the *Wage Earner Protection Program Act* (Canada);
- (n) compiled the information necessary to prepare records of employment for the former employees;
- retained the services of the Debtors' former financial consultant to assist with the preparation of T4s;
- (p) commenced reviewing the working papers provided to the Receiver by the previous external accounting firms;
- (q) assisted counsel with security reviews;
- (r) correspondended with various equipment financiers regarding their proofs of claim;
- (s) issued the statutory notices required by section 245 of the *Bankruptcy and Insolvency Act* ("BIA"); and
- (t) prepared this report.

LEASED PREMISES

- 15. On May 22, 2024, MNP, in its capacity as receiver of 8317, wrote to the Receiver and provided a purported lease agreement between True North and 8317. MNP advised that the lease provides for monthly rent of \$150,000 plus HST, and that True North is responsible for property taxes, security, maintenance, utilities, and insurance at the Real Property (the "Monthly Occupancy Costs"). A copy of MNP's email is attached hereto as Appendix "H".
- 16. MNP in its capacity as receiver of 8317 takes the position that BDO in its capacity as Trustee has occupied the Real Property and is required to pay the Monthly Occupancy Costs for the Real Property from May 6, 2024 until the lease is disclaimed.

- 17. BDO, in its capacity as trustee, does not agree that it is in occupation of the Real Property or liable for payment of the Monthly Occupancy Costs. BDO has reviewed the books and records of the Debtors and notes that while True North made certain rent payments to 8317, these payments were made sporadically and are far smaller than the Monthly Occupancy Costs purportedly owing under the lease agreement provided by MNP. BDO will need to conduct an investigation to determine if the lease agreement is valid and enforceable as against BDO as Trustee or Receiver.
- 18. As at the date of BDO's appointment as trustee, there were approximately 200 Vehicles on the Real Property. The Receiver is working to move all of the Vehicles off the Real Property and expects that this process will be completed shortly.

SECURITY REVIEW

- 19. BMO was the senior secured creditor of the Debtors. Pursuant to a credit agreement dated January 13, 2022, BMO provided True North: i) a \$13.0 million demand revolving line of credit; ii) two non-revolving term facilities totaling \$7.5 million; iii) a \$1 million treasury risk line; and iv) corporate credits cards with limits totaling \$300,000 (collectively the "Loans"). In addition, BMO entered into certain equipment leases with True North and North Shore between February 10, 2021 and September 20, 2021.
- 20. The Loans are secured by, among other things, general security agreements in favour of BMO granted by True North, North Shore and 8317, and a mortgage against the Real Property.
- 21. BDO understands that the proceeds from BMO's loans were used, in part, to repay the amounts owing by the Debtors' to Royal Bank of Canada ("RBC"). BDO understands that the Debtors continue to be indebted to RBC for amounts owing under a corporate credit card and for certain leases (as described below). RBC registered a security interest against all property, assets and undertakings of North Shore, which registration continues to be in effect.
- 22. Since the appointment of BDO as Trustee, BDO has corresponded with all of the parties who have a registered a security interest against the Debtors' assets and has invited them to submit a proof of claim. BDO has also worked with its legal counsel to review the proofs of claim filed. Summaries of the PPSA search results generated by Oncorp with respect to each of the Debtors are collectively attached hereto as **Appendix "I"**. A summary of the security review and the Receiver's action items with respect to the Secured Claims is enclosed with this Report as **Schedule "A"**.
- 23. The following parties have registered a security interest against certain Vehicles that remain in the Receiver's possession but have not filed proofs of claims with BDO, despite being asked by BDO to do so:
 - (a) Wells Fargo Equipment Finance Company;

- (b) Popular Tire Sales & Services Inc., in respect of a claim under the *Repair Storage and Liens***Act (Ontario) (the "**RSLA**");
- (c) New Millenium Tire Centre in respect of claims under the RSLA; and
- (d) BVD Equipment Finance Inc.
- 24. Shortly in advance of serving this Report, counsel for the Receiver obtained an updated PPSA search with respect to the Debtors which disclosed additional RSLA registrations.
- 25. Counsel for the Receiver sent or will send letters to creditors who registered a security interest against the Debtors' assets but have not filed proofs of claims advising that the Receiver will be bringing its motion for an order, among other things, authorizing them to sell the Debtors' assets at the Auction (as defined below) and inviting them to file Proofs of Claims in advance of the Auction.

MISSING EQUIPMENT AND VEHICLE STORAGE

- 26. Following its appointment as Interim Receiver, BDO learned that approximately 175 trucks and trailers were missing (the "Missing Equipment"). Following the issuance of the Bankruptcy Orders, BDO has worked to locate and recover the Missing Equipment. Bal and Randhawa have not cooperated with the Receiver by either providing the location of the Missing Equipment or providing names of former employees who may be able to assist.
- On May 6, 2024, BDO became aware of a bill of sale dated March 14, 2024 (the "Bill of Sale"), between True North and 7959. The Bill of Sale contemplates the sale of 60 of True North's trucks and trailers for nominal consideration (the "Transferred Vehicles"). Through investigations, BDO learned that 17 of the Sold Vehicles were located at the property of a liquidator and were sold in May 2024 the ("May 2024 Vehicle Sale") by Ritchie Bros. at an auction. Pursuant to the Receivership Order, the proceeds of the May 2024 Vehicle Sale are to be paid by Ritchie Bros. to the Receiver.
- 28. The Receiver engaged in discussions with the principal of 7959. The Receiver was advised that the Transferred Vehicles were provided as a repayment of the loan allegedly advanced by Armour Insurance Brokers Ltd. ("**Armour**") to the Debtors. The principal of Armour and 7959 (who are one and the same) have agreed that:
 - (a) the proceeds of the May 2024 Vehicle Sale will be released by Ritchie Bros. to the Receiver;
 - (b) title to the balance of the Transferred Vehicles, to the extent they can be located, can be transferred back to True North and these vehicles can sold by the Receiver; and

- (c) if 7959 or Armour wish to advance a claim to the proceeds from the sale of the Transferred Vehicles, they can file a proof of claim with the Receiver.
- 29. The Receiver identified in its posession 40 Transferred Vehicles (the "Located Sold Vehicles"). To enable the Receiver to sell the Located Sold Vehicles, the Receiver seeks an order of the Court transferring title of the Located Sold Vehicles back to True North.
- 30. On May 23, 2024, Armour discharged its PPSA registrations against the Sold Vehicles.
- 31. In addition to the 17 vehicles sold by Ritchie Bros. at the request of 7959, the following Missing Equipment has been located as of the date of this Report:
 - (a) five trucks and 15 trailers were located at offsite locations under the control of 7959 in Brampton and Milton, Ontario;
 - (b) three trailers were located in Mississauga, Ontario;
 - (c) one trailer was located in Quebec;
 - (d) three trailers were located in Arizona, USA;
 - (e) two trailers were located in Indiana, USA; and
 - (f) five trailers were located in Illinois, USA.
- 32. Due the nature of Vehicles (transport trucks requiring specific licenses), the Receiver required the assistance of individuals licensed to operate or capable of otherwise transporting the Vehicles to a secure location. The Receiver could not engage the former employees to assist with the relocation as the Debtors' insurance had been cancelled and the Receiver has recently secured applicable property insurance.
- 33. The Receiver held discussions with Ritchie Bros. to assist with relocating and securing the Vehicles. Ritchie Bros. advised that it could immediately assist and that it had a secure facility where the Vehicles could be stored. In addition, Ritchie Bros. advised that storage fees would not be charged should the assets be sold by them. Further Ritchie Bros. quoted a fee of less than \$500 per truck/trailer to retrieve and relocate the vehicles.

- 34. The Receiver held discussion with other liquidators, who indicated that while they had availability to assist with the repossession and/or sale of the Vehicles, they would: (i) only deliver the Vehicles to the Real Property because they did not have a yard; (ii) use storage facilities which would have to be procured; or (iii) deliver the Vehicles to their location which was not secured (i.e. vacant land with no fencing, buildings or personnel) at a cost to the Receiver.
- 35. Certain former drivers of the Debtors had requested to drop off Vehicles at the Real Property. The cost of attending at the Real Property each time a Vehicle was to be delivered would make it cost prohibitive for either the Receiver or one of its agents to attend the site. As a result, the Receiver has made arrangements for parties to deliver Vehicles to one of Ritchie Bros. secure facilities.

MACROTECH SALE

- 36. The Receiver learned on May 17, 2024 that on November 15, 2023, True North sold 28 vehicles (the "Macrotech Vehicles") to Macrotech Business Solutions Inc. ("Macrotech") for a total purchase price of \$500,000. A copy of the Bill of Sale between True North and Macrotech is attached hereto as Appendix "J".
- 37. The Receiver has confirmed that payment of \$500,000 was made by Macrotech to True North pursuant to the Bill of Sale and that the purchase price paid was consistent with the market value of these Vehicles.
- 38. A number of the vehicles sold to Macrotech were subsequently immediately leased back to True North through equipment lessors. A number of these equipment lessors have now requested that they be allowed to repossess the vehicles subject to their security. The Receiver is working with these lessors and Macrotech to arrange for pickup. To the extent that there are any unencumbered Macrotech Vehicles remaining in its possession, the Receiver intends to allow Macrotech to repossess these vehicles.

AUCTION AGREEMENT

- 39. Subject to the approval of this Court, the Receiver and Ritchie Bros. have negotiated an Auction Agreement pursuant to which Ritchie Bros. has agreed to sell the Debtors' Vehicles at: (i) the auction scheduled to take place on June 26, 2024 in Ontario in respect of Vehicles located in Ontario; (ii) at the auction scheduled to take place on July 10, 2024 in Quebec in respect of Vehicles located in Quebec; and (iii) and at any such future auction as approved by the Receiver (collectively, the "Auction").
- 40. Pursuant to the Auction Agreement, Ritchie Bros. agreed to:

- (a) retrieve and transport all of the Vehicles to the closest storage facility for a fee of less than \$500 per Vehicles located in Ontario;
- (b) store the Vehicles free of charge pending the Auction; and
- (c) sell the Vehicles at the applicable Auction on a commission only basis pursuant to which Ritchie Bros. will receive a commission of 6.5% on all items sold. For any Vehicle realizing \$3,000 or less, the commission payable will be \$195 per Vehicle.
- 41. The Auction Agreement is conditional on the Receiver obtaining the Court approval of same.
- 42. Receiver is of the view that the terms of the Auction Agreement are fair and reasonable.
- 43. Including the Vehicles that are in the Receiver's possession or control in the Auction will allow the Receiver to quickly monetize on the Debtors' assets and reduce the cost of holding depreciating assets. The Receiver has engaged Ritchie Bros. to move all of the Vehicles located on the Real Property that have not been repossessed to a secured storage facility, together with any additional Vehicles located by the Receiver, in accordance with the cost arrangement set out in paragraph 40 above. The Receiver also retained Ritchie Bros. to move all of the Vehicles located outside of Ontario to their nearest facility.
- 44. The Receiver has held discussions with secured creditors who submitted their security documents to the Receiver to understand whether they wanted to include Vehicles subject to their security in the Auction.
- 45. As at the date of this Report, BMO, the Royal Bank of Canada (formerly HSBC), Meridian Onecap Credit Corp. and Blue Shore Transport Finance have indicated that they would like to include Vehicles subject to their security in the Auction. The Receiver intends to continue to reach out to other secured creditors who the Receiver concerning the inclusion of assets subject to their security interest in the Auction.
- 46. In the event that the Auction Agreement is approved by the Court, a bill of sale, substantially in the form attached hereto as **Appendix "K"**, will be provided by the Ritchie Bros. to buyers in connection with the Auction, and upon delivery of the bill of sale, title to the applicable asset(s) will vest in the ultimate purchaser of the assets listed in the instrument free and clear of all liens and encumbrances.
- 47. The Receiver respectfully recommends that this Court authorize the Receiver to enter into the Auction Agreement and approve the Auction Agreement and the transactions contemplated therein for the following reasons:
 - (a) the commercial terms of the Auction Agreement are reasonable and consistent with industry standards;

- (b) the commission structure provided for in the Agreement is favourable to the Debtors' estates and creditors, particularly when taking into account the fact that Ritchie Bros is also providing storage for the Vehicles free of charge;
- (c) the retrieval costs of the Vehicles are also reasonable and are consistent with industry standards;
- (d) Ritchie Bros.' experience with selling the Debtors' equipment and similar vehicles;
- (e) Ritchie Bros.' location relative to the Real Property, which minimizes the costs associated with transporting the Vehicles;
- (f) the expediency of the upcoming Auctions, allowing the Receiver to quickly monetize these assets; and
- (g) the Receiver is of the view that engaging a different liquidator would only delay the sale of the Vehicles, drive up costs and impair available recoveries.
- 48. The secured creditors who have the first ranking security interests in the Vehicles currently subject to the Auction Agreement consent to these assets being sold by Ritchie Bros. The Receiver is continuing to work the balance of secured creditors to either include the assets subject to their security in the Auction or to arrange for these creditors to repossess the assets subject to their security. If there is any dispute between the Receiver and such creditors regarding the inclusion of the assets subject to their security in the Auction, the Receiver will return to Court to address same.

FUNDS INTERCEPTED BY THE PRINCIPALS

- 49. On April 16, 2024, BDO in its capacity as Interim Receiver wrote to Royal Bank of Canada ("**RBC**") and requested that True North and North Shore's bank accounts held at RBC be set to "Deposit Only" to allow for deposits to continue to be made but prohibiting withdrawals from the account.
- 50. On April 24, 2024, RBC confirmed that the accounts had been set to Deposit Only. On April 26, 2024 RBC advised the Receiver that Randawa attended at RBC and withdrew \$29,801 from the account. Upon further investigation, Randawa confirmed that he withdrew these funds.
- 51. The Receiver demanded that Randhawa pay these funds to the Receiver. Randhawa has not done so. RBC advised that it will reimburse BDO for the funds improperly withdrawn by Randhawa.

- 52. The Receiver demanded the return of the improperly withdrawn funds from Randhawa. On May 28, 2024, the Receiver was advised that Randhawa filed a voluntary assignment in bankruptcy. Alan Page with Schwart Levitsky Feldman Inc. was appointed as bankruptcy trustee. The Notice of Bankruptcy dated May 27, 2024 is attached hereto as **Appendix "L"**.
- 53. Through its investigations, BDO learned that on April 23, 2024, subsequent to the IR Order being issued, the Debtors opened accounts at ICICI Bank. Based upon the Receiver's discussions with ICICI Bank, the Receiver understands that the Debtors had been depositing customer cheques at ICICI Bank. The Receiver was successful in having ICICI Bank place the account to "Deposit Only" and subsequently received approximately \$51,000 from ICICI Bank.
- 54. The Receiver is continuing its investigations and will continue to report to the Court.
- On May 16, 2024, the Receiver became aware that certain of the Debtors' customer payment cheques were deposited at Talka. The Receiver wrote to Talka and requested the accounts be place to "Deposit Only". On May 17, 2024, Talka wrote to the Receiver and stated that the Debtors did not have accounts at Talka. The Receiver provided Talka a cancelled cheque drawn at Talka and was advised by Talka that: "The account is a third-party cash chequing account and does not belong to True North Freight. True North Freight would have engaged the services of our member to provide them with cash. In return, the cheque was processed through our member's business account". A copy of the correspondence between the Receiver and Talka dated May 16 and May 17, 2024 is attached hereto as Appendix "M".
- The Receiver is aware that two cheques belonging to True North totaling \$55,476.36 were deposited by Talka's member into its account with Talka. By letters dated May 23, 2024 and May 28, 2024, counsel for the Receiver wrote to Talka and demanded that Talka provide to the Receiver:
 - (a) the name and contact information of the member that cashed the cheques belonging to True North which can be identified as follows:
 - (i) Cheque #202098 from Nordan Express Inc. in the amount of \$4,400; and
 - (ii) Cheque #31547 from Cascades Container Board in the amount of \$51,076.36.
 - (b) advise if this member or any other members of Talka have any other business arrangements with the Debtors;
 - (c) advise of any other deposits of True North's cheques made with Talka and provide the Receiver with all documents evidencing same, including evidence of payments made by Talka's member(s) to True North or any of its representatives;

(d) advise on what steps Talka undertook to verify that the person that endorsed the cheques

deposited by Talka's member had the requisite authority to do so;

(e) provide the name and contact information for the recipient of the deposited funds from Talka's

member, advise how the payments were made (i.e. via cheque or a bank draft) and provide

evidence of same; and

(f) immediately return any of True North's funds deposited with Talka after the date of

bankruptcy.

Copies of these letters are collectively attached hereto as **Appendix "N"**.

57. On May 30, 2024, counsel for the Trustee had a call with counsel for Talka. On this call, Talka's counsel

advised that it is prepared to comply with the Receiver's request provided that the Receiver obtains an

order of the Court requiring Talka to do so. Accordingly, the Receiver seeks an order of the Court

requiring Talka to provide the requested information and return the funds belonging to True North.

SUMMARY AND RECOMMENDATIONS

58. Based on the foregoing, the Receiver respectfully requests that the Court grant an Order:

(a) Transferring title to the Located Sold Vehicles to True North;

(b) approving the Auction Agreement;

(c) issuing a vesting order which will vest title to the ultimate purchaser of the vehicles free and

clear of all liens and encumbrances;

(d) ordering Talka to provide the information requested by the Receiver as particularized in

paragraph 56 of this Report and to return the funds belonging to True North improperly

deposited in Talka's member's account; and

All of which is respectfully submitted this 11th day of June, 2024

BDO CANADA LIMITED

Per:

Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT

Title: Senior Vice President

SCHEDULE A TO THE FIRST REPORT

Secured Creditor	Nature of Security Claim	Opinion	Action to be undertaken
Mercedes Benz Financial Service Canada Corporation/ Daimler Truck Financial Services Canada Corporation	A purchase money security interest ("PMSI") with respect to 16 Vehicles	PMSIs were validly perfected. Certain of the vehicles subject to this creditor's security have had liens registered against them under the Repair Storage and Lien Act (Ontario) ("RSLA"). If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants these vehicles sold at an auction. If the creditor wishes to repossess its vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in these vehicles.
De Lage Landen Financial Services Canada	PMSIs with respect to 10 Vehicles	PMSIs were validly perfected. No other creditor registered a security interest against these VINs	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants these vehicles sold at an auction. If the creditor wishes to repossess its vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in these vehicles.
TFG Financial Corporation	PMSIs with respect to 10 Vehicles	PMSIs were validly perfected. No other creditor registered a security interest against these VINs	This creditor has made a request to repossess the vehicles subject to their PMSI. The Receiver is in the process of determining if there is any equity in these vehicles beyond what is owing to this creditor.

Bodkin, a division of Bennington Financial Corp. ("Bodkin")	PMSIs with respect to 3 vehicles	The PMSIs were properly perfected. Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants these vehicles sold at an auction. If the creditor wishes to repossess their vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in these vehicles.
Meridian Onecap Credit Corp. (" Meridian ")	PMSIs with respect to 20 vehicles	PMSIs were validly perfected. No other creditor registered a security interest against these VINs	Meridian requested that its vehicles be sold at the Auction (as defined in the Receiver's First Report to the Court)
LBEL Inc.	A PMSI with respect to one vehicle	The PMSI was validly perfected. Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	The Receiver is in the process of verifying if there is any equity in this vehicle beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants this vehicle sold at an auction. If the creditor wishes to repossess its vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in this vehicle.

LBC Capital Inc.	PMSIs with respect to 6 vehicles	PMSIs were validly perfected. Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants these vehicles sold at an auction. If the creditor wishes to repossess its vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in these vehicles.
ВМО	A general security interest against all of the Debtors' properties, together with registrations against certain specific vehicles (the "BMO Vehicles")	BMO has a first ranking security interest against the BMO Vehicles Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	Unless otherwise advised by BMO in advance of the Auction, the BMO Vehicles will be sold by the Receiver at the Auction (as defined in the First Report).

Coast Capital Equipment Finance Ltd. ("Coast")	PMSIs with respect to 49 vehicles	The Receiver is in possession of 33 vehicles subject to Coast's security. Of these vehicles, 28 are also subject to a security interest in favour of BVD Capital Corporation ("BVD") which was registered prior to Coast's registration. BVD has not yet filed a proof of claim.	The Receiver asked Coast to provide evidence that BVD's security interest ranks behind Coasts by June 13, 2024. If satisfactory evidence is not received by the Receiver of Coast's priority in those assets, the Receiver intends to sell those vehicles at the Auction and will invite Coast and BVD to file a proof of claim with respect to the net sale proceeds. The Receiver advised Coast that it can pick up one vehicle subject to its security. The Receiver is in the process of obtaining valuations for the other 4 vehicles that are not subject to BVD's security in order to satisfy itself if there is equity in those vehicles.
Blue Shore Transport Finance ("Blue Shore")	PMSIs with respect to 2 vehicles	PMSIs were validly perfected. No other creditor registered a security interest against these VINs	Blue Shore requested that these vehicles are sold at the Auction (as defined in the First Report).
CLE Capital Inc. and Mitsubishi HC Capital Canada Leasing Inc.	PMSIs with respect to 10 vehicles	PMSIs were validly perfected. No other creditor registered a security interest against these VINs	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants these vehicles sold at an auction. If the creditor wishes to
			repossess its vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in these vehicles.

Toyota Credit Canada Inc.	A PMSI with respect to one vehicle	The PMSI was validly perfected. No other creditor registered a security interest against this VIN	The Receiver is in the process of verifying if there is any equity in this vehicle beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants this vehicle sold at an auction. If the creditor wishes to repossess its vehicle, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in this vehicle.
R&S Trailer Leasing Limited (o/a Breadner Trailers) ("Breadner")	PMSIs with respect to 42 vehicles	PMSIs were validly perfected. Ten of the vehicles over which Breadner asserted a PMSI had mistakes in the VIN Numbers. The registrations were make against the correct Debtor name. On consultation with BMO, the Receiver did not challenge the PMSIs with respect to those particular vehicles. Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants these vehicles sold at an auction. If the creditor wishes to repossess its vehicles, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in these vehicles.

Concentra Bank/Concentra a division of Bennington Financial Corp.	A PMSI with respect to one vehicle	The PMSI was validly perfected. No other creditor registered a security interest against this VIN	The Receiver is in the process of verifying if there is any equity in this vehicle beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants this vehicle sold at an auction. If the creditor wishes to repossess its vehicle, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in this vehicle.
CWB National Leasing Inc.	PMSIs with respect to 16 vehicles	The Receiver is in the process of reviewing CWB's security. Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	After completing the security review, the Receiver will assess the next steps.
The Bank of Nova Scotia	PMSIs with respect to 4 vehicles	PMSIs were validly perfected. No other creditor registered a security interest against these VINs	The Receiver is in the process of verifying if there is any equity in these vehicles beyond the amounts owing to this creditor.
VFS Canada Inc.	PMSIs with respect to 15 vehicles	PMSIs were validly perfected.	The Receiver is in the process of verifying if there is any equity in this vehicle beyond the amounts owing to this creditor. The Receiver has also been in touch with this creditor to inquire if it wants this vehicle sold at an auction.

		Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	If the creditor wishes to repossess its vehicle, the Receiver will consider this request once it is able to satisfy itself that there is no equity left in this vehicle.
HSBC Bank of Canada	PMSIs with respect to 32 vehicles	PMSIs were validly perfected. Certain of the vehicles subject to this creditor's security have had liens registered against them under the RSLA. If the creditor wants to repossess these vehicles, these liens will need to be addressed before the vehicles can be released.	HSBC has requested that its vehicles be included in the Auction.

APPENDIX E

From: David Powrie Maya Poliak To:

Cc: Marvlyn Dupie; Crystal Hawkins

Subject: RE: [EXT] RE: True North - Vin Searches registered to Coast Capital (Our File 2401166)

Friday, August 9, 2024 12:35:13 PM Date:

Attachments: image001.png image002.png

image003.png image004.png image005.png

E4274 Contract Docs.pdf
Proof of Claim - North Shore Logistics.pdf

Bill of Sale Rush to Coast.pdf EFT Wire to Rush.pdf Insurance E4274.pdf

CAUTION: [External]

Maya – I hope that you had a good vacation. I am looking to set up a further call to discuss my client's (Coast Capital) ownership over the following units:

3HSDWTZR7NN387364 3HSDWT7R0NN387366 3HSDWTZR9NN387365 3HSDWTZR5NN387363

Those units were initially leased to Kanman Logistics Inc. under Lease E4274, a copy of those contract documents are attached. That contract was changed on or about November 23, 2021 from Kanman Logistics Inc. to North Shore Logistics

I am now also providing you with the following:

- 1. Proof of claim provided listing (4) 2022 INTERNATIONAL RH613 per VINS below
- 2. Bill of sale showing purchase from Rush Truck Centres to Coast Capital (formerly Travelers Leasing)
- 3. Internal requisition for wire transfer to Rush Truck Centres for payment
- 4. Copy of Insurance listing Travelers as lessor and loss payee form same period.

Can we schedule a call on Monday to discuss the above units.

Thanks, and I look forward to hearing from you.

David Powrie (he/him/his) Partner

d: 416-363-5587 f: 416-363-9111



Evangelista **Barristers & Solicitors** 199 Bay Street, Suite 4110 P.O. Box 334 Commerce Court Postal Station Toronto, ON M5L 1G2

CONFIDENTIALITY NOTE

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is addressed, or an authorized recipient, and may not otherwise be distributed, copied or disclosed. The contents of the transmission may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed and are not waived. If you have received this transmission in error, please notify the sender immediately by return electronic transmission and then immediately delete this transmission, including all attachments, without copying, distributing or disclosing same.

From: Maya Poliak <Maya@chaitons.com>
Sent: Thursday, July 25, 2024 5:42 PM
To: David Powrie <dpowrie@evangelista.ca>

Subject: Re: [EXT] RE: True North - Vin Searches registered to Coast Capital (Our File 2401166)

Hi David. You can call me at 4168202505.

Sent from my iPhone

Maya Poliak | Partner Chaitons LLP | T: 416.218.1161

On Jul 25, 2024, at 5:31 PM, David Powrie < dpowrie@evangelista.ca > wrote:

CAUTION: [External]

Yes, that works. What is the best number to reach you at?

David Powrie (he/him/his) Partner

d: 416-363-5587 f: 416-363-9111



Evangelista
Barristers & Solicitors
199 Bay Street, Suite 4110
P.O. Box 334
Commerce Court Postal Station
Toronto, ON M5L 1G2

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800-9900 King George Blvd, Surrey BC V3T 0K7

LESSEE Kanman Logistics Inc.

43 Arctic Fox Cres, Brampton ON L6R 0J5

MASTER LEASE AGREEMENT NO.

E4274

Jurisdiction of Formation: Ontario

Ph: (905) 296-5200

Email: --> _____

This Master Lease Agreement, including the terms and conditions on the reverse side hereof and any Schedules hereto, correctly sets forth the entire agreement between Travelers Leasing Ltd. ("Lessor") and Lessee ("this Agreement"). No agreements or understandings shall be binding on either of the parties hereto unless in writing and executed by the parties hereto. The collection, use and disclosure of the personal information in this Agreement is governed by the Coast Capital Savings Privacy Policy. (a copy of which is available at any branch or online at www.coastcapitalsavings.com)

- 1. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the personal or movable property (the "Equipment") described in the Lease Schedule(s) (each, a "Schedule") executed and to be executed by the parties and which refer to and incorporate by reference this Agreement. Each Schedule shall constitute a separate lease of Equipment described in such Schedule and the provisions hereof will be deemed to be a part thereof (a each, a "Lease"). In contemplation of entering into a Schedule with respect to certain Equipment, Lessor and Lessee may enter into an interim lease funding agreement providing for the acquisition of such Equipment by Lessor and at the request of Lessee.
- 2. Term and Rental. The term of the lease for any Equipment ("Lease Term"), its commencement date ("Lease Commencement Date") and the amount of the rental ("Rental"), together with the applicable taxes (including sales tax, goods and services tax and and harmonized sales tax) thereon, if applicable, and the terms of payment thereof, will be as provided in the Schedule related to such Equipment. During a Lease Term under a Schedule, Lessee shall pay to Lessor the Rental at the times specified in such Schedule. Lessee shall not be permitted to prepay its Rentals or other obligations. Lessee shall on the Lease Commencement Date pay Lessor the number of advance rentals, if any, set forth in the Schedule. Such advance rentals shall not constitute a security deposit and shall not be refundable to Lessee under any circumstances, but shall be applied by Lessor against subsequent Rental in reverse order of maturity. Lessee's obligation to pay Rental and other amounts owing under a Schedule or hereunder is absolute and unconditional and is not subject to any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all.
- 3. Pre-Authorized Payment Debit ("PAD") Plan ("PAD Agreement"): Lessee hereby authorizes Lessor to periodically draw payments from Lessee's account with a financial institution ("Account") either indicated in a void specimen cheque delivered by Lessee or otherwise provided by Lessee (whether it continues to be maintained at the current location or at another branch of such financial institution) to pay the Rental and other amounts due under each Lease. This PAD Agreement provides for the issuance of business PADs and is for the benefit of Lessor and the financial institution where the Account is (the "FI") and Lessee agrees that delivery of this PAD Agreement to Lessor constitutes delivery to FI. Lessee hereby confirms that (a) all persons required to sign on the Account have signed this PAD Agreement, (b) the Account information given to Lessor is correct, and (c) FI is not required to verify that PAD has been drawn in accordance with this PAD Agreement, including the amount, frequency, and fulfillment of any purpose of any PAD. Lessee will immediately notify Lessor in writing of any changes to the signatories to the Account or the Account itself. Lessee may cancel this PAD authorization subject to providing Lessor written notice at least 10 business days prior to the next debit due date. If the PAD is cancelled, Lessee agrees to pay Lessor's service charge for other payment methods. To obtain a cancellation form, or for more information on the right to cancel the PAD authorization, Lessee may contact FI or visit www.cdnpay.ca. Lessee

acknowledges that the right to cancel the PAD authorization only applies to the method of payment and has no bearing otherwise on the obligations under any Lease. Lessee hereby waives any prenotification requirements that apply to any PAD under this PAD Agreement. This means that Lessee accepts that notice will not be provided before the due date of any PAD. Lessee has certain recourse rights if any debit does not comply with this PAD Agreement. For example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain more information on Lessee's recourse rights, Lessee may contact FI or visit www.cdnpay.ca. Lessee may dispute a PAD and may claim for reimbursement if (a) the PAD was not drawn in accordance with this PAD Agreement, or (b) this PAD Agreement was cancelled. If Lessee is claiming reimbursement, then Lessee must within 10 business days of the date of posting of a PAD, deliver to FI a declaration to the effect that either (a) or (b) in the preceding sentence occurred. Any claim relating to a PAD which is advanced after the expiry of the time in the preceding sentence is strictly a matter between Lessor and Lessee.

- 4. Use. Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental laws, regulation, orders and rules. Lessee agrees not to remove the Equipment from its location as set forth in the related Schedule without Lessor's prior written consent, provided that Equipment which is mobile by nature shall be based at such location but may be operated away from such location in the ordinary course of Lessee's business so long it remains in the province set forth in the applicable Schedule unless otherwise agreed to in writing by Lessor. Lessee shall not affix the Equipment to real or immovable property nor to any goods, chattels or moveable property not otherwise leased hereunder. The Equipment shall be used only for business purposes (that is, only for carrying on a business). Lessee shall permit Lessor or its agents at all reasonable times to fully inspect the Equipment.
- 5. Maintenance. Lessee assumes all risk of loss or damage to the Equipment from the date of shipment thereof until it is returned to Lessor and the Schedule with respect to it is terminated, and agrees that the Equipment will be installed and maintained in good operating condition at Lessee's expense and returned to Lessor promptly at the expiry of the Lease Term in good operating condition (ordinary wear and tear excepted).
- 6. Alterations. Lessee may make alterations, additions or improvements to the Equipment provided such alterations, additions or improvements shall not decrease the value of the Equipment or impair its utility. Any alterations, additions or improvements to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor subject to the terms of this Agreement during the Lease Term of such Equipment. Lessee may remove any such alterations, additions or improvements at the expiration of the Lease Term of such Equipment, provided Lessee shall repair any damage to the Equipment or the premises where located resulting from or occasioned by such

Dated the 2	6 day of	Aug	, 20_	21
Kanmaı	n Logis	stics Inc.		
Χ	ydu	phond'	long	
For Office u		۴.	'	

Accepted by Lessor:

Travelers Leasing Ltd.

Name and Title:

removal and provided any such removal shall restore the Equipment to its original state and condition (ordinary wear and tear excepted).

- 7. Insurance. As and from the earlier of the date upon which Lessor pays any part of the cost of an item of Equipment or acquires ownership of or title to an item of Equipment or bears any risk, responsibility and liability therefor and thereafter throughout the Lease Term of an item of Equipment, Lessee shall at its sole expense:
 - a) insure the Equipment against all risks of physical loss or damage, including without limitation loss by fire (including extended coverage), theft, collision and such other risks of loss as are customarily covered by insurance on such type of equipment by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such deductibles and such insurers as shall be satisfactory to Lessor, but in no event shall such insurance be less than an amount (the "Loss Value") equal to the present value from time to time of all unpaid amounts due as Rental or otherwise (including the purchase option amount or any amounts due if the purchase option is not exercised, if applicable) with respect to such Equipment, calculated by discounting such amounts at the rate of two percent (2%) per annum, which amount the parties agree represents an estimate of the full replacement value of the Equipment from time to time during the Lease Term.
 - b) Maintain public liability and property damage insurance in respect of the use, operation and possession of the Equipment and the ownership thereof by Lessor with insurers satisfactory to Lessor in such form and with such deductibles and limits of liability as Lessor may from time to time reasonably require.

Each insurance policy will name Lessee and Lessor as insureds, will name Lessor as an additional insured and loss payee or S.E.F. No. 5a - Permission to Rent or Lease Endorsement thereof and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof, and will provide that no act, omission or misrepresentation by Lessee or any other named insured will affect the rights of Lessor and its successors and assignees. At Lessor's request, Lessee shall furnish to Lessor a certificate or certificates of insurance or other evidence satisfactory to Lessor that such coverage is in effect, provided, however, that Lessor shall be under no duty to either ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. If any such policies of insurance contain a co-insurance clause, Lessee shall either cause such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent Lessee from becoming a co-insurer under the terms of any such policy. Lessee will, at its expense, make all proofs of loss and take all other steps necessary to recover insurance benefits unless advised in writing by Lessor that Lessor desires so to do at Lessee's expense. Proceeds of insurance shall at the option of Lessor be disbursed by Lessor against satisfactory invoices for repair or replacement of Equipment, or be retained by Lessor for application against Lessee's obligations hereunder, and if the proceeds received are less than the Loss Value of the Equipment lost, Lessee shall immediately pay to Lessor the amount of such deficiency. The total or partial loss of the Equipment or its use or possession shall not relieve Lessee from its obligations and liabilities hereunder. If Lessee fails to insure Equipment as required hereunder, Lessor may, without obligation to do so, obtain such insurance itself and the cost of the insurance shall be for the account of Lessee and payable on demand, together with interest at the rate stipulated in paragraph 13(c) from the date of disbursement by Lessor to the date of payment by Lessee.

- 8. Uninsured Loss and Damage. If any item of Equipment is lost, stolen, destroyed or damaged beyond repair and is not covered by insurance in the amount required by section 7 for any reason, or in the event of any condemnation, confiscation, seizure or expropriation of such item, Lessee shall immediately pay to Lessor the Loss Value of such item, at which time Lessor will transfer to Lessee, without recourse or warranty of any nature whatsoever, all of Lessor's right, title and interest in such item of Equipment.
- Laws. Lessee shall comply with all laws relating to the Equipment, its
 possession and use and the ownership thereof by Lessor, and shall
 have at all times have all licences, permits and consents required by

law in connection with its possession, use and operation of the Equipment.

- 10. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor, which representations and warranties shall be deemed to be repeated on each day that this Agreement remains in force, that:
 - a) Lessee, if not an individual, is duly formed and validly existing in good standing under the laws of the jurisdiction of its formation, and Lessee is entitled to carry on its business in the jurisdictions that it carries on business, and Lessee has the power, corporate or otherwise, to enter into this Agreement and all certificates and other documents required hereby or referred to herein;
 - b) this Agreement has been duly authorized by all necessary action, corporate or otherwise, on the part of Lessee, has been duly executed and delivered by Lessee and constitutes the legal, valid and binding agreement of Lessee enforceable against it in accordance with their terms;
 - c) the execution, delivery, observance and performance of this Agreement does not and will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of any lien on or in any property or assets of Lessee, pursuant to any applicable laws, Lessee's constating documents (if any), or any agreement, indenture or other instrument to which Lessee is a party or by which Lessee or any of its property may be bound;
 - d) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets which, in the reasonable and bona fide opinion of Lessee, may have a material adverse effect on the financial condition or business of Lessee;
 - e) Lessee's full legal name (English and French, if applicable), jurisdiction of formation, principal place of business, chief executive office and the location of the office where it keeps its' records is set out on the first page of this Agreement;
 - f) all financial statements and other information given by Lessee to Lessor under or in connection with this Agreement is trust, correct and complete and all financial statements of the Lessee have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in Lessee's financial condition since the date of the most recent financial statements provided to Lessor.
- 11. Exclusion of Equipment Warranties. Lessee acknowledges that (a) Lessee alone will have selected the Equipment, (b) Lessee leases the Equipment "as is", and (c) Lessor does not deal in the Equipment and that Lessor does not and will not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or its adequacy for Lessee's purpose or otherwise. Lessor will have no liability whatsoever (including, without limitation, liability for any indirect or consequential damages) arising from any latent or other defect in the Equipment including any fundamental breach, or other failure of performance, capacity or operation of the Equipment. If any Equipment is unsatisfactory for any reason, Lessee shall pay the Rental owing in respect of such Equipment without any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, and shall seek recourse solely against the supplier or manufacturer of such Equipment. For such purpose and for the Lease Term, Lessor assigns to Lessee the benefit of all warranties and guarantees provided by manufacturers or suppliers of Equipment. If the manufacturer or supplier substitutes replacement equipment for any Equipment described in a Schedule, Lessee will promptly give Lessor notice thereof together with such particulars as are necessary to prepare a corrected Schedule and such replacement equipment shall be deemed Equipment.
- 12. Default. It shall be a default hereunder ("Default") and under all Schedules if:
 - a) Lessee fails to pay any Rental or other amounts payable under any Schedule or hereunder when due in the manner specified;
 - b) Lessee fails to observe or perform any convenant or other obligation or provision of a Schedule or hereunder;
 - c) Lessee or any guarantor of the obligations of Lessor to Lessee ("Guarantor") becomes insolvent (within the meaning of the

Initials X.______

Bankruptcy and Insolvency Act) or commits or threatens to commit an act of bankruptcy or if a petition in bankruptcy, proposal, arrangement or reorganization under the Bankruptcy and Insolvency Act, Winding Up Act or Companies' Creditors Arrangement Act is filed by or against Lessee or any Guarantor or if a receiver or receiver-manager is appointed for Lessee or any Guarantor or a substantial part of property of Lessee or Guarantor;

d) an encumbrancer or any other party takes possession of (i) a substantial part of the property of Lessee or any Guarantor or (ii)

any of the Equipment;

- e) any representation or warranty made by Lessee or any Guarantor to Lessor in in this Agreement or in connection with the entering into of this Agreement or any statement in any document or agreement in connection herewith proves to have been untrue or incorrect when made or furnished;
- f) Lessee or any Guarantor dissolves, winds up, liquidates, ceases or threatens to cease to carry on the business currently being carried on by it or disposes of all or substantially all of its property;
- g) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means;
- h) if Lessee or any Guarantor is not an individual, there is any change in its effective control without the prior written consent of Lessor;
- i) any final, non-appealable judgement is rendered against Lessee or any Guarantor which remains unsatisfied for 30 days following the rendering of such judgement;
- j) Lessee or any Guarantor is in default under any other lease, contract, agreement or obligation now existing or hereinafter entered into with Lessor or any assignee of Lessor whether Lessee or such Guarantor is bound alone or with others;
- k) Lessee or any Guarantor dies or becomes mentally incompetent, if an individual,
- Lessee or any Guarantor, is merged, amalgamated or consolidated with another entity without the prior written consent of Lessor; or
- m) Lessor believes in good faith that the payment of the Rental or the performance or observation of any covenant herein is impaired or that the Equipment is in danger of being lost, damaged or confiscated, or of being encumbered by Lessee or seized or otherwise attached by anyone pursuant to any legal process or otherwise.

For greater certainty, Lessee acknowledges that a Default under one Schedule shall be deemed a Default under all Schedules.

13. Remedies.

- a) Upon Default and any time thereafter Lessor may, in addition to any other right or remedy Lessor may have at law or in equity Lessor shall have the rights and remedies set out below, all of which shall be enforced successively, concurrently and/or cumulatively:
 - i) without further notice, take possession of the Equipment under any or all Schedules ("Repossession") and for such purpose Lessee hereby grants Lessor the right to enter its premises at the then current Equipment location for the purpose of Repossession and waives claims for any damages, whether to property or otherwise, arising out of a Repossession and acknowledges that Lessor may retain all prior payments as partial compensation for the use of the Equipment, and sell or lease the Equipment upon such terms as Lessor determines with or without notice, at private or public sale, with or without having the Equipment at the sale (Disposition");
 - ii) upon five (5) days' prior written notice upon Default, terminate this Agreement and any Schedule; or
 - iii)demand, as a genuine pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Loss Value of the Equipment.
- b) Lessee will pay all costs arising or incurred by Lessor as a result of Default, including legal fees on a solicitor and his own client basis. Such costs will be first deducted from the proceeds of any Disposition. If an amount in excess of the loss value is received by Lessor, after costs, from the exercise of its remedies under paragraph 12(a), Lessor shall pay to Lessee or any other party entitled by law to such payment, any such excess, and Lessee shall be liable for any deficiency.
- c) Lessee will pay Lessor interest at 1.25% per month (15% per annum), compounded monthly on all sums not received by Lessor when due and owing under the provisions of any Schedule or hereunder. Such interest shall be calculated monthly, not in

- advance, and be due and payable on the same days as provided for the payment of Rental so long as payment of any monies due and payable hereunder is in arrears.
- d) Lessee waives all claims for damages against Lessor arising out of the Repossession, voluntary surrender, removal or Disposition of the Equipment;
- e) All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together, in any order or combination; and
- f) Lessor may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Equipment, and in each such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amount otherwise owed by Lessee.
- 14. Ownership. Title to the Equipment is and shall remain in Lessor. During the Lease Term, the Equipment shall be and remain movable, personal and chattel property. Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of the Equipment during the Lease Term provided Lessee performs its obligations hereunder and under any Schedule. Lessor may require plates, labels, or other markings to be affixed to or placed prominently upon the Equipment indicating Lessor as the owner.
- 15. Return on Termination. At the end of the Lease Term of each Schedule, the Equipment shall be returned to Lessor at a place reasonably designated by Lessor, unless a purchase option is exercised in respect thereof.
- 16. Indemnification. Lessee shall be responsible for, and shall indemnify and save Lessor harmless from and against, all losses, claims, costs, expenses, damages, actions and liabilities, including without limitation solicitor's fees on a solicitor and his own client basis, in connection with, or arising from, this Agreement and/or any Schedule, the Equipment and the acquisition, possession, return, ownership, leasing, use and operation of the Equipment. This indemnity shall survive termination of this Agreement.

17. Taxes, Liens, Changes. Lessee shall

- a) punctually pay all sales and other taxes, license fees, levies and assessments which may become payable at any time upon, or in respect of, the Equipment, this Agreement and/or any Schedule;
- b) defend the Equipment against all claims and deeds and keep the Equipment free and clear of liens, charges, security interests, hypothecs, attachments, seizures and encumbrances of any kind, except those in favour of Lessor, and not, without prior written consent of Lessor, sublet or otherwise relinquish possession (except as required for necessary maintenance or repairs) of the Equipment or any part; and
- c) notify Lessor in writing (i) no less than 60 days prior to changing its name, the location of its principal place of business, chief executive office, the location where it keeps its records, jurisdiction of formation and at Lessee's cost, Lessee shall enter into such agreements or take such steps as Lessor may reasonably require to ensure that Lessor's rights and interests in the Equipment are protected and preserved, (ii) immediately upon Lessee learning of the same, the occurrence of a Default, any proceeding instituted or threatened to be instituted against Lessee in any court or before any regulatory body, or any event, circumstance or claim that could reasonable be expected to have a material adverse effect on Lessee or its ability to perform its obligations hereunder.
- 18. Remedying Defaults. If Lessee shall fail to perform or comply with any of Lessee's obligations hereunder and/or under a Schedule, Lessor in its discretion may do all such reasonable acts and make all such reasonable disbursements as may be necessary to remedy such failure and any disbursements so made shall be payable by Lessee on demand, together with interest at the rate stipulated in paragraph 13(c) from the date of disbursement by Lessor to the date of payment by Lessee.

Initials X.

19. **Notices**. a) Notices with respect hereto will be given in writing personally delivered to an officer or duly authorized representative of the recipient party or by prepaid registered mail addressed to such party at its address set forth above or such other address as it may in writing direct. Notice, if mailed as aforesaid, shall be deemed effective upon the fifth business day after the mailing thereof; (b) If Lessee has provided the email address and signed this Agreement, Lessee agrees that Lessor may send electronic communications for the purposes of promoting and marketing products and services of Lessor, provided that the Lessee may withdraw its consent to receive such communications for the purposes described above by providing written notice to Lessor; however, this withdrawal will not affect any other electronic communications that Lessor may need to send to Lessee to administer this Agreement or to comply with applicable law.

20. Assignments.

- a) This Agreement including any Schedule is not assignable by Lessee nor may Lessee assign or sublet the Equipment without the prior written consent of Lessor.
- b) Lessee acknowledges that Lessor may, at any time without notice to or the consent of Lessee, assign this Agreement, any Lease, the Equipment, in whole or in part, including granting or assigning any encumbrances or other interests in this Agreement, any Lease and/or Equipment, to any person ("Assignee"). Lessee hereby consents to the delivery of copies of this Agreement and related documentation and the disclosure of information provided by Lessee, if any, to Assignee (including prospective Assignees) and Assignee's collection and use thereof, without given Lessee any further notice of it. Assignee will be entitled to all of Lessor's rights, powers and privileges under the applicable Lease to the extent of the assignment, including the right to make further assignments, but Assignee shall have no obligation to perform any obligations of Lessor other any obligations expressly assumed by Assignor. If Lessor notifies Lessee of an assignment, Lessee will (i) unless directed otherwise, absolutely and unconditionally pay all amounts due under the assigned Lease to Assignee without any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, (ii) not permit the assigned Lease to be amended or any terms waived without written consent of Assignee, (iii) waive any defenses to payment or right of set-off against Assignee and (iv) execute acknowledgements of assignment as may be reasonably request by Lessor.

21. Miscellaneous.

- a) This Agreement shall be binding upon and enure to the benefit of Lessor and its successors and assigns and shall be binding upon Lessee and the heirs, executors, administrators, successors and permitted assigns or sublets of Lessee.
- b) If more than one person, firm or corporation executes this Agreement as Lessee, their respective liabilities hereunder will be both joint and several, but Lessor will be fully discharged in respect of any obligation hereunder upon performance of that obligation in favour of any one of them.
- c) No term, condition or provision of this Agreement will be waived or deemed to have been waived by Lessor except in writing.
- d) Lessee shall furnish its financial statements to Lessor within 120 days after the close of each financial year of Lessee prepared in accordance with generally accepted accounting principles consistent with prior such statements. Lessee shall also furnish such other information as Lessor may from time to time reasonably request, and shall permit Lessor to inspect and make copies of its books and records upon at least 24 hours' prior notice.
- e) This Agreement and Schedules hereto may be amended only by agreement in writing signed by Lessor and Lessee.
- f) Any provision of this Agreement which is or is deemed to be void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom and ineffective to the extent of such avoidance, prohibition or unenforceability, without invalidating the remaining provisions hereof.
- g) All Lessee's obligations hereunder shall be performed or observed at Lessee's expense.
- h) Lessor may make any registrations, recordations, or filings necessary or desirable to protect or discharge, as the case may be, its security interest in the Equipment at the expense of Lessee.

- i) Lessee and Lessor shall give such further assurances and do such acts and execute such documents as may be required by the other of them to give effect to this Agreement and to protect their respective rights hereunder.
- j) "This Agreement", "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Master Lease Agreement and includes all Schedules.
- k) This document and all related documents have been written in the English language at the express request of the parties. Le présent document ainsi que tous documents rattachant ont été rédigés en langue anglaise à la demande expresse des parties.
- I) Time is of the essence.
- m) Lessee acknowledges receipt of a copy of this Agreement.
- n) Clerical errors shall not affect the validity of this Agreement and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. You acknowledge that the Equipment supplier or manufacturer or any sales representative thereof or any lease broker, are not our agents and are not authorized to waive or change the terms of the lease or act on our behalf.
- o) This Agreement and Schedules attached to it are non-cancellable.
- p) This Agreement and the Schedules shall, for the purpose of determining the validity and enforceability of Lessor's security interest in the Equipment and Lessor's remedies upon a default, (i) be governed by and construed in accordance with the laws of the jurisdiction where Lessee is located as of the date of this Lease if the Equipment is inventory leased or held for lease to others or Equipment normally used in more than one jurisdiction, and (ii) in all other cases, the laws of the jurisdiction where the Equipment is located. For all other purposes, this Agreement shall be governed and construed in accordance with the laws of the province set out for Lessee on the first page.
- q) Lessee expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by Lessor in connection with this Lease or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.
- r) Lessee acknowledges that any down payments, rental credits, deposits and/or trade ins made by Lessee to the supplier were made on behalf of Lessor and that Lessee will not claim an equity position, real or implied, in the equipment more particularly described in the Lease as a result of the said remittance.
- s) Lessee acknowledges that documents received by fax, email or other electronic means with copies of signatures and/or copies of electronic documents and communications that are printed or otherwise reproduced from the files or records of Lessor will be treated as originals and will be admissible as evidence of this Agreement.
- 22. Credit Investigation. Subject to applicable legislation, Lessee hereby consents to Lessor conducting a credit investigation of Lessee and to Lessor making inquiries with financial institutions or other persons in a business relationship with Lessee in connection therewith; Lessee hereby authorizes and directs such persons to answer Lessor's inquiries.

23. Provincial Waivers.

- a) Quebec. Notwithstanding anything in this Agreement to the contrary the contract evidenced thereby shall be a contract of leasing as contemplated by Article 1842 the Civil Code and Lessee declares and represents that it chose the Equipment leased hereunder which will be used for the purpose of its enterprise;
- b) Saskatchewan. Lessee, if a corporation, hereby agrees that The Limitation of Civil Rights Act, as amended from time to time, shall have no application to the rights, powers or remedies of Lessor hereunder, and hereby waives any rights Lessee may have thereunder.
- c) To extent permitted by applicable laws, Lessee waives all rights, benefits and protections given by an present or future statutes that impose limitations on rights, powers or remedies of a lessor or a secured party or on the methods of, or the procedures for, realization of security, including any "seize or sue" or "antideficiency" statute or similar provision of any other statute.

Initials X.



800-9900 King George Blvd, Surrey BC V3T 0K7

LEASE SCHEDULE NO.

E4274

ATTACHED TO AND FORMING PART OF MASTER LEASE AGREEMENT NO.: E4274 ("Lease Agreement") dated as of BETWEEN **TRAVELERS LEASING LTD. ("LESSOR)** AND

Kanman Logistics Inc. ("LESSEE")

	agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set eferred to Lease Agreement, the Equipment described or identified below (the "Equipment"). In a scribed to it in the Lease Agreement.		
LOCATION OF EQUIPMENT 10 Gillingham Drive, Suite	304-B, Brampton ON L6X 5A5		
TERM AND RENTAL PROVISIONS Lease Term: 60 months	PURCHASE OPTION: Lessee, when not in Default under the Lease Agreement and upon 60 days' prior written notice to Lessor, is hereby granted the option to purchase all but not less than all of the Equipment on the date(s) and for the price(s) ("Option Price") referred to below subject to the terms and conditions of		
Lease Commencement Date:	the Lease Agreement:		
Rentals Payable Monthly monthly, quarterly, etc. FIRST RENTAL DUE:	on for \$ 250.00 (plus all applicable taxes) together with the Rental and other amounts due under this Schedule or the Lease Agreement. In the event that the purchase option is not exercised on this date, an offer		
SECOND RENTAL DUE:	to extend the contract may be sent to Lessee containing the terms under which Lessor is prepared to extend the Lease Agreement. Notice will be sent by ordinary mail to the		
FINAL RENTAL DUE:	address of Lessee as it appears in the records of Lessor and shall be deemed received on the 5th day after mailing. The offer to extend the Lease Agreement will be deemed		
TOTAL PERIODIC RENTAL SCHEDULE:	accepted by Lessee if Lessor has not received written notice accepting or rejecting the offer to extend within 30 days of the deemed receipt. Lessee may only reject the offer to		
1 Rental(s) at \$ 10,959.07	extend by written notice to Lessor within 30 days of deemed receipt of the notice. If an offer to extend is accepted or deemed accepted by Lessee, this Lease Agreement will		
59 Rental(s) at \$ 10,959.07	be amended effective on the date specified in the offer to extend. All other terms and conditions of this Lease Agreement will remain in full force and effect.		
	On Lessor's receipt of the Option Price in cash, and other amounts due under this Schedule or Lease Agreement, the Equipment will be sold to Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens, charges or encumbrances created by Lessor, without further warranties or representations whatsoever, express or implied, on the part of Lessor. Lessee agrees to the terms and conditions of this lease and certifies that all Equipment has been delivered, is fully installed and is in good operating order. Lessee unconditionally accepts the Equipment and requests that Lessor accepts this lease and issues payment to the supplier(s).		
All Periodic Rental Payments are subject to applicable taxes (HST or GST and Applicable Provincial Tax)	EQUIPMENT DESCRIPTION Four (4) Now 2022 International DUG12 C/N		
AGREEMENT. This Schedule shall be deemed to take	Four (4) New 2022 International RH613 S/N 3HSDWTZR5NN387363, S/N 3HSDWTZR7NN387364, S/N		
effect and form part of the Lease Agreement pursuant to Section 1 thereof on the date Lessor receives a fully	3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366		
completed Lease Schedule duly executed by Lessee in form and content acceptable to Lessor, in Lessor's sole	each C/W all parts, attachments & accessories		
discretion, and an invoice from the supplier of the described Equipment with such invoice designating Lessor as purchaser and owner of Equipment. Lessee hereby authorizes Lessor to insert as the Lease Commencement Date the date Lessor receives an executed Equipment Acceptance Certificate and, where applicable, the serial number of the Equipment. Lessee hereby agrees that the Equipment located at the above location shall not be removed without prior written notice to Lessor.			
Dated the 26 day of Aug , 20 21			
Kanman Logistics Inc.			

For Office use only
Accepted by Lessor:
Travelers Leasing Ltd.

Name and Title:

8/19/2021 Untitled Page

	PROVINC	E 20	- PERSONAL PROPI	
			ORT ON REGISTRATI	
		REGIS	TINALION VERIFICAL	
File Number: Registration Type: ON File #: Registration #: Registration Date: Service Province:	Lien 2021081 7755801 2021-08- ON	9 1529 19 39	jistics Inc E4274 902 2218	
Term (years): Amount of Lien:	6 N/A			
Lien Expiry Date:	2027-08-	19		
Requester:	Valeria M	lihalec		
Secured Partie	es:			
TRAVELERS LEA 800-9900 King Ge Surrey, BC, V3T0I	eorge Blvd			
Debtors:				
KANMAN LOGIST 43 Arctic Fox Cres BRAMPTON, ON, CA	S			
Assets:				
Collateral Classi				
Consumer G	oods Inventory Equi	pment	Accounts Other	
3HSDWTZR9NN3 ACCESSIONS, R ANY FORM DERI PROCEEDS OF T	022 INTERNATIONAL RH613 887365 & S/N 3HSDWTZR0N EPLACEMENTS, SUBSTITU VED DIRECTLY OR INDIRE THE COLLATERAL AND A R	IN387366 ITIONS, A CTLY FR IGHT TO	ADDITIONS, AND IMP OM ANY SALE AND C ANY INSURANCE PA	S/N 3HSDWTZR7NN387364, S/N LL ATTACHMENTS, ACCESSORIES, ROVEMENTS THERETO, AND ALL PROCEEDS IN OR DEALINGS WITH THE COLLATERAL OR YMENT OR OTHER PAYMENT THAT INDEMNIFIES ROCEEDS OF THE COLLATERAL.
<u>Type</u>	Serial No.	<u>Year</u>	<u>Make</u>	<u>Model</u>
Motor Vehicle	3HSDWTZR5NN387363	2022	INTERNATIONAL	RH613
Motor Vehicle	3HSDWTZR7NN387364	2022	INTERNATIONAL	RH613
Motor Vehicle	3HSDWTZR9NN387365	2022	INTERNATIONAL	RH613

This electronic Report On Registration is created by ESC Corporate Services Ltd. with pertinent data taken from the Verification Statement received from the Provincial Registry Database at the time of registration. A formal and physical certificate of registration for the lien can be obtained from the Provincial Property Registry upon the secured party's or the secured party's authorized registry agent's request.

----- END OF REPORT -----

Motor Vehicle 3HSDWTZR0NN387366 2022 INTERNATIONAL RH613

	SID C	ERTIFICATE	OF LI	ABILITY I	NSURANCE		8
This certificate does not amend, extend or alter the coverage afforded by the policies below.							
1. (1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS 2. INSURED'S FULL NAME AND MAILING ADDRESS						
Lessor & Loss Payee				KANMAN LOGI			
	velers Leasing Ltd - 9900 king George Blvd			34 WINDMILL B	BLVD		
	rey BC V3T0K7			BRAMPTON, O	N L6Y3E4		
3. 🛭	ESCRIPTION OF OPERATIONS/LOCAT	TIONS/AUTOMOBILES/SPEC	IAL ITEMS TO	WHICH THIS CERTIF	FICATE APPLIES (but only with respect to	o the operations of	the Named Insured)
OP OP 202	All Perils Deductible - \$5,000 ; Auto Physical Damage Loss Limit \$250,000 (Policy # APD 2021-002) OPCF 5 ; Reefer Breakdown Included OPCF 27B (Non Owned Trailer) Limit \$100,000 ; Deductible \$25,000 2022 International RH613 S/N 3HSDWTZR5NN387363 S/N 3HSDWTZR7NN387364, S/N 3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366						
	OVERAGES	listed below have been issued	to the incured	named above for the n	aliay pariod indicated natwithstand	ing any roqui	romonto
tern	is to certify that the policies of insurance as or conditions of any contract or other de in is subject to all the terms, exclusions a	ocument with respect to which	this certificate	may be issued or may p	pertain. The insurance afforded by	the policies d	escribed
Here	ent is subject to all the terms, exclusions a	INSURANCE COMPANY	EFFECTIV		AVE BEEN REDUCED BY PAID OF LIMITS OF CONTROL (Canadian dollars unles		-41- amuda a\
	TYPE OF INSURANCE	AND POLICY NUMBER	DATE YYYY/MM/I	DATE DD YYYY/MM/DD	COVERAGE	DED.	AMOUNT OF INSURANCE
CON	MERCIAL GENERAL LIABILITY	Lloyd's Undewriters	2021/ 7/	25 2021/ 7/25	Commercial General Liability Bodily Injury and Property Damage		INCORPANCE
	Claims Made OR X Occurrence				Liability General Aggregate		
X	Products and/or completed operations				- Each Occurrence	10,000	2,000,000
	Employer's Liability	SR064749			Products and Completed Operations Aggregate		2,000,000
,	Cross Liability	311004743			Personal Injury Liability		2,000,000
	Waiver of Subrogation				Personal and Advertising Injury Liability		
					Medical Payments		
H	Tenants Legal Liability			3	Tenants Legal Liability		
H	Pollution Liability Extension				Pollution Liability Extension	,	-
							3
	Ni O I A - I I- II				Non Consul Antonia bila		
\vdash	Non-Owned Automobiles Hired Automobiles				Non-Owned Automobile Hired Automobiles		
	OMOBILE LIABILITY		5	7			<i>8</i>
	Described Automobiles	Chubb Insurance	2021 / 7 /	25 2022/ 7/25	Bodily Injury and Property Damage Combined	5,000	2,000,000
X	All Owned Automobiles	Company of Canada		2	Bodily Injury (Per Person)		
X	Leased Automobiles **	CAC330112			Bodily Injury (Per Accident)		7
	Automobiles leased in excess of 30 where the insured is required to				Property Damage		
prov	de Insurance						
EXC	Umbrella Form				Each Occurrence		
\vdash	Ombreila Form				Aggregate		
8. .							
ОТН	ER LIABILITY (SPECIFY)				CARGO	10,000	250,000
X	CARGO	Lloyd's Underwriters	2021 / 7 /	24 2022 / 7 / 25			
\vdash							
\vdash		BWTIM2295					
5. 0	ANCELLATION						
	ald any of the above described policies be o						
0001 10	ertificate holder named above, but failure to		no obligation or		URED NAME AND MAILING ADD		
89	ROKERAGE/AGENCY FULL NAME AN	ID MAILING ADDRESS		(Commercial general	Liability - but only with respect to the or		Named Insured)
	mour Insurance Brokers Ltd30 TOPFLIGHT DRIVE			Lessor & Loss Pa Travelers Leasing			
ACCURACIONA DA ACCURACIONA DE ACCURACIONA DE CONTRACTOR DE LA CONTRACTOR DE CONTRACTOR			800- 9900 king G	per description (Co. Co.)			
			Surrey BC V3T0K	(50)			
ВІ	BROKER CLIENT ID: 64785						
8. 0	ERTIFICATE AUTHORIZATION						
Issu	er Armour Insur	ance Brokers Ltd.		Contact Number(s) Type No	Type	No	
Auth	uthorized Representative MANDEEP GREWAL Type Phone No (905) 452-5127 Type Fax No						
	ignature of uthorized Representative X Mandeep Grewal 2021 8 25 2021 8 25 noor@armour-insurance.com						



Transaction Summary

Thursday, 12 August 2021

Attached is a request for credit. The parameters of the transaction are as follows:

LESSEE:	Kanman Logistics Inc.		
ADDRESS:	10 Gillingham Drive, Suite 304-B, Brampton ON L6X 5A5		
PHONE:	905-296-5200		
CONTACT:	Jagdeep Randhawa		
GUARANTOR:	N/A		
EQUIPMENT:	Four (4) New 2022 International Day Cabs		
SUPPLIER:	Rush Truck Centre		
PRICE:	\$660,000.00 CAD plus taxes		
DOWN PMT:	1st payment upfront		
TERM:	60-month lease		
RESIDUAL:	Nominal purchase option		

CUSTOMER PROFILE:

Kanman Logistics Inc. is a well-established Brampton, ON based transportation company that is owned by Jagdeep Randhawa and has been in business since 2012.

Jagdeep has more than 15 years of transportation industry experience, starting his career off as a company driver, converting to an Owner Operator and building what is now known as Kanman Logistics Inc.

The company's major operations consist of short haul, local shilling solutions as well as long haul transport delivery services cross border to the US and across Canada.

Major customers include but are not limited to; Fuel Transport, SLS, Traffic Tech, CarGlobal, CH Robinson and many, many more.

The company's current fleet consists of 35 power units, 20 of which are company owned, 15 Owner Operators and 45 trailers (mixture of dry van and reefer).

Telephone: (647)-701-4966 Email: atif@uplend.ca

EQUIPMENT:

The proposed units will serve as replacements for four older day cabs that have started to cost the customer in repairs and down time, as well as the quality of service to their dedicated clients. With the replacements of these units, client will ensure their quality of service is top notch, they will decrease the down time and repairs costs while increasing their revenues. The units being purchased are 4x New 2022 International Day Cabs costing \$165K each for a total ask of \$660K from Rush Truck Centre.

FINANCIAL:

We submit NTR financial statements for the periods ending December 2019 & 2020 along with interim statements for the period ending June 30, 2021.

RECOMMENDATION:

Based upon the client's experience in the industry, established operations and strong relationships with well-known customers, we recommend as presented.

Telephone: (647)-701-4966 Email: atif@uplend.ca

SEPARATOR PAGE

PROOF OF CLAIM Bankruptcy Act FORM 33

COAST CAPITAL EQUIPMENT FINANCE LTD. #800-9900 King George Blvd Surrey, BC V3T 0K7 (604) 293-0202

(Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 1(1)(e) and 66.14(b) of the Act)

TRUSTEES NAME: KELLY SAE-CHUA

IN THE MATTER OF THE BANKRUPTCY OF North Shore Logistics, AND THE CLAIM OF COAST CAPITAL EQUIPMENT FINANCE LTD., CREDITOR.

All correspondence is to be forwarded to: #800 – 9900 KING GEORGE BLVD, SURREY B.C. V3T 0K7

- I, Anthony Domaoan of Surrey, British Columbia, DO HEREBY CERTIFY THAT:
- 1. I am the Sr. Collections Officer for Coast Capital Equipment Finance LTD..
- 2. I have knowledge of all the circumstances connected with the claim referred to below.
- 3 The debtor was, at the date of the **bankruptcy**, namely the **06** day of **05**, **2024**, and still is, indebted to the creditor in the sum of \$923,015.84, as specified in the attached Statement of the Account, after deducting any counterclaims to which the debtor is entitled.
- In respect of this debt, I hold assets of the debtor(s) as follows: Two (2) 2023 INTERNATIONAL RH DAY CAB VINS: 3HSDWTZR4PN494925, 3HSDWTZR6PN730894; One (1) 2023 INTERNATIONAL LT 73" SKY-RISE SLEEPER VIN: 3HSDZTZR3PN727684, Four (4) 2022 INTERNATIONAL RH613 VINS: 3HSDWTZR5NN387363, 3HSDWTZR7NN387364, 3HSDWTZR9NN387365, 3HSDWTZR0NN387366 Type of Security: Lease. Attach Schedule "A" 3-month statement of account pre-bankruptcy date)
- To the best of my knowledge, I am NOT related to the debtor within the meaning of Section 4 of the Act.
- **6.** The following are the payments that I have received from, and the credits that I have allowed to, the debtor within the three months immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act:
- 7.

 I request to be informed whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
 - ☑ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated in Surrey, British Columbia this 10 (day) of 05 (month), 2024.

Anthony Domaoan	Deepak Rai
Anthony Domaoan, Sr. Collections Officer anthony.domaoan@coastcapitalsavings.com	Coast Capital Equipment Finance LTD. (Witness)
Coast Capital Equipment Finance LTD.	
Name of Corporate Creditor	

SEPARATOR PAGE



Rush Truck Centres of Canada Limited

7450 Torbram Road Mississauga, ON L4T 1G9 T. 905-671-7600 F. 905-672-6650

SHIP TO

Sold To TRAVELERS LEASING LTD	KANMAN LOGISTICS INC	Date AUGUST 18, 2021	
Address 800-9900 KING GEORGE BLVD	10 GILLINGHAM DRIVE SUITE :	304-B	
City SURREY, BC V3T 0K7	BRAMPTON, ON L6X 5A5	Order No	

QTY.	DESCRIPTION		PRICE	AMOUNT
4	NEW 2022 INTERNATIONAL RH613			
	SERIAL # 3HSDWTZR5NN387363			
	3HSDWTZR7NN387364			
	3HSDWTZR9NN387365			
	3HSDWTZR0NN387366			
	145400.00 X	4	581600.00	
	AC	C TAX 100.00 X 4	400.00	
	AD	MIN FEE 300.00 X 4	1200.00	
	TIF	RE TAX 139.50 X 4	558.00	
	HS	ST .	75888.54	
	TOTAL B	ALANCE DUE	659646.54	
	H.S.T. #720570514 RT0001			
Received	By	3		

SEPARATOR PAGE

Equipment Finance Division WIRE Requisition Form

			Wire Confirmation #	<u></u>	
			Processing Date:		
DATE:	27-Aug-2021				
	Finance Use		Leasing Div. Use		LP Co#
Requestor:	CCSFCU 22	BC Based Broker leases	s/loans	CCSCU	1
	CCSFCU 654	BC Direct Sales Force le	ease/loans	TLL BC	5
	CCEFL 22	Out of BC Broker Lease	es	CCEFL	2
X	TLL 22	Out of BC Direct Sales I	Leases	TLL	3
	TFL 22	Out of BC Loans		TFL	4
	TLL 669	USD Company 6		TLL	6
AMOUNT:	\$659,646.54				
PAYABLE TO:	Rush Truck Centres of	of Canada Limited			
	7450 Torbram Road				712
	Mississauga, ON L4T	1G9			
	<u>-</u>				
PURPOSE / REFERENCE:	Contract #	E4274			
	Reference:	1829			
	CR 142210				
G/L TO BE DEBITED:	Net Equip. G/L 267010	583.758.00	G.S.T. 172005	0.00	
	Initial Direct Costs 262212	000,.00.00	HST ON 172010	75,888.54	
	Life Ins Referral 610210		HST NB 172011	SHETT EST HAR # MODEL PERHAPSION SHETCH FLORES	
			HST NS 172012		
			HST PEI 172013		
			HST NFLD 172014		
REQUESTED BY:	Terri Vetters	-	Q.S.T. 172015	0.00	
APPROVED BY:	Aman Rathor				
Please send confirmatio	n to: ctgdocumentation@coas	tcapitalsavings.com			
WIRE	TO THE FOLLOWING:				
BANK #, TRAN	ISIT #, ACCOUNT #	001-00022-0002176498	32	9	
	BANK NAME:	Bank of Montreal			
		100 King Street West			
	ADDRESS:	Toronto, ON M5X 1A3			
	SWIFT CODE:	714			

SEPARATOR PAGE

	CSID CERTIFICATE OF LIABILITY INSURANCE							
	This ce	ertificate does not amend, e	extend or alte	er the coverage afford	ded by the policies below.			
1. (ERTIFICATE HOLDER - NAME AND MA	AILING ADDRESS		2. INSURED'S FUL	L NAME AND MAILING ADDRES	ss		
	sor & Loss Payee				KANMAN LOGISTICS INC			
	velers Leasing Ltd - 9900 king George Blvd			34 WINDMILL B	34 WINDMILL BLVD			
	rey BC V3T0K7			BRAMPTON, O	N L6Y3E4			
3. 🛭	ESCRIPTION OF OPERATIONS/LOCAT	TIONS/AUTOMOBILES/SPEC	IAL ITEMS TO	WHICH THIS CERTIF	FICATE APPLIES (but only with respect to	o the operations of	the Named Insured)	
OP OP 202	Perils Deductible - \$5,000; Auto Physi CF 5; Reefer Breakdown Included CF 27B (Non Owned Trailer) Limit \$100 2 International RH613 S/N 3HSDWTZR 3 3HSDWTZR7NN387364, S/N 3HSDWT	0,000 ; Deductible \$25,000 5NN387363						
	OVERAGES	listed below have been issued	to the incured	named above for the n	aliay pariod indicated natwithstand	ing any roqui	romonto	
tern	is to certify that the policies of insurance as or conditions of any contract or other de in is subject to all the terms, exclusions a	ocument with respect to which	this certificate	may be issued or may p	pertain. The insurance afforded by	the policies d	escribed	
Here	ent is subject to all the terms, exclusions a	INSURANCE COMPANY	EFFECTIV		AVE BEEN REDUCED BY PAID OF LIMITS OF CONTROL (Canadian dollars unles		-41- amuda a\	
	TYPE OF INSURANCE	AND POLICY NUMBER	DATE YYYY/MM/I	DATE DD YYYY/MM/DD	COVERAGE	DED.	AMOUNT OF INSURANCE	
CON	MERCIAL GENERAL LIABILITY	Lloyd's Undewriters	2021/ 7/	25 2021/ 7/25	Commercial General Liability Bodily Injury and Property Damage		INCORPANCE	
	Claims Made OR X Occurrence				Liability General Aggregate			
X	Products and/or completed operations				- Each Occurrence	10,000	2,000,000	
	Employer's Liability	SR064749			Products and Completed Operations Aggregate		2,000,000	
,	Cross Liability	311004743			Personal Injury Liability		2,000,000	
	Waiver of Subrogation				Personal and Advertising Injury Liability			
					Medical Payments			
H	Tenants Legal Liability			3	Tenants Legal Liability			
H	Pollution Liability Extension				Pollution Liability Extension	,	-	
							3	
	Ni O I A - I I- II				Non Consul Antonia bila			
\vdash	Non-Owned Automobiles Hired Automobiles				Non-Owned Automobile Hired Automobiles			
	OMOBILE LIABILITY		5	7			<i>8</i>	
	Described Automobiles	Chubb Insurance	2021 / 7 /	25 2022/ 7/25	Bodily Injury and Property Damage Combined	5,000	2,000,000	
X	All Owned Automobiles	Company of Canada		2	Bodily Injury (Per Person)			
X	Leased Automobiles **	CAC330112			Bodily Injury (Per Accident)		7	
	Automobiles leased in excess of 30 where the insured is required to				Property Damage			
prov	de Insurance							
EXC	Umbrella Form				Each Occurrence			
\vdash	Ombreila Form				Aggregate			
8. .								
ОТН	ER LIABILITY (SPECIFY)				CARGO	10,000	250,000	
X	CARGO	Lloyd's Underwriters	2021 / 7 /	24 2022 / 7 / 25				
\vdash								
\vdash		BWTIM2295						
5. 0	ANCELLATION							
	ald any of the above described policies be o							
0001 10	ertificate holder named above, but failure to		no obligation or		URED NAME AND MAILING ADD			
89	ROKERAGE/AGENCY FULL NAME AN	ID MAILING ADDRESS		(Commercial general	Liability - but only with respect to the or		Named Insured)	
	mour Insurance Brokers Ltd30 TOPFLIGHT DRIVE			Lessor & Loss Pa Travelers Leasing				
	ISSISSAUGA, ON L5S 0A8			800- 9900 king G	per description (Co. Co.)			
				Surrey BC V3T0K	(50)			
ВІ	ROKER CLIENT ID: 64785							
8. 0	ERTIFICATE AUTHORIZATION							
Issu	er Armour Insur	ance Brokers Ltd.		Contact Number(s) Type No	Type	No		
Auth	orized Representative MANDEEP G	REWAL	10	170 AND	(905) 452-5127 Type Fax	No		
	iture of orized Representative X Mande	ep Grewal 202	1 8 25	Date 2021 8 25	EMail Address noor@armour-in	surance.com	1	

APPENDIX F







Prepared for

BDO DUNWOODY LIMITED-TORONTO

Search Criteria

Type

Date

File Currency

Main ID

Province

Results

KANMAN LOGISTICS INC

Business Debtor

2024-04-16 00:00:00

2024-04-15T00:00:00

Ontario

5 Registrations

Disclaimer

PPSA CANADA's Easy to Read Search Summary ("PPSA Canada's EasyView") has been produced based on the search criteria you specified using data provided in the PPSA Electronic Response retrieved from the database maintained by the Province of Ontario Mnistry of Government Services Personal Property Security Registration System PPSA CANADA cannot be held responsible for the accuracy, reliability, or currency of the information provided by the Province of Ontario Mnistry of Government Services Personal Property Security Registration System You agree with consideration at the time of purchasing PPSA Canada's EasyView to assume all liability and you further indemnify PPSA Canada for any and all damages and costs resulting from any matter related to the content of PPSA Canada's EasyView. Users wishing to rely upon this information should consult directly with an Enquiry Response Certificate as there may be registrations that were made subsequent to the currency date of the search, but prior to the date the search was conducted. Please also note that the order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. No liability is undertaken by PPSA CANADA regarding the completeness, correctness, or the interpretation or use which may be made of PPSA Canada's EasyView.

Base Information

Reg. #: 20210819 1529 1902 KANMAN LOGISTICS INC. 2218

Debtor List

Debtor Active

43 ARCTIC FOX CRES. BRAMPTON, ON, L6R 0J5

Reg #: 20210819 1529 1902 2218

Type: **PPSA** Registration Date: 2021-08-19

Expiry: 2027-08-19

Period: 6

775580139 File #: Match: Exact Status: Active

Secured Party List

TRAVELERS LEASING LTD.

800-9900 KING GEORGE BLVD. SURREY. BC. V3T 0K7 Secured Party Active Reg #: 20210819 1529 1902 2218

ON Specifics

Collateral Classifications

- Consumer Goods
- Equipment
- Motor Vehicle

Serial Numbered Collateral

Status	Reg#	Type	Year	Make and Model	Serial #
Active	20210819 1529 1902 2218	Motor Vehicle	2022	INTERNATIONAL RH613	3HSDWTZR5NN387363
Active	20210819 1529 1902 2218	Motor Vehicle	2022	INTERNATIONAL RH613	3HSDWTZR7NN387364
Active	20210819 1529 1902 2218	Motor Vehicle	2022	INTERNATIONAL RH613	3HSDWTZR9NN387365
Active	20210819 1529 1902 2218	Motor Vehicle	2022	INTERNATIONAL RH613	3HSDWTZR0NN387366

General Collateral

Reg# Text

20210819 1529 1902 2218 FOUR (4) NEW 2022 INTERNATIONAL RH613 S/N 3HSDWTZR5NN387363, S/N 3HSDWTZR7NN387364, S/N 3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

В	ase Ir	nformation	Debtor List		Secured Party	List	ON Speci
Re	eg. #:	20210825 1113 1901 9444		ICS INC. R, BRAMPTON, ON, L6R 0S4	MERIDIAN ONECA SUITE 1500, 4710	P CREDIT CORP. KINGSWAY, BURNABY, BC, V5H 4M2	Collateral CEquipme
Ty	/pe:	PPSA Registration	Debtor Active	Reg #: 20210825 1113 1901 9444	Secured Party Activ	ve Reg #: 20210825 1113 1901 9444	Other
Da	ate:	2021-08-25	NORTH SHORE L	LOGISTICS INC.			
Б	cpiry:	2027-08-25	12 KERRIGAN DE	R, BRAMPTON, ON, L6R 0S4			
Pe	eriod:	6	Debtor Active	Reg #: 20230403 1804 5064 2841			
Fil	le #:	775745199					

cifics

Classifications

nent

Serial Numbered Collateral

Match: Exact Status: Active

Status	Reg #	Туре	Year	Make and Model	Serial #
Active	20210825 1113 1901 9444	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K8NJ161213
Active	20210825 1113 1901 9444	Motor Vehicle	2022	HYUNDAI COMPOSITE	3H3V532K4NJ543027

Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K6NJ543028
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K8NJ543029
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K4NJ543030
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K6NJ543031
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K8NJ543032
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532KXNJ543033
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K1NJ543034
Active	20210825 1113 1901 9444	Motor Vehicle 2022	HYUNDAI COMPOSITE	3H3V532K3NJ543035

General Collateral

Rea# Text

20210825 1113 1901 9444 TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Change History

Reg. # Date Type **Amendment Reason**

20230403 1804 5064 2841 2023-04-03 Amendment AMEND DEBTOR FROM KANMAN LOGISTICS INC. 12 KERRIGAN DR BRAWPTON, ON, L6R0S4 TO NORTH SHORE

LOGISTICS INC. 12 KERRIGAN DR BRAMPTON, ON, L6R0S4

	F	RΕ	G	IS ⁻	ΓR	4T	IOI	N 3
--	---	----	---	-----------------	----	----	-----	-----

	3110110110			
Base Ir	nformation	Debtor List	Secured Party List	ON Specifics
Reg. #:	20210827 1702 1462 1356 PPSA Registration	KANMAN LOGISTICS INC 10 GILLINGHAM DRIVE, BRAMPTON, ON, L6X5A5 Debtor Active Reg #: 20210827 1702 1462 1356	CONCENTRA BANK C/O COMMLEASING, BOX 3030, REGINA, SK, S4P3G8 Secured Party Active Reg #: 20210827 1702 1462 1356	Collateral ClassificationsConsumer GoodsInventory
Date: Expiry: Period:	2021-08-27 2027-08-27 6	NORTH SHORE LOGISTICS INC. 10 GILLINGHAM DRIVE, BRAMPTON, ON, L6X5A5 Debtor Active Reg #: 20240326 1707 1462 2575	CONCENTRA A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 NORTH SERVICE RD E, OAKVILLE, ON,	 Equipment Other Motor Vehicle No Fixed Date
File #: Match: Status:		KANMAN LOGISTICS INC 10 GILLINGHAM DRIVE, BRAMPTON, ON, L6X5A5 Debtor Active Reg #: 20240326 1707 1462 2575	L6H187 Secured Party Active Reg #: 20240326 1707 1462 2575	• NO FIXED Date

Serial Numbered Collateral

Status	Reg #	Type	Year	Make and Model	Serial #
Active	20210827 1702 1462 1356	Motor Vehicle	2022	INTERNATIONAL RH613	3HSDWTZR9NN387611
Add	20240326 1707 1462 2575	Motor Vehicle	2022	INTERNATIONAL RH613	3HSDWTZR9NN387611

General Collateral

Reg# Text

20210827 1702 1462 1356 INCLUDING ALL ACCESSORIES AND ATTACHMENTS PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT

PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

COLLATERAL CLASSIFICATION - EQUIPMENT

20240326 1707 1462 2575 PURSUANT TO LEASE AGREEMENT 49001175, 79001116 ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 49001175, 79001116 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAWAGE

TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 2022 INTERNATIONAL

RH613 3HSDWTZR9NN387611

Change History

Reg. # Date Type Amendment Reason

20240326 1707 1462 2575 2024-03-26 Amendment LEGAL NAME CHANGE FROM KANMAN LOGISTICS INC. TO NORTH SHORELOGISTICS INC.

REGIS	STRATION 4								
Base Ir	Base Information Debtor List Secured Party List ON Specifics								
Reg.#: Type:	20210922 1518 1902 0988 PPSA Registration	KANMAN LOGISTICS INC. 10 GILLINGHAM DR, BRAWPTON, ON, L6X 5A5 Debtor Active Reg #: 20210922 1518 1902 0988	BANK OF MONTREAL 5750 EXPLORER DRIVE, 3RD FLOOR, MISSISSAUGA, ON, L4W 0A9	Collateral Classifications InventoryEquipment					
Date:	2021-09-22		Secured Party Active Reg #: 20210922 1518 1902 0988	Accounts					
Expiry:	2027-09-22			Other Motor Vehicle					
Period:	6			Ivbtor venicie					
File #:	776640357								
Match:	Exact								
Status:	Active								

Serial N	lumbered Collateral				
Status	Reg#	Туре	Year	Make and Model	Serial #
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532K9NJ161186
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532K6NJ161209
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532K2NJ161210
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532K4NJ161211
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532K6NJ161212
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532KXNJ161214
Active	20210922 1518 1902 0988	Motor Vehicle	2022	HYUNDAI HYCUBE DRY VANS	3H3V532K3NJ161216

	REGIS	STRATION 5	
l	Base In	nformation	Debtor List Secured Party List
	Reg. #:	20211123 1446 1530 5878	KANIMAN LOGISTICS INC. HSBC BANK CANADA 10 GILLINGHAM DRIVE, SUITE 304, BRAMPTON, ON, L6X 70 YORK STREET 4TH FLOOR, TORONTO, ON, M5J 1S9
	Type: Date:	PPSA Registration 2021-11-23	5A5 Secured Party Active Reg #: 20211123 1446 1530 5878 Debtor Active Reg #: 20211123 1446 1530 5878
	Expiry: Period:	2027-11-23 6	NORTH SHORE LOGISTICS INC. 10 GILLINGHAM DRIVE, SUITE 304, BRAMPTON, ON, L6X

5A5

ON Specifics
Collateral Classifications

- Equipment
- Other
- Motor Vehicle

Serial Numbered Collateral

778456836

File #:

Match: Exact Status: Active

Status	Reg#	Type	Year	Make and Model	Serial #
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K5NJ161184
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K7NJ161185
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K0NJ161187
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K2NJ161188
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K4NJ161189
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K0NJ161190
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K2NJ161191
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K1NJ161215
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K2NJ541227
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K4NJ541228
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K6NJ541229
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K2NJ541230
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K4NJ541231
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K6NJ541232
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K8NJ541233
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532KXNJ541234
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K1NJ541235
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K3NJ541236
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K5NJ541237
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K7NJ541238
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K9NJ541239
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K5NJ541240
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K7NJ541241
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K9NJ541242
Active	20211123 1446 1530 5878	Motor Vehicle	2022	HYUNDAI HYCUBE	3H3V532K0NJ541243

Debtor Active Reg #: 20240110 1635 1531 9663

Change History

Reg.# Date Type **Amendment Reason**

20240110 1635 1531 9663 2024-01-10 Amendment TO CORRECT REFERENCE DEBTOR INFORMATION FROM KANMAN LOGISTICS INC.TO NORTH SHORE LOGISTICS INC., REGISTERED INCORRECTLY ONREGISTRATION NO. 20211123144615305878

LIST OF ACTIVE SECURED PARTIES

This list of secured parties is generated from the registrations detailed above. Parties that were removed from the registrations are not included. Some provinces and registration types include additional secured party types beyond "Secured Party". This list is ordered by registration date.

Secured P	Party Details		Registration Details		
Туре	Name	Address	File#	Reg. Date	Reg. Type
Secured Party	TRAVELERS LEASING LTD.	800-9900 KING GEORGE BLVD, SURREY, BC, V3T 0K7	775580139	2021-08-19	PPSA Registration
Secured Party	MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H4M2	775745199	2021-08-25	PPSA Registration
Secured Party	CONCENTRA BANK	C/O COMMLEASING, BOX 3030, REGINA, SK, S4P3G8	775858518	2021-08-27	PPSA Registration
Secured Party	CONCENTRA A DIVISION OF BENNINGTON FINANCIAL CORP.	102-1465 NORTH SERVICE RDE, OAKVILLE, ON, L6H187	775858518	2021-08-27	PPSA Registration
Secured Party	BANK OF MONTREAL	5750 EXPLORER DRIVE, 3RD FLOOR, MISSISSAUGA, ON, L4W 0A9	776640357	2021-09-22	PPSA Registration
Secured Party	HSBC BANK CANADA	70 YORK STREET 4TH FLOOR, TORONTO, ON, M5J 1S9	778456836	2021-11-23	PPSA Registration

LIST OF SERIAL NUMBERED COLLATERAL

This list of serial numbered collateral is generated from the registrations detailed above. Collateral and parties that were removed from the registrations are not included.

This list is ordered by serial number.

Status Serial Number Year Make/Model Type Secured Party Name File # Reg. Date Reg. Type Active 3H5V532K0NU1611187 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H6V532K0NU161190 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H6V532K1NU541235 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K1NU541235 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NIM5433034 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NIM61191 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NIM61120	Seria	I Numbered Good	ls Det	tails		Secured Party Details	Registration Details		
Active 3H3V532K0NJ161190 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K0NU541243 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K1NU541215 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K1NU543034 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K1NU543034 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K2NU5161188 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K2NU5119120 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PFSA Registration Active	Status	Serial Number	Year	Make/Model	Туре	Secured Party Name	File#	Reg. Date	Reg. Type
Active 3H3V532K0NJ541243 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K1NJ161215 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K1NJ541235 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K1NJ543034 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NJ161188 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NJ161210 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NJ541230 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration	Active	3H3V532K0NJ161187	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active 3H3V532K1NJ161215 2022 HYUNDAI HYOUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K1NJ541235 2022 HYUNDAI HYOUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K1NJ543034 2022 HYUNDAI HYOUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NJ161188 2022 HYUNDAI HYOUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NJ161191 2022 HYUNDAI HYOUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FFSA Registration Active 3H3V532K2NJ541230 2022 HYUNDAI HYOUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active 3H3V532K2NJ541230 2022 HYUNDAI HYOUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FFSA Registration Active	Active	3H3V532K0NJ161190	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active 3H3V532K1NU541235 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K1NU543034 2022 HYUNDAI COMPOSITE Motor Vehicle MERIDIAN ONECAP CREDIT CORP. 775745199 2021-08-25 FPSA Registration Active 3H3V532K2NU161188 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NU161191 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NU161210 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NU541227 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K3NU161216 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONITREAL 776640357 2021-09-22 FPSA Registration	Active	3H3V532K0NJ541243	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active 3H3V532K1NJ543034 2022 HYUNDAI COMPOSITE Motor Vehicle MERIDIAN ONECAP CREDIT CORP. 775745199 2021-08-25 FPSA Registration Active 3H3V532K2NJ1611188 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NJ1611210 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONITREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K2NJ541227 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NJ541230 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K3NJ161216 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration	Active	3H3V532K1NJ161215	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active 3H3V532K2NJ161188 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NJ161191 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NJ541227 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NJ541227 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K2NJ541230 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K3NJ543035 2022 HYUNDAI HYCUBE Motor Vehicle MERIDIAN ONECAP CREDIT CORP. 775745199 2021-08-25 FPSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K4NJ161212 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-10-23 FPSA Registration Active 3H3V532K4NJ161212 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-10-22 FPSA Registration Active 3H3V532K4NJ161212 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-10-22 FPSA Registration Active 3H3V532K4NJ161212 2022 HYUNDAI HYCUBE Motor Vehicle BA	Active	3H3V532K1NJ541235	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active 3H3V532K2NJ161191 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K2NJ541227 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K2NJ541230 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K3NJ161216 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 778456836 2021-11-23 PPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 778456836 2021-11-23 PPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle MERIDIAN ONECAP CREDIT CORP. 775745199 2021-08-25 PPSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K4NJ161119 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NJ541228 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 778456836 2021-11-23 PPSA Registration Active 3H3V532K4NJ541228 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 778456836 2021-11-23 PPSA Registration PPSA Registration Active 3H3V532K4NJ541228 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 778456836 2021-11-23 PPSA Registration PPSA Registrat	Active	3H3V532K1NJ543034	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
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Active 3H3V532K2NJ541230 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K3NJ161216 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NJ541228 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 778456836 2021-11-23 PPSA Registration	Active	3H3V532K2NJ161210	2022	HYUNDAI HYCUBE DRY VANS	Motor Vehicle	BANK OF MONTREAL	776640357	2021-09-22	PPSA Registration
Active 3H3V532K3NJ161216 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PFSA Registration Active 3H3V532K3NJ541236 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K4NJ161189 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PFSA Registration Active 3H3V532K4NJ161211 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PFSA Registration Active 3H3V532K4NJ541228 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PFSA Registration Active 3H3V532K4NJ541228 2022 HYUNDAI HYCUBE Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PFSA Registration	Active	3H3V532K2NJ541227	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
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Active 3H3V532K4NU161189 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration Active 3H3V532K4NU161211 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 FPSA Registration Active 3H3V532K4NU541228 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 FPSA Registration	Active	3H3V532K3NJ541236	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active 3H3V532K4NU161211 2022 HYUNDAI HYCUBE DRY VANS Motor Vehicle BANK OF MONTREAL 776640357 2021-09-22 PPSA Registration Active 3H3V532K4NU541228 2022 HYUNDAI HYCUBE Motor Vehicle HSBC BANK CANADA 778456836 2021-11-23 PPSA Registration	Active	3H3V532K3NJ543035	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
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·	Active	3H3V532K4NJ161211	2022	HYUNDAI HYCUBE DRY VANS	Motor Vehicle	BANK OF MONTREAL	776640357	2021-09-22	PPSA Registration
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Active of a vocal mitocritical activities in the state of the vocal mitocritical activities in the vocal mitocritical activities activities activities in the vocal mitocritical activities a	Active	3H3V532K4NJ541231	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration

Active	3H3V532K4NJ543027	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K4NJ543030	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K5NJ161184	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K5NJ541237	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K5NJ541240	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K6NJ161209	2022	HYUNDAI HYCUBE DRY VANS	Motor Vehicle	BANK OF MONTREAL	776640357	2021-09-22	PPSA Registration
Active	3H3V532K6NJ161212	2022	HYUNDAI HYCUBE DRY VANS	Motor Vehicle	BANK OF MONTREAL	776640357	2021-09-22	PPSA Registration
Active	3H3V532K6NJ541229	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K6NJ541232	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K6NJ543028	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K6NJ543031	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K7NJ161185	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K7NJ541238	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K7NJ541241	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K8NJ161213	2022	HYUNDAI HYCUBE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K8NJ541233	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K8NJ543029	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K8NJ543032	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3H3V532K9NJ161186	2022	HYUNDAI HYCUBE DRY VANS	Motor Vehicle	BANK OF MONTREAL	776640357	2021-09-22	PPSA Registration
Active	3H3V532K9NJ541239	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532K9NJ541242	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532KXNJ161214	2022	HYUNDAI HYCUBE DRY VANS	Motor Vehicle	BANK OF MONTREAL	776640357	2021-09-22	PPSA Registration
Active	3H3V532KXNJ541234	2022	HYUNDAI HYCUBE	Motor Vehicle	HSBC BANK CANADA	778456836	2021-11-23	PPSA Registration
Active	3H3V532KXNJ543033	2022	HYUNDAI COMPOSITE	Motor Vehicle	MERIDIAN ONECAP CREDIT CORP.	775745199	2021-08-25	PPSA Registration
Active	3HSDWTZR0NN387366	2022	INTERNATIONAL RH613	Motor Vehicle	TRAVELERS LEASING LTD.	775580139	2021-08-19	PPSA Registration
Active	3HSDWTZR5NN387363	2022	INTERNATIONAL RH613	Motor Vehicle	TRAVELERS LEASING LTD.	775580139	2021-08-19	PPSA Registration
Active	3HSDWTZR7NN387364	2022	INTERNATIONAL RH613	Motor Vehicle	TRAVELERS LEASING LTD.	775580139	2021-08-19	PPSA Registration
Active	3HSDWTZR9NN387365	2022	INTERNATIONAL RH613	Motor Vehicle	TRAVELERS LEASING LTD.	775580139	2021-08-19	PPSA Registration
Active	3HSDWTZR9NN387611	2022	INTERNATIONAL RH613	Motor Vehicle	CONCENTRA BANK	775858518	2021-08-27	PPSA Registration
Active	3HSDWTZR9NN387611	2022	INTERNATIONAL RH613	Motor Vehicle	CONCENTRA A DIVISION OF BENNINGTON FINANCIAL CORP.	775858518	2021-08-27	PPSA Registration
Add	3HSDWTZR9NN387611	2022	INTERNATIONAL RH613	Motor Vehicle	CONCENTRA BANK	775858518	2021-08-27	PPSA Registration
Add	3HSDWTZR9NN387611	2022	INTERNATIONAL RH613	Motor Vehicle	CONCENTRA A DIVISION OF BENNINGTON FINANCIAL CORP.	775858518	2021-08-27	PPSA Registration

** END OF SUMMARY REPORT **

SEPARATOR PAGE



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP

Reference : 87423
Docket : 87423
Search ID : 1009822

Date Processed: 1/16/2025 6:03:23 PM
Report Type: PPSA Electronic Response
Search Conducted on: Kanman Logistics Inc.

Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

RESPONSE CONTAINS: APPROXIMATELY 4 FAMILIES and 15 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 1 OF 4 ENQUIRY PAGE: 1 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

01 CAUTION FILING: PAGE: 001 OF 2 MV SCHEDULE ATTACHED: REG NUM: 20240823 1652 9266 0215 REG TYP: R RSLA REG PERIOD: 01

02 IND DOB : IND NAME:

03 BUS NAME: NORTH SHORE LOGISTICS INC

OCN :

04 ADDRESS : 34 WINDMILL BLVD

CITY : BRAMPTON PROV: ON POSTAL CODE: L6Y 3E4

05 IND DOB : IND NAME:

06 BUS NAME: HSBC BANK CANADA

OCN :

07 ADDRESS : 2910 VIRTUAL WAY 2ND FLOOR

CITY : VANCOUVER PROV: BC POSTAL CODE: V5M 0B2

08 SECURED PARTY/LIEN CLAIMANT :

14145569 CANADA INC

09 ADDRESS : 4 BLAIR DRIVE

PROV: ON POSTAL CODE: L6T 2H5 CITY : BRAMPTON

DATE OF OR NO FIXED MV

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

X 14124 MODEL V.I.N. YEAR MAKE

11 2022 HYUNDAI 3H3V532K5NJ541237 COM TRAILER

GENERAL COLLATERAL DESCRIPTION

13 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,

14 EXCHANGES, REPLACEMENTS, PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS

15 THEREOF INCLUSIVE OF INSURANCE DISBURSEMENTS. REPAIR ORDER #CR 168

16 AGENT: D MCWILLIAMS & ASSOCIATES INC

17 ADDRESS : 2-142 WATERLOO STREET

CITY : WATERLOO PROV: ON POSTAL CODE: N2J 1Y2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 1 OF 4 ENQUIRY PAGE: 2 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 508507263 EXPIRY DATE : 23AUG 2025 STATUS :

01 CAUTION FILING: PAGE: 002 OF 2 MV SCHEDULE ATTACHED: REG NUM: 20240823 1652 9266 0215 REG TYP: REG PERIOD:

02 IND DOB : IND NAME: 03 BUS NAME: KANMAN LOGISTICS INC

OCN :

04 ADDRESS : 12 KERRIGAN DR

PROV: ON POSTAL CODE: L6R 0S4 CITY : BRAMPTON

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

PROV: POSTAL CODE: CITY :

MV DATE OF OR NO FIXED GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE 10

MODEL YEAR MAKE V.I.N.

11

GENERAL COLLATERAL DESCRIPTION

13

1 4

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 2 OF 4 ENQUIRY PAGE: 3 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 508507308 EXPIRY DATE : 23AUG 2025 STATUS :

01 CAUTION FILING: PAGE: 001 OF 2 MV SCHEDULE ATTACHED: REG NUM: 20240823 1657 9266 0216 REG TYP: R RSLA REG PERIOD: 01

02 IND DOB : IND NAME:

03 BUS NAME: NORTH SHORE LOGISTICS INC

OCN :

04 ADDRESS : 34 WINDMILL BLVD

CITY : BRAMPTON PROV: ON POSTAL CODE: L6Y 3E4

05 IND DOB : IND NAME:

06 BUS NAME: HSBC BANK CANADA

OCN :

07 ADDRESS : 2910 VIRTUAL WAY 2ND FLOOR

CITY : VANCOUVER PROV: BC POSTAL CODE: V5M 0B2

08 SECURED PARTY/LIEN CLAIMANT :

14145569 CANADA INC

09 ADDRESS : 4 BLAIR DRIVE

PROV: ON POSTAL CODE: L6T 2H5 CITY : BRAMPTON

DATE OF OR NO FIXED MV

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

X 5763 EL 10

V.I.N. YEAR MAKE MODEL

11 2022 HYUNDAI 3H3V532K5NJ541237 COM TRAILER

GENERAL COLLATERAL DESCRIPTION

13 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,

14 EXCHANGES, REPLACEMENTS, PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS

15 THEREOF INCLUSIVE OF INSURANCE DISBURSEMENTS. REPAIR ORDER #98564

16 AGENT: D MCWILLIAMS & ASSOCIATES INC

17 ADDRESS : 2-142 WATERLOO STREET

CITY : WATERLOO PROV: ON POSTAL CODE: N2J 1Y2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 2 OF 4 ENQUIRY PAGE: 4 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 508507308 EXPIRY DATE : 23AUG 2025 STATUS :

01 CAUTION FILING: PAGE: 002 OF 2 MV SCHEDULE ATTACHED: REG NUM: 20240823 1657 9266 0216 REG TYP: REG PERIOD:

02 IND DOB : IND NAME: 03 BUS NAME: KANMAN LOGISTICS INC

OCN :

04 ADDRESS : 12 KERRIGAN DR

PROV: ON POSTAL CODE: L6R 0S4 CITY : BRAMPTON

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

PROV: POSTAL CODE: CITY :

MV DATE OF OR NO FIXED GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE 10

MODEL YEAR MAKE V.I.N.

11

GENERAL COLLATERAL DESCRIPTION

13

1 4

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 3 OF 4 ENQUIRY PAGE: 5 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 511007319 $\,$ EXPIRY DATE : 13NOV 2027 STATUS :

01 CAUTION FILING: PAGE: 001 OF 3 MV SCHEDULE ATTACHED: REG NUM: 20241113 1334 1901 4915 REG TYP: P PPSA REG PERIOD: 03

02 IND DOB : IND NAME: 03 BUS NAME: KANMAN LOGISTICS INC.

OCN :

04 ADDRESS : 43 ARCTIC FOX CRES

CITY : BRAMPTON PROV: ON POSTAL CODE: L6R 0J5

05 IND DOB: IND NAME:

06 BUS NAME: NORTH SHORE LOGISTICS INC.

OCN :

07 ADDRESS : 43 ARCTIC FOX CRES

CITY : BRAMPTON PROV: ON POSTAL CODE: L6R 0J5

08 SECURED PARTY/LIEN CLAIMANT :

COAST CAPITAL EQUIPMENT LEASING LTD.

09 ADDRESS: 800-9900 KING GEORGE BLVD.

CITY : SURREY PROV: BC POSTAL CODE: V3T 0K7

MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

X 10 X X

YEAR MAKE MODEL V.I.N.

RH613 11 2022 INTERNATIONAL 3HSDWTZR5NN387363

12 2022 INTERNATIONAL RH613 3HSDWTZR7NN387364

GENERAL COLLATERAL DESCRIPTION

13 FOUR (4) NEW 2022 INTERNATIONAL RH613 S/N 3HSDWTZR5NN387363, S/N

14 3HSDWTZR7NN387364, S/N 3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366

15 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

16 AGENT: ESC CORPORATE SERVICES LTD.

17 ADDRESS: 201-1325 POLSON DR.

CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 3 OF 4 ENQUIRY PAGE: 6 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 511007319 EXPIRY DATE : 13NOV 2027 STATUS :

PAGE: 002 OF 3 MV SCHEDULE ATTACHED: 4915 REG TYP: REG PERIOD: 01 CAUTION FILING :

REG NUM : 20241113 1334 1901 4915 REG TYP:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

PROV: POSTAL CODE: CITY

IND NAME: 05 IND DOB :

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

PROV: POSTAL CODE: CITY :

10

V.I.N. MODEL YEAR MAKE

RH613 3HSDWTZR9NN387365 11 2022 INTERNATIONAL

12 2022 INTERNATIONAL RH613 3HSDWTZR0NN387366

GENERAL COLLATERAL DESCRIPTION

13 SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

14 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

15 DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 3 OF 4 ENQUIRY PAGE: 7 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 511007319 EXPIRY DATE : 13NOV 2027 STATUS :

PAGE: 003 OF 3 MV SCHEDULE ATTACHED: 4915 REG TYP: REG PERIOD: 01 CAUTION FILING :

REG NUM : 20241113 1334 1901 4915 REG TYP:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

PROV: POSTAL CODE: CITY

IND NAME: 05 IND DOB :

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

PROV: POSTAL CODE: CITY :

MV DATE OF OR NO FIXED GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE 10

MODEL YEAR MAKE V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR

14 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

15 COLLATERAL.

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 4 OF 4 ENQUIRY PAGE: 8 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 775858518 EXPIRY DATE : 27AUG 2027 STATUS :

01 CAUTION FILING: PAGE: 01 OF 003 MV SCHEDULE ATTACHED: REG NUM: 20210827 1702 1462 1356 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME: 03 BUS NAME: KANMAN LOGISTICS INC

OCN :

04 ADDRESS : 10 GILLINGHAM DRIVE

CITY : BRAMPTON PROV: ON POSTAL CODE: L6X5A5

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

CONCENTRA BANK

09 ADDRESS : C/O COMM LEASING, BOX 3030

CITY : REGINA PROV: SK POSTAL CODE: S4P3G8

DATE OF OR NO FIXED MV GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE 10 X

X X MODEL RH613

YEAR MAKE V.I.N.

11 2022 INTERNATIONAL 3HSDWTZR9NN387611

GENERAL COLLATERAL DESCRIPTION

- 13 INCLUDING ALL ACCESSORIES AND ATTACHMENTS
- 14 PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER,
- 15 INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,
- 16 AGENT: CONCENTRA BANK
- 17 ADDRESS: C/O COMMERCIAL LEASING, 2055 ALBERT ST

CITY : BOX 3030, REGINA PROV: SK POSTAL CODE: S4P3G8

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 4 OF 4 ENQUIRY PAGE: 9 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 775858518 EXPIRY DATE : 27AUG 2027 STATUS :

01 CAUTION FILING: PAGE: 02 OF 003 MV SCHEDULE ATTACHED: REG NUM: 20210827 1702 1462 1356 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY PROV: POSTAL CODE:

IND NAME: 05 IND DOB :

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

PROV: POSTAL CODE: CITY :

DATE OF OR NO FIXED MV GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

MODEL YEAR MAKE V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

- 13 INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR
- 14 INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT,
- 15 RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL
- 16 AGENT: CONCENTRA BANK
- 17 ADDRESS: C/O COMMERCIAL LEASING, 2055 ALBERT ST

CITY : BOX 3030, REGINA PROV: SK POSTAL CODE: S4P3G8

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY: 4 OF 4 ENQUIRY PAGE: 10 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

00 FILE NUMBER : 775858518 EXPIRY DATE : 27AUG 2027 STATUS :

01 CAUTION FILING: PAGE: 03 OF 003 MV SCHEDULE ATTACHED: REG NUM: 20210827 1702 1462 1356 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY PROV: POSTAL CODE:

IND NAME: 05 IND DOB :

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

PROV: POSTAL CODE: CITY :

MV DATE OF OR NO FIXED GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

MODEL YEAR MAKE V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL CLASSIFICATION - EQUIPMENT

1 4

15

16 AGENT: CONCENTRA BANK

17 ADDRESS : C/O COMMERCIAL LEASING, 2055 ALBERT ST

CITY: BOX 3030, REGINA PROV: SK POSTAL CODE: S4P3G8

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY: 4 OF 4 ENQUIRY PAGE: 11 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

FILE NUMBER 775858518

REGISTRATION NUM REG TYPE PAGE TOT

01 CAUTION : 01 OF 005 MV SCHED: 20240326 1707 1462 2575

21 REFERENCE FILE NUMBER: 775858518

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

TRANSFEROR: BUS NAME: NORTH SHORE LOGISTICS INC.

25 OTHER CHANGE:

26 REASON: LEGAL NAME CHANGE FROM KANMAN LOGISTICS INC. TO NORTH SHORE

27 /DESCR: LOGISTICS INC.

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE: NORTH SHORE LOGISTICS INC.

04/07 ADDRESS: 10 GILLINGHAM DRIVE

PROV: ON POSTAL CODE: L6X5A5 CITY: BRAMPTON

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

CONCENTRA A DIVISION OF BENNINGTON FINANCIAL CORP.

09 ADDRESS : 102-1465 NORTH SERVICE RD E

CITY : OAKVILLE PROV : ON POSTAL CODE : L6H187

CONS. MV DATE OF NO FIXED GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

GOODS INVTRY EQUIT ACCEPT 10 X X X X X X X X X X X X X RH613 3HSDWTZR9NN387611

13 PURSUANT TO LEASE AGREEMENT 49001175, 79001116 ALL PRESENT AND

14 FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 49001175.

15 79001116 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS,

16 NAME : CONCENTRA BANK

17 ADDRESS : C/O COMMERCIAL LEASING, 333 - 3RD AVE N

CITY : SASKATOON PROV : SK POSTAL CODE : S7K2M2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY: 4 OF 4 ENQUIRY PAGE: 12 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

FILE NUMBER 775858518

PAGE TOT REGISTRATION NUM REG TYPE

PAGE TOT REGISTRATION NOM REGISTRATION R

21 REFERENCE FILE NUMBER : 775858518

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE: KANMAN LOGISTICS INC

04/07 ADDRESS: 10 GILLINGHAM DRIVE

PROV: ON POSTAL CODE: L6X5A5 CITY: BRAMPTON

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

DATE OF NO FIXED CONS. MV GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO

14 AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED

15 DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING

16 NAME : CONCENTRA BANK

17 ADDRESS : C/O COMMERCIAL LEASING, 333 - 3RD AVE N

CITY : SASKATOON PROV : SK POSTAL CODE : S7K2M2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY: 4 OF 4 ENQUIRY PAGE: 13 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

FILE NUMBER 775858518

REGISTRATION NUM REG TYPE PAGE TOT

PAGE TOT REGISTRATION NOM REGISTRATION R

21 REFERENCE FILE NUMBER : 775858518

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

PROV: POSTAL CODE: CITY:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

DATE OF NO FIXED CONS. MV

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

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13 WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES,

14 CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS,

15 SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL

16 NAME : CONCENTRA BANK

17 ADDRESS : C/O COMMERCIAL LEASING, 333 - 3RD AVE N

CITY : SASKATOON PROV : SK POSTAL CODE : S7K2M2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY: 4 OF 4 ENQUIRY PAGE: 14 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

FILE NUMBER 775858518

REGISTRATION NUM REG TYPE PAGE TOT

PAGE TOT REGISTRATION NOM REGISTRATION R

21 REFERENCE FILE NUMBER : 775858518

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME: TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

DATE OF NO FIXED CONS. MV MATURITY OR MAT DATE

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT

10

11 12

13 PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND

14 ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15 DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

16 NAME : CONCENTRA BANK

17 ADDRESS : C/O COMMERCIAL LEASING, 333 - 3RD AVE N

CITY : SASKATOON PROV : SK POSTAL CODE : S7K2M2

CONTINUED

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Kanman Logistics Inc.

FILE CURRENCY: January 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY: 4 OF 4 ENQUIRY PAGE: 15 OF 15

SEARCH : BD : KANMAN LOGISTICS INC.

FILE NUMBER 775858518

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 05 OF 005 MV SCHED: 20240326 1707 1462 2575

21 REFERENCE FILE NUMBER : 775858518

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME: 24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13 INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 2022 INTERNATIONAL

14 RH613 3HSDWTZR9NN387611

15

16 NAME : CONCENTRA BANK

17 ADDRESS : C/O COMMERCIAL LEASING, 333 - 3RD AVE N

CITY : SASKATOON PROV : SK POSTAL CODE : S7K2M2

LAST SCREEN

APPENDIX G



Ministry of Public and Business Service Delivery

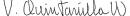
Profile Report

NORTH SHORE LOGISTICS INC. as of April 03, 2024

Act
Type
Name
Ontario Corporation Number (OCN)
Governing Jurisdiction
Status
Date of Incorporation
Registered or Head Office Address

Business Corporations Act
Ontario Business Corporation
NORTH SHORE LOGISTICS INC.
2272846
Canada - Ontario
Active
January 31, 2011
34 Windmill Blvd, Brampton, Ontario, L6Y 3E4, Canada

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



Director/Registrar

Active Director(s)

Minimum Number of Directors 5 **Maximum Number of Directors**

Name MANPREET BAL

Address for Service 12949 Innis Lake Rd, Caledon, Ontario, L7C 2Z5, Canada

Resident Canadian

Date Began February 24, 2023

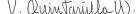
Name HARVINDER RANDHAWA

43 Arctic Fox Crescent, Brampton, Ontario, L6R 0J5, Canada **Address for Service** Yes

Resident Canadian

Date Began February 24, 2023

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



Director/Registrar

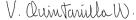
Active Officer(s)

Name Position Address for Service Date Began

Name Position Address for Service Date Began MANPREET BAL Secretary 12949 Innis Lake Rd, Caledon, Ontario, L7C 2Z5, Canada February 24, 2023

HARVINDER RANDHAWA President 43 Arctic Fox Crescent, Brampton, Ontario, L6R 0J5, Canada February 24, 2023

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



Director/Registrar

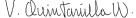
Corporate Name History

Name Effective Date

Previous Name Effective Date NORTH SHORE LOGISTICS INC. November 24, 2021

KANMAN LOGISTICS INC. January 31, 2011

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

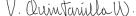


Director/Registrar

Active Business Names

Name Business Identification Number (BIN) Registration Date Expiry Date NORTH SHORE LOGISTICS 311435614 October 15, 2021 October 14, 2026

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

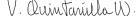


Director/Registrar

Expired or Cancelled Business Names

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

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

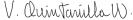


Director/Registrar

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: HARVINDER RANDHAWA	March 31, 2023
BCA - Articles of Amendment	November 24, 2021
CIA - Notice of Change PAF: JAGDEEP RANDHAWA - DIRECTOR	May 17, 2021
Annual Return - 2019 PAF: MAHAN SINGH - DIRECTOR	September 20, 2020
Annual Return - 2018 PAF: MAHAN SINGH - DIRECTOR	July 28, 2019
Annual Return - 2017 PAF: MAHAN SINGH - DIRECTOR	September 02, 2018
Annual Return - 2016 PAF: MAHAN SINGH - DIRECTOR	September 02, 2018
CIA - Notice of Change PAF: MAHAN SINGH - DIRECTOR	May 31, 2018
Annual Return - 2016 PAF: MAHAN SINGH - DIRECTOR	October 01, 2017
Annual Return - 2015 PAF: MAHAN SINGH - DIRECTOR	August 09, 2016
CIA - Notice of Change PAF: MAHAN SINGH - DIRECTOR	January 05, 2016
CIA - Notice of Change PAF: MAHAN SINGH - DIRECTOR	October 27, 2015
Annual Return - 2014 PAF: TEJINDER PAL GILL - DIRECTOR	March 28, 2015

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



Annual Return - 2013 February 15, 2014

PAF: TEJINDER PAL GILL - DIRECTOR

Annual Return - 2012 February 02, 2013

PAF: TEJINDER PAL GILL - DIRECTOR

Annual Return - 2011 March 31, 2012

PAF: TEJINDERPAL SINGH GILL - DIRECTOR

BCA - Articles of Incorporation January 31, 2011

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

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



Director/Registrar

APPENDIX H

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS



A Service Provider under Contract with the Ministry of Government Services

Prepared for: Chaitons LLP

Reference:

Docket: 87423 Search ID: 976518

Date Processed: 07 Jun 2024

Report Type: PPSA Electronic Response Search Conducted on: North Shore Logistics Inc.

Search Type: Business Debtor

DISCLAIMER:

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

RUN NUMBER : 159

RUN DATE : 2024/06/07

ENOUIRY NUMBER 20240607160720.96 CONTAINS 71 PAGE(S), 22 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

CONTINUED...

2

REPORT : P

PAGE: 1

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 2

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 504873765

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD 0.1

001 2 20240429 1704 1035 7451 R RSLA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME TRUE NORTH/KANMAN LOGISTICS INC.

ONTARIO CORPORATION NO.

UNIT #5 93 ARMSTRONG AVE 0.4ADDRESS GEORGETOWN FIRST GIVEN NAME INITIAL SURNAME DATE OF BIRTH

DEBTOR

06 NAME BUSINESS NAME HSBC BANK CANADA

ONTARIO CORPORATION NO.

07 ADDRESS 2910 VIRTUAL WAY 2ND FLOOR BC V5M 0B2 VANCOUVER

0.8 2763170 ONTARIO INC SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS UNIT #5 93 ARMSTRONG AVE GEORGETOWN ONT L7G 4S1

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X 6135

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYTR COM 3H3V532K4NJ541228

12 VEHICLE

13 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, GENERAL

EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 14 COLLATERAL

DESCRIPTION 15 THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS.

16 REGISTERING BILL MCFADDEN (2010) LTD

AGENT

17 L6S 1E9 ADDRESS 59 GLEBE CRES BRAMPTON ON

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

ONT

L7G 4S1

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2024/06/07 PAGE: 3 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 504873765

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE NUMBER
002 2 20240429 1704 103 FILING UNDER PERIOD

002 2 20240429 1704 1035 7451 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

34 WINDMILL BLVD ONT L6Y 3E4 0.4ADDRESS BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PAGE: 4 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 504646398

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES UNDER SCHEDULE NUMBER PERIOD X 20240422 1255 9554 0020 R RSLA 001 2 0.3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

34 WINDMILL BLVD L6Y 3E4 0.4ADDRESS BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME TRUE NORTH FREIGHT SOLUTIONS INC.

ONTARIO CORPORATION NO.

07 ADDRESS 11553 10TH LINE ON L7G 4S7 GEORGETOWN

0.8 410 PRINTING AND SIGNS SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 7111 FIR TREE DRIVE MISSISSAUGA ON L5S 1G4

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X 10000

YEAR MAKE MODEL V.I.N.

INTERNATIONAL RH613 3HSDWTZR9PN494922 11 MOTOR 2023 INTERNATIONAL RH613

12 VEHICLE 2023 INTERNATIONAL HV615 INTERNATIONAL HV615 3HSPWTZR0PN494923

13 GENERAL TRUCKS

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING 410 PRINTING AND SIGNS

AGENT

17 ON L5S 1G4 ADDRESS 7111 FIR TREE DRIVE MISSISSAUGA

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER: 159

RUN DATE: 2024/06/07

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUGH SEARCH RESPONSE MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT:

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 5

ID: 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER

0.0	504646398

00	304040390			
		PAGE TOTAL	REGISTRATION	
		NO. OF PAGES	NUMBER	
01		002 2	20240422 1255 9554 (0020
	YEAR	MAKE	MODEL	V.I.N.
41	2024	INTERNATIONAL RH613	INTERNATIONAL RH613	3HSDWTZR9RN494924
42	2024	FREIGHTLINER CASCADIA	FREIGHTLINER CASCAD	3AKJHLDR5RDUV3809
43	2024	FREIGHTLINER CASCADIA	FREIGHTLINER CASCAD	3AKJHLDR5RDUV3808
44				

45

46 47

48

49

50 51

52

53 54

55 56

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

REPORT : P

RUN NUMBER : 159 REPORT : P MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 6

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 504553149

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES UNDER FILING SCHEDULE NUMBER PERIOD 001 2 20240418 1003 2758 3955 R RSLA 0.1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.4

BUSINESS NAME 0.3 NAME TRUE NORTH FREIGHT SOLUTIONS

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

11553 10TH LINE

DEBTOR

06 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ADDRESS

ONTARIO CORPORATION NO.

07 ADDRESS 34 WINDMILL BLVD ON L6Y 3E4 BRAMPTON

0.8 POPULAR TIRE SALES & SERVICES INC. SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 1137 LORIMAR DRIVE MISSISSAUGA ON L5S 1M5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X 1581

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 FREIGHTLINER FM2 3AKJHHDR7PSNY7338

12 VEHICLE

13 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, GENERAL

EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 14 COLLATERAL

DESCRIPTION 15 THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11978

16 REGISTERING BDSL -24-11978

AGENT

17 ON L7G 5X7 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

ON

GEORGETOWN

L7G 4S7

PROVINCE OF ONTARIO RUN NUMBER : 159
RUN DATE : 2024/06/07
ID : 20240607160720.96

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 7

ENOUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 504553149

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER

002 2 2 2 20240418 1003 2758 3955 UNDER PERIOD

20240418 1003 2758 3955 002 2 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME DAIMLER TRUCK FINANCIAL SERVICES CANADA CORP

ONTARIO CORPORATION NO.

ADDRESS 202-2680 MATHESON BLVD E MISSISSAUGA L4W 0A5 0.4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

REPORT : P

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PAGE: 8 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 504331452

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

SCHEDULE NUMBER FILING NO. OF PAGES UNDER PERIOD

001 1 20240410 1934 1590 8121 P PPSA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 34 WINDMILL BLVD

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 04 ON L6Y 3E4 BRAMPTON

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / BVD PETROLEUM INC.

LIEN CLAIMANT

09 ADDRESS 130 DELTA PARK BLVD BRAMPTON ON L6T 5E7

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X XX

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING SIMMONS DA SILVA LLP(PK-DHLK001)

AGENT

17 ON L6W 4L2 ADDRESS 200-201 COUNTY COURT BLVD. BRAMPTON

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2024/06/07 PAGE: 9 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 501781977

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 002 20240108 1454 1530 5344 P PPSA 1.0

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

10 GILLINGHAM DRIVE, SUITE 304 BRAMPTON L6X 5A5 0.4ADDRESS

FIRST GIVEN NAME INITIAL SURNAME DATE OF BIRTH

DEBTOR

06 NAME BUSINESS NAME TRUE NORTH FREIGHT SOLUTIONS INC.

ONTARIO CORPORATION NO.

07 ADDRESS 66 CITADEL CRES ON L6P 1X8 BRAMPTON

HSBC BANK CANADA SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 10TH FLOOR, 407-8TH AVENUE SW CALGARY AB T2P 1E5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE GENERAL

AND CONTINGENT OF NORTH SHORE LOGISTICS INC. TO THE DEBTOR AND ALL 14 COLLATERAL

15 PROCEEDS INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP

AGENT

17 SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 10

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 501781977

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.2 002 20240108 1454 1530 5344 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND GENERAL

14 COLLATERAL MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY

15 DESCRIPTION REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159
RUN DATE : 2024/06/07
ID : 20240607160720.96 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PAGE : 11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792695232

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20230426 1000 1590 0622 P PPSA PERIOD 20230426 1000 1590 0622 P PPSA 25

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ON L6Y 3E4 BRAMPTON

ADDRESS 34 WINDMILL BLVD
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 201 CITY CENTRE DRIVE, SUITE 301, MISSISSAUGA ON L5B 2T4

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

 $\mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X}$ 10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING MACDONALD SAGER LLP

AGENT

17 800-150 YORK STREET TORONTO ON M5H 3S5 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 12

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE REGISTRATION REGISTERED CAUTION PAGE

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 001 20230426 1451 1590 0724 01

FILE NUMBER 792695232 21 RECORD

REFERENCED RENEWAL CORRECT

> PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

5 B RENEWAL

FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE

DEBTOR/ BUSINESS NAME NORTH SHORE LOGISTICS INC.

TRANSFEROR

OTHER CHANGE 26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

YEAR MAKE

08

09 **ADDRESS**

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

MODEL

10

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR MACDONALD SAGER LLP

ADDRESS 17 800-150 YORK STREET ONM5H 3S5 SECURED PARTY/ TORONTO

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

V.I.N.

CONTINUED... 13

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 13

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792276561

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER

001 1 20230412 0947 153 UNDER PERIOD

20230412 0947 1532 4547 P PPSA 6 001 1 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 34 WINDMILL BLVD
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L6Y3E4 BRAMPTON

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

CASCADIA 11 MOTOR 2024 FREIGHTLINER 3AKJHLDR3RDUV3808

12 VEHICLE 2024 FREIGHTLINER CASCADIA 3AKJHLDR5RDUV3809

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 RUN DATE : 2024/06/07 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PAGE : 14 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 791388045

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 2 20230310 1557 190 UNDER PERIOD 20230310 1557 1901 6938 P PPSA 001 2 0.6 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 10 GILLINGHAM DRIVE, SUITE 304-B BRAMPTON ON L6X 5A5 0.4

> DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

LIEN CLAIMANT

09 ADDRESS 204 - 3185 WILLINGDON GREEN BURNABY BC V5G 4P3

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

X 10 X X

> YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 INTERNATIONAL RH 3HSDWTZR0PN494923

12 VEHICLE 2023 INTERNATIONAL 3HSDWTZR9RN494924

13 TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS GENERAL

14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ON M5V 1K4 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 15

ID: 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 791388045

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20230310 1557 1901 6938

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 INTERNATIONAL RH 3HSDWTZR9PN494922

12 VEHICLE

10

13 GENERAL AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

RUN NUMBER : 159
RUN DATE : 2024/06/07 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 16

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790726419

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20230213 1812 179 UNDER PERIOD

20230213 1812 1793 0098 P PPSA 001 1 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

0.4ON L6Y3E4 BRAMPTON

ADDRESS 34 WINDMILL BLVD.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 BANK OF MONTREAL SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 100 KING STREET WEST, 18TH FLOOR TORONTO ON M5X1A1

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

X 10 $\mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X}$

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AIRD & BERLIS LLP (AC-305797)

AGENT

17 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

5

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 17

ENOUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790391547

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20230131 1116 153 UNDER PERIOD 20230131 1116 1532 7241 P PPSA 001 1 0.6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 34 WINDMILL BLVD

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L6Y3E4 BRAMPTON

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

MOTOR 2023 FREIGHTLINER CASCADIA 3AKJHHDR6PSUL9262

12 VEHICLE 2023 FREIGHTLINER CASCADIA 3AKJHHDR8PSUL9263

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 18

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790301223

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD 001 3 20230127 1356 5064 9935 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

10 GILLINGHAM DRIVE, 304-B ON L6X 5A5 0.4ADDRESS BRAMPTON

> FIRST GIVEN NAME INITIAL SURNAME DATE OF BIRTH

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

LIEN CLAIMANT

09 ADDRESS 2-4145 NORTH SERVICE ROAD BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

> YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 INTERNATIONAL RH613 3HSDZTZR0PN727691

12 VEHICLE 2023 INTERNATIONAL RH613 3HSDZTZR2PN727692

OTY (3) 2023 INTERNATIONAL RH613 73" SKY-RISE SLEEPER TRUCKS S/N 13 GENERAL

3HSDZTZROPN727691,3HSDZTZR2PN727692,3HSDZTZR4PN727693 TOGETHER WITH 14 COLLATERAL

DESCRIPTION ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, 15

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 445 KING STREET WEST, SUITE 400 TORONTO M5V 1K4 ADDRESS ON

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 19

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

790301223

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 3 20230127 1356 5064 9935

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 INTERNATIONAL RH613 3HSDZTZR4PN727693

12 VEHICLE

10

13 GENERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING.

14 COLLATERAL ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT

15 DESCRIPTION LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS,

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

PROVINCE OF ONTARIO RUN NUMBER : 159

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 20

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790301223

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 3 20230127 1356 5064 9935 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, GENERAL

TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED. 14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

21 CONTINUED...

RUN NUMBER : 159
RUN DATE : 2024/06/07 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PAGE : 21 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790310466

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 3 20230127 1642 506 UNDER PERIOD 20230127 1642 5064 0130 P PPSA 001 3 0.7 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 304B-10 GILLINGHAM DRIVE ON L6X 5A5 0.4BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / COAST CAPITAL EQUIPMENT LEASING LTD.

LIEN CLAIMANT

09 ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

X X 10 X

> MODEL YEAR MAKE V.I.N.

MOTOR 2023 INTERNATIONAL RH DAY CAB 11 3HSDWTZR4PN494925

12 VEHICLE 2023 INTERNATIONAL RH DAY CAB 3HSDWTZR6PN730894

TWO (2) NEW 2023 INTERNATIONAL RH DAY CAB S/N 3HSDWTZR4PN494925 & 13 GENERAL

3HSDWTZR6PN730894 ONE (1) NEW 2023 INTERNATIONAL LT 73" SKY-RISE 14 COLLATERAL

DESCRIPTION SLEEPER S/N 3HSDZTZR3PN727684 TOGETHER WITH ALL ATTACHMENTS, 15

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 2.2

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790310466

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES UNDER FILING SCHEDULE NUMBER PERIOD

002 3 20230127 1642 5064 0130 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 INTERNATIONAL SKY-RISE SLEEPER 3HSDZTZR3PN727684

12 VEHICLE

ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND 13 GENERAL

COLLATERAL IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY 14

15 DESCRIPTION OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO RUN NUMBER : 159

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 23

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790310466

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 3 20230127 1642 5064 0130 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

14 COLLATERAL OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

24 CONTINUED...

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 24

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 785095506

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER

001 1 20220721 0937 153 UNDER PERIOD 20220721 0937 1532 6888 P PPSA 001 1 0.6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC

ONTARIO CORPORATION NO.

34 WINDMILL BLVD ON L6Y3E4 ADDRESS BRAMPTON

FIRST GIVEN NAME INITIAL SURNAME DATE OF BIRTH

DEBTOR

NAME BUSINESS NAME 06 NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

07 ADDRESS 34 WINDMILL BLVD ON L6Y3E4 BRAMPTON

DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 FREIGHTLINER CASCADIA 1FUJHHDR1PLNY8724

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 159
RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 25

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 783859464

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER

001 1 20220610 1123 153 UNDER PERIOD

20220610 1123 1532 0160 P PPSA 001 1 0.6 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ON L6Y3E4 BRAMPTON

ADDRESS 34 WINDMILL BLVD
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

> YEAR MAKE MODEL V.I.N.

MOTOR 2023 FREIGHTLINER CASCADIA 3AKJHHDR7PSNY7338

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

RUN NUMBER : 159
RUN DATE : 2024/06/07 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 26

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 783446778

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20220530 1851 153 UNDER PERIOD 20220530 1851 1532 8535 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 34 WINDMILL BLVD
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L6Y 3E4 BRAMPTON

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

MOTOR 2023 FREIGHTLINER CASCADIA 3AKJHHDR9PSNY7339

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 2.7

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 780611391

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 0.6

001 4 20220224 1023 1902 7360 P PPSA 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

10 GILLINGHAM DRIVE, 304-B ON L6X 5A5 0.4ADDRESS BRAMPTON

> DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA

LIEN CLAIMANT

09 ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L 6A3

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

> YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA062XKW120985

12 VEHICLE 2019 GREAT DANE REEFER 1GRAA0628KW120998

13 GENERAL OTY (6) 2019 GREAT DANE REEFER TRAILER C/W REEFER/ HEATER S/N

1GRAA062XKW120985, SAY91543164, 1GRAA0628KW120998, SAY91542964, 14 COLLATERAL

DESCRIPTION 1GRAA0621KW120972, SAY91541837, 1GRAA0624KW120982, SAY91542337, 15

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 445 KING STREET WEST, SUITE 400 TORONTO M5V 1K4 ADDRESS ON

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 28

ID: 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

780611391

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 4 20220224 1023 1902 7360

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA0621KW120972

12 VEHICLE 2019 GREAT DANE REEFER 1GRAA0624KW120982

13 GENERAL 1GRAA0627KW120961, SAY91542286, 1GRAA0622KW121094, SAZ91546531

14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS,

15 DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 29

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 780611391

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 4 20220224 1023 1902 7360 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

0.3 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF CONSUMER NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA0627KW120961

12 VEHICLE 2019 GREAT DANE REEFER 1GRAA0622KW121094

13 GENERAL FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL,

INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, 14 COLLATERAL

15 DESCRIPTION INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS,

REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 30

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

780611391

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 004 4 20220224 1023 1902 7360

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE
MODEL
V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY

14 COLLATERAL OTHER FORM OF PROCEED.

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 RUN DATE : 2024/06/07 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 31

ENOUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 780567066

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
01 004 20220222 1933 153 UNDER PERIOD

20220222 1933 1531 6018 P PPSA 6 01 004 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTH SHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 10 GILLINGHAM DRIVE, SUITE 304 BRAMPTON ON L6X 5A5 0.4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / HSBC BANK CANADA

LIEN CLAIMANT

ADDRESS 70 YORK STREET 4TH FLOOR TORONTO 09 ON M5J 1S9

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

10 X X

> YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA0628KW121018

12 VEHICLE 2019 GREAT DANE REEFER 1GRAA0625KW120960

13 GENERAL INCLUDING ALL REEFER/HEATER UNITS

COLLATERAL TOGETHER WITH ALL PARTS, ACCESSORIES AND COLLATERAL NOW OR HEREAFTER 14

DESCRIPTION ATTACHED TO OR FORMING A PART THEREOF AND ALL PROCEEDS THEREFROM 15

16 REGISTERING D+H LIMITED PARTNERSHIP

AGENT

17 SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 32

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 780567066

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.2 004 20220222 1933 1531 6018 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF CONSUMER NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA062XKW121022 12 VEHICLE 2019 GREAT DANE REEFER 1GRAA0626KW121082

13 GENERAL INCLUDING ALL TYPES AND KINDS OF PERSONAL PROPERTY INCLUDING,

WITHOUT LIMITATION, TRADE-INS, ACCOUNTS, BUILDING MATERIALS, CHATTEL 14 COLLATERAL

15 PAPER, CONTRACTS, CONTRACT RIGHTS, DOCUMENTS OF TITLE, RENTAL DESCRIPTION

REGISTERING

AGENT

10

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 33

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 780567066

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 004 20220222 1933 1531 6018

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA0621KW120986

12 VEHICLE 2019 GREAT DANE REEFER 1GRAA0622KW120995

13 GENERAL PAYMENTS, INSURANCE PAYMENTS, FIXTURES, INSTRUMENTS, MONEY,

14 COLLATERAL INVENTORY, LEASES, SECURITIES, COLLATERAL AND ANY OTHER GOODS OR

15 DESCRIPTION INTANGIBLES RECEIVED AS A RESULT OF THE SAID GOODS, CHATTELS AND

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 34

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 780567066

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE NUMBER
04 004 20220222 1933 153 FILING UNDER PERIOD

04 004 20220222 1933 1531 6018 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 GREAT DANE REEFER 1GRAA0627KW121060

12 VEHICLE

10

13 GENERAL MOVABLE PROPERTY BEING SOLD, DEALT WITH OR OTHERWISE DISPOSED OF.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 35

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE :

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 001 20240221 1039 1529 7582 01

FILE NUMBER 780567066 21 RECORD

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

X A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME NORTH SHORE LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/ INCLUDE EQUIPMENT IN COLLATERAL CLASSIFICATION

27 DESCRIPTION

02/

28

08

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

DATE OF NO FIXED CONSUMER MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 17 4126 NORLAND AVENUE BCV5G 3S8 SECURED PARTY/ BURNABY

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 RUN DATE : 2024/06/07 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 36

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
01 013 20211123 1446 1530 5878 UNDER PERIOD

20211123 1446 1530 5878 P PPSA 6 01 013 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME KANMAN LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 10 GILLINGHAM DRIVE, SUITE 304 BRAMPTON ON L6X 5A5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / HSBC BANK CANADA

LIEN CLAIMANT

ADDRESS 70 YORK STREET 4TH FLOOR TORONTO 09 ON M5J 1S9

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

> YEAR MAKE MODEL V.I.N.

MOTOR 2022 HYUNDAI HYCUBE 3H3V532K5NJ161184

12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K7NJ161185

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP

AGENT

17 SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 37

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.2 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K0NJ161187

12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K2NJ161188

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 38

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.3 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K4NJ161189

12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K0NJ161190

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 39

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

04 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K2NJ161191 12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K1NJ161215

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO RUN NUMBER : 159

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 40

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.5 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K2NJ541227

12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K4NJ541228

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 41

ID: 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 06 013 20211123 1446 1530 5878

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE
MODEL
V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K6NJ541229
12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K2NJ541230

12 VEHICLE 2022 HYUNDAI 13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 42

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 07 013 20211123 1446 1530 5878

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

 11
 MOTOR
 2022
 HYUNDAI
 HYCUBE
 3H3V532K4NJ541231

 12
 VEHICLE
 2022
 HYUNDAI
 HYCUBE
 3H3V532K6NJ541232

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 43

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.8 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K8NJ541233 3H3V532KXNJ541234

12 VEHICLE 2022 HYUNDAI HYCUBE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 44

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.9 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K1NJ541235 12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K3NJ541236

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 45

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

10 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K5NJ541237 12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K7NJ541238

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 46

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 11 013 20211123 1446 1530 5878

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K9NJ541239

12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K5NJ541240

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 47

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 47

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

12 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

ONTARIO CORPORATION NO.

07 ADDRESS

NAME BUSINESS NAME

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K7NJ541241

12 VEHICLE 2022 HYUNDAI HYCUBE 3H3V532K9NJ541242

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 48

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778456836

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

SCHEDULE FILING NO. OF PAGES NUMBER UNDER PERIOD

13 013 20211123 1446 1530 5878 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

MOTOR 2022 HYUNDAI 11 HYCUBE 3H3V532K0NJ541243

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 49

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 001 01 20240110 1635 1531 9663

778456836 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REOUIRED YEARS PERIOD

X A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME KANMAN LOGISTICS INC.

TRANSFEROR

25 OTHER CHANGE

26 REASON/ TO CORRECT REFERENCE DEBTOR INFORMATION FROM KANMAN LOGISTICS INC.

27 DESCRIPTION TO NORTH SHORE LOGISTICS INC., REGISTERED INCORRECTLY ON

28 REGISTRATION NO. 20211123144615305878

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME NORTH SHORE LOGISTICS INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 10 GILLINGHAM DRIVE, SUITE 304 ONL6X 5A5 BRAMPTON

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

17 BCV5G 3S8 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 5.0

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE REGISTRATION REGISTERED CAUTION PAGE

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 001 20240221 1743 1531 9834 01

FILE NUMBER 778456836 21 RECORD

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

X A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR / BUSINESS NAME NORTH SHORE LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/ ADD "EOUIPMENT" COLLATERAL CLASSIFICATION

27 DESCRIPTION

28

08

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 ADDRESS

COLLATERAL CLASSIFICATION

DATE OF NO FIXED CONSUMER MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 17 4126 NORLAND AVENUE BCV5G 3S8 SECURED PARTY/ BURNABY

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 159
RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 51

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 776640357

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES UNDER SCHEDULE NUMBER PERIOD 0.6

X 20210922 1518 1902 0988 P PPSA 001 2 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME KANMAN LOGISTICS INC.

ONTARIO CORPORATION NO.

0.4ON L6X 5A5 BRAMPTON

ADDRESS 10 GILLINGHAM DR
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / BANK OF MONTREAL

LIEN CLAIMANT

09 ADDRESS 5750 EXPLORER DRIVE, 3RD FLOOR MISSISSAUGA ON L4W 0A9

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

 $\mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X}$ 10

> YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE DRY VANS 3H3V532K9NJ161186

12 VEHICLE 2022 HYUNDAI HYCUBE DRY VANS 3H3V532K6NJ161209

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 BC V1T 8H2 ADDRESS 201-1325 POLSON DRIVE VERNON

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 52

PROVINCE OF ONTARIO RUN NUMBER : 159

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 52

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER

0.0	776640357

		PAGE	TOTAL	REGISTRATION
		NO. OF	PAGES	NUMBER
01		002	2	20210922 1518 1902 0988
	YEAR	MAKE		MODEL V.I.N.
41	2022	HYUNDAI		HYCUBE DRY VANS 3H3V532K2NJ161210
42	2022	HYUNDAI		HYCUBE DRY VANS 3H3V532K4NJ161211
43	2022	HYUNDAI		HYCUBE DRY VANS 3H3V532K6NJ161212
44	2022	HYUNDAI		HYCUBE DRY VANS 3H3V532KXNJ161214
45	2022	HYUNDAI		HYCUBE DRY VANS 3H3V532K3NJ161216
46				
47				
48				
49				
50				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 53

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 53

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER 001 1 01 20240416 1837 5064 7692

FILE NUMBER 776640357 21 RECORD

REFERENCED RENEWAL CORRECT

> PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR / BUSINESS NAME KANMAN LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/ ADD DEBTOR NORTH SHORE LOGISTICS INC. (10 GILLINGHAM DR, BRAMPTON,

27 DESCRIPTION ON, L6X5A5)

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME NORTH SHORE LOGISTICS INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 10 GILLINGHAM DR ONL6X 5A5 BRAMPTON

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

DATE OF NO FIXED CONSUMER MOTOR VEHICLE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE 10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 ESC CORPORATE SERVICES LTD. REGISTERING AGENT OR

17 445 KING STREET WEST, SUITE 400 M5V 1K4 SECURED PARTY/ ADDRESS TORONTO ON

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 54

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 775858518

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES UNDER SCHEDULE NUMBER PERIOD

01 003 20210827 1702 1462 1356 P PPSA 6 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME KANMAN LOGISTICS INC

ONTARIO CORPORATION NO.

04 ON L6X5A5 ADDRESS 10 GILLINGHAM DRIVE BRAMPTON

FIRST GIVEN NAME INITIAL SURNAME DATE OF BIRTH

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / CONCENTRA BANK

LIEN CLAIMANT

09 ADDRESS C/O COMM LEASING, BOX 3030 REGINA SK S4P3G8

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 INTERNATIONAL RH613 3HSDWTZR9NN387611

12 VEHICLE

13 GENERAL INCLUDING ALL ACCESSORIES AND ATTACHMENTS

14 COLLATERAL PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER,

DESCRIPTION INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, 15

16 REGISTERING CONCENTRA BANK

AGENT

17 SK S4P3G8 C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 55

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 775858518

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES UNDER SCHEDULE NUMBER PERIOD

0.2 003 20210827 1702 1462 1356 P PPSA 6 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR GENERAL

INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, 14 COLLATERAL

15 DESCRIPTION RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

16 REGISTERING CONCENTRA BANK

AGENT

SK S4P3G8 17 C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 56

ID: 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 775858518

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 003 20210827 1702 1462 1356 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL CLASSIFICATION - EOUIPMENT

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CONCENTRA BANK

AGENT

ADDRESS C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA SK S4P3G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 57

ID: 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 005 20240326 1707 1462 2575 01

775858518 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME NORTH SHORE LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/ LEGAL NAME CHANGE FROM KANMAN LOGISTICS INC. TO NORTH SHORE

27 DESCRIPTION LOGISTICS INC.

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME NORTH SHORE LOGISTICS INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 10 GILLINGHAM DRIVE ONL6X5A5 BRAMPTON

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

80 CONCENTRA A DIVISION OF BENNINGTON FINANCIAL CORP.

09 ADDRESS 102-1465 NORTH SERVICE RD E OAKVILLE ON L6H187

COLLATERAL CLASSIFICATION

DATE OF CONSUMER MOTOR VEHICLE NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

X X

> YEAR MAKE MODEL V.I.N.

2022 INTERNATIONAL RH613 3HSDWTZR9NN387611 11 MOTOR

12 VEHICLE

PURSUANT TO LEASE AGREEMENT 49001175, 79001116 ALL PRESENT AND 13 GENERAL

14 COLLATERAL FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 49001175,

DESCRIPTION 79001116 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, 15

CONCENTRA BANK 16 REGISTERING AGENT OR

17 C/O COMMERCIAL LEASING, 333 - 3RD AVE N SASKATOON S7K2M2 SECURED PARTY/ ADDRESS SK

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 02 005 20240326 1707 1462 2575

21 RECORD FILE NUMBER 775858518

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME KANMAN LOGISTICS INC

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 10 GILLINGHAM DRIVE BRAMPTON ON L6X5A5

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

8 0

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO

14 COLLATERAL AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED

15 DESCRIPTION DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING

16 REGISTERING AGENT OR CONCENTRA BANK

17 SECURED PARTY/ ADDRESS C/O COMMERCIAL LEASING, 333 - 3RD AVE N SASKATOON SK S7K2M2

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

REPORT : P

5.8

PAGE :

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 59

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

0.3 005 20240326 1707 1462 2575 01

775858518 21 RECORD FILE NUMBER

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

12

09 ADDRESS

COLLATERAL CLASSIFICATION

DATE OF NO FIXED CONSUMER MOTOR VEHICLE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

VEHICLE

13 GENERAL WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES,

14 COLLATERAL CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS,

DESCRIPTION SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL 15

REGISTERING AGENT OR 16 CONCENTRA BANK

17 C/O COMMERCIAL LEASING, 333 - 3RD AVE N SASKATOON S7K2M2 SECURED PARTY/ ADDRESS SK

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

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775858518 21 RECORD FILE NUMBER

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

12

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

VEHICLE

13 GENERAL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND

14 COLLATERAL ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

DESCRIPTION DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL 15

16 REGISTERING AGENT OR CONCENTRA BANK

17 C/O COMMERCIAL LEASING, 333 - 3RD AVE N SASKATOON SK S7K2M2 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

REPORT : P

60

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RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

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ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE REGISTRATION REGISTERED CAUTION PAGE

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775858518 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

10

09 **ADDRESS**

COLLATERAL CLASSIFICATION

DATE OF NO FIXED CONSUMER MOTOR VEHICLE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 2022 INTERNATIONAL

14 COLLATERAL RH613 3HSDWTZR9NN387611

15 DESCRIPTION

16 REGISTERING AGENT OR CONCENTRA BANK

C/O COMMERCIAL LEASING, 333 - 3RD AVE N SASKATOON 17 SK S7K2M2 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 775745199

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD X 20210825 1113 1901 9444 P PPSA 001 3 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME KANMAN LOGISTICS INC.

ONTARIO CORPORATION NO.

ON L6R 0S4 0.4ADDRESS 12 KERRIGAN DR BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

> YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI HYCUBE 3H3V532K8NJ161213

12 VEHICLE 2022 HYUNDAI COMPOSITE 3H3V532K4NJ543027

13 TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS GENERAL

14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 BC V1T 8H2 ADDRESS 201-1325 POLSON DRIVE VERNON

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 63

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 775745199

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 3 20210825 1113 1901 9444

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

 11
 MOTOR
 2022
 HYUNDAI
 COMPOSITE
 3H3V532K6NJ543028

 12
 VEHICLE
 2022
 HYUNDAI
 COMPOSITE
 3H3V532K8NJ543029

13 GENERAL AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 64

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 64

ID : 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER

0.0	775745199

		PAGE	TOTAL	REGISTRATION	
		NO. OF	PAGES	NUMBER	
01		003	3	20210825 1113 1901 9	9444
	YEAR	MAKE		MODEL	V.I.N.
41	2022	HYUNDAI		COMPOSITE	3H3V532K4NJ543030
42	2022	HYUNDAI		COMPOSITE	3H3V532K6NJ543031
43	2022	HYUNDAI		COMPOSITE	3H3V532K8NJ543032
44	2022	HYUNDAI		COMPOSITE	3H3V532KXNJ543033
45	2022	HYUNDAI		COMPOSITE	3H3V532K1NJ543034
46	2022	HYUNDAI		COMPOSITE	3H3V532K3NJ543035
47					
48					

52 53

49 50 51

54 55 56

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 65

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

REPORT : P RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 65

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

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001 1 01 20230403 1804 5064 2841

FILE NUMBER 775745199 21 RECORD

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR / BUSINESS NAME KANMAN LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/ AMEND DEBTOR FROM KANMAN LOGISTICS INC. 12 KERRIGAN DR BRAMPTON,

27 DESCRIPTION ON, L6R0S4 TO NORTH SHORE LOGISTICS INC. 12 KERRIGAN DR BRAMPTON,

28 ON, L6R0S4

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME NORTH SHORE LOGISTICS INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 12 KERRIGAN DR ONL6R 0S4 BRAMPTON

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

DATE OF NO FIXED CONSUMER MOTOR VEHICLE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.

17 445 KING STREET WEST, SUITE 400 M5V 1K4 SECURED PARTY/ ADDRESS TORONTO ON

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE :

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE REGISTRATION REGISTERED CAUTION PAGE

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FILE NUMBER 775745199 21 RECORD

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REOUIRED YEARS PERIOD

F PART DISCH FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR / BUSINESS NAME KANMAN LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

2022 HYUNDAI HYCUBE 3H3V532K8NJ161213 11 MOTOR

VEHICLE 2022 HYUNDAI 12 COMPOSITE 3H3V532K4NJ543027

13 GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS

14 COLLATERAL SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN

15 DESCRIPTION ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 ONM5V 1K4 SECURED PARTY/ TORONTO

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

REPORT : P

66

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 67

ID: 20240607160720.96 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

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21 RECORD FILE NUMBER 775745199

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

25001

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 HYUNDAI COMPOSITE 3H3V532K6NJ543028

12 VEHICLE 2022 HYUNDAI COMPOSITE 3H3V532K1NJ543034

13 GENERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER

14 COLLATERAL PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE

15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 159
RUN DATE : 2024/06/07
ID : 20240607160720.96 PAGE : 68 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240607160720.96

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 692529804

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERI 01 001 20131211 1439 1530 5488 P PPSA 5 PERIOD

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME NORTHSHORE LOGISTICS INC.

ONTARIO CORPORATION NO.

ADDRESS 37 PERINI ROAD

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME P5A 2T1 ELLIOT LAKE

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09 ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

 $\mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X}$ 10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

AGENT

17 BC V5G 3S8 ADDRESS 4126 NORLAND AVENUE BURNABY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 69

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 69

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED

NUMBER FILING NO. OF PAGES SCHEDULE UNDER

01 001 20181109 1447 1530 9709 01

FILE NUMBER 692529804 21 RECORD

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

X B RENEWAL FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR / BUSINESS NAME NORTHSHORE LOGISTICS INC.

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS BCV5G 3S8 SECURED PARTY/ 4126 NORLAND AVENUE BURNABY

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2024/06/07 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TOTAL MOTOR VEHICLE REGISTRATION REGISTERED CAUTION PAGE

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

001 1 01 20231117 0817 1532 1960

FILE NUMBER 692529804 21 RECORD

> REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

B RENEWAL

FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE

DEBTOR/ BUSINESS NAME NORTHSHORE LOGISTICS INC.

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 **ADDRESS**

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 D + H LIMITED PARTNERSHIP REGISTERING AGENT OR

17 2 ROBERT SPECK PARKWAY, 15TH FLOOR L4Z 1H8 SECURED PARTY/ ADDRESS MISSISSAUGA ON

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 71

PAGE : 70

RUN NUMBER : 159 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT: PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 71 RUN DATE : 2024/06/07

REPORT : P

ID : 20240607160720.96 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORTH SHORE LOGISTICS INC.

FILE CURRENCY : 06JUN 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
504873765	20240429 1704 1035 7451			
504646398	20240422 1255 9554 0020			
504553149	20240418 1003 2758 3955			
504331452	20240410 1934 1590 8121			
501781977	20240108 1454 1530 5344			
792695232	20230426 1000 1590 0622	20230426 1451 1590 0724		
792276561	20230412 0947 1532 4547			
791388045	20230310 1557 1901 6938			
790726419	20230213 1812 1793 0098			
790391547	20230131 1116 1532 7241			
790301223	20230127 1356 5064 9935			
790310466	20230127 1642 5064 0130			
785095506	20220721 0937 1532 6888			
783859464	20220610 1123 1532 0160			
783446778	20220530 1851 1532 8535			
780611391	20220224 1023 1902 7360			
780567066	20220222 1933 1531 6018	20240221 1039 1529 7582		
778456836	20211123 1446 1530 5878	20240110 1635 1531 9663	20240221 1743 1531 9834	
776640357	20210922 1518 1902 0988	20240416 1837 5064 7692		
775858518	20210827 1702 1462 1356	20240326 1707 1462 2575		
775745199	20210825 1113 1901 9444	20230403 1804 5064 2841	20240606 1728 1465 0745	
692529804	20131211 1439 1530 5488	20181109 1447 1530 9709	20231117 0817 1532 1960	

³² REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

APPENDIX I

11/13/24, 10:35 AM Untitled Page

File Number: CM - Kanman Logistics Inc - E4274 - CD2108090747 Registration Type: Lien ON File #: 20241113 1334 1901 4915 Registration #: 511007319 Registration Date: 2024-11-13 Service Province: ON Term (years): Amount of Lien: N/A 2027-11-13 Lien Expiry Date: Valeria Mihalec Requester: **Secured Parties:** COAST CAPITAL EQUIPMENT LEASING LTD. 800-9900 King George Blvd. Surrey, BC, V3T0K7, CA **Debtors:** KANMAN LOGISTICS INC. 43 Arctic Fox Cres BRAMPTON, ON, L6R0J5, CA NORTH SHORE LOGISTICS INC. 43 Arctic Fox Cres BRAMPTON, ON, L6R0J5, CA Assets: Collateral Classifications: Consumer Goods Inventory Equipment Accounts Other General Collateral: FOUR (4) NEW 2022 INTERNATIONAL RH613 S/N 3HSDWTZR5NN387363, S/N 3HSDWTZR7NN387364, S/N 3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. Serial No. <u>Make</u> <u>Model</u> <u>Year</u> <u>Type</u> Motor Vehicle 2022 3HSDWTZR5NN387363 INTERNATIONAL RH613 Motor Vehicle 3HSDWTZR7NN387364 2022 INTERNATIONAL RH613 3HSDWTZR9NN387365 INTERNATIONAL Motor Vehicle RH613

----- END OF REPORT -----

INTERNATIONAL

RH613

2022

This electronic Report On Registration is created by ESC Corporate Services Ltd. with pertinent data taken from the Verification Statement received from the Provincial Registry Database at the time of registration. A formal and physical certificate of registration for the lien can be obtained from the

3HSDWTZR0NN387366

Motor Vehicle

APPENDIX J

From: <u>Maya Poliak</u>
To: <u>David Powrie</u>

Cc: Marvlyn Dupie; Josie Parisi (JParisi@bdo.ca); Peter Naumis - BDO Canada Limited (PNaumis@bdo.ca); Sagolili.

Nicole; Burrowes, Stephanie

Subject: RE: True North - Vin Searches registered to Coast Capital (Our File 2401166)

Date: Thursday, September 5, 2024 1:09:07 PM

Attachments: <u>image001.png</u>

E4274 Contract Docs.pdf CD2210310782.pdf

David

Further to our call this morning, I wanted to send you an email to elaborate on the Trustee's position on Coast Capital's priority to the proceeds from the following four units:

3HSDWTZR7NN387364 3HSDWTZR0NN387366 3HSDWTZR9NN387365 3HSDWTZR5NN387363

You provided our office with a contract between Coast Capital and Kanman Logistics Inc. ("Kanman") dated August 26, 2021 pursuant to which Coast Capital financed the above referenced vehicles. Coast Capital also registered a security interest on PPSA against Kanman.

On November 24, 2021 Kanman changed its name to North Shore Logistics Inc. ("North Shore").

Section 48(3) of the *Personal Property Security Act* (the "**PPSA**") sets out that where a security interest is perfected by registration and the secured party learns that the name of the debtor has changed, the security interest in the collateral becomes unperfected thirty days after the secured party learns of the change of name and the new name of the debtor unless the secured party registers a financing change statement or takes possession of the collateral within such thirty days.

Coast Capital did not register a financing change statement in respect of the above referenced vehicles.

On January 31, 2023, Coast Capital entered into a new leasing agreement with North Shore. A copy of that agreement is attached. It is apparent that at least as early as January 31, 2023, Coast Capital learned of the name change. As a consequence of its failure to register a financing change statement, Coast Capital's security interest in the above referenced vehicles is unperfected. I also refer you to the decision of the Ontario Court of Appeal in

Charter Financial Company v. Royal Bank of Canada and 1231640 Ontario Inc. (Re).

The Receiver will be bringing a distribution motion in early November 2024. Please let us know by the end of the week if Coast Capital intends to challenge the Receiver's assessment and claim priority to the proceeds from the sale of the vehicle so that we schedule sufficient time to deal with this issue. If you intend to challenge the Receiver's assessment, please provide your grounds for doing so.

Thank you,

Maya Poliak | Partner

Chaitons LLP | T: 416.218.1161

From: David Powrie <dpowrie@evangelista.ca> **Sent:** Wednesday, September 4, 2024 6:16 PM

To: Maya Poliak <Maya@chaitons.com> **Cc:** Marvlyn Dupie <mdupie@evangelista.ca>

Subject: RE: True North - Vin Searches registered to Coast Capital (Our File 2401166)

CAUTION: [External]

Yes, 10am works fine for me. What is the best number to reach you?

David Powrie (he/him/his)
Partner

d: 416-363-5587 f: 416-363-9111



Evangelista
Barristers & Solicitors
199 Bay Street, Suite 4110
P.O. Box 334
Commerce Court Postal Station
Toronto, ON M5L 1G2

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From: Maya Poliak < Maya@chaitons.com>
Sent: Wednesday, September 4, 2024 6:15 PM
To: David Powrie < dpowrie@evangelista.ca>
Cc: Marvlyn Dupie < mdupie@evangelista.ca>

Subject: RE: True North - Vin Searches registered to Coast Capital (Our File 2401166)

David

Are you available to speak tomorrow? I'm flexible tomorrow before 10:30 and then again after 2. Let me know what time works for you.

Maya Poliak | Partner

Chaitons LLP | T: 416.218.1161

From: David Powrie < dpowrie@evangelista.ca Sent: Monday, September 2, 2024 5:33 PM

To: Maya Poliak < Maya@chaitons.com Cc: Marvlyn Dupie < mdupie@evangelista.ca

Subject: True North - Vin Searches registered to Coast Capital (Our File 2401166)

CAUTION: [External]

Maya – I hope you enjoyed the rest of your summer. I am following up on the email that I sent to you on August 12 (which I followed up on about on August 13 and 14). My client is seeking an update on its right to the proceeds of sale for these four units:

3HSDWTZR7NN387364 3HSDWTZR0NN387366 3HSDWTZR9NN387365 3HSDWTZR5NN387363

I look forward to speaking with you, and I can be available most any day this week.

David Powrie (he/him/his)
Partner

d: 416-363-5587 f: 416-363-9111



Evangelista
Barristers & Solicitors
199 Bay Street, Suite 4110
P.O. Box 334
Commerce Court Postal Station
Toronto, ON M5L 1G2

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800-9900 King George Blvd, Surrey BC V3T 0K7

LESSEE Kanman Logistics Inc.

43 Arctic Fox Cres, Brampton ON L6R 0J5

MASTER LEASE AGREEMENT NO.

E4274

Jurisdiction of Formation: Ontario

Email: -->

Ph: (905) 296-5200

Fax:

This Master Lease Agreement, including the terms and conditions on the reverse side hereof and any Schedules hereto, correctly sets forth the entire agreement between Travelers Leasing Ltd. ("Lessor") and Lessee ("this Agreement"). No agreements or understandings shall be binding on either of the parties hereto unless in writing and executed by the parties hereto. The collection, use and disclosure of the personal information in this Agreement is governed by the Coast Capital Savings Privacy Policy. (a copy of which is available at any branch or online at www.coastcapitalsavings.com)

- 1. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the personal or movable property (the "Equipment") described in the Lease Schedule(s) (each, a "Schedule") executed and to be executed by the parties and which refer to and incorporate by reference this Agreement. Each Schedule shall constitute a separate lease of Equipment described in such Schedule and the provisions hereof will be deemed to be a part thereof (a each, a "Lease"). In contemplation of entering into a Schedule with respect to certain Equipment, Lessor and Lessee may enter into an interim lease funding agreement providing for the acquisition of such Equipment by Lessor and at the request of Lessee.
- 2. Term and Rental. The term of the lease for any Equipment ("Lease Term"), its commencement date ("Lease Commencement Date") and the amount of the rental ("Rental"), together with the applicable taxes (including sales tax, goods and services tax and and harmonized sales tax) thereon, if applicable, and the terms of payment thereof, will be as provided in the Schedule related to such Equipment. During a Lease Term under a Schedule, Lessee shall pay to Lessor the Rental at the times specified in such Schedule. Lessee shall not be permitted to prepay its Rentals or other obligations. Lessee shall on the Lease Commencement Date pay Lessor the number of advance rentals, if any, set forth in the Schedule. Such advance rentals shall not constitute a security deposit and shall not be refundable to Lessee under any circumstances, but shall be applied by Lessor against subsequent Rental in reverse order of maturity. Lessee's obligation to pay Rental and other amounts owing under a Schedule or hereunder is absolute and unconditional and is not subject to any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all.
- 3. Pre-Authorized Payment Debit ("PAD") Plan ("PAD Agreement"): Lessee hereby authorizes Lessor to periodically draw payments from Lessee's account with a financial institution ("Account") either indicated in a void specimen cheque delivered by Lessee or otherwise provided by Lessee (whether it continues to be maintained at the current location or at another branch of such financial institution) to pay the Rental and other amounts due under each Lease. This PAD Agreement provides for the issuance of business PADs and is for the benefit of Lessor and the financial institution where the Account is (the "FI") and Lessee agrees that delivery of this PAD Agreement to Lessor constitutes delivery to FI. Lessee hereby confirms that (a) all persons required to sign on the Account have signed this PAD Agreement, (b) the Account information given to Lessor is correct, and (c) FI is not required to verify that PAD has been drawn in accordance with this PAD Agreement, including the amount, frequency, and fulfillment of any purpose of any PAD. Lessee will immediately notify Lessor in writing of any changes to the signatories to the Account or the Account itself. Lessee may cancel this PAD authorization subject to providing Lessor written notice at least 10 business days prior to the next debit due date. If the PAD is cancelled, Lessee agrees to pay Lessor's service charge for other payment methods. To obtain a cancellation form, or for more information on the right to cancel the PAD authorization, Lessee may contact FI or visit www.cdnpay.ca. Lessee

acknowledges that the right to cancel the PAD authorization only applies to the method of payment and has no bearing otherwise on the obligations under any Lease. Lessee hereby waives any prenotification requirements that apply to any PAD under this PAD Agreement. This means that Lessee accepts that notice will not be provided before the due date of any PAD. Lessee has certain recourse rights if any debit does not comply with this PAD Agreement. For example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain more information on Lessee's recourse rights, Lessee may contact FI or visit www.cdnpay.ca. Lessee may dispute a PAD and may claim for reimbursement if (a) the PAD was not drawn in accordance with this PAD Agreement, or (b) this PAD Agreement was cancelled. If Lessee is claiming reimbursement, then Lessee must within 10 business days of the date of posting of a PAD, deliver to FI a declaration to the effect that either (a) or (b) in the preceding sentence occurred. Any claim relating to a PAD which is advanced after the expiry of the time in the preceding sentence is strictly a matter between Lessor and Lessee.

- 4. Use. Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental laws, regulation, orders and rules. Lessee agrees not to remove the Equipment from its location as set forth in the related Schedule without Lessor's prior written consent, provided that Equipment which is mobile by nature shall be based at such location but may be operated away from such location in the ordinary course of Lessee's business so long it remains in the province set forth in the applicable Schedule unless otherwise agreed to in writing by Lessor. Lessee shall not affix the Equipment to real or immovable property nor to any goods, chattels or moveable property not otherwise leased hereunder. The Equipment shall be used only for business purposes (that is, only for carrying on a business). Lessee shall permit Lessor or its agents at all reasonable times to fully inspect the Equipment.
- 5. Maintenance. Lessee assumes all risk of loss or damage to the Equipment from the date of shipment thereof until it is returned to Lessor and the Schedule with respect to it is terminated, and agrees that the Equipment will be installed and maintained in good operating condition at Lessee's expense and returned to Lessor promptly at the expiry of the Lease Term in good operating condition (ordinary wear and tear excepted).
- 6. Alterations. Lessee may make alterations, additions or improvements to the Equipment provided such alterations, additions or improvements shall not decrease the value of the Equipment or impair its utility. Any alterations, additions or improvements to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor subject to the terms of this Agreement during the Lease Term of such Equipment. Lessee may remove any such alterations, additions or improvements at the expiration of the Lease Term of such Equipment, provided Lessee shall repair any damage to the Equipment or the premises where located resulting from or occasioned by such

Dated the	26 day of	Aug	, 20_24
		stics Inc.	
Χ	poyder	phondl	person
Authorize	d Signatory	r. – (· ·
For Offi	e use only		

Accepted by Lessor:

Travelers Leasing Ltd.

Name and Title:

removal and provided any such removal shall restore the Equipment to its original state and condition (ordinary wear and tear excepted).

- 7. Insurance. As and from the earlier of the date upon which Lessor pays any part of the cost of an item of Equipment or acquires ownership of or title to an item of Equipment or bears any risk, responsibility and liability therefor and thereafter throughout the Lease Term of an item of Equipment, Lessee shall at its sole expense:
 - a) insure the Equipment against all risks of physical loss or damage, including without limitation loss by fire (including extended coverage), theft, collision and such other risks of loss as are customarily covered by insurance on such type of equipment by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such deductibles and such insurers as shall be satisfactory to Lessor, but in no event shall such insurance be less than an amount (the "Loss Value") equal to the present value from time to time of all unpaid amounts due as Rental or otherwise (including the purchase option amount or any amounts due if the purchase option is not exercised, if applicable) with respect to such Equipment, calculated by discounting such amounts at the rate of two percent (2%) per annum, which amount the parties agree represents an estimate of the full replacement value of the Equipment from time to time during the Lease Term.
 - b) Maintain public liability and property damage insurance in respect of the use, operation and possession of the Equipment and the ownership thereof by Lessor with insurers satisfactory to Lessor in such form and with such deductibles and limits of liability as Lessor may from time to time reasonably require.

Each insurance policy will name Lessee and Lessor as insureds, will name Lessor as an additional insured and loss payee or S.E.F. No. 5a - Permission to Rent or Lease Endorsement thereof and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof, and will provide that no act, omission or misrepresentation by Lessee or any other named insured will affect the rights of Lessor and its successors and assignees. At Lessor's request, Lessee shall furnish to Lessor a certificate or certificates of insurance or other evidence satisfactory to Lessor that such coverage is in effect, provided, however, that Lessor shall be under no duty to either ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. If any such policies of insurance contain a co-insurance clause, Lessee shall either cause such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent Lessee from becoming a co-insurer under the terms of any such policy. Lessee will, at its expense, make all proofs of loss and take all other steps necessary to recover insurance benefits unless advised in writing by Lessor that Lessor desires so to do at Lessee's expense. Proceeds of insurance shall at the option of Lessor be disbursed by Lessor against satisfactory invoices for repair or replacement of Equipment, or be retained by Lessor for application against Lessee's obligations hereunder, and if the proceeds received are less than the Loss Value of the Equipment lost, Lessee shall immediately pay to Lessor the amount of such deficiency. The total or partial loss of the Equipment or its use or possession shall not relieve Lessee from its obligations and liabilities hereunder. If Lessee fails to insure Equipment as required hereunder, Lessor may, without obligation to do so, obtain such insurance itself and the cost of the insurance shall be for the account of Lessee and payable on demand, together with interest at the rate stipulated in paragraph 13(c) from the date of disbursement by Lessor to the date of payment by Lessee.

- 8. Uninsured Loss and Damage. If any item of Equipment is lost, stolen, destroyed or damaged beyond repair and is not covered by insurance in the amount required by section 7 for any reason, or in the event of any condemnation, confiscation, seizure or expropriation of such item, Lessee shall immediately pay to Lessor the Loss Value of such item, at which time Lessor will transfer to Lessee, without recourse or warranty of any nature whatsoever, all of Lessor's right, title and interest in such item of Equipment.
- Laws. Lessee shall comply with all laws relating to the Equipment, its
 possession and use and the ownership thereof by Lessor, and shall
 have at all times have all licences, permits and consents required by

law in connection with its possession, use and operation of the Equipment.

- 10. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor, which representations and warranties shall be deemed to be repeated on each day that this Agreement remains in force, that:
 - a) Lessee, if not an individual, is duly formed and validly existing in good standing under the laws of the jurisdiction of its formation, and Lessee is entitled to carry on its business in the jurisdictions that it carries on business, and Lessee has the power, corporate or otherwise, to enter into this Agreement and all certificates and other documents required hereby or referred to herein;
 - b) this Agreement has been duly authorized by all necessary action, corporate or otherwise, on the part of Lessee, has been duly executed and delivered by Lessee and constitutes the legal, valid and binding agreement of Lessee enforceable against it in accordance with their terms;
 - c) the execution, delivery, observance and performance of this Agreement does not and will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of any lien on or in any property or assets of Lessee, pursuant to any applicable laws, Lessee's constating documents (if any), or any agreement, indenture or other instrument to which Lessee is a party or by which Lessee or any of its property may be bound;
 - d) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets which, in the reasonable and bona fide opinion of Lessee, may have a material adverse effect on the financial condition or business of Lessee;
 - e) Lessee's full legal name (English and French, if applicable), jurisdiction of formation, principal place of business, chief executive office and the location of the office where it keeps its' records is set out on the first page of this Agreement;
 - f) all financial statements and other information given by Lessee to Lessor under or in connection with this Agreement is trust, correct and complete and all financial statements of the Lessee have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in Lessee's financial condition since the date of the most recent financial statements provided to Lessor.
- 11. Exclusion of Equipment Warranties. Lessee acknowledges that (a) Lessee alone will have selected the Equipment, (b) Lessee leases the Equipment "as is", and (c) Lessor does not deal in the Equipment and that Lessor does not and will not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or its adequacy for Lessee's purpose or otherwise. Lessor will have no liability whatsoever (including, without limitation, liability for any indirect or consequential damages) arising from any latent or other defect in the Equipment including any fundamental breach, or other failure of performance, capacity or operation of the Equipment. If any Equipment is unsatisfactory for any reason, Lessee shall pay the Rental owing in respect of such Equipment without any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, and shall seek recourse solely against the supplier or manufacturer of such Equipment. For such purpose and for the Lease Term, Lessor assigns to Lessee the benefit of all warranties and guarantees provided by manufacturers or suppliers of Equipment. If the manufacturer or supplier substitutes replacement equipment for any Equipment described in a Schedule, Lessee will promptly give Lessor notice thereof together with such particulars as are necessary to prepare a corrected Schedule and such replacement equipment shall be deemed Equipment.
- 12. Default. It shall be a default hereunder ("Default") and under all Schedules if:
 - a) Lessee fails to pay any Rental or other amounts payable under any Schedule or hereunder when due in the manner specified;
 - b) Lessee fails to observe or perform any convenant or other obligation or provision of a Schedule or hereunder;
 - c) Lessee or any guarantor of the obligations of Lessor to Lessee ("Guarantor") becomes insolvent (within the meaning of the

Initials X.

Bankruptcy and Insolvency Act) or commits or threatens to commit an act of bankruptcy or if a petition in bankruptcy, proposal, arrangement or reorganization under the Bankruptcy and Insolvency Act, Winding Up Act or Companies' Creditors Arrangement Act is filed by or against Lessee or any Guarantor or if a receiver or receiver-manager is appointed for Lessee or any Guarantor or a substantial part of property of Lessee or Guarantor;

d) an encumbrancer or any other party takes possession of (i) a substantial part of the property of Lessee or any Guarantor or (ii)

any of the Equipment;

- e) any representation or warranty made by Lessee or any Guarantor to Lessor in in this Agreement or in connection with the entering into of this Agreement or any statement in any document or agreement in connection herewith proves to have been untrue or incorrect when made or furnished;
- f) Lessee or any Guarantor dissolves, winds up, liquidates, ceases or threatens to cease to carry on the business currently being carried on by it or disposes of all or substantially all of its property;
- g) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means;
- h) if Lessee or any Guarantor is not an individual, there is any change in its effective control without the prior written consent of Lessor;
- i) any final, non-appealable judgement is rendered against Lessee or any Guarantor which remains unsatisfied for 30 days following the rendering of such judgement;
- j) Lessee or any Guarantor is in default under any other lease, contract, agreement or obligation now existing or hereinafter entered into with Lessor or any assignee of Lessor whether Lessee or such Guarantor is bound alone or with others;
- k) Lessee or any Guarantor dies or becomes mentally incompetent, if an individual,
- Lessee or any Guarantor, is merged, amalgamated or consolidated with another entity without the prior written consent of Lessor; or
- m) Lessor believes in good faith that the payment of the Rental or the performance or observation of any covenant herein is impaired or that the Equipment is in danger of being lost, damaged or confiscated, or of being encumbered by Lessee or seized or otherwise attached by anyone pursuant to any legal process or otherwise.

For greater certainty, Lessee acknowledges that a Default under one Schedule shall be deemed a Default under all Schedules.

13. Remedies.

- a) Upon Default and any time thereafter Lessor may, in addition to any other right or remedy Lessor may have at law or in equity Lessor shall have the rights and remedies set out below, all of which shall be enforced successively, concurrently and/or cumulatively:
 - i) without further notice, take possession of the Equipment under any or all Schedules ("Repossession") and for such purpose Lessee hereby grants Lessor the right to enter its premises at the then current Equipment location for the purpose of Repossession and waives claims for any damages, whether to property or otherwise, arising out of a Repossession and acknowledges that Lessor may retain all prior payments as partial compensation for the use of the Equipment, and sell or lease the Equipment upon such terms as Lessor determines with or without notice, at private or public sale, with or without having the Equipment at the sale (Disposition");
 - ii) upon five (5) days' prior written notice upon Default, terminate this Agreement and any Schedule; or
 - iii)demand, as a genuine pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Loss Value of the Equipment.
- b) Lessee will pay all costs arising or incurred by Lessor as a result of Default, including legal fees on a solicitor and his own client basis. Such costs will be first deducted from the proceeds of any Disposition. If an amount in excess of the loss value is received by Lessor, after costs, from the exercise of its remedies under paragraph 12(a), Lessor shall pay to Lessee or any other party entitled by law to such payment, any such excess, and Lessee shall be liable for any deficiency.
- c) Lessee will pay Lessor interest at 1.25% per month (15% per annum), compounded monthly on all sums not received by Lessor when due and owing under the provisions of any Schedule or hereunder. Such interest shall be calculated monthly, not in

- advance, and be due and payable on the same days as provided for the payment of Rental so long as payment of any monies due and payable hereunder is in arrears.
- d) Lessee waives all claims for damages against Lessor arising out of the Repossession, voluntary surrender, removal or Disposition of the Equipment;
- e) All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together, in any order or combination; and
- f) Lessor may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Equipment, and in each such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amount otherwise owed by Lessee.
- 14. Ownership. Title to the Equipment is and shall remain in Lessor. During the Lease Term, the Equipment shall be and remain movable, personal and chattel property. Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of the Equipment during the Lease Term provided Lessee performs its obligations hereunder and under any Schedule. Lessor may require plates, labels, or other markings to be affixed to or placed prominently upon the Equipment indicating Lessor as the owner.
- 15. Return on Termination. At the end of the Lease Term of each Schedule, the Equipment shall be returned to Lessor at a place reasonably designated by Lessor, unless a purchase option is exercised in respect thereof.
- 16. Indemnification. Lessee shall be responsible for, and shall indemnify and save Lessor harmless from and against, all losses, claims, costs, expenses, damages, actions and liabilities, including without limitation solicitor's fees on a solicitor and his own client basis, in connection with, or arising from, this Agreement and/or any Schedule, the Equipment and the acquisition, possession, return, ownership, leasing, use and operation of the Equipment. This indemnity shall survive termination of this Agreement.

17. Taxes, Liens, Changes. Lessee shall

- a) punctually pay all sales and other taxes, license fees, levies and assessments which may become payable at any time upon, or in respect of, the Equipment, this Agreement and/or any Schedule;
- b) defend the Equipment against all claims and deeds and keep the Equipment free and clear of liens, charges, security interests, hypothecs, attachments, seizures and encumbrances of any kind, except those in favour of Lessor, and not, without prior written consent of Lessor, sublet or otherwise relinquish possession (except as required for necessary maintenance or repairs) of the Equipment or any part; and
- c) notify Lessor in writing (i) no less than 60 days prior to changing its name, the location of its principal place of business, chief executive office, the location where it keeps its records, jurisdiction of formation and at Lessee's cost, Lessee shall enter into such agreements or take such steps as Lessor may reasonably require to ensure that Lessor's rights and interests in the Equipment are protected and preserved, (ii) immediately upon Lessee learning of the same, the occurrence of a Default, any proceeding instituted or threatened to be instituted against Lessee in any court or before any regulatory body, or any event, circumstance or claim that could reasonable be expected to have a material adverse effect on Lessee or its ability to perform its obligations hereunder.
- 18. Remedying Defaults. If Lessee shall fail to perform or comply with any of Lessee's obligations hereunder and/or under a Schedule, Lessor in its discretion may do all such reasonable acts and make all such reasonable disbursements as may be necessary to remedy such failure and any disbursements so made shall be payable by Lessee on demand, together with interest at the rate stipulated in paragraph 13(c) from the date of disbursement by Lessor to the date of payment by Lessee.

Initials X.

19. Notices. a) Notices with respect hereto will be given in writing personally delivered to an officer or duly authorized representative of the recipient party or by prepaid registered mail addressed to such party at its address set forth above or such other address as it may in writing direct. Notice, if mailed as aforesaid, shall be deemed effective upon the fifth business day after the mailing thereof; (b) If Lessee has provided the email address and signed this Agreement, Lessee agrees that Lessor may send electronic communications for the purposes of promoting and marketing products and services of Lessor, provided that the Lessee may withdraw its consent to receive such communications for the purposes described above by providing written notice to Lessor; however, this withdrawal will not affect any other electronic communications that Lessor may need to send to Lessee to administer this Agreement or to comply with applicable law.

20. Assignments.

- a) This Agreement including any Schedule is not assignable by Lessee nor may Lessee assign or sublet the Equipment without the prior written consent of Lessor.
- b) Lessee acknowledges that Lessor may, at any time without notice to or the consent of Lessee, assign this Agreement, any Lease, the Equipment, in whole or in part, including granting or assigning any encumbrances or other interests in this Agreement, any Lease and/or Equipment, to any person ("Assignee"). Lessee hereby consents to the delivery of copies of this Agreement and related documentation and the disclosure of information provided by Lessee, if any, to Assignee (including prospective Assignees) and Assignee's collection and use thereof, without given Lessee any further notice of it. Assignee will be entitled to all of Lessor's rights, powers and privileges under the applicable Lease to the extent of the assignment, including the right to make further assignments, but Assignee shall have no obligation to perform any obligations of Lessor other any obligations expressly assumed by Assignor. If Lessor notifies Lessee of an assignment, Lessee will (i) unless directed otherwise, absolutely and unconditionally pay all amounts due under the assigned Lease to Assignee without any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, (ii) not permit the assigned Lease to be amended or any terms waived without written consent of Assignee, (iii) waive any defenses to payment or right of set-off against Assignee and (iv) execute acknowledgements of assignment as may be reasonably request by Lessor.

21. Miscellaneous.

- a) This Agreement shall be binding upon and enure to the benefit of Lessor and its successors and assigns and shall be binding upon Lessee and the heirs, executors, administrators, successors and permitted assigns or sublets of Lessee.
- b) If more than one person, firm or corporation executes this Agreement as Lessee, their respective liabilities hereunder will be both joint and several, but Lessor will be fully discharged in respect of any obligation hereunder upon performance of that obligation in favour of any one of them.
- c) No term, condition or provision of this Agreement will be waived or deemed to have been waived by Lessor except in writing.
- d) Lessee shall furnish its financial statements to Lessor within 120 days after the close of each financial year of Lessee prepared in accordance with generally accepted accounting principles consistent with prior such statements. Lessee shall also furnish such other information as Lessor may from time to time reasonably request, and shall permit Lessor to inspect and make copies of its books and records upon at least 24 hours' prior notice.
- e) This Agreement and Schedules hereto may be amended only by agreement in writing signed by Lessor and Lessee.
- f) Any provision of this Agreement which is or is deemed to be void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom and ineffective to the extent of such avoidance, prohibition or unenforceability, without invalidating the remaining provisions hereof.
- g) All Lessee's obligations hereunder shall be performed or observed at Lessee's expense.
- h) Lessor may make any registrations, recordations, or filings necessary or desirable to protect or discharge, as the case may be, its security interest in the Equipment at the expense of Lessee.

- i) Lessee and Lessor shall give such further assurances and do such acts and execute such documents as may be required by the other of them to give effect to this Agreement and to protect their respective rights hereunder.
- j) "This Agreement", "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Master Lease Agreement and includes all Schedules.
- k) This document and all related documents have been written in the English language at the express request of the parties. Le présent document ainsi que tous documents rattachant ont été rédigés en langue anglaise à la demande expresse des parties.
- I) Time is of the essence.
- m) Lessee acknowledges receipt of a copy of this Agreement.
- n) Clerical errors shall not affect the validity of this Agreement and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. You acknowledge that the Equipment supplier or manufacturer or any sales representative thereof or any lease broker, are not our agents and are not authorized to waive or change the terms of the lease or act on our behalf.
- o) This Agreement and Schedules attached to it are non-cancellable.
- p) This Agreement and the Schedules shall, for the purpose of determining the validity and enforceability of Lessor's security interest in the Equipment and Lessor's remedies upon a default, (i) be governed by and construed in accordance with the laws of the jurisdiction where Lessee is located as of the date of this Lease if the Equipment is inventory leased or held for lease to others or Equipment normally used in more than one jurisdiction, and (ii) in all other cases, the laws of the jurisdiction where the Equipment is located. For all other purposes, this Agreement shall be governed and construed in accordance with the laws of the province set out for Lessee on the first page.
- q) Lessee expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by Lessor in connection with this Lease or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.
- r) Lessee acknowledges that any down payments, rental credits, deposits and/or trade ins made by Lessee to the supplier were made on behalf of Lessor and that Lessee will not claim an equity position, real or implied, in the equipment more particularly described in the Lease as a result of the said remittance.
- s) Lessee acknowledges that documents received by fax, email or other electronic means with copies of signatures and/or copies of electronic documents and communications that are printed or otherwise reproduced from the files or records of Lessor will be treated as originals and will be admissible as evidence of this Agreement.
- 22. Credit Investigation. Subject to applicable legislation, Lessee hereby consents to Lessor conducting a credit investigation of Lessee and to Lessor making inquiries with financial institutions or other persons in a business relationship with Lessee in connection therewith; Lessee hereby authorizes and directs such persons to answer Lessor's inquiries.

23. Provincial Waivers.

- a) Quebec. Notwithstanding anything in this Agreement to the contrary the contract evidenced thereby shall be a contract of leasing as contemplated by Article 1842 the Civil Code and Lessee declares and represents that it chose the Equipment leased hereunder which will be used for the purpose of its enterprise;
- b) Saskatchewan. Lessee, if a corporation, hereby agrees that The Limitation of Civil Rights Act, as amended from time to time, shall have no application to the rights, powers or remedies of Lessor hereunder, and hereby waives any rights Lessee may have thereunder.
- c) To extent permitted by applicable laws, Lessee waives all rights, benefits and protections given by an present or future statutes that impose limitations on rights, powers or remedies of a lessor or a secured party or on the methods of, or the procedures for, realization of security, including any "seize or sue" or "antideficiency" statute or similar provision of any other statute.

Initials X.



800-9900 King George Blvd, Surrey BC V3T 0K7

LEASE SCHEDULE NO.

E4274

ATTACHED TO AND FORMING PART OF MASTER LEASE AGREEMENT NO.: E4274 ("Lease Agreement") dated as of BETWEEN **TRAVELERS LEASING LTD. ("LESSOR)** AND

Kanman Logistics Inc. ("LESSEE")

	agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set eferred to Lease Agreement, the Equipment described or identified below (the "Equipment"). In a scribed to it in the Lease Agreement.
LOCATION OF EQUIPMENT 10 Gillingham Drive, Suite	304-B, Brampton ON L6X 5A5
TERM AND RENTAL PROVISIONS Lease Term:60 months	PURCHASE OPTION: Lessee, when not in Default under the Lease Agreement and upon 60 days' prior written notice to Lessor, is hereby granted the option to purchase all but not less than all of the Equipment on the date(s) and for the price(s) ("Option Price") referred to below subject to the terms and conditions of
Rentals Payable Monthly monthly, quarterly, etc.	on for \$ 250.00 (plus all applicable taxes) together with the Rental and other amounts due under this Schedule or the Lease Agreement. In the event that the purchase option is not exercised on this date, an offer
SECOND RENTAL DUE: FINAL RENTAL DUE:	to extend the contract may be sent to Lessee containing the terms under which Lessor is prepared to extend the Lease Agreement. Notice will be sent by ordinary mail to the address of Lessee as it appears in the records of Lessor and shall be deemed received on the 5th day after mailing. The offer to extend the Lease Agreement will be deemed
TOTAL PERIODIC RENTAL SCHEDULE: 1 Rental(s) at \$ 10,959.07	accepted by Lessee if Lessor has not received written notice accepting or rejecting the offer to extend within 30 days of the deemed receipt. Lessee may only reject the offer to extend by written notice to Lessor within 30 days of deemed receipt of the notice. If an offer to extend is asserted or deemed asserted by Lessee, this Lessee Asserted will
59 Rental(s) at \$ 10,959.07	offer to extend is accepted or deemed accepted by Lessee, this Lease Agreement will be amended effective on the date specified in the offer to extend. All other terms and conditions of this Lease Agreement will remain in full force and effect.
	On Lessor's receipt of the Option Price in cash, and other amounts due under this Schedule or Lease Agreement, the Equipment will be sold to Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens, charges or encumbrances created by Lessor, without further warranties or representations whatsoever, express or implied, on the part of Lessor. Lessee agrees to the terms and conditions of this lease and certifies that all Equipment has been delivered, is fully installed and is in good operating order. Lessee unconditionally accepts the Equipment and requests that Lessor accepts this lease and issues payment to the supplier(s).
All Periodic Rental Payments are subject to applicable taxes (HST or GST and Applicable Provincial Tax)	EQUIPMENT DESCRIPTION
1. AGREEMENT. This Schedule shall be deemed to take effect and form part of the Lease Agreement pursuant to Section 1 thereof on the date Lessor receives a fully completed Lease Schedule duly executed by Lessee in form and content acceptable to Lessor, in Lessor's sole discretion, and an invoice from the supplier of the described Equipment with such invoice designating Lessor as purchaser and owner of Equipment. Lessee hereby authorizes Lessor to insert as the Lease Commencement Date the date Lessor receives an executed Equipment Acceptance Certificate and, where applicable, the serial number of the Equipment. Lessee hereby agrees that the Equipment located at the above location shall not be removed without prior written notice to Lessor.	Four (4) New 2022 International RH613 S/N 3HSDWTZR5NN387363, S/N 3HSDWTZR7NN387364, S/N 3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366 each C/W all parts, attachments & accessories
Dated the 26 day of Aug , 20 21	
Kanman Logistics Inc.	

For Office use only
Accepted by Lessor:
Travelers Leasing Ltd.

Name and Title:

8/19/2021 Untitled Page

	PROVINC	E 22	- PERSONAL PROPI	
			ORT ON REGISTRATI	
		REGIS	TINALION VERIFICAL	
File Number: Registration Type: ON File #: Registration #: Registration Date: Service Province:	Lien 2021081 7755801 2021-08- ON	9 1529 19 39	jistics Inc E4274 902 2218	
Term (years): Amount of Lien:	6 N/A			
Lien Expiry Date:	2027-08-	19		
Requester:	Valeria M	lihalec		
Secured Partie	es:			
TRAVELERS LEA 800-9900 King Ge Surrey, BC, V3T0I	eorge Blvd			
Debtors:				
KANMAN LOGIST 43 Arctic Fox Cres BRAMPTON, ON, CA	S			
Assets:				
Collateral Classi				
Consumer G	oods Inventory Equi	pment	Accounts Other	
3HSDWTZR9NN3 ACCESSIONS, R ANY FORM DERI PROCEEDS OF T	022 INTERNATIONAL RH613 887365 & S/N 3HSDWTZR0N EPLACEMENTS, SUBSTITU VED DIRECTLY OR INDIRE THE COLLATERAL AND A R	IN387366 ITIONS, A CTLY FR IGHT TO	ADDITIONS, AND IMP OM ANY SALE AND C ANY INSURANCE PA	S/N 3HSDWTZR7NN387364, S/N LL ATTACHMENTS, ACCESSORIES, ROVEMENTS THERETO, AND ALL PROCEEDS IN OR DEALINGS WITH THE COLLATERAL OR YMENT OR OTHER PAYMENT THAT INDEMNIFIES ROCEEDS OF THE COLLATERAL.
<u>Type</u>	Serial No.	<u>Year</u>	<u>Make</u>	<u>Model</u>
Motor Vehicle	3HSDWTZR5NN387363	2022	INTERNATIONAL	RH613
Motor Vehicle	3HSDWTZR7NN387364	2022	INTERNATIONAL	RH613
Motor Vehicle	3HSDWTZR9NN387365	2022	INTERNATIONAL	RH613

This electronic Report On Registration is created by ESC Corporate Services Ltd. with pertinent data taken from the Verification Statement received from the Provincial Registry Database at the time of registration. A formal and physical certificate of registration for the lien can be obtained from the Provincial Property Registry upon the secured party's or the secured party's authorized registry agent's request.

----- END OF REPORT -----

Motor Vehicle 3HSDWTZR0NN387366 2022 INTERNATIONAL RH613

	SID C	ERTIFICATE	OF LI	ABILITY I	NSURANCE		8
	This certificate does not amend, extend or alter the coverage afforded by the policies below.						
1. (ERTIFICATE HOLDER - NAME AND MA	AILING ADDRESS		2. INSURED'S FUL	L NAME AND MAILING ADDRES	ss	
	sor & Loss Payee			KANMAN LOGI			
	velers Leasing Ltd - 9900 king George Blvd			34 WINDMILL B	BLVD		
	rey BC V3T0K7			BRAMPTON, O	N L6Y3E4		
3. 🛭	ESCRIPTION OF OPERATIONS/LOCAT	TIONS/AUTOMOBILES/SPEC	IAL ITEMS TO	WHICH THIS CERTIF	FICATE APPLIES (but only with respect to	o the operations of	the Named Insured)
OP OP 202	All Perils Deductible - \$5,000 ; Auto Physical Damage Loss Limit \$250,000 (Policy # APD 2021-002) OPCF 5 ; Reefer Breakdown Included OPCF 27B (Non Owned Trailer) Limit \$100,000 ; Deductible \$25,000 2022 International RH613 S/N 3HSDWTZR5NN387363 S/N 3HSDWTZR7NN387364, S/N 3HSDWTZR9NN387365 & S/N 3HSDWTZR0NN387366						
	OVERAGES	listed below have been issued	to the incured	named above for the n	aliay pariod indicated natwithstand	ing any roqui	romonto
tern	is to certify that the policies of insurance as or conditions of any contract or other de in is subject to all the terms, exclusions a	ocument with respect to which	this certificate	may be issued or may p	pertain. The insurance afforded by	the policies d	escribed
Here	ent is subject to all the terms, exclusions a	INSURANCE COMPANY	EFFECTIV		AVE BEEN REDUCED BY PAID OF LIMITS OF CONTROL (Canadian dollars unles		-41- amuda a\
	TYPE OF INSURANCE	AND POLICY NUMBER	DATE YYYY/MM/I	DATE DD YYYY/MM/DD	COVERAGE	DED.	AMOUNT OF INSURANCE
CON	MERCIAL GENERAL LIABILITY	Lloyd's Undewriters	2021/ 7/	25 2021/ 7/25	Commercial General Liability Bodily Injury and Property Damage		INCORPANCE
	Claims Made OR X Occurrence				Liability General Aggregate		
X	Products and/or completed operations				- Each Occurrence	10,000	2,000,000
	Employer's Liability	SR064749			Products and Completed Operations Aggregate		2,000,000
,	Cross Liability	311004743			Personal Injury Liability		2,000,000
	Waiver of Subrogation				Personal and Advertising Injury Liability		
					Medical Payments		
H	Tenants Legal Liability			3	Tenants Legal Liability		
H	Pollution Liability Extension				Pollution Liability Extension	,	-
							3
	Ni O I A - I I- II				Non Consideration		
\vdash	Non-Owned Automobiles Hired Automobiles				Non-Owned Automobile Hired Automobiles		
	OMOBILE LIABILITY		5	7			<i>8</i>
	Described Automobiles	Chubb Insurance	2021 / 7 /	25 2022/ 7/25	Bodily Injury and Property Damage Combined	5,000	2,000,000
X	All Owned Automobiles	Company of Canada		2	Bodily Injury (Per Person)		
X	Leased Automobiles **	CAC330112			Bodily Injury (Per Accident)		7
	Automobiles leased in excess of 30 where the insured is required to				Property Damage		
prov	de Insurance						
EXC	Umbrella Form				Each Occurrence		
\vdash	Ombreila Form				Aggregate		
8. .							
ОТН	ER LIABILITY (SPECIFY)				CARGO	10,000	250,000
X	CARGO	Lloyd's Underwriters	2021 / 7 /	24 2022 / 7 / 25			
\vdash							
\vdash		BWTIM2295					
5. 0	ANCELLATION						
	ald any of the above described policies be o						
0001 10	ertificate holder named above, but failure to		no obligation or		URED NAME AND MAILING ADD		
89	ROKERAGE/AGENCY FULL NAME AN	ID MAILING ADDRESS		(Commercial general	Liability - but only with respect to the or		Named Insured)
	mour Insurance Brokers Ltd30 TOPFLIGHT DRIVE			Lessor & Loss Pa			
	ISSISSAUGA, ON L5S 0A8			Travelers Leasing Ltd 800- 9900 king George Blvd			
		Surrey BC V3T0K	(50)				
ВІ	ROKER CLIENT ID: 64785						
8. 0	ERTIFICATE AUTHORIZATION						
Issu	er Armour Insur	ance Brokers Ltd.		Contact Number(s) Type No	Type	No	
Auth	orized Representative MANDEEP G	REWAL	10	170 AND	(905) 452-5127 Type Fax	No	
	ignature of authorized Representative X Mandeep Grewal 2021 8 25 2021 8 25 noor@armour-insurance.com						



Transaction Summary

Thursday, 12 August 2021

Attached is a request for credit. The parameters of the transaction are as follows:

LESSEE:	Kanman Logistics Inc.
ADDRESS:	10 Gillingham Drive, Suite 304-B, Brampton ON L6X 5A5
PHONE:	905-296-5200
CONTACT:	Jagdeep Randhawa
GUARANTOR:	N/A
EQUIPMENT:	Four (4) New 2022 International Day Cabs
SUPPLIER:	Rush Truck Centre
PRICE:	\$660,000.00 CAD plus taxes
DOWN PMT:	1st payment upfront
TERM:	60-month lease
RESIDUAL:	Nominal purchase option

CUSTOMER PROFILE:

Kanman Logistics Inc. is a well-established Brampton, ON based transportation company that is owned by Jagdeep Randhawa and has been in business since 2012.

Jagdeep has more than 15 years of transportation industry experience, starting his career off as a company driver, converting to an Owner Operator and building what is now known as Kanman Logistics Inc.

The company's major operations consist of short haul, local shilling solutions as well as long haul transport delivery services cross border to the US and across Canada.

Major customers include but are not limited to; Fuel Transport, SLS, Traffic Tech, CarGlobal, CH Robinson and many, many more.

The company's current fleet consists of 35 power units, 20 of which are company owned, 15 Owner Operators and 45 trailers (mixture of dry van and reefer).

Telephone: (647)-701-4966 Email: atif@uplend.ca

EQUIPMENT:

The proposed units will serve as replacements for four older day cabs that have started to cost the customer in repairs and down time, as well as the quality of service to their dedicated clients. With the replacements of these units, client will ensure their quality of service is top notch, they will decrease the down time and repairs costs while increasing their revenues. The units being purchased are 4x New 2022 International Day Cabs costing \$165K each for a total ask of \$660K from Rush Truck Centre.

FINANCIAL:

We submit NTR financial statements for the periods ending December 2019 & 2020 along with interim statements for the period ending June 30, 2021.

RECOMMENDATION:

Based upon the client's experience in the industry, established operations and strong relationships with well-known customers, we recommend as presented.

Telephone: (647)-701-4966 Email: atif@uplend.ca

coastcapital

EQUIPMENT FINANCE

800-9900 King George Blvd, Surrey BC V3T 0K7

MASTER LEASE AGREEMENT NO.

CD2210310782

LESSEE North Shore Logistics Inc.

Jurisdiction of Formation: Ontario

Ph: (905) 296-5200

Email: Fax:

304B-10 Gillingham Drive, Brampton, ON L6X 5A5

This Master Lease Agreement, including the terms and conditions on the reverse side hereof and any Schedules hereto, correctly sets forth the entire agreement between Coast Capital Equipment Leasing Ltd. ("Lessor") and Lessee ("this Agreement"). No agreements or understandings shall be binding on either of the parties hereto unless in writing and executed by the parties hereto. The collection, use and disclosure of the personal information in this Agreement is governed by the Coast Capital Savings Privacy Policy. (a copy of which is available at any branch or online at www.coastcapitalsavings.com)

- 1. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the personal or movable property (the "Equipment") described in the Lease Schedule(s) (each, a "Schedule") executed and to be executed by the parties and which refer to and incorporate by reference this Agreement. Each Schedule shall constitute a separate lease of Equipment described in such Schedule and the provisions hereof will be deemed to be a part thereof (a each, a "Lease"). In contemplation of entering into a Schedule with respect to certain Equipment, Lessor and Lessee may enter into an interim lease funding agreement providing for the acquisition of such Equipment by Lessor and at the request of Lessee.
- 2. Term and Rental. The term of the lease for any Equipment ("Lease Term"), its commencement date ("Lease Commencement Date") and the amount of the rental ("Rental"), together with the applicable taxes (including sales tax, goods and services tax and and harmonized sales tax) thereon, if applicable, and the terms of payment thereof, will be as provided in the Schedule related to such Equipment. During a Lease Term under a Schedule, Lessee shall pay to Lessor the Rental at the times specified in such Schedule. Lessee shall not be permitted to prepay its Rentals or other obligations. Lessee shall on the Lease Commencement Date pay Lessor the number of advance rentals, if any, set forth in the Schedule. Such advance rentals shall not constitute a security deposit and shall not be refundable to Lessee under any circumstances, but shall be applied by Lessor against subsequent Rental in reverse order of maturity. Lessee's obligation to pay Rental and other amounts owing under a Schedule or hereunder is absolute and unconditional and is not subject to any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all.
- 3. Pre-Authorized Payment Debit ("PAD") Plan ("PAD Agreement"): Lessee hereby authorizes Lessor to periodically draw payments from Lessee's account with a financial institution ("Account") either indicated in a void specimen cheque delivered by Lessee or otherwise provided by Lessee (whether it continues to be maintained at the current location or at another branch of such financial institution) to pay the Rental and other amounts due under each Lease. This PAD Agreement provides for the issuance of business PADs and is for the benefit of Lessor and the financial institution where the Account is (the "FI") and Lessee agrees that delivery of this PAD Agreement to Lessor constitutes delivery to FI. Lessee hereby confirms that (a) all persons required to sign on the Account have signed this PAD Agreement, (b) the Account information given to Lessor is correct, and (c) FI is not required to verify that PAD has been drawn in accordance with this PAD Agreement, including the amount, frequency, and fulfillment of any purpose of any PAD. Lessee will immediately notify Lessor in writing of any changes to the signatories to the Account or the Account itself. Lessee may cancel this PAD authorization subject to providing Lessor written notice at least 10 business days prior to the next debit due date. If the PAD is cancelled, Lessee agrees to pay Lessor's service charge for other payment methods. To obtain a cancellation form, or for more information on the right to cancel the PAD authorization, Lessee may contact FI or visit www.cdnpay.ca. Lessee

acknowledges that the right to cancel the PAD authorization only applies to the method of payment and has no bearing otherwise on the obligations under any Lease. Lessee hereby waives any prenotification requirements that apply to any PAD under this PAD Agreement. This means that Lessee accepts that notice will not be provided before the due date of any PAD. Lessee has certain recourse rights if any debit does not comply with this PAD Agreement. For example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain more information on Lessee's recourse rights, Lessee may contact FI or visit www.cdnpay.ca. Lessee may dispute a PAD and may claim for reimbursement if (a) the PAD was not drawn in accordance with this PAD Agreement, or (b) this PAD Agreement was cancelled. If Lessee is claiming reimbursement, then Lessee must within 10 business days of the date of posting of a PAD, deliver to FI a declaration to the effect that either (a) or (b) in the preceding sentence occurred. Any claim relating to a PAD which is advanced after the expiry of the time in the preceding sentence is strictly a matter between Lessor and Lessee.

- 4. Use. Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental laws, regulation, orders and rules. Lessee agrees not to remove the Equipment from its location as set forth in the related Schedule without Lessor's prior written consent, provided that Equipment which is mobile by nature shall be based at such location but may be operated away from such location in the ordinary course of Lessee's business so long it remains in the province set forth in the applicable Schedule unless otherwise agreed to in writing by Lessor. Lessee shall not affix the Equipment to real or immovable property nor to any goods, chattels or moveable property not otherwise leased hereunder. The Equipment shall be used only for business purposes (that is, only for carrying on a business). Lessee shall permit Lessor or its agents at all reasonable times to fully inspect the Equipment.
- 5. Maintenance. Lessee assumes all risk of loss or damage to the Equipment from the date of shipment thereof until it is returned to Lessor and the Schedule with respect to it is terminated, and agrees that the Equipment will be installed and maintained in good operating condition at Lessee's expense and returned to Lessor promptly at the expiry of the Lease Term in good operating condition (ordinary wear and tear excepted).
- 6. Alterations. Lessee may make alterations, additions or improvements to the Equipment provided such alterations, additions or improvements shall not decrease the value of the Equipment or impair its utility. Any alterations, additions or improvements to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor subject to the terms of this Agreement during the Lease Term of such Equipment. Lessee may remove any such alterations, additions or improvements at the expiration of the Lease Term of such Equipment, provided Lessee shall repair any damage to the Equipment or the premises where located resulting from or occasioned by such

Dated the 31 day of _	JANUARY	, 2023
North Shore L	ogistics Inc	
North Shore L Authorized Signatory	March	pur

For Office use\only	
Accepted by Lessor:	

removal and provided any such removal shall restore the Equipment to its original state and condition (ordinary wear and tear excepted).

- 7. Insurance. As and from the earlier of the date upon which Lessor pays any part of the cost of an item of Equipment or acquires ownership of or title to an item of Equipment or bears any risk, responsibility and liability therefor and thereafter throughout the Lease Term of an item of Equipment, Lessee shall at its sole expense:
 - a) insure the Equipment against all risks of physical loss or damage, including without limitation loss by fire (including extended coverage), theft, collision and such other risks of loss as are customarily covered by insurance on such type of equipment by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such deductibles and such insurers as shall be satisfactory to Lessor, but in no event shall such insurance be less than an amount (the "Loss Value") equal to the present value from time to time of all unpaid amounts due as Rental or otherwise (including the purchase option amount or any amounts due if the purchase option is not exercised, if applicable) with respect to such Equipment, calculated by discounting such amounts at the rate of two percent (2%) per annum, which amount the parties agree represents an estimate of the full replacement value of the Equipment from time to time during the Lease Term.
 - b) Maintain public liability and property damage insurance in respect of the use, operation and possession of the Equipment and the ownership thereof by Lessor with insurers satisfactory to Lessor in such form and with such deductibles and limits of liability as Lessor may from time to time reasonably require.

Each insurance policy will name Lessee and Lessor as insureds, will name Lessor as an additional insured and loss payee or S.E.F. No. 5a - Permission to Rent or Lease Endorsement thereof and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof, and will provide that no act, omission or misrepresentation by Lessee or any other named insured will affect the rights of Lessor and its successors and assignees. At Lessor's request, Lessee shall furnish to Lessor a certificate or certificates of insurance or other evidence satisfactory to Lessor that such coverage is in effect, provided, however, that Lessor shall be under no duty to either ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. If any such policies of insurance contain a co-insurance clause, Lessee shall either cause such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent Lessee from becoming a co-insurer under the terms of any such policy. Lessee will, at its expense, make all proofs of loss and take all other steps necessary to recover insurance benefits unless advised in writing by Lessor that Lessor desires so to do at Lessee's expense. Proceeds of insurance shall at the option of Lessor be disbursed by Lessor against satisfactory invoices for repair or replacement of Equipment, or be retained by Lessor for application against Lessee's obligations hereunder, and if the proceeds received are less than the Loss Value of the Equipment lost, Lessee shall immediately pay to Lessor the amount of such deficiency. The total or partial loss of the Equipment or its use or possession shall not relieve Lessee from its obligations and liabilities hereunder. If Lessee fails to insure Equipment as required hereunder, Lessor may, without obligation to do so, obtain such insurance itself and the cost of the insurance shall be for the account of Lessee and payable on demand, together with interest at the rate stipulated in paragraph 13(c) from the date of disbursement by Lessor to the date of payment by Lessee.

- 8. Uninsured Loss and Damage. If any item of Equipment is lost, stolen, destroyed or damaged beyond repair and is not covered by insurance in the amount required by section 7 for any reason, or in the event of any condemnation, confiscation, seizure or expropriation of such item, Lessee shall immediately pay to Lessor the Loss Value of such item, at which time Lessor will transfer to Lessee, without recourse or warranty of any nature whatsoever, all of Lessor's right, title and interest in such item of Equipment.
- Laws. Lessee shall comply with all laws relating to the Equipment, its
 possession and use and the ownership thereof by Lessor, and shall
 have at all times have all licences, permits and consents required by

law in connection with its possession, use and operation of the Equipment.

- 10. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor, which representations and warranties shall be deemed to be repeated on each day that this Agreement remains in force, that:
 - a) Lessee, if not an individual, is duly formed and validly existing in good standing under the laws of the jurisdiction of its formation, and Lessee is entitled to carry on its business in the jurisdictions that it carries on business, and Lessee has the power, corporate or otherwise, to enter into this Agreement and all certificates and other documents required hereby or referred to herein;
 - b) this Agreement has been duly authorized by all necessary action, corporate or otherwise, on the part of Lessee, has been duly executed and delivered by Lessee and constitutes the legal, valid and binding agreement of Lessee enforceable against it in accordance with their terms:
 - c) the execution, delivery, observance and performance of this Agreement does not and will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of any lien on or in any property or assets of Lessee, pursuant to any applicable laws, Lessee's constating documents (if any), or any agreement, indenture or other instrument to which Lessee is a party or by which Lessee or any of its property may be bound;
 - d) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets which, in the reasonable and bona fide opinion of Lessee, may have a material adverse effect on the financial condition or business of Lessee;
 - e) Lessee's full legal name (English and French, if applicable), jurisdiction of formation, principal place of business, chief executive office and the location of the office where it keeps its' records is set out on the first page of this Agreement;
 - f) all financial statements and other information given by Lessee to Lessor under or in connection with this Agreement is trust, correct and complete and all financial statements of the Lessee have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in Lessee's financial condition since the date of the most recent financial statements provided to Lessor.
- 11. Exclusion of Equipment Warranties. Lessee acknowledges that (a) Lessee alone will have selected the Equipment, (b) Lessee leases the Equipment "as is", and (c) Lessor does not deal in the Equipment and that Lessor does not and will not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or its adequacy for Lessee's purpose or otherwise. Lessor will have no liability whatsoever (including, without limitation, liability for any indirect or consequential damages) arising from any latent or other defect in the Equipment including any fundamental breach, or other failure of performance, capacity or operation of the Equipment. If any Equipment is unsatisfactory for any reason, Lessee shall pay the Rental owing in respect of such Equipment without any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, and shall seek recourse solely against the supplier or manufacturer of such Equipment. For such purpose and for the Lease Term, Lessor assigns to Lessee the benefit of all warranties and guarantees provided by manufacturers or suppliers of Equipment. If the manufacturer or supplier substitutes replacement equipment for any Equipment described in a Schedule, Lessee will promptly give Lessor notice thereof together with such particulars as are necessary to prepare a corrected Schedule and such replacement equipment shall be deemed Equipment.
- 12. Default. It shall be a default hereunder ("Default") and under all Schedules if:
 - a) Lessee fails to pay any Rental or other amounts payable under any Schedule or hereunder when due in the manner specified:
 - b) Lessee fails to observe or perform any convenant or other obligation or provision of a Schedule or hereunder;
 - c) Lessee or any guarantor of the obligations of Lessor to Lessee ("Guarantor") becomes insolvent (within the meaning of the



Bankruptcy and Insolvency Act) or commits or threatens to commit an act of bankruptcy or if a petition in bankruptcy, proposal, arrangement or reorganization under the Bankruptcy and Insolvency Act, Winding Up Act or Companies' Creditors Arrangement Act is filed by or against Lessee or any Guarantor or if a receiver or receiver-manager is appointed for Lessee or any Guarantor or a substantial part of property of Lessee or Guarantor;

- d) an encumbrancer or any other party takes possession of (i) a substantial part of the property of Lessee or any Guarantor or (ii) any of the Equipment;
- e) any representation or warranty made by Lessee or any Guarantor to Lessor in in this Agreement or in connection with the entering into of this Agreement or any statement in any document or agreement in connection herewith proves to have been untrue or incorrect when made or furnished;
- f) Lessee or any Guarantor dissolves, winds up, liquidates, ceases or threatens to cease to carry on the business currently being carried on by it or disposes of all or substantially all of its property;
- g) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means;
- h) if Lessee or any Guarantor is not an individual, there is any change in its effective control without the prior written consent of Lessor;
- i) any final, non-appealable judgement is rendered against Lessee or any Guarantor which remains unsatisfied for 30 days following the rendering of such judgement;
- j) Lessee or any Guarantor is in default under any other lease, contract, agreement or obligation now existing or hereinafter entered into with Lessor or any assignee of Lessor whether Lessee or such Guarantor is bound alone or with others;
- k) Lessee or any Guarantor dies or becomes mentally incompetent, if an individual, 16. **Indemnification**. Lessee shall be responsible for, and shall indemnify and save Lessor harmless from and against, all losses, claims, costs
- Lessee or any Guarantor, is merged, amalgamated or consolidated with another entity without the prior written consent of Lessor; or
- m) Lessor believes in good faith that the payment of the Rental or the performance or observation of any covenant herein is impaired or that the Equipment is in danger of being lost, damaged or confiscated, or of being encumbered by Lessee or seized or otherwise attached by anyone pursuant to any legal process or otherwise.

For greater certainty, Lessee acknowledges that a Default under one Schedule shall be deemed a Default under all Schedules.

13. Remedies.

- a) Upon Default and any time thereafter Lessor may, in addition to any other right or remedy Lessor may have at law or in equity Lessor shall have the rights and remedies set out below, all of which shall be enforced successively, concurrently and/or cumulatively:
 - i) without further notice, take possession of the Equipment under any or all Schedules ("Repossession") and for such purpose Lessee hereby grants Lessor the right to enter its premises at the then current Equipment location for the purpose of Repossession and waives claims for any damages, whether to property or otherwise, arising out of a Repossession and acknowledges that Lessor may retain all prior payments as partial compensation for the use of the Equipment, and sell or lease the Equipment upon such terms as Lessor determines with or without notice, at private or public sale, with or without having the Equipment at the sale (Disposition");
 - ii) upon five (5) days' prior written notice upon Default, terminate this Agreement and any Schedule; or
 - iii) demand, as a genuine pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Loss Value of the Equipment.
- b) Lessee will pay all costs arising or incurred by Lessor as a result of Default, including legal fees on a solicitor and his own client basis. Such costs will be first deducted from the proceeds of any Disposition. If an amount in excess of the loss value is received by Lessor, after costs, from the exercise of its remedies under paragraph 12(a), Lessor shall pay to Lessee or any other party entitled by law to such payment, any such excess, and Lessee shall be liable for any deficiency.
- c) Lessee will pay Lessor interest at 1.25% per month (15% per annum), compounded monthly on all sums not received by Lessor when due and owing under the provisions of any Schedule or hereunder. Such interest shall be calculated monthly, not in

- advance, and be due and payable on the same days as provided for the payment of Rental so long as payment of any monies due and payable hereunder is in arrears.
- d) Lessee waives all claims for damages against Lessor arising out of the Repossession, voluntary surrender, removal or Disposition of the Equipment;
- e) All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together, in any order or combination; and
- f) Lessor may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Equipment, and in each such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amount otherwise owed by Lessee.
- 14. Ownership. Title to the Equipment is and shall remain in Lessor. During the Lease Term, the Equipment shall be and remain movable, personal and chattel property. Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of the Equipment during the Lease Term provided Lessee performs its obligations hereunder and under any Schedule. Lessor may require plates, labels, or other markings to be affixed to or placed prominently upon the Equipment indicating Lessor as the owner.
- 15. Return on Termination. At the end of the Lease Term of each Schedule, the Equipment shall be returned to Lessor at a place reasonably designated by Lessor, unless a purchase option is exercised in respect thereof.
- 16. Indemnification. Lessee shall be responsible for, and shall indemnify and save Lessor harmless from and against, all losses, claims, costs, expenses, damages, actions and liabilities, including without limitation solicitor's fees on a solicitor and his own client basis, in connection with, or arising from, this Agreement and/or any Schedule, the Equipment and the acquisition, possession, return, ownership, leasing, use and operation of the Equipment. This indemnity shall survive termination of this Agreement.

17. Taxes, Liens, Changes. Lessee shall

- a) punctually pay all sales and other taxes, license fees, levies and assessments which may become payable at any time upon, or in respect of, the Equipment, this Agreement and/or any Schedule;
- b) defend the Equipment against all claims and deeds and keep the Equipment free and clear of liens, charges, security interests, hypothecs, attachments, seizures and encumbrances of any kind, except those in favour of Lessor, and not, without prior written consent of Lessor, sublet or otherwise relinquish possession (except as required for necessary maintenance or repairs) of the Equipment or any part; and
- c) notify Lessor in writing (i) no less than 60 days prior to changing its name, the location of its principal place of business, chief executive office, the location where it keeps its records, jurisdiction of formation and at Lessee's cost, Lessee shall enter into such agreements or take such steps as Lessor may reasonably require to ensure that Lessor's rights and interests in the Equipment are protected and preserved, (ii) immediately upon Lessee learning of the same, the occurrence of a Default, any proceeding instituted or threatened to be instituted against Lessee in any court or before any regulatory body, or any event, circumstance or claim that could reasonable be expected to have a material adverse effect on Lessee or its ability to perform its obligations hereunder.
- 18. Remedying Defaults. If Lessee shall fail to perform or comply with any of Lessee's obligations hereunder and/or under a Schedule, Lessor in its discretion may do all such reasonable acts and make all such reasonable disbursements as may be necessary to remedy such failure and any disbursements so made shall be payable by Lessee on demand, together with interest at the rate stipulated in paragraph 13(c) from the date of disbursement by Lessor to the date of payment by Lessee.



19. **Notices**. a) Notices with respect hereto will be given in writing personally delivered to an officer or duly authorized representative of the recipient party or by prepaid registered mail addressed to such party at its address set forth above or such other address as it may in writing direct. Notice, if mailed as aforesaid, shall be deemed effective upon the fifth business day after the mailing thereof; (b) If Lessee has provided the email address and signed this Agreement, Lessee agrees that Lessor may send electronic communications for the purposes of promoting and marketing products and services of Lessor, provided that the Lessee may withdraw its consent to receive such communications for the purposes described above by providing written notice to Lessor; however, this withdrawal will not affect any other electronic communications that Lessor may need to send to Lessee to administer this Agreement or to comply with applicable law.

20. Assignments.

- a) This Agreement including any Schedule is not assignable by Lessee nor may Lessee assign or sublet the Equipment without the prior written consent of Lessor.
- b) Lessee acknowledges that Lessor may, at any time without notice to or the consent of Lessee, assign this Agreement, any Lease, the Equipment, in whole or in part, including granting or assigning any encumbrances or other interests in this Agreement, any Lease and/or Equipment, to any person ("Assignee"). Lessee hereby consents to the delivery of copies of this Agreement and related documentation and the disclosure of information provided by Lessee, if any, to Assignee (including prospective Assignees) and Assignee's collection and use thereof, without given Lessee any further notice of it. Assignee will be entitled to all of Lessor's rights, powers and privileges under the applicable Lease to the extent of the assignment, including the right to make further assignments, but Assignee shall have no obligation to perform any obligations of Lessor other any obligations expressly assumed by Assignor. If Lessor notifies Lessee of an assignment, Lessee will (i) unless directed otherwise, absolutely and unconditionally pay all amounts due under the assigned Lease to Assignee without any delay, abatement, reduction, set-off, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, (ii) not permit the assigned Lease to be amended or any terms waived without written consent of Assignee, (iii) waive any defenses to payment or right of set-off against Assignee and (iv) execute acknowledgements of assignment as may be reasonably request by Lessor.

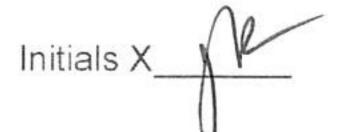
21. Miscellaneous.

- a) This Agreement shall be binding upon and enure to the benefit of Lessor and its successors and assigns and shall be binding upon Lessee and the heirs, executors, administrators, successors and permitted assigns or sublets of Lessee.
- b) If more than one person, firm or corporation executes this Agreement as Lessee, their respective liabilities hereunder will be both joint and several, but Lessor will be fully discharged in respect of any obligation hereunder upon performance of that obligation in favour of any one of them.
- c) No term, condition or provision of this Agreement will be waived or deemed to have been waived by Lessor except in writing.
- d) Lessee shall furnish its financial statements to Lessor within 120 days after the close of each financial year of Lessee prepared in accordance with generally accepted accounting principles consistent with prior such statements. Lessee shall also furnish such other information as Lessor may from time to time reasonably request, and shall permit Lessor to inspect and make copies of its books and records upon at least 24 hours' prior notice.
- e) This Agreement and Schedules hereto may be amended only by agreement in writing signed by Lessor and Lessee.
- f) Any provision of this Agreement which is or is deemed to be void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom and ineffective to the extent of such avoidance, prohibition or unenforceability, without invalidating the remaining provisions hereof.
- g) All Lessee's obligations hereunder shall be performed or observed at Lessee's expense.
- h) Lessor may make any registrations, recordations, or filings necessary or desirable to protect or discharge, as the case may be, its security interest in the Equipment at the expense of Lessee.

- i) Lessee and Lessor shall give such further assurances and do such acts and execute such documents as may be required by the other of them to give effect to this Agreement and to protect their respective rights hereunder.
- j) "This Agreement", "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Master Lease Agreement and includes all Schedules.
- k) This document and all related documents have been written in the English language at the express request of the parties. Le présent document ainsi que tous documents rattachant ont été rédigés en langue anglaise à la demande expresse des parties.
- I) Time is of the essence.
- m) Lessee acknowledges receipt of a copy of this Agreement.
- n) Clerical errors shall not affect the validity of this Agreement and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. You acknowledge that the Equipment supplier or manufacturer or any sales representative thereof or any lease broker, are not our agents and are not authorized to waive or change the terms of the lease or act on our behalf.
- o) This Agreement and Schedules attached to it are non-cancellable.
- p) This Agreement and the Schedules shall, for the purpose of determining the validity and enforceability of Lessor's security interest in the Equipment and Lessor's remedies upon a default, (i) be governed by and construed in accordance with the laws of the jurisdiction where Lessee is located as of the date of this Lease if the Equipment is inventory leased or held for lease to others or Equipment normally used in more than one jurisdiction, and (ii) in all other cases, the laws of the jurisdiction where the Equipment is located. For all other purposes, this Agreement shall be governed and construed in accordance with the laws of the province set out for Lessee on the first page.
- q) Lessee expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by Lessor in connection with this Lease or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.
- r) Lessee acknowledges that any down payments, rental credits, deposits and/or trade ins made by Lessee to the supplier were made on behalf of Lessor and that Lessee will not claim an equity position, real or implied, in the equipment more particularly described in the Lease as a result of the said remittance.
- s) Lessee acknowledges that documents received by fax, email or other electronic means with copies of signatures and/or copies of electronic documents and communications that are printed or otherwise reproduced from the files or records of Lessor will be treated as originals and will be admissible as evidence of this Agreement.
- 22. Credit Investigation. Subject to applicable legislation, Lessee hereby consents to Lessor conducting a credit investigation of Lessee and to Lessor making inquiries with financial institutions or other persons in a business relationship with Lessee in connection therewith; Lessee hereby authorizes and directs such persons to answer Lessor's inquiries.

23. Provincial Waivers.

- a) Quebec. Notwithstanding anything in this Agreement to the contrary the contract evidenced thereby shall be a contract of leasing as contemplated by Article 1842 the Civil Code and Lessee declares and represents that it chose the Equipment leased hereunder which will be used for the purpose of its enterprise;
- b) Saskatchewan. Lessee, if a corporation, hereby agrees that The Limitation of Civil Rights Act, as amended from time to time, shall have no application to the rights, powers or remedies of Lessor hereunder, and hereby waives any rights Lessee may have thereunder.
- c) To extent permitted by applicable laws, Lessee waives all rights, benefits and protections given by an present or future statutes that impose limitations on rights, powers or remedies of a lessor or a secured party or on the methods of, or the procedures for, realization of security, including any "seize or sue" or "antideficiency" statute or similar provision of any other statute.



coastcapital

EQUIPMENT FINANCE

800-9900 King George Blvd, Surrey BC V3T 0K7

LEASE SCHEDULE NO. CD2210310782

ATTACHED TO AND FORMING PART OF MASTER LEASE AGREEMENT NO.: CD2210310782 ("Lease Agreement") dated as of

BETWEEN COAST CAPITAL EQUIPMENT LEASING LTD. ("LESSOR") AND

North Shore Logistics Inc.

("LESSEE")

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Lease Schedule ("Schedule") and in the above referred to Lease Agreement, the Equipment described or identified below (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Lease Agreement.

LOCATION OF EQUIPMENT 11553 Tenth Line, Georgetown, ON L7G 4S7

TERM A	ND RENTAL PROVISIONS	PURCHASE OPTION: Lessee, when not in Default under the Lease Agreeme		
Lease Term: 60 Months		and upon 60 days' prior written notice to Lessor, is hereby granted the option to purchase all but not less than all of the Equipment on the date(s) and for the		
Lease	Commencement Date:	price(s) ("Option Price") referred to below subject to the terms and conditions of the Lease Agreement:		
Rental	s Payable Monthly	on for \$ 250.00 (plus all applicable taxes)		
	monthly, quarterly, etc.	together with the Rental and other amounts due under this Schedule or the Lease		
FIRST RENTAL DUE:		Agreement. In the event that the purchase option is not exercised on this date, an offer to extend the contract may be sent to Lessee containing the terms under which Lessor is prepared to extend the Lease Agreement. Notice will be sent by ordinary mail to the address of Lessee as it appears in the records of Lessor and shall be deemed received on the 5th day after mailing. The offer to extend the Lease Agreement will be deemed.		
SECOND RENTAL DUE:				
FINAL RENTAL DUE:				
TOTAL PERIODIC RENTAL SCHEDULE:		accepted by Lessee if Lessor has not received written notice accepting or rejecting the offer to extend within 30 days of the deemed receipt. Lessee may only reject the offer		
1	Rental(s) at \$10,599.08	extend by written notice to Lessor within 30 days of deemed receipt of the notice. If an offer to extend is accepted or deemed accepted by Lessee, this Lease Agreement will		
59	Rental(s) at \$ 10,599.08	be amended effective on the date specified in the offer to extend. All other terms and conditions of this Lease Agreement will remain in full force and effect.		

EQUIPMENT DESCRIPTION

On Lessor's receipt of the Option Price in cash, and other amounts due under this Schedule or Lease Agreement, the Equipment will be sold to Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens. charges or encumbrances created by Lessor, without further warranties or representations whatsoever, express or implied, on the part of Lessor.

Lessee agrees to the terms and conditions of this lease and certifies that all Equipment has been delivered, is fully installed and is in good operating order. Lessee unconditionally accepts the Equipment and requests that Lessor accepts this lease and issues payment to the supplier(s).

Two (2) New 2023 International RH Day Cab S/N

Each c/w all parts, attachments and accessories

3HSDWTZR4PN494925 & 3HSDWTZR6PN730894

All Periodic Rental Payments are subject to applicable taxes (HST or GST and Applicable Provincial Tax)

1. AGREEMENT. This Schedule shall be deemed to take effect and form part of the Lease Agreement pursuant to Section 1 thereof on the date Lessor receives a fully completed Lease Schedule duly executed by Lessee in form and content acceptable to Lessor, in Lessor's sole discretion, and an invoice from the supplier of the described Equipment with such invoice designating Lessor as purchaser and owner of Equipment. Lessee hereby authorizes Lessor to insert as the Lease Commencement Date the date Lessor receives an executed Equipment Acceptance Certificate and, where applicable, the serial number of the Equipment. Lessee hereby agrees that the Equipment located at the above location shall not be removed without prior written notice to Lessor.

One (1) New 2023 International LT 73" Sky-Rise Sleeper S/N 3HSDZTZR3PN727684

Dated the 31 day of JANUARY , 20 23

North Shore Logistics Inc.

For Office use only Accepted by Lessor: Coast Capital Equipment Leasing Ltd.

Name and Title:

1/27/23, 1:43 PM Untitled Page

		REP	N - PERSONAL PROP ORT ON REGISTRATI	ON	
		REGI	STRATION VERIFICAT	IION	
File Number: Registration Type ON File #:	e: Lien		Logistics Inc CD221	0310782	
Registration #:	7903104 : 2023-01-				
Registration Date Service Province:		-21			
Term (years):	7				
Amount of Lien: Lien Expiry Date:	N/A 2030-01-	-27			
Requester:	Valeria N				
Secured Parti	es:				
COAST CAPITAL 800-9900 King G Surrey, BC, V3T0	•).			
Debtors:					
NORTH SHORE 304B-10 Gillingha Brampton, ON, Lo CA	am Drive				
Assets:					
Collateral Class	ifications:				
Consumer G	Goods Inventory Zequi	ipment	Accounts Othe	r	
INTERNATIONAL ACCESSORIES, ALL PROCEEDS COLLATERAL O	23 INTERNATIONAL RH DA LT 73" SKY-RISE SLEEPER ACCESSIONS, REPLACEM IN ANY FORM DERIVED DI R PROCEEDS OF THE COLI	R S/N 3H3 ENTS, SI RECTLY LATERAL	SDZTZR3PN727684 T UBSTITUTIONS, ADD OR INDIRECTLY FRO L AND A RIGHT TO AN	4925 & 3HSDWTZR6PN730894 ONE OGETHER WITH ALL ATTACHMEN TIONS, AND IMPROVEMENTS THE OM ANY SALE AND OR DEALINGS V NY INSURANCE PAYMENT OR OTH E COLLATERAL OR PROCEEDS OF	TS, ERETO, AND WITH THE ER PAYMENT
JOLLAI LIVAL.					
<u>Type</u>	Serial No.	<u>Year</u>	<u>Make</u>	<u>Model</u>	
Motor Vehicle	3HSDWTZR4PN494925	2023	INTERNATIONAL	RH DAY CAB	
Motor Vehicle	3HSDWTZR6PN730894	2023	INTERNATIONAL	RH DAY CAB	
Motor Vehicle	3HSDZTZR3PN727684	2023	INTERNATIONAL	SKY-RISE SLEEPER	

This electronic Report On Registration is created by ESC Corporate Services Ltd. with pertinent data taken from the Verification Statement received from the Provincial Registry Database at the time of registration. A formal and physical certificate of registration for the lien can be obtained from the Provincial Property Registry upon the secured party's or the secured party's authorized registry agent's request.

----- END OF REPORT -----

APPENDIX K



REPLY TO: MAYA POLIAK
FILE NO.: 87432
DIRECT: 416-218-1161
FAX: 416-218-1161
EMAIL: maya@chaitons.com

October 21, 2024

VIA COURIER AND EMAIL TO kwestfall@bvdcapital.com and yash.mehrotra@bvdgroup.com

BVD CAPITAL CORPORATION 8177 Torbram Road Brampton, ON, L6T5E5

Re: Vehicles leased to True North Freight Solutions Inc. and North Shore Logistics Inc. (the "Debtors")

Dear Sirs,

We are lawyers for BDO Canada Limited in its capacity as insolvency trustee and court-appointed receiver (the "**Receiver**") of each of the Debtors. Information pertaining to the Debtors' insolvency proceedings is available on the Receiver's website at www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/truenorthfreightsolutionsinc.

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated June 14, 2024 (the "Order"), the Court authorized and directed the Receiver to sell vehicles leased or owned by the Debtors and to transfer title to those vehicles to the purchasers free and clear of all liens and encumbrances. In accordance with the Order, the Receiver has auctioned or is preparing to auction a number of the Debtors' vehicles, including the following 16 vehicles that BVD Capital Corporation ("BVD") has registered a security interest against (the "Vehicles").

	Туре	Make and Model	VIN#
1	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5323HM710504
2	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5321HM710453
3	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5328HM710451
4	Motor Vehicle	2017 Vanguard VXP 53 ft T/A VN	5V8VC5327HM710439
5	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5325HM710505
6	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5326HM710433
7	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC532XHM710452
8	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5329HM710457
9	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5326HM710450
10	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5323HM710454
11	Motor Vehicle	2017 Vanguard 53 ft x 102 in T	5V8VC5328HM710501
12	Motor Vehicle	2017 Vanguard VXP 53 ft x 102	5V8VC5327HM710456
13	Motor Vehicle	2017 Vanguard VXP	5V8VC5321HM710503
14	Motor Vehicle	2017 Vanguard VXP	5V8VC5320HM710444
15	Motor Vehicle	2017 Vanguard VXP	5V8VC532XHM710449
16	Motor Vehicle	2017 Vanguard VXP	5V8VC5328HM710434

The Receiver has, on multiple occasions, requested that BVD file a proof of claim with the Receiver in the event that BVD intends to assert a security interest in any of the Debtors' assets. To date, no Proof of Claim has been received.

The Receiver intends to bring a motion before the Court for an order authorizing distributions of proceeds from the auctions, including proceeds from the sale of the Vehicles.

If you would like to advance a secured claim to the proceeds from the Vehicles, please file a Proof of Claim, together with all supporting documentation relied on by BVD, with the Receiver by sending it to the attention of the undersigned by no later than 5:00 pm on October 25, 2024. If a Proof of Claim is not

DOC#11576662v3



received, the Receiver will recommend that the proceeds from the Vehicles be distributed to Bank of Montreal, which holds a general security interest against the Debtors' assets.

Yours truly,

CHAITONS LLP

Maya Poliak (computer generated signature)

Maya Poliak

APPENDIX L

FORM 31

Proof of Claim (Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

A BVD Petro	I <i>ll notices or co</i> leum Inc. c/o Patl	<i>orrespondence regarding i</i> hik Baxi Simmons da Silva L	this claim must be LP 200-201 County (e forwarded to the Court Blvd, Bramptor	following address n Ontario, L6W 4L2
Ir B <u>rampton,</u> (n the matter of the	e bankruptcy (<i>or</i> the propos and province) and the claim of	al, <i>or</i> the receivershi f <u>BVD Petroleum Inc.</u>	True North Free Solutions Inc, creditor.	ight (name of debtor) o
- 1	Bikram Dhillon n, Ontario	(<i>city and province</i>), do he	_ (<i>name of credito</i> ereby certify:	r or representative	of the creditor), o
		ditor of the above-named of BVD Petroleum Inc.			
2	. That I have know	wledge of all the circumstand	ces connected with th	ne claim referred to b	elow.
p. — — — — — — — — — — — — — — — — — — —	roposal, the date 6th day of Mapecified in the state ounterclaims to wanter vouchers or other.	r was, at the date of bank of the notice of intention <i>or</i> ay , 2024, and still atement of account (<i>or</i> affid which the debtor is entitled. The evidence in support of the second control of the seco	of the proposal, <i>if no</i> is, indebted to the cravit) attached and m (<i>The attached states</i> ne claim.)	notice of intention were ditor in the sum of arked Schedule "A",	vas filed), namely the \$2,220,699.51 , as after deducting an
4.	. (Check and com	nplete appropriate category.)			
X	A. UNSEC	CURED CLAIM OF \$ <u>2,220,6</u>	99.51		
	(other tha	n as a customer contemplat	ted by Section 262 of	f the Act)	
Т	hat in respect of t	his debt, I do not hold any a	ssets of the debtor as	s security and	
<u>K</u>		(<i>Check appr</i> g the amount of \$ <u>2,220,699.51,</u> I g the amount of \$, I		-	36 of the Act.
		(Set out on an attached she	et details to support p	oriority claim.)	
	B. CLAIM	OF LESSOR FOR DISCLA	IMER OF A LEASE \$	\$	
Т	hat I hereby make	e a claim under subsection 6	55.2(4) of the Act, par	rticulars of which are	as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

the debtor in a non-arm's-length manner.

FORM 31 -- Continued

	C. SECURED CLAIM OF \$
That in rare as fo	respect of this debt, I hold assets of the debtor valued at \$ as security, particulars of which ollows:
•	Il particulars of the security, including the date on which the security was given and the value at ou assess the security, and attach a copy of the security documents.)
	D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$
That I he	ereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$
(Attach a	a copy of sales agreement and delivery receipts.)
	E. CLAIM BY WAGE EARNER OF \$
	That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$, That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$,
	F. CLAIM AGAINST DIRECTOR \$
(To be c	completed when a proposal provides for the compromise of claims against directors.)
That I he	ereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give fu	Il particulars of the claim, including the calculations upon which the claim is based.)
	G. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$
	nereby make a claim as a customer for net equity as contemplated by section 262 of the Act, ars of which are as follows:
(Give fui	Il particulars of the claim, including the calculations upon which the claim is based.)
	to the best of my knowledge, I am (<i>or</i> the above-named creditor is) (<i>or</i> am not <i>or</i> is not) related to or within the meaning of section 4 of the Act, and have (<i>or</i> has) (<i>or</i> have not <i>or</i> has not) dealt with

FORM 31 -- Concluded

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (*or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length,* within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (*Provide details of payments, credits and transfers at undervalue.*)

(Applicable only in the case of the bankruptcy of an individual.)

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Brampton , this 21st day of 2024 .

Gagan deep Dhinsa
Witness

Gagandeep Dhinsa

Bikram Duillon

Creditor

Bikram Dhillon, ASO, I have authority to bind the

corporation Phone Number: 905-693-0511

Fax Number: 905-793-3032

Email Address: bikram.dhillon@BVDPetroleum.com

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

WARNINGS:

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

SEPARATOR PAGE

FORM 31

Proof of Claim (Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address: BVD Petroleum Inc. c/o Pathik Baxi Simmons da Silva LLP 200-201 County Court Blvd, Brampton Ontario, L6W 4L2 North Shore Logistics Inc. a.k.a. North Shore Logistics f.k.a. Kanman In the matter of the bankruptcy (or the proposal, or the receivership) of Logistics (name of debtor) of Brampton, Ontario (city and province) and the claim of BVD Petroleum Inc. , creditor. | Bikram Dhillon (name of creditor or representative of the creditor), of Brampton, Ontario (city and province), do hereby certify: 1. That I am a creditor of the above-named debtor (or that I am President (state position or title) of BVD Petroleum Inc. (name of creditor or representative of the creditor)). 2. That I have knowledge of all the circumstances connected with the claim referred to below. 3. That the debtor was, at the date of bankruptcy (or the date of the receivership, or in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed), namely the 6th day of May , 2024, and still is, indebted to the creditor in the sum of \$299,282.81 , as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.) 4. (Check and complete appropriate category.) A. UNSECURED CLAIM OF \$299,282.81 X (other than as a customer contemplated by Section 262 of the Act) That in respect of this debt, I do not hold any assets of the debtor as security and (Check appropriate description) X Regarding the amount of \$299,282.81 claim a right to a priority under section 136 of the Act. Regarding the amount of \$_____, I do not claim a right to a priority. (Set out on an attached sheet details to support priority claim.) B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

the debtor in a non-arm's-length manner.

FORM 31 -- Continued

	C. SECURED CLAIM OF \$
That in are as f	respect of this debt, I hold assets of the debtor valued at \$ as security, particulars of which ollows:
•	ull particulars of the security, including the date on which the security was given and the value at ou assess the security, and attach a copy of the security documents.)
	D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$
That I h	ereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$
(Attach	a copy of sales agreement and delivery receipts.)
	E. CLAIM BY WAGE EARNER OF \$
	That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$,
	That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$,
	F. CLAIM AGAINST DIRECTOR \$
(To be d	completed when a proposal provides for the compromise of claims against directors.)
That I h	ereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give fu	Il particulars of the claim, including the calculations upon which the claim is based.)
	G. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$
	nereby make a claim as a customer for net equity as contemplated by section 262 of the Act, ars of which are as follows:
(Give fu	Il particulars of the claim, including the calculations upon which the claim is based.)
	to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to tor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with

FORM 31 -- Concluded

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (Provide details of payments, credits and transfers at undervalue.)

(Applicable only in the case of the bankruptcy of an individual.)

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _	Brampton	, this	21st	_day of	2024	
Gagande	— Signed by: Gazandup Dhinsa 341516FCBC67433 Witness ep Dhinsa				Bikram Dhil corporation Phone Number: Fax Number: ⁹⁰⁵	Signed by: Bikram Dullon Creditor Ion, ASO I have authority to bind the 905-693-0511 793-3032

Email Address: bikram.dhillon@BVDPetroleum.com

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

WARNINGS:

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

APPENDIX M

Mahan Singh Enterprises Inc. 12 Kerrigan Drive Brampton, Ontario L6R 0S4

Agreement between Mahan Singh Enterprises Inc. (the "Customer") and BDO Canada Limited In its capacity as court appointed Receiver of True North Freight Solutions Inc. and North Shore Logistics, Inc. ("Receiver") (the "Agreement")

Whereas the Customer desires to voluntarily surrender and deliver possession of the personal or movable property subject to the Agreement as more particularly described in Schedule A attached hereto (the "Collateral").

NOW THEREFORE in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. The Customer hereby voluntarily surrenders and delivers possession of the Collateral to the Receiver.
- 2. The Customer agrees that the Collateral may be sold by the Receiver, in its sole discretion, without prejudice to any other recourse the Receiver may have, by private sale to any party or by public auction through an auctioneer of its choice.
- 3. The Customer consents to the sale and disposition of the Collateral without notice and hereby waives any notice that it may be entitled to under applicable law.
- 4. The Customer acknowledges and agrees that before executing this voluntary surrender, the Customer was given sufficient time to read the voluntary surrender, ask for explanations and clarifications and consult with advisors. The Customer declares that the within terms and conditions are satisfactory.
- The Customer hereby absolutely and irrevocably releases, remises, and forever discharges the Receiver and its successors and assigns from any and all actions, cases of action, judgments executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every kind, known or unknown, direct or indirect, at law or in equity, of whatever kind or nature, which may now or in the future exist in any way arising directly or indirectly out of or in any way connected to or relating to the Agreement or the Collateral.

Please sign and return by email today your acceptance of the arrangement by signing below. Please email to Stephanie Burrowes to sburrowes@bdo.ca.

Agreed to and acknowledged as of this day of , 2024

Mahan Singh Enterprises Inc

Name: JAGDEEP KAUR

Title: DIRECTOR I have authority to bind the Customer

Witness Signature
Name: MANNINGER RANDIMENTA

Schedule A

5 No	V.I.N.	Plate	Make	Model	Year	
1	1UYVS2534EM745804	R90215	UTIL	VS2	2014	

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APPENDIX N

Mahan Singh Enterprises Inc. 12 Kerrigan Drive Brampton, Ontario L6R 0S4

Agreement between Mahan Singh Enterprises Inc. (the "Customer") and BDO Canada Limited in its capacity as court appointed Receiver of True North Freight Solutions Inc. and North Shore Logistics, Inc. ("Receiver") (the "Agreement")

Whereas the Customer desires to voluntarily surrender and deliver possession of the personal or movable property subject to the Agreement as more particularly described in Schedule A attached hereto (the "Collateral").

NOW THEREFORE in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. The Customer hereby voluntarily surrenders and delivers possession of the Collateral to the Receiver.
- The Customer agrees that the Collateral may be sold by the Receiver, in its sole discretion, without prejudice to any other recourse the Receiver may have, by private sale to any party or by public auction through an auctioneer of its choice.
- The Customer consents to the sale and disposition of the Collateral without notice and hereby waives any notice that it may be entitled to under applicable law.
- 4. The Customer acknowledges and agrees that before executing this voluntary surrender, the Customer was given sufficient time to read the voluntary surrender, ask for explanations and clarifications and consult with advisors. The Customer declares that the within terms and conditions are satisfactory.
- 5. The Customer hereby absolutely and irrevocably releases, remises, and forever discharges the Receiver and its successors and assigns from any and all actions, cases of action, judgments executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every kind, known or unknown, direct or indirect, at law or in equity, of whatever kind or nature, which may now or in the future exist in any way arising directly or indirectly out of or in any way connected to or relating to the Agreement or the Collateral.

Please sign and return by email today your acceptance of the arrangement by signing below. Please email to Stephanie Burrowes to sburrowes@bdo.ca.

Agreed to and acknowledged as of this day of , 2024

Mahan Singh Enterprises Inc.

Name: JAGDEEP KAUR RANDHAWA

Title: DIRECTOR
I have authority to bind the Customer

Witness Signature

THEWNDER TANDLIAND

Schedule A

S No.	V.I.N.	Plate	Make	Year	
1	1GRAA0620JW110593	54113D	GDAN	2018	

APPENDIX O

Financing Change Statement/Change Statement État de modification du financement/État de modification

2019/04/12 102 05004 CCCL587 6005A20190412L

Registration No. (for office use only) /No d'enregistrement (usage interne) YYYY/AAAA MM/MM DD/JJ Time/Heure 01 Form

Ontario

		7.0000		Torride ••	10553(03/95)
Registered Under (office Enregistré aux termes de		PPSA			
Reference File Number/ N° de dossier de référence	750098133	Renewal (B) OR Discharge (C)/ Renouvellement (B) OU Mainlevée(C)		ual Years if Renewal (see reverse ées supplémentaires s'il s'agit d'i rersa).	
Individual Debtor (as recorded Débiteur particulier (tel qu'insc		emiler prénom	Initiali Initiale Surnamei Nom de famille		
Business Debtor (as recorded) Débiteur commercial (tel qu'inscrit)	MAHAN SING	H ENTERPRISES INC.		Ontario Corporation No. /	
				N° matriquie de la personne morale en Ontario	
Secured Party/Lien Glaimant/	Registering Agent <i>/Créancier</i>	garanti/Créancier privilégië/Agent d'enregistrement]
Address/Adresse			City, etc./Ville, etc.	Prov./Prov. Postal	Code/Code postal

CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG MB L6R 0S4

Authorized Signature/Signature autorisée

Signature of Secured Party/Lien Claimant OR Name of Sec Claimant AND Name and Signature of Agent of Secured Claimant. Nom et signature du créancier garanti/créancier U Nom du créancier garanti/créancier privilégié.

This form must not be reproduced for registration purposes. / Cette formule ne doit pas être repr

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1	01	REG UNDER/T. ENREG: P REG PERIOD/PERIODE: 06
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100	20000000	CWB NATIONAL LEASING INC.
	-200	1525 BUFFALO PLACE
		WINNIPEG MB L6R 0S4
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1	13	AGREEMENT NUMBER 2924621
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APPENDIX P

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CURRENT STATE

Report Date: 2024-02-12

Base Registration #: 20180924 1013 1532 2113

Base Registration Date: 2018-09-24

Original Registration Information

File Ref #:744031944 Registry: PPSA/RDPRM Family Status: Discharged Current Expiry Date: 2024-09-24 Service Type: Security Agreement Reference #s: KN4479 Jurisdiction: Ontario

Secured Parties

Branch	Name	Address
DTF	Mercedes-Benz Financial Services Canada Corporation	2680 Matheson Blvd. E. Ste 500, Mississauga, ON, L4W0A5, Canada
DTF	DAIMLER TRUCK FINANCIAL	2680 Matheson Blvd. E. Ste 500, Mississauga, ON, L4W0A5, Canada

Debtors

Туре	Debtor Creation	Name	Address	DOB	Corporation #	Language
Business		TRUE NORTH	66 CITADEL CRES,			English
		FREIGHT	BRAMPTON, ON,			
		SOLUTIONS INC.	L6P1X8, Canada			

Serial Collateral

VIN / Serial #	Year	Make	Model	Туре	Transferred
3AKJHHDR3KSKN4479	2019	FREIGTLINER	CASCADIA	Motor Vehicle	

General Collateral

Description	
No data found	

Additional Registry Information

Principal Secured Amount: \$ Motor Vehicle Included: ✓

Maturity Date: Caution Filing:

No Fixed Maturity Date:

COLLATERAL CLASSIFICATION

Consumer goods: Accounts:

Inventory: Other: √

Equipment: \checkmark

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APPENDIX Q

2/9/24, 2:00 PM about:blank



CURRENT STATE

Report Date: 2024-02-09

Base Registration #: 20180911 1358 1532 5984

Base Registration Date: 2018-09-11

Original Registration Information

File Ref #:743623866 Registry: PPSA/RDPRM Family Status: Discharged Current Expiry Date: 2024-09-11 Service Type: Security Agreement Reference #s: KN4477
Jurisdiction: Ontario

Secured Parties

Branch	Name	Address
	Mercedes-Benz Financial Services Canada Corporation	2680 Matheson Blvd. E. Ste 500, Mississauga, ON, L4W0A5, Canada
	DAIMLER TRUCK FINANCIAL	2680 Matheson Blvd. E. Ste 500, Mississauga, ON, L4W0A5, Canada

Debtors

Туре	Debtor Creation	Name	Address	DOB	Corporation #	Language
Business		TRUE NORTH	66 CITADEL CRES,			English
		FREIGHT	BRAMPTON, ON,			
		SOLUTIONS INC.	L6P1X8, Canada			

Serial Collateral

VIN / Serial #	Year	Make	Model	Туре	Transferred
3AKJHHDRXKSKN4477	2019	FREIGHTLINER	CASCADIA	Motor Vehicle	
3AKJHHDR1KSKN4478	2019	FREIGHTLINER	CASCADIA	Motor Vehicle	

General Collateral

December (1) and	
Description	
-	
No data found	
No data lourid	

Additional Registry Information

Principal Secured Amount: \$ Maturity Date: No Fixed Maturity Date: Motor Vehicle Included: ✓ Caution Filing:

COLLATERAL CLASSIFICATION

Consumer goods: Inventory: Equipment: √
Accounts: Other: √

about:blank 1/1

APPENDIX R



Prof. Conference Package T2

Bas. Cafe Package T2

Your WillScot Representative Anand Sookhoo, Territory Sales Manager Phone: (905)726-3551 Email: anand.sookhoo@willscot.com Toll Free: 800-782-1500

Contract Number: 1584357 Revision: 7

Date: January 10, 2022

Lease Agreement				
Lessee: 0010502340 True North Freight Solutions Inc. 66 Citadel Cres Brampton, Ontario L6P 1X8	Contact: Harp Dhindsa 66 Citadel Cres Brampton, ON L6P 1X8 Phone: (416) 837-3350 Email: harp@truenorthfr	TB GE D e	ip To Address: D EORGETOWN, ON L70 livery Date (on or abo	
Rental Pricing Per Billing Cycle	12-56.799611286_0.00009.1	Quan	tity Price	Extended
64x48 Modular (60x48 Box)			1	\$5,260.00
Prof. Entrance-Canopy T2	Steps with Canopy		2 \$85.00	\$170.00
Window/Door Security Bundle - 40+	Stops with Gallopy		1 \$30.00	\$30.00
Professional Air Purifier	Air Circulation System (COVID)		2 \$50.00	\$100.00
Data Hub Rental T2	Pre-wiring for Internet		4 \$50.00	\$200.00
Property Damage Waiver (11/12)			4 \$89.00	\$356.00
General Liability - Allen Insurance			1 \$40.00	\$40.00
Minimum Lease Billing Period: 24	2 - T	Total Recurring Bui	Iding Charges:	\$5,260.00
Billing Cycle: 28 Days		Subtotal of Other Recu		\$896.00
756 E	As-	Total Recurring Charges Per		\$6,156.00
Delivery & Installation			4 0510.00	A = 40.55
Fuel Surcharge Delivery Modification to Unit L	Interior Mods - See Layout		1 \$540.00 1 \$13.600.00	\$540.00
Essentials Material Handling	Interior Mods - See Layout		1 \$13,600.00 1 \$400.00	\$13,600.00
Delivery Freight			4 \$750.00	\$400.00
Block and Level			1 \$18,000.00	\$3,000.00
Tiedowns into dirt			20 \$170.00	\$18,000.00 \$3,400.00
Wood skirting			16 \$15.00	\$3,240.00
Trood skirking		Total Delivery & Installa	10 A A A A A A A A A A A A A A A A A A A	\$42,180.00
Final Return Charges*				
Fuel Surcharge Return			1 \$540.00	\$540.00
Teardown			1 \$15,500.00	\$15,500.00
Return Freight			4 \$750.00	\$3,000.00
		Due On F	Final Invoice*:	\$19,040.00
	Total Including Recurring Billing	ng Charges, Delivery, Installati	on & Return**:	\$208,964.00
Summary of Charges				
Model: SM6448	Quantity: 1	Total Charges for(1) Building(s): \$208,96	4.00
Additional Consists Factors	olongo wo alaa maaaaaa dii kali		A	
Additional Services: For your conver BY INITIALING BELOW, BUYER/LES				TED THE
INITIALED RECOMMENDED ITEMS AMOUNT(S) IN ACCORDANCE WIT	TO BE ADDED TO THIS CONTRA	ACT AND AGREES TO PAY THE	E ADDITIONAL SPECI	FIED
Initial Recommended Items	Billing Fre		Price	Extended
ADA/IBC Ramp - 30' &	(A R .)	E SEE SEE	\$300.00	\$300.00
Ramp - Knockdown & F			\$1,330.00	\$1,330.00
Ramp - Delivery & Insta			\$1,330.00	\$1,330.00
Bas. Office Package T2			\$40.00	\$40.00
Bas. Workstation Packa		-	\$50.00	\$50.00
Prof. Office Package T2		5	\$60.00	\$60.00
Drof Conference Books			¢450.00	Ψ00.00

Recurring

Recurring

1

\$150.00

\$50.00

\$150.00

\$50.00



Initial

Recommended Items

Your WillScot Representative

Anand Sookhoo, Territory Sales Manager Phone: (905)726-3551

Email: anand.sookhoo@willscot.com

Toll Free: 800-782-1500

Contract Number: 1584357

Revision: 7 Date: January 10, 2022

Lessee: 0010502340 True North Freight Solutions Inc. 66 Citadel Cres Brampton, Ontario L6P 1X8	Contact: Harp Dhindsa 66 Citadel Cres Brampton, ON L6P 1X8 Phone: (416) 837-3350 Email: harp@truenorthf	0		
Rental Pricing Per Billing Cycle		Quantity	Price	Extended
Non Standard Unit	9x20 Wash (self-contained)	1		\$1,100.00
Prof. Entrance-Canopy T2		2	\$70.00	\$140.00
Property Damage Waiver (9/10)		1	\$57.00	\$57.00
General Liability - Allen Insurance		1	\$22.00	\$22.00
Minimum Lease Billing Period: 24	2	Total Recurring Building C	harges:	\$1,100.00
Billing Cycle: 28 Days		Subtotal of Other Recurring C	Subtotal of Other Recurring Charges:	
	-	Total Recurring Charges Per Billing	Recurring Charges Per Billing Cycle:	
Delivery & Installation				
Fuel Surcharge Delivery		1	\$126.00	\$126.00
Essentials Material Handling		1	\$100.00	\$100.00
Delivery Freight		1	\$700.00	\$700.00
Block and Level		1	\$100.00	\$100.00
		Total Delivery & Installation Cl	narges:	\$1,026.00
Final Return Charges*				
Fuel Surcharge Return		1	\$126.00	\$126.00
Return Freight		1	\$700.00	\$700.00
Teardown		1	\$100.00	\$100.00
		Due On Final In	(SARVARATO 2)	\$926.00
	Total Including Recurring Billi	ng Charges, Delivery, Installation & F	teturn**:	\$33,608.00
Summary of Charges			· · · · · · · · · · · · · · · · · · ·	
Model: Trailer	Quantity: 1	Total Charges for(1) Buil	ding(s): \$33,608.	00
Additional Saminas: For your assure	piones we also recommend the ful	louing itoms (not included in this A		
		lowing items (not included in this Agree NOWLEDGES AND CONFIRMS THAT		ED THE

Billing Frequency

Qty

Price

Extended



Williams Scotsman of Canada, Inc. 139 Woodbine Avenue

Gormley ON L0H-1G0

Your WillS ot Representative Anand Sookhoo, Territory Sales Manager Phone: (905)726-3551

Email: anand.sookhoo will cot.com

Toll Free: 00-782-1500

Contract Number: 1 84357

Revi ion: 7

Date: January 10, 2022

essee: 0010502340 True North Freight Solutions Inc. 66 Citadel Cres Brampton, Ontario L6P 1X8	Contact: Harp Dhindsa 66 Citadel Cres Brampton, ON L6P 1X8 Phone: (416) 837-3350 Email: harp@truenorthfre	Delivery D	ddress: TOWN, ON L7G 4 Date (on or abou	
Rental Pricing Per Billing Cycle	9	Quantity	Price	Extended
Single tory - 20'x8' Flex	Security Unit	1		\$475.00
Bas. Entrance-Steps T2		1	\$70.00	\$70.00
Flex Large Format Win 2/6x6/6	Full height windows (Qty 5)	5	\$15.00	\$75.00
rof ssional ir Purifier		1	\$50.00	\$50.00
General Liability - All n Insuranc		1	\$22.00	\$22.00
Property Damage Waiver (8)		1	\$44.00	\$44.00
Minimum Lease Billing Period: 24	4	otal Recurring Building Ch	narges:	\$475.00
Billing Cycle: 28 Days		Subtotal of Other Recurring Ch	narges:	\$261.00
		Total Recurring Charges Per Billing	Cycle:	\$736.00
Delivery & Installation		×		
Fuel Surcharge Delivery		1	\$117.00	\$117.00
Essentials Material Handling		1	\$100.00	\$100.00
Delivery Freight	Tilt & Load Set	1	\$65 .00	\$650.00
		Total Delivery & Installation Ch	arges:	\$867.00
Final Return Charges*				
Fuel Surcharge Return		1	\$117.00	\$117.00
Return Freight	Tilt & Load Dismantle	1	\$650.00	\$650.00
		Due On Final In	voice*:	\$767.00
	Total Including Recurring Billing	g Charges, Delivery, Installation & R	eturn**:	\$19,298.00
Summary of Charges				
Model: P1208	Quantity: 1	Total Charges for(1) Build	ding(s): \$19,298.	00
	onvenience, we also recommend the follo	wing items (not included in this Agreer		
BY INITIALING BELOW, BUYER INITIA ED RECOMMENDED IT	R LESSEE/CUSTOMER HEREBY ACKN EMS TO BE ADDED TO THIS CONTRAC	CT AND AGREES TO PAY THE ADDI		
BY INITIALING BELOW, BUYER INITIA ED RECOMMENDED IT	R LESSEE/CUSTOMER HEREBY ACKN EMS TO BE ADDED TO THIS CONTRAC WITH THE TERMS AND CONDITIONS	OT AND AGREES TO PAY THE ADDI OF THIS CONTRACT.		



insurance.

Signature of Lessee: ___

Williams Scotsman of Canada, Inc.

13932 Woodbine Avenue G rmley ON L0H-1G

Your WillScot Representative Anand Sookhoo, Territory Sales Manager Phone: (905)726-3551

Email: anand.sookhoo@willscot.com

Toll Free: 800-782-1500

Contract Number: 1584357 Revision: 7

Date: January 10, 2022

	Requirements ddendu	THE PARTY OF THE P	
QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	SM6448	\$188538.00	\$4000.00
1	P1208	\$15000.00	\$1000.00
1	Trailer	\$75000.00	\$2000.00
Lessee: Tr	rue North Freight Solutions	Inc.	
Lease pr Lesso a By signing belo remain th sam	roviding protection against peril: s Additional Insured and Loss F ow, the Lessee grees to the ter ne and in full force and eff ct. E	overing all losses or damage, in an amount equal is included within the classification and special of xPayee. The seconditions stated her in. All other general ach party is hereby authorized to accept and rely the shall be treated as an original signature for a	rended p ils (all risk" insurance), naming the il Terms nd Co ditions of the Agreem nt shall upon a facsimile or electronic signature f the
Commercial G	ieneral Liability Insurance		
American Sout agrees that the to bodily insura policy limits. Co request. By sign	hern Insurance Company ("Insu policy issued by the Insurer is unce and property damage arisi overage is subject to underwritin ning below, Lessee understand	I General Liability Insurance Program, whereby Lurer") and administered by Allen Insurance Group third party li bility policy that covers those among from the proper use and occupancy of Equipming and specific terms and conditions set forth in the sand agrees that the Lessor is not providing the dingly, it assumes no liability therefore.	(Agent"). The Lessee acknowledges and unts that Lessee is legally obligated to pay due tent leased from Williams Scotsman up to the ne policy. An outline of cover is available upon
Signatu e of Le	essee:	Print Name:	Date:
Damage Waive	er Program		
waives, for a fe modular units le Williams Scotsr	e, Lessee's obligation to c rry (eased fr m Williams Scotsman man for th amount of the dama	mage Waiver Program. Lessee understands and Commercial P operty Insurance and L ssee's lia resulting f om loss r damage as specified in the age deductible per unit of equipment noted above s on coverage. The Property Damage Waiver is r	ility to Lessor for repair or replacement of the Lease Agreement. Lessee emains liable to Please refer to the Agreement for specific

Please return this signed document with the signed lease agreement.

Print Name:



illiams Scotsman of Canada, Inc. 13932 Woodbine Avenue

13932 Woodbine Avenue Gormley ON L0H-1G0 Your WillScot epresentative
Anand Sookhoo, Terri ory Sales Manager

Ph e: (905) 26-3551

Email: anand.sookh o@willscot.com

Toll Free: 800-782-1500

Contract Number: 15 4357 Revision: 7

Date: January 1, 2022

Clarifications

*Final Return Charges are estimated and will be charged at Lessor prevailing rate at time of retu n. **All prices exclude pplicable taxes. All Lesse s and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provinci I federal and/or personal property tax or fees related to the equipment identifie above ("Equipment"), its value or its use. essee ackno ledges t at upon deliver of the Equipment, this A reement may be updated with the actual serial number(s), delivery d te(s), lock serial number(s), et , i necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection ch rges, site preparation and permitting w ich is the sole responsibility of essee, unless otherwise expressly agreed by Lessor in riting. essee is responsible for locating and marking undergroun utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. essee must notify Lessor prior to delivery or return of any potentially azardous conditions or other site conditions t at may otherwise affect deliv ry, installation, dismantli g or return of any Equipme t. Failure to notify es or of uch co ditions will result in additio al c rges, as applicable. Physical Damag & Commercial Liability insura ce coverage is required gi ning on the date of deliv ry. essor is not responsible for cha ges required by c de or building inspectors. Pricing is valid for thirty (30) days.

Please note the following important billing terms:

Invoicing Options (select one)

- In additio to the first billi g period rental a d initi I charges, last billi g period re t for buildi g a d other recurring rentals servic s
 (excluding General Liability Insur ce and P operty Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams
 Scotsman will b credite on the final invoice.
- In oices are due on receipt, with a twen y (20) day grace p riod. Interest will be applied to all past due a ounts.
- . In oices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH Payments made by check are subject to a Paper Check Fee, charged o the next invoice following payment by check.
- Williams Scotsman preferre method of i voicing is via electronic transmission. Customers are encourage to provide an email address or u e MMConnect. Invoices sent standar mail ar subjet to a paler invoice ee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Mod Iar Equipment and Val e Added Products (as uch items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leas d by the Lessee for purposes of this Lease shall b referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (11-22-21) located n Less r's internet site (https://www.willscot.com/Abo-t/terms-conditions) in their entirety, which are incorporated herein by reference and agree to lease the Equipment from Le sor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purp ses. Each party is auth rized to accept and rely pon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersign d represent that they have the expr ss authority of the respective party they represent to enter into and execute this Agreement and bill of the respective party thereby.

[]Paperless Invoicing Option Williams Scotsman prefers electronic invoicing, an efficient, conveni nt and environmentally friendly process. To avoid fe pro ide us with the proper e ail address for your in oices Corrected Email accounting atwarps. Address:	CC Citatal Casa Bassada CNI I CD 4V0
Signatures	
Le see: True North Freight Solutions Inc.	Lessor: Williams Scot man of Canada, Inc.
Signature: Light	Signature: Sum Pink
Print Name: Parmjit Bal	Print Name:
Title: VP Operation	Title: General Manager Eastern Canada
Date: 31-Jan -2021	Date: 02-28-2022
PO#:	
PLEASE RETURN SIGNED AGREEMENT TO: TORLeases	@willscot.com



Contract Clarifications

This proposal is based on:

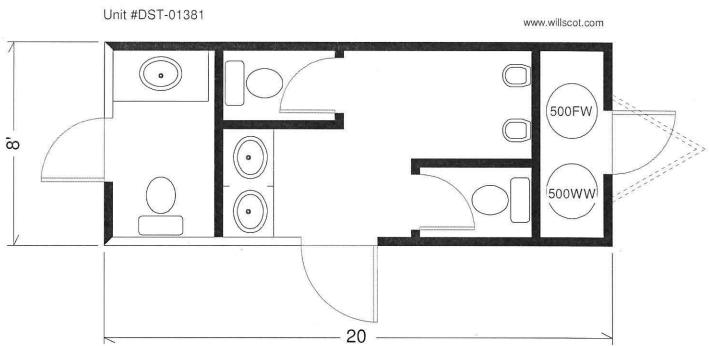
- The following quotation is for budgetary purposes. Equipment quoted herein is subject to availability until time of confirmation. Quote Expires in 30 days.
- Backend quoted charges (Dismantle/Return Transportation) are estimates only. Rates are dependent on current market
 rates at the time of lease termination. Customer responsible for costs associated with return ng the unit back to company
 standards at the end of the lease term.
- Install and Block & Level is for standard typical only. Any changes required to the enclosed specifications required by OBC, municipal requirements or customer requested changes will be considered additional to the above specified prices.
- Customer is responsible for additional charges associated with the use of crane if required
- Anchor/Tie-down (if required) Customer is esponsible to have the site su veyed with all underground services marked prior to install. Price to be quoted upon request if required.
- An assumed soil bearing capacity of <u>3,000</u> psf at existing/finished grade.
- A staging area located adjacent to the work site.
- Suitable and acceptable access to the site for the mod les ze(s) to be pro ided.
- All dimensions provided are nominal.
- In tall s based on non-union labour.
- ns all rates subject to change if union restrictions are enforced. Price to be quoted upo request if required.
- N dewatering of subsurface water.
- Storm water management/ osion and sedimen ation c ntrol y o h r .
- L vel grade (+/ 6") wi hin the roposed building envelope.
- WILLSCOT's proposal excludes barrier free ac essibility, utility upgrades and/or relocations.
- If Fire Rated assemblies are required, due to the location of the module(s) to exis ing/proposed buildings and/or property lines, WILLSCOT will provide at an additional cost. Spa ial separation i sues, limitin distances determined b others. I sprinklers are also required, this will be assessed as well as reated as an extra.
- WILLSCOT's proposal excludes NON-Combustible co struction
- Customer shall be responsible for and bear the cost of obtainin all pe m ts lic es, and in ura e required with the exception of transportation.
- Cust mer responsibl for costs associate with engineered stamped drawings docs an site plan if required.
- Quo e prices are subject to all applicable taxes
- Standard WILLSCOT Lease (Rental) Terms conditions to be applied.

48 x60' Premium Series Office Complex

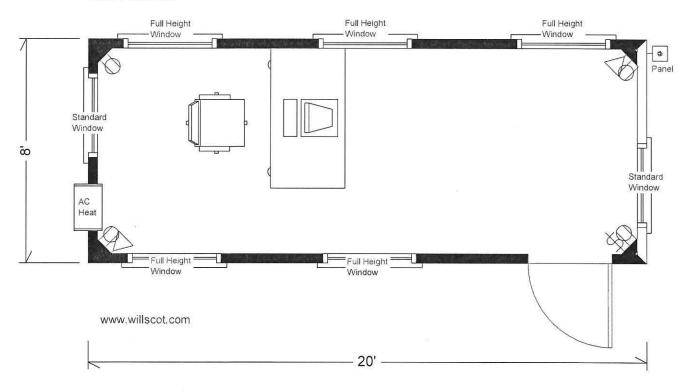
Unit # 632237-238-241-243 (CPX-99792)



8 x20' Self-Contained Wash



Security Unit 8'x20' FLEX Unit



APPENDIX S

LESTER & ASSOCIATES

Suite 2200, 250 Yonge Street Toronto, ON M5B 2L7 Reid Lester Tel: 416.802.9781

Email: rlester@lesterassociates.ca

June 25, 2024

Sent via Email: LauraC@chaitons.com

Laura Culleton Chaitons LLP 5000 Yonge St, 10th Floor Toronto, ON, M2N 7E9

Dear Ms. Culleton:

Re: BMO v. True North Freight Solutions Inc. et al - CV-24-719689-00CL (87423)

Please see below our client's answers to paragraph 3 of the Order of Justice Black dated June 14, 2024:

- a. the name and contact information of the member that cashed the cheques belonging to True North which can be identified as follows:
 - i. Cheque #202098 from Nordan Express Inc. in the amount of \$4,400; and
 - ii. Cheque #31547 from Cascades Container Board in the amount of \$51,076.36.;

Answer: Please see the information below:

BNY Capital (2705563 Ontario Limited) 67-70 Great Golf Drive Concord, ON L4K 0K7 647-295-4449 Bnycapital2019@gmail.com Steven Bender is the principal.

b. advise if this member or any other members of Talka have any other business arrangements with the Debtors, their employees, directors or officers;

Answer: To the best of our knowledge, neither this member nor any other members of Talka have any other business arrangements with the Debtors, their employees, directors or officers.

 advise of any other deposits of the Debtors' cheques made with Talka and provide the Receiver with all documents evidencing same, including evidence of payments made by Talka's member(s) to the Debtors' or any party purporting to represent them;

Answer: We have not identified any other deposits other than those outlined in the order.

d. advise on what steps Talka undertook to verify that the person that endorsed the cheques deposited by Talka's member had the requisite authority to do so; and

Answer: Talka took no steps to verify the authority of the endorsee.

e. provide the name and contact information for the recipient of the deposited funds from Talka's member, advise how the payments were made (i.e. via cheque or a bank draft) and provide evidence of same.

Answer: The cheques were provided to Talka's member, BNY Capital, by a man named Sunny Dhingra. Mr. Dhingra is apparently involved with the trucking industry, and he acted as a broker or a "go-between" as between True North and BNY Capital. He received the cheques from True North and then provided then to BNY Capital whereupon BNY Capital deposited the cheques (by remote deposit capture) to its account at Talka. Upon deposit of the cheques in question, BNY Capital apparently used its own payment services provider to send the funds to Sunny Dhingra's business whereupon Sunny provided the cash to True North. The payments from BNY were made to its payment services provider by way of a single large cheque (which would have included the proceeds of other unrelated cheques) made payable to this external payment service provider. That company then arranged an AFT to Sunny's company and then Sunny would pay the cash out to his client, True North. BNY apparently provided Sunny Dhingra a small commission for bringing in the cheques for cashing. Copies of excerpts of BNY's account statement for various dates in May 2024 are attached which show these deposits and payments out.

Name and contact information of True North Freight Solutions:

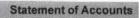
Agent info is Sunnie Dhingra 647-618-5808

There were no other cheques cashed other than those listed in this order

Reid Lester RL/pn

Yours truly

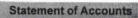
Encl. excerpts of account statements (4 pp)





May 31, 2024 184969 5 of 223

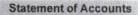
DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
May 1, 2024	Remote Deposit Capture	0.011	2,154.84	4,938,684.80
May 1, 2024	Remote Deposit Capture		9,933.85	4,948,618.65
May 1, 2024	Remote Deposit Capture		157.66	4,948,776.31
May 1, 2024	Remote Deposit Capture		66,681.30	5,015,457.61
May 1, 2024	Remote Deposit Capture		36,400.69	5,051,858.30
May 1, 2024	Remote Deposit Capture		500.00	5,052,358.30
May 1, 2024	Remote Deposit Capture		75.00	5,052,433.30
May 1, 2024	Remote Deposit Capture		225.00	5,052,658.30
May 1, 2024	Remote Deposit Capture		2,500.00	5,055,158.30
May 1, 2024	Remote Deposit Capture		8,176.00	5,063,334.30
May 1, 2024	Remote Deposit Capture		1,328.88	5,064,663.18
May 1, 2024	Remote Deposit Capture		2,848.56	5,067,511.74
May 1, 2024	Remote Deposit Capture		22,000.00	5,089,511.74
May 1, 2024	Remote Deposit Capture		62,811.37	
May 1, 2024	Remote Deposit Capture		37.50	5,152,323.11 5,152,360.61
May 1, 2024	Remote Deposit Capture		1,234.75	5,153,595,36
May 1, 2024	Remote Deposit Capture		47.75	
	Remote Deposit Capture			5,153,643.11
May 1, 2024			8,440.00	5,162,083.11
May 1, 2024	Remote Deposit Capture Remote Deposit Capture		4,040.00	5,166,123.11
May 1, 2024			14,000.00	5,180,123.11
May 1, 2024	Remote Deposit Capture		4,000.00	5,184,123.11
May 1, 2024	Remote Deposit Capture		3,318.40	5,187,441.51
May 1, 2024	Remote Deposit Capture		3,158.40	5,190,599.91
May 1, 2024	Remote Deposit Capture		2,862.40	5,193,462.31
May 1, 2024	Remote Deposit Capture		500.00	5,193,962.31
May 1, 2024	Remote Deposit Capture		500.00	5,194,462.31
May 1, 2024	Remote Deposit Capture		2,460.00	5,196,922.31
May 1, 2024	Remote Deposit Capture		2,460.00	5,199,382.31
May 1, 2024	Remote Deposit Capture		2,460.00	5,201,842.31
May 1, 2024	Remote Deposit Capture		2,660.00	5,204,502.31
May 1, 2024	Remote Deposit Capture		250.00	5,204,752.31
May 1, 2024	Remote Deposit Capture		7,500.00	5,212,252.31
May 1, 2024	Remote Deposit Capture		2,460.00	5,214,712.31
May 1, 2024	Remote Deposit Capture		3,000.00	5,217,712,31
May 1, 2024	Remote Deposit Capture		51,076.36	5,268,788.67
May 1, 2024	Remote Deposit Capture		8,087.98	5,276,876.65
May 1, 2024	Remote Deposit Capture		1,750.00	5,278,626.65
May 1, 2024	Remote Deposit Capture		3,100.00	5,281,726.65
May 1, 2024	Remote Deposit Capture		238.98	5,281,965.63
May 1, 2024	Remote Deposit Capture		6,430.00	5,288,395.63
May 1, 2024	Remote Deposit Capture		6,430.00	5,294,825.63
May 1, 2024	Remote Deposit Capture		5,000.00	5,299,825.63
May 1, 2024	Remote Deposit Capture		19,989.70	5,319,815.33
May 1, 2024	Remote Deposit Capture		500.00	5,320,315.33
May 1, 2024	Remote Deposit Capture		500.00	5,320,815.33
May 1, 2024	Remote Deposit Capture		750.00	5,321,565.33
May 1, 2024	Remote Deposit Capture		850.00	5,322,415,33
May 1, 2024	Remote Deposit Capture		50,850.00	5,373,265.33
May 1, 2024	Remote Deposit Capture		5,000.00	5,378,265.33





May 31, 2024 184969 7 of 223

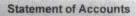
DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
May 1, 2024	Remote Deposit Capture	OLDIT.	6,000.00	 5,723,847.11
May 1, 2024	Remote Deposit Capture		62,715.00	5,786,562.11
May 1, 2024	Remote Deposit Capture		6,100.00	5,792,662.11
May 1, 2024	Remote Deposit Capture		89,835.00	5,882,497,11
May 1, 2024	Remote Deposit Capture		8,674.00	5,891,171.11
May 1, 2024	Remote Deposit Capture		25,000.00	5,916,171.11
May 1, 2024	Remote Deposit Capture		10,731.00	5,926,902.11
May 1, 2024	Remote Deposit Capture		12,637.00	5,939,539.11
May 1, 2024	Remote Deposit Capture		13,960.00	5,953,499.11
May 1, 2024	Remote Deposit Capture		600.00	5,954,099.11
May 1, 2024	Remote Deposit Capture		13,844.00	5,967,943.11
May 1, 2024	Remote Deposit Capture		300.00	5,968,243.11
May 1, 2024	Remote Deposit Capture		13,766.00	5,982,009.11
May 1, 2024	Remote Deposit Capture		13,798.00	5,995,807.11
May 1, 2024	Remote Deposit Capture		6,000.00	6,001,807.11
May 1, 2024	Remote Deposit Capture		13,966.00	6,015,773.11
May 1, 2024	Remote Deposit Capture		2,500.00	6,018,273.11
May 1, 2024	Remote Deposit Capture		13,860.00	6,032,133.11
May 1, 2024	Remote Deposit Capture		1,419.00	6,033,552.11
May 1, 2024	Remote Deposit Capture		8,661.45	6,042,213.56
May 1, 2024	Remote Deposit Capture		10,791.50	6,053,005.06
May 1, 2024	Remote Deposit Capture		6,916.00	6,059,921.06
May 1, 2024	Remote Deposit Capture		7,500.00	6,067,421.06
May 1, 2024	Remote Deposit Capture		1,243.00	6,068,664.06
May 1, 2024	Remote Deposit Capture		4,018.27	6,072,682.33
May 1, 2024	Remote Deposit Capture		8,015.45	6,080,697.78
May 1, 2024	Remote Deposit Capture		7,258.96	6,087,956.74
May 1, 2024	Remote Deposit Capture		13,824.00	
May 1, 2024	Remote Deposit Capture		13,657.00	6,101,780,74 6,115,437,74
May 1, 2024	Remote Deposit Capture		13,599.00	CONTRACTOR STATES
May 1, 2024	Remote Deposit Capture		7,361.00	6,129,036.74 6,136,397.74
May 2, 2024	ELECTRONIC FUND Type 400 GLENCORPORATION	1,554.04		6,134,843.70
May 2, 2024	CHEQUE chq# 1189	248,405.00		5,886,438.70
May 2, 2024	CHEQUE chg# 1191	246,025.00		5,640,413.70
May 2, 2024	CHEQUE cha# 1190	247,500.00		5,392,913.70
May 2, 2024	CHEQUE chq# 1188	249,214.00		5,143,699.70
May 2, 2024	CHEQUE chg# 1193	249,708.00		4,893,991.70
May 2, 2024	CHEQUE chg#1192	245,000.00		4,648,991.70
May 2, 2024	CHEQUE chg# 1185	248,300.00		4,400,691.70
May 2, 2024	CHEQUE chg# 1184	249,004.00		4,151,687.70
May 2, 2024	CHEQUE chg# 1187	246,018.00		3,905,669.70
May 2, 2024	CHEQUE chg# 1186	247,025.00		3,658,644.70
May 2, 2024	Remote Deposit Capture		46,000.00	3,704,644.70
May 2, 2024	Remote Deposit Capture		11,379.05	3,716,023.75
May 2, 2024	Remote Deposit Capture		8,750.00	3,724,773.75
May 2, 2024	Remote Deposit Capture		2,628.32	3,727,402.07
May 2, 2024	Remote Deposit Capture		1,256.67	3,728,658.74
May 2, 2024	Remote Deposit Capture		9,607.20	3,738,265.94





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DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
May 13, 2024	Remote Deposit Capture		4,746.00	5,143,696.74
May 13, 2024	Remote Deposit Capture		1,980.00	5,145,676.74
May 13, 2024	Remote Deposit Capture		15,433.28	5,161,110.02
May 13, 2024	Remote Deposit Capture		47,269.25	5,208,379.27
May 13, 2024	Remote Deposit Capture		4,292.00	5,212,671.27
May 13, 2024	Remote Deposit Capture		4,147.10	
May 13, 2024	Remote Deposit Capture			5,216,818,37
May 13, 2024	Remote Deposit Capture		1,370.00 18,280.00	5,218,188.37
May 13, 2024	Remote Deposit Capture			5,236,468.37
			7,300.00	5,243,768.37
May 13, 2024	Remote Deposit Capture		1,094.29	5,244,862.66
May 13, 2024	Remote Deposit Capture		1,341.30	5,246,203.96
May 13, 2024	Remote Deposit Capture		909.02	5,247,112.98
May 13, 2024	Remote Deposit Capture		1,274.35	5,248,387.33
May 13, 2024	Remote Deposit Capture		20,839.47	5,269,226.80
May 13, 2024	Remote Deposit Capture		1,957.71	5,271,184.51
May 13, 2024	Remote Deposit Capture		7,222.63	5,278,407.14
May 13, 2024	Remote Deposit Capture		7,222.63	5,285,629.77
May 13, 2024	Remote Deposit Capture		7,222.63	5,292,852.40
May 13, 2024	Remote Deposit Capture		5,377.30	5,298,229.70
May 13, 2024	Remote Deposit Capture		3,206.52	5,301,436.22
May 13, 2024	Remote Deposit Capture		5,574.23	5,307,010.45
May 13, 2024	Remote Deposit Capture		4,869.15	5,311,879.60
May 13, 2024	Remote Deposit Capture		8,000.00	5,319,879.60
May 13, 2024	Remote Deposit Capture		8,000.00	5,327,879.60
May 13, 2024	Remote Deposit Capture		2,000.00	5,329,879.60
May 13, 2024	Remote Deposit Capture		3,400.00	5,333,279,60
May 13, 2024	Remote Deposit Capture		7,000.00	5,340,279.60
May 13, 2024	Remote Deposit Capture		2,712.00	5,342,991.60
May 13, 2024	Remote Deposit Capture		5,000.00	5,347,991.60
May 13, 2024	Remote Deposit Capture		6,000.00	5,353,991.60
May 13, 2024	Remote Deposit Capture		5,000.00	5,358,991.60
May 13, 2024	Remote Deposit Capture		2,000.00	5,360,991.60
May 13, 2024	Remote Deposit Capture		5,650.00	5,366,641.60
May 13, 2024	Remote Deposit Capture		1,525.00	5,368,166.60
May 13, 2024	Remote Deposit Capture		750.00	5,368,916.60
May 13, 2024	Remote Deposit Capture		1,850.00	5,370,766.60
May 13, 2024	Remote Deposit Capture		4,400.00	5,375,166.60
May 13, 2024	Remote Deposit Capture		1,750.00	5,376,916.60
May 13, 2024	Remote Deposit Capture		3,090.00	5,380,006.60
May 13, 2024	Remote Deposit Capture		1,545.00	5,381,551.60
May 13, 2024	Remote Deposit Capture		5,100.00	5,386,651.60
May 13, 2024	Remote Deposit Capture		4,500.00	5,391,151.60
May 13, 2024	Remote Deposit Capture		4,500.00	5,395,651,60
May 13, 2024	Remote Deposit Capture		6,000.00	5,401,651.60
May 13, 2024	Remote Deposit Capture		5,750.00	5,407,401.60
May 13, 2024	Remote Deposit Capture		5,000.00	. 5,412,401.60
May 13, 2024	Remote Deposit Capture		5,000.00	5,417,401.60
May 13, 2024	Remote Deposit Capture		5,300.00	5,422,701.60
May 13, 2024	Remote Deposit Capture		2,575.00	5,425,276.60





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DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
May 13, 2024	Remote Deposit Capture		940.00	7,796,800.53
May 13, 2024	Remote Deposit Capture		1,433.00	7,798,233.53
May 13, 2024	Remote Deposit Capture		868.00	7,799,101.53
May 13, 2024	Remote Deposit Capture		770.00	7,799,871.53
May 13, 2024	Remote Deposit Capture		800.00	7,800,671.53
May 13, 2024	Remote Deposit Capture		1,380.00	7,802,051.53
May 13, 2024	Remote Deposit Capture		2,044.50	7,804,096.03
May 13, 2024	Remote Deposit Capture		1,440.00	7,805,536.03
May 13, 2024	Remote Deposit Capture		2,963.57	7,808,499.60
May 13, 2024	Remote Deposit Capture		6,000.00	7,814,499.60
May 13, 2024	Remote Deposit Capture		992.00	7,815,491.60
May 13, 2024	Remote Deposit Capture		2,765.00	7,818,256.60
May 13, 2024	Remote Deposit Capture		1,806.00	7,820,062.60
May 13, 2024	Remote Deposit Capture		2,475.00	7,822,537.60
May 13, 2024	Remote Deposit Capture		484.69	7,823,022.29
May 13, 2024	Remote Deposit Capture		679.20	7,823,701.49
May 13, 2024	Remote Deposit Capture		294.33	7,823,995.82
May 13, 2024	Remote Deposit Capture		737.61	7,824,733.43
May 13, 2024	Remote Deposit Capture		2,025.00	7,826,758.43
May 13, 2024	Remote Deposit Capture		3,562.00	7,830,320.43
May 13, 2024	Remote Deposit Capture		590.01	7,830,910.44
	Remote Deposit Capture		1,819.80	7,832,730.24
May 13, 2024	Remote Deposit Capture		975.00	
May 13, 2024				7,833,705.24
May 13, 2024	Remote Deposit Capture	200 000 00	8,916.18	7,842,621.42
May 14, 2024	CHEQUE chq# 1263	300,000.00		7,542,621.42
May 14, 2024	CHEQUE chq# 1270	249,005.00		7,293,616.42
May 14, 2024	CHEQUE chq# 1268	245,018.00		7,048,598.42
May 14, 2024	CHEQUE chq# 1266	246,112.00		6,802,486.42
May 14, 2024	CHEQUE chq# 1271	247,733.00		6,554,753.42
May 14, 2024	CHEQUE chq# 1267	245,602.00		6,309,151,42
May 14, 2024	CHEQUE chq# 1269	248,500.00		6,060,651.42
May 14, 2024	CHEQUE chq# 1265	248,025.00		5,812,626.42
May 14, 2024	CHEQUE chq# 1264	249,300.00		5,563,326.42
May 14, 2024	CHEQUE chg# 1275	248,075.00		5,315,251.42
May 14, 2024	CHEQUE chq# 1274	249,461.00		5,065,790.42
May 14, 2024	CHEQUE chq# 1273	247,000.00		4,818,790.42
May 14, 2024	CHEQUE chq# 1272	246,904.00		4,571,886.42
May 14, 2024	Remote Deposit Capture		11,964.88	4,583,851 30
May 14, 2024	Remote Deposit Capture		3,282.31	4,587,133.6
May 14, 2024	Remote Deposit Capture		2,529.45	4,589,663.00
May 14, 2024	Remote Deposit Capture		7,105.46	4,596,768.5
May 14, 2024	Remote Deposit Capture		2,127.03	4,598,895.5
May 14, 2024	Remote Deposit Capture		6,890.11	4,605,785.6
May 14, 2024	Remote Deposit Capture		6,078.00	4,611,863.6
May 14, 2024	Remote Deposit Capture		6,079.28	4,617,942.9
May 14, 2024	Remote Deposit Capture		8,650.61	4,626,593.5
May 14, 2024	Remote Deposit Capture		8,393.18	4,634,986.7
May 14, 2024	Remote Deposit Capture		1,724.62	4,636,711.3
May 14, 2024	Remote Deposit Capture		2,401.88	4,639,113.2

APPENDIX T



Tel: 416 865 0210 Fax: 416 865 0904 www.bdo.ca BDO Canada Limited 20 Wellington Street E, Suite 500 Toronto ON M5E 1C5 Canada

SENT VIA E-MAIL: rbcbankfulfillmentservices@rbc.com

September 10, 2024

RBC Bank N.A. 8081 Arco Corporate Drive Raleigh, NC, 27617

To whom in may concern:

Re: Bank of Montreal v. True North Freight Solutions Inc. and North Shore Logistics Inc., - Court file no. CV-24-00718318-00CL

On May 6, 2024, True North Freight Solutions Inc. ("True North") and North Shore Logistics Inc. ("North Shore", and collectively with True North, the "Debtors") were petitioned into bankruptcy and BDO Canada Limited was appointed as the licensed insolvency trustee (the "Trustee"). On May 16, 2024, pursuant to an application made by the Bank of Montreal, BDO was appointed as court-appointed receiver (the "Receiver"), without security, over all of the assets, undertakings and property of the Debtors pursuant to an Order of the Honorable Justice Osborne of the Ontario Superior Court of Justice (the "Receivership Order"). Copies of the Receivership Order and Bankruptcy Order are attached for your reference.

Pursuant to the *Bankruptcy and Insolvency Act* all assets of the Debtors vest with Trustee. In addition, pursuant to paragraph 3 of the Receivership Order, the Receiver is authorized to take possession of and exercise control of the Debtors' assets.

Accordingly, please advise whether the Debtors have banking arrangements with RBC Bank N.A. ("RBC Bank"), including, but not limited to, any bank accounts under one or more of the Debtors' names. We understand that True North maintains the following bank account with RBC Bank:

Bank routing number - 063216608 Bank account number - 503666242 Account type - Chequing

The Trustee and Receiver wishes to take control of the Debtors' accounts; therefore, we request that all RBC Bank accounts held in any one of the Debtors' names be frozen immediately, and that all funds held in such accounts be remitted to the Trustee and Receiver.

In addition, please provide copies of bank statements for any accounts held in the Debtors' names for the last 24 months.

Please confirm back to the undersigned once all applicable bank accounts have been frozen at nsagolili@bdo.ca or 519-904-3222. We appreciate your immediate attention to this matter and look forward to hearing from you.

Yours very truly, BDO CANADA LIMITED in its capacity as Receiver and Trustee of the estate of the Debtors

Per:

Nicole Sagolili, CPA, CA, CIRP, LIT

Vice President

/Encl.

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE)	THURSDAY, THE 16 TH
JUSTICE OSBORNE)	DAY OF MAY, 2024

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER

(appointing Receiver)

THIS APPLICATION, made by Bank of Montreal ("BMO") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing BDO Canada Limited ("BDO") as receiver (in such capacity, the "Receiver"), without security, of all the assets, undertakings and properties of True North Freight Solutions Inc. and North Shore Logistics Inc. (collectively, the "Debtors") acquired for, or used in relation to a

business carried on by the Debtors and all proceeds thereof (collectively, the "**Property**"), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Rachel Gillespie sworn May 6, 2024 and the exhibits thereto, and on hearing the submissions of counsel for BMO and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavits of service of Samantha Hans and Calvin Horsten, as filed, and on reading the consent of BDO to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all the Property.

RECEIVER'S POWERS

- 3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to investigate, and report to this Court on, intercompany payments, transactions and other arrangements between any of the Debtors and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Debtors, that appear to the Receiver to be out of the ordinary course of business. All Persons shall be required to provide any and all information and documents related to the Debtors requested by the Receiver in connection with such investigations;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

- 5. **THIS COURT ORDERS** that all Persons, including, for greater certainty, Solera Holdings Inc. and/or any other corporation or entity that licenses to the Debtors the use of the Omnitracs fleet-management software, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
- 6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

- 7. **THIS COURT ORDERS** that, upon receiving a request by the Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada, are hereby directed to provide the Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.
- 8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in

respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **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 Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors, including, for greater certainty, Solera Holdings Inc. and/or any other corporation or entity that licenses to the Debtors the use of the Omnitracs fleet-management software, 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 Debtors' 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 Debtors 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

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any

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

15. **THIS COURT ORDERS** that all proceeds generated from the auction sale conducted by Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie Bros**") in respect of the vehicles identified in **Schedule "B"** hereto (collectively, the "**Vehicles**"), less any commission, costs and expenses properly payable to Ritchie Bros under the auction agreement in respect of the Vehicles, shall be paid by Ritchie Bros to the Receiver forthwith.

EMPLOYEES

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

PIPEDA AND ANTI-SPAM LEGISLATION

17. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information.

The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

19. **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

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise

ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

- 21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
- 22. **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

23. **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 (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.

- 24. **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.
- 25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 26. **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

- 27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors' names from the engagement list at the following URL: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/trueNorthFreightSolutionsInc.
- 28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier,

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

GENERAL

- 29. **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.
- 30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
- 31. 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.
- 32. **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.
- 33. **THIS COURT ORDERS** that BMO shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of BMO's security or, if not so provided by BMO's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

- 34. **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.
- 35. **THIS COURT ORDERS** that this Order is effective from the date it is made and is enforceable without the need for entry or filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of all the
assets, undertakings and properties of True North Freight Solutions Inc. and North Shore Logistics
Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the
Debtors, including all proceeds thereof (collectively, the "Property"), appointed by Order of the
Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 16th day of May
2024 (the "Order") made in an application having Court file number CV-24-00719689-00CL, 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 \$250,000 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 Montreal from time to time.

- 3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
- 4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
- 5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

in respect of which it may issue	certificates under the terms of the Order.
DATED the day of	, 20
	BDO CANADA LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:
	Title:

SCHEDULE "B"

VEHICLES SOLD BY RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Lot#	Description	Eq ID	S/N
163	2019 Freightliner Cascadia 126	427	3AKJHHDR1KSJJ3877
166	2019 Freightliner Cascadia 126	432	3AKJHHDR5KSKA3187
168	2019 Freightliner Cascadia 126	429	3AKJHHDR7KSKA3191
195	2019 Volvo VNL 6x4 TTT	428	4V4NC9EH9KN900891
5219	2018 Freightliner Cascadia 126	420	3AKJHHDR3JSJD9939
5220	2018 Freightliner Cascadia 126	423	3AKJHHDR2JSJJ4101
5221	2018 Freightliner Cascadia 126	422	3AKJHHDR7JSJM0483
5222	2018 Freightliner Cascadia 126	424	3AKJHHDR0JSJJ3982
5271	2017 Volvo VNL 6x4 TTT	419	4V4NC9EH6HN951127
5274	2016 Volvo VNL 6x4 TTT	401	4V4NC9EH1GN929437
5275	2016 Volvo VNL 6x4 TTT	409	4V4NC9EH8GN947448
5283	2015 Volvo VNL 6x4 TTT	414	4V4NC9EH8FN189531
5292	Volvo VNL 6x4 TTT	418	4V4NC9EH4EN153270
5297	Volvo VNL 6x4 TTT	417	4V4NC9EH5CN555084
5298	Volvo VNL 6x4 TTT	406	4V4NC9EH0CN561357
5300	Volvo VNL 6x4 TTT	415	4V4NC9EJ5CN552401
5303	Volvo VNL 6x4 TTT	421	4V4NC9EH3AN285818

- and -

Respondents

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Applicant

Court File No. CV-24-00719689-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER (appointing Receiver)

AIRD & BERLIS LLP

Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

Steve L. Graff – LSO # 31871V

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Email: sgraff@airdberlis.com

Matilda Lici – LSO # 79621D

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Samantha Hans – LSO # 84737H

Tel: (437) 880-6105

Email: shans@airdberlis.com

Lawyers for Bank of Montreal

District of Ontario Division No. 09 - Toronto Court No. BK-24-00208695-OT31

ONTARIO SUPERIOR COURT OF JUSTICE IN BANKRUPTCY AND INSOLVENCY

ASSOCIATE JUSTICE)	MONDAY, THE 6TH DAY
)	
ILCHENKO)	OF MAY, 2024

IN THE MATTER OF THE BANKRUPTCY OF TRUE NORTH FREIGHT SOLUTIONS INC., a company incorporated pursuant to the laws of Ontario and carrying on business in the City of Brampton, in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Bank of Montreal ("**BMO**"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 23rd day of April, 2024, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Rachel Gillespie sworn the 19th day of April, 2024, the affidavit of service of Lisa Maitman sworn the 25th day of April, 2024, the affidavit of service of Daisy Jin sworn the 25th day of April, 2024, and the Consent of BDO Canada Limited ("**BDO**") to act as trustee of the property of True North Freight Solutions Inc. (the "**Debtor**") dated the 22nd day of April, 2024, and it appearing to the Court that the following acts of bankruptcy have been committed:

- (a) the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor, BMO.
- 1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.
- 2. **THIS COURT ORDERS** that BDO, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.

- 3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
- 4. **THIS COURT ORDERS** that the costs of the applicant, BMO, be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

ASSOCIATE JUSTICE ILCHENKO

District of Ontario Division No. 09 - Toronto Court No. BK-24-00208695-OT31

ONTARIO SUPERIOR COURT OF JUSTICE IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF TRUE NORTH FREIGHT SOLUTIONS INC., a company incorporated pursuant to the laws of Ontario, of the City of Brampton, in the Province of Ontario

BANKRUPTCY ORDER

Aird & Berlis LLP

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Lawyers for the applicant creditor

District of Ontario Division No. 09 - Toronto Court No. BK-24-00208696-OT31

ONTARIO SUPERIOR COURT OF JUSTICE IN BANKRUPTCY AND INSOLVENCY

ASSOCIATE JUSTICE)	MONDAY, THE 6TH DAY
)	
ILCHENKO)	OF MAY, 2024

IN THE MATTER OF THE BANKRUPTCY OF NORTH SHORE LOGISTICS INC., a company incorporated pursuant to the laws of Ontario and carrying on business in the City of Brampton, in the Province of Ontario

BANKRUPTCY ORDER

Upon the application of Bank of Montreal ("BMO"), a creditor, having an office in the City of Toronto, in the Province of Ontario, issued on the 23rd day of April, 2024, and upon reading the Application for Bankruptcy Order, the Affidavit of Verification of Rachel Gillespie sworn the 19th day of April, 2024, the affidavit of service of Lisa Maitman sworn the 25th day of April, 2024, the affidavit of service of Daisy Jin sworn the 25th day of April, 2024, and the Consent of BDO Canada Limited ("BDO") to act as trustee of the property of North Shore Logistics Inc. (the "Debtor") dated the 22nd day of April, 2024, and it appearing to the Court that the following acts of bankruptcy have been committed:

- (a) the Debtor ceased to meet its liabilities generally as they became due, in that it has failed to pay its obligations to the applicant creditor, BMO.
- 1. **THIS COURT ORDERS** that the Debtor be adjudged bankrupt, and a bankruptcy order is hereby made against the Debtor on this date.
- 2. **THIS COURT ORDERS** that BDO, of the City of Toronto in the Province of Ontario, be appointed as trustee of the estate of the bankrupt Debtor.

- 3. **THIS COURT ORDERS** that the trustee give security in an amount to be fixed by the Official Receiver pursuant to subsection 16(1) of the *Bankruptcy and Insolvency Act* (Canada).
- 4. **THIS COURT ORDERS** that the costs of the applicant, BMO, be paid out of the assets of the estate of the bankrupt Debtor on taxation thereof.

ASSOCIATE JUSTICE ILCHENKO

District of Ontario Division No. 09 - Toronto Court No. BK-24-00208696-OT31

ONTARIO SUPERIOR COURT OF JUSTICE IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF NORTH SHORE LOGISTICS INC., a company incorporated pursuant to the laws of Ontario, of the City of Brampton, in the Province of Ontario

BANKRUPTCY ORDER

Aird & Berlis LLP

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Lawyers for the applicant creditor

APPENDIX U

ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY)

(COMMERCIAL LIST)

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC.

Respondents

AFFIDAVIT OF JOSIE PARISI (sworn January 23, 2025)

I, JOSIE PARISI, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY that:

- 1. I am a Partner of BDO Canada Limited ("BDO"), and as such have personal knowledge of the matters referred to herein.
- 2. By Order of the Honourable Mr. Justice Osborne dated May 16, 2024 (the "Order"), BDO Canada Limited was appointed as Receiver (the "Receiver") of True North Freight Solutions (the "Debtor").
- 3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**.
- 4. The time shown in the detailed account attached as **Exhibit "A"** are a fair and accurate description of the services provided, and the amounts charged by the Receiver, which reflect the Receiver's time as billed at the standard billing rates.

6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 23rd day of January 2025

Commissioner for Taking Affidavits, etc

Josie Parisi, CPA, CBV, CIRP, LIT

Antonio Montesano, a Commissioner, etc., Province of Ontario, for BDO Canada LLP and BDO Canada Limited, and their subsidiaries, associates and affiliates Expires December 21, 2026 This is **Exhibit "A"** referred to in the affidavit of

Josie Parisi

Sworn before me this 23rd day of January 2025

A COMMISSIONER FOR TAKING AFFIDAVITS

Antonio Montesano, a Commissioner, etc., Province of Ontario, for BDO Canada LLP and BDO Canada Limited, and their subsidiaries, associates and affiliates Expires December 21, 2026



Tel: 416 865 0210 Fax: 416 865 0904 www.bdo.ca BDO Canada Limited 20 Wellington Street E, Suite 500 Toronto ON M5E 1C5 Canada

INVOICE

True North Freight Solutions 66 Citadel Crescent Brampton, ON L6P 1X8 Canada

Date Invoice No.

January 23, 2025 CINV3245809

Re True North Freight Solutions - REC

OUR FEE FOR PROFESSIONAL SERVICES RENDERED in connection with our Engagement in the above noted matter for the period May 1, 2024 to December 31, 2024 as per the details below:

Our Fee	\$ 663,440.00
Disbursements: Courier & Postage, Travel, Supplier Invoices	 \$5,527.26
Subtotal	 668,967.26
HST 13% (#R101518124)	 86,965.74
Total Due	\$ 755,933.00

Summary of Time Charges	Hours	Rate	Amount
J. Parisi, Partner	143.7	625.00	\$ 89,812.50
M. Marchand, Partner	3.2	625.00	2,000.00
G. Cerrato, Sr. Manager	1.7	550.00	935.00
K. McCoubrey, Sr. Manager	2.5	550.00	1,375.00
N. Sagolili, Sr. Manager	325.9	550.00	179,245.00
S. Burrowes, Sr. Manager	183.7	525.00	96,442.50
P. Naumis, Sr. Manager	196.7	550.00	108,185.00
A. Mak, Partner	7.4	625.00	4,625.00
P. Kouadio, Manager	65.9	450.00	29,655.00
K. Sae-Chua, Sr. Associate	254.3	350.00	89,005.00
R. George, Sr. Associate	91.0	350.00	31,850.00
T. Montesano, Associate	44.5	275.00	12,237.50
J. Hue, Associate	2.9	275.00	797.50
J. Jesuratnam, Associate	48.4	250.00	12,100.00
G. Arenas, Associate	12.0	225.00	2,700.00
M. Head, Associate	1.0	225.00	225.00
F. Iannilli, Associate	10.0	225.00	2,250.00
Total	1394.8		\$ 663,440.00

Staff	Date	Comments	Hours
G. Cerrato	2024-05-02	Internal strategy call with staff to coordinate taking possession.	1
J. Parisi	2024-05-06	Review Receivership materials and provide comments to A&B.	0.9
J. Parisi	2024-05-08	Call with staff for update. Call with Omni Tracks, call with Gowlings, receive and respond to various emails. Call from Ritchie Bros re auction. Call with A&B and BMO.	2.9
J. Parisi	2024-05-10	Finalize proposed receiver's report.	1.2
J. Parisi	2024-05-11	Respond to call from Live Patrol. Finalize report with A&B.	0.2
J. Jesuratnam	2024-05-14	Transported keys from Oakville to Toronto office	3
N. Sagolili	2024-05-14	Review of receivership motion materials. E-mails re: receivership order. Coordinate opening of bank account.	0.4
J. Jesuratnam	2024-05-15	Transported PC to Wellington office	0.9
J. Parisi	2024-05-15	Call with A&B and Chaitons to discuss changes to Receivership order. Call with ND LLP's counsel. Call with Solera and their counsel. Call with Maya re security review. Review email from Armour regarding location of vehicles.	0.6
J. Parisi	2024-05-16	Prepare for court attendance. Attend in court for appointment of Receiver. Call with TGF regarding location of assets. Review email regarding Macro Trucks. Review email regarding Williams & Associates. Call with CRA regarding trust audits. Review Breadner's claim.	1.6
J. Jesuratnam	2024-05-16	Visited site to account for trucks with working keys	6.5
K. Sae-Chua	2024-05-16	Inventory tasks on-site and coordination with J. Jesuratnam; update inventory listing; correspondence with internal team re updates; correspondence with receivables, creditors, and employees; update AR listing; respond to inquiries re lessors; analysis and investigations of receivables.	6.4
N. Sagolili	2024-05-16	Various e-mails from BMO and its legal counsel. Various e-mails from legal counsel. Review of letters to 3rd parties re: missing assets. Coordinate drive-bys re: missing assets. Attend re: vehicle key inventory, and 3rd party goods in trailers. Review of inventory listing. Review of reinsurance agreement. Follow-up with SBI Canada re: potential bank accounts. Follow-up e-mail to Canadian Tire re: outstanding AR. E-mails re: and coordination of preparation of ROE's and T4 slips. Receipt and review of receivership order.	2.2
P. Naumis	2024-05-16	Reclamation of property claim, review. Correspondence with claimant. Forward to counsel for review. Discussions with Josie re: deficiencies in PPSA registrations. Drive by of locations believed to have True North assets to review for assets. Macro Truck Sales and King Towing. Macro to large and fenced in could not identify any True North assets. King Towing no longer at last known address. Creditor calls. Review letter to Talka Credit Union, fax. Call with Amarpreet re: assisting Trustee with A/R collections.	3.2

Staff	Date	Comments	Hours
J. Parisi	2024-05-17	Internal update call. Call with Chaiton's to discuss issues and priorities. Update Call with A&B, BMO and Chaitons.	3.3
N. Sagolili	2024-05-17	Various e-mails from BMO and legal counsel. Call with J. Parisi, P. Naumis, and K. Sae-Chua to discussion various current issues. Attend call with legal counsel. Attend call with BMO and its legal counsel. E-mail to external accountant, and set-up access to portal. Review of documentation re: missing assets. E-mails re: coordination of T4 preparation and payroll records. Download working paper documents from external accountant.	4.7
K. Sae-Chua	2024-05-17	Internal team update call with J. Parisi, N. Sagolili, P. Naumis; correspondence with receivables, creditors, and employees; update AR listing; respond to inquiries re lessors.	4.3
P. Naumis	2024-05-17	Update call with BDO team. Call with Chaitons re: issues encountered and identified, strategy in pursuing various asset disposition, etc. Various calls and correspondence to Talka Credit Union re: cheque cashed. Call from Richie Bros. re: CWB trailer repossession.	3.25
N. Sagolili	2024-05-18	Download and review GPS report.	0.1
N. Sagolili	2024-05-20	Receipt and review of various e-mails. Various correspondence and phone calls re: locations of assets.	0.4
J. Parisi	2024-05-20	Review auditors working papers. Respond to questions from Chaitons regarding secured lenders. Review emails from Armour.	1.9
N. Sagolili	2024-05-21	E-mails from and call with S. Kang. E-mails from legal counsel. E-mails from BMO. Correspondence re: T4 preparation. Receipt and review of security invoice. Correspondence and review of external accountants' working papers. Coordinate update of receivership website. Set-up and create copy of QuickBooks data.	3.7
J. Parisi	2024-05-21	Call from MNP regarding premises. Call with Armour regarding history with True North. Call with Chaitons to discuss various action items. Discussions with P. Naumis regarding various issues. Call with Ritchie Brothers regarding picking up assets. Call with Armour re PPSA registrations. Update email to BMO. Call with M Poliak regarding next steps with realization strategy.	2.3
K. Sae-Chua	2024-05-21	Format and review True North's receivable and revenue cut off procedure working paper; update inventory listing with GPS report; correspondence with receivables and other stakeholders; correspondence with EDC and review emails and attachments; correspondence and review of emails and attachments from creditors re Form 74 and documentation.	4.1
P. Naumis	2024-05-21	Correspondence with Amarpreet Kaur re: AR collection assistance to Receiver. Draft term and task letter. Forward to counsel for review. Call with Ritchie Bros. re: liquidation, picking up trucks, transferring title of trucks, etc. Call with counsel re: leases, various securities, return of assets to third parties, etc.	4.25
N. Sagolili	2024-05-22	Discussions with K. Sae-Chua and P. Naumis re: various matters. Coordinate access to server for contractor and provide information on outstanding AR. Phone call with A. Singh re: T4 slips. Receipt	1.7

Staff	Date	Comments	Hours
		and review of 2022 and 2023 T4 slips and summaries, and e-mail re: same.	
J. Parisi	2024-05-22	Prepare court report (50% of time incurred).	1.3
K. Sae-Chua	2024-05-22	Correspondence with receivables and other stakeholders re inventory and outstanding balances; correspondence and review of emails and attachments from creditors re Form 74 and documentation; review of documentation for 3rd party goods; respond to internal team inquiries re operations.	7.4
P. Naumis	2024-05-22	Deal with retained contractor, start A/R collections, etc. Various correspondence from various third-party claimants re: trailers in our possession. Arrange for "occupancy check" of Harry and Manpreet's residences. And to serve Manpreet the Receivership Order. Update and correspondence with Ritchie Bros re: estimated values on certain assets claimed by third party. Discussions with Wells Fargo. Discussions and update with Kelly. Call with Halton Hydro re: access to cut power. Changing pole.	4.25
N. Sagolili	2024-05-23	Draft Receiver's Notice and Statement. Attend re: access to TransPlus for contract employee. E-mail to IT company. Receipt and review of numerous e-mails re: leased assets, third party assets, security checks, asset inventory, etc.	2.9
J. Parisi	2024-05-23	Email with MNP regarding occupation rent. Preparing 1st report of the Receiver.	1.6
J. Jesuratnam	2024-05-23	Sorted through trailer ownership documents to determine B/L, consignee, contents, etc.	7.5
K. Sae-Chua	2024-05-23	Correspondence with receivables and other stakeholders re inventory, outstanding balances, and creditor inquiries; review of documentation for 3rd party goods; respond to internal team inquiries re operations; provide instructions and correspondence with J. Jesuratnam re review of 3rd party goods documentation.	4.2
N. Sagolili	2024-05-24	Call with J. Parisi and P. Naumis re: outstanding matters and issues. Update and finalize Receiver's Notice and Statement. Receipt and review of numerous e-mails re: leased assets, third party assets, security checks, asset inventory, etc. Attend re: access to company server. Phone call re: missing assets. E-mails from Ritchie Bros. E-mails from BMO.	2.8
J. Parisi	2024-05-24	Update call with BDO team. Correspondence with Ritchie Bros re sale of vehicles. Calls with various creditors. Receiver numerous emails/POC's. Review 245 notice. Work on First Report. Review Meridian's claim and call with Chaiton's to discuss claim to vehicles also claimed by another lender.	2.3
J. Jesuratnam	2024-05-24	Entered ownership documents into Excel tracker	4
K. Sae-Chua	2024-05-24	Correspondence with J. Jesuratnam re review of 3rd party goods documentation; provide instructions and correspondence with A. Gawera and Proof Networks re server connection; correspondence with receivables and other stakeholders re inventory, outstanding balances, creditor and prior employee inquiries.	2.8

Staff	Date	Comments	Hours
P. Naumis	2024-05-24	team update call. Discussions and instructions to Jeshan re: truck/key reconciliation and customer goods envelopes. Call with Kelly re: live issues, work through. Various issues with third party assets, correspondence and communications. Call with counsel re: Macro Sales and Meridian security.	3
N. Sagolili	2024-05-25	Various e-mails from Ritchie Bros. E-mail to K. Sae-Chua re: insurance. Receipt and review of documentation for CRA trust examination, and e-mail to K. Sae-Chua re: same. E-mail to Golden Goose re: vacation accrual for WEPP claims. Follow-up e-mail to SBI Canada re: bank accounts. Follow-up e-mail to external accountant. E-mail to TransPlus re: software. E-mail to K. Sae-Chua re: e-mail server. Review of draft of Receiver's 1st Report and provide comments/edits.	1.8
J. Hue	2024-05-27	Email the notice of receiver, appointment order and endorsement with the OSB.	0.2
J. Jesuratnam	2024-05-27	Visited True North site to find specific trucks, pick up mail, and match keys to trucks missing keys	7.5
K. Sae-Chua	2024-05-27	Correspondence with J. Jesuratnam re key matching task; correspondence with A. Gawera re location of HSBC missing assets task; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; review of documentation for 3rd party goods; respond to internal team inquiries re operations.	6.3
J. Parisi	2024-05-28	Meet with Armour. Update memo re areas of realizations.	1.9
J. Jesuratnam	2024-05-28	Uploaded asset photos and inputted VINS into the Excel tracker	2.3
K. Sae-Chua	2024-05-28	Review of key matching file; correspondence with A. Gawera re third party goods task; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	5.2
P. Naumis	2024-05-28	Various dealings, A/R, Amarpreet, third party assets, etc. Third party claim	1.25
J. Parisi	2024-05-29	Attend call with M Poliak re progress on various areas of realization. Attend update call with A&B, BMO and Chaitons.	2.7
T. Montesano	2024-05-29	Open and circulate mail received; scan copy of AR cheques received	0.3
K. Sae-Chua	2024-05-29	Draft asset listing for Ritchie Brothers re vehicles to pick up; correspondence with internal team re same; correspondence with A. Gawera re missing trailer locations; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	7.2
P. Naumis	2024-05-29	Dealing with third party assets. Correspondence with secured lenders. Follow up on security. Call with counsel and update on various live issues, security registrations, etc.	3

Staff	Date	Comments	Hours
J. Parisi	2024-05-30	Call with M Poliak to discuss Talka, Armour and draft report. Respond to emails from BMO. Calls with Ritchie Bros.	2.2
J. Jesuratnam	2024-05-30	Attended site to assist hydro personnel, matched keys to trucks missing keys	7.5
K. Sae-Chua	2024-05-30	Review security documents obtained for Coast Capital and TFG Financial and correspondence with J. Parisi and Chaitons re same; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	6.8
P. Naumis	2024-05-30	Call with Ritchie Bros re: retrieval of assets in Georgetown yard, approval of HSBC and BlueShore, review of Quebec assets, etc. Meet with Eva and review keys, Live Patrol security, etc. Discuss customer goods on trailers.	1
J. Parisi	2024-05-31	Review email from Ritchie regarding proceeds from sale of vehicles. Review Auction services agreement and provide comments and edits. Call with M Poliak to go through comments on auction service agreement. Call with Ritchie Bros to discuss changes to auction agreement. Update call with Peter and Kelly.	1.4
J. Jesuratnam	2024-05-31	Updated truck VINs and photos	1.2
K. Sae-Chua	2024-05-31	Correspondence with FCA re insurance and compile information re same; correspondence with Proof Networks re email access; internal team update meeting with J. Parisi and P. Naumis; correspondence with A. Gawera re third party goods task; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	5.2
P. Naumis	2024-05-31	Review Ritchie Bros. auction agreement. Update call with BDO team. Call and status update with Ritchie Bros., asset removal, other assets. Correspondence to third party lessors re: documents.	1.25
J. Parisi	2024-06-01	call with Harry regarding missing equipment.	0.7
K. Sae-Chua	2024-06-01	Compile insurance information and send to FCA; compile bank statements for CRA trust audit; review emails from stakeholders re vehicles, third party goods, secured parties; update inventory listing; provide updates for internal team; address internal team inquiries re inventory.	2.8
N. Sagolili	2024-06-03	Review of e-mails re: Talka Credit Union. E-mails re: leased vehicles. Discussion with J. Parisi re: various matters. Discussion with T. Montesano re: WEPP and ROE's. Review of QuickBooks data for WEPP and ROE's. Follow-up re: insurance quote. E-mails from BMO and its legal counsel. E-mail from legal counsel. E-mail to Golden Goose re: access to original QuickBooks files.	3.5
P. Naumis	2024-06-03	Dealing with third party assets.	2
N. Sagolili	2024-06-04	E-mails from BMO and its legal counsel. E-mails from legal counsel. Download and review of files provided by external accountant, and e-mails from/to re: same. Follow-up e-mail to SBI Canada re: bank accounts. Review of various correspondence re: CRA and related	4.5

Staff	Date	Comments	Hours
		liabilities. Review of Statement of Affairs for bankruptcy of H. Randhawa. Phone call with Live Patrol. Attend call with BMO and legal counsel. Call with J. Parisi and P. Naumis re: ongoing issues and tasks.	
J. Parisi	2024-06-04	Update call with BMO and Chaitons (liquidation agreement, vehicle listing, funding, TUVs, etc.	1.1
P. Naumis	2024-06-04	Dealing with third party assets, a/r , follow up with Amarpreet. BDO team call and update	2.5
N. Sagolili	2024-06-05	Call with A. Gawera re: AR tasks to be completed. Provide AR information to A. Gawera. Phone call with A. Singh re: access to QuickBooks. Call with J. Parisi, P. Naumis, and S. Burrowes re: outstanding matters and issues.	2.5
T. Montesano	2024-06-05	Attend Canada Post re pick-up item, complete request for authorization form, send same to J. Parisi	1.1
J. Parisi	2024-06-05	Call with Maya to discuss PPSA conclusion and finalize auction services agreement.	1.1
P. Naumis	2024-06-05	Follow up with Amarpreet re: A/R reconciliation, A/R collections, customer goods invoice and details, etc. Dealing with third party assets. Follow up with Gowlings re: trailer on site, removal of goods, payment of a/r and this delivery. Various group calls with BDO team.	3
N. Sagolili	2024-06-06	E-mails from RBC. Follow-up re: access to QuickBooks. Various e-mails from legal counsel. Various e-mails from BMO and its legal counsel. Review of correspondence from Service Canada. Receipt and review of invoice from TransPlus. E-mails from/to National Bank. E-mail from former employee. Coordinate access to QuickBooks accounts. Review of potential discrepancies in payroll records, and related bank transactions. Discussion with J. Parisi re: third party assets, leased assets, and payroll records. Receipt and review of invoices from Golden Goose Advisory. Follow-up e-mail re: insurance. E-mails to Live Patrol re: premises. Coordinate security site visit. Various e-mails re: pick-up of vehicles.	5.1
J. Parisi	2024-06-06	Review PPSA summary with Maya, review payroll info with Nicole. Call with Ritchie Bros re liquidation services agreement.	2.7
T. Montesano	2024-06-06	Correspond with Amandeep Singh re request for SIN numbers, access QuickBooks to search for same; call with N. Sagolili re access to QuickBooks; access same update WEPP schedule	1.2
P. Naumis	2024-06-06	Dealing with third party assets, calls from former employee (Matt). information request from Manjeet. Communication with Ritchie Bros. re: asset removal tomorrow. Review Breadner support and review for asset equity. Call with Amarpreet re: services provided, payment, update. Call with Ron from Lennox Industries re: goods in Receiver's possession, arrange for removal, etc.	5.5
S. Burrowes	2024-06-06	Breadner lease review.	0.5
N. Sagolili	2024-06-07	Call with J. Parisi, P. Naumis, and S. Burrowes re: outstanding issues and tasks. Receipt and review of numerous e-mails re: third	4.4

Staff	Date	Comments	Hours
		party assets, leased assets, and other matters. E-mails re: site visit. Coordinate with various parties re: return of third-party assets. Coordinate drop-off trailers to Ritchie Bros. Review of signed releases re: third party equipment. E-mails re: insurance. Various e-mails re: pick-up of vehicles. E-mails to/from Ritchie Bros. E-mail to Golden Goose Advisory re: payroll records.	
J. Parisi	2024-06-07	Finalizing report with Maya. Responding to various emails from BMO and Chaitons. Calls with various creditors regarding their security. Releases for return of goods. Update call with staff.	4.6
P. Naumis	2024-06-07	BDO team update call. Call with Lennox re: retrieval of goods on site, payment of a/r, etc. Correspondence with Ritchie Bros.	1
S. Burrowes	2024-06-07	Review proof of claims and populate spreadsheet for vehicle equity calculation purposes. Contact TFG and CWB to obtain individual payouts of vehicles.	2.2
N. Sagolili	2024-06-10	Coordinate with various parties re: return of third-party assets, and numerous e-mails re: same. Various e-mails re: leased assets. E-mails re: drop-off trailers to Ritchie Bros. E-mails from/to Live Patrol. Receipt and review of Live Patrol invoices. Follow-up re: drop-off of 3 trailers. Receipt and review of Proof Network Solutions invoice. Receipt of bank transactions. Phone call to CRA trust examiner. Follow-up with BMO re: bank transaction information. Discussion with S. Burrowes re: release of third-party assets. Discussion with P. Naumis re: AR. Correspond with Lock It Security. Correspond with A. Kaur re: AR. E-mail to BMO re: payment records. Various e-mails from legal counsel. Receipt of documentation from Bank of Nova Scotia, and e-mail to legal counsel re: same.	4.2
J. Parisi	2024-06-10	Call with M. Poliak re finalizing court report and Schedule A to report. Correspondence with various leasing companies regarding releases and returning their goods.	3
P. Naumis	2024-06-10	Correspondence from and to Lennox re: customer goods release, outstanding A/R, and reconcile Lennox accounts and True North accounts. Call with Amarpreet re: status of various tasks. Call with Josie re: MacroTech asset purchase from True North, flow of funds, tracing exercise, etc. Various updates and calls with Nicole and Stephanie. Review list of BMO assets missing.	3.5
S. Burrowes	2024-06-10	Review Breadner payout figures and populate spreadsheet accordingly. Review buyout figure provided by TFG and respond to counsel to obtain separate payouts for the 10 individual trailers. Call with Josie and Maya to review schedule A and vehicle listing. Respond to Mr. Raju regarding truck. Draft release to Breadner. Review documents sent by Mr. Raju regarding return of vehicle, prepare release. Review TFG equity.	1.8
N. Sagolili	2024-06-11	Travel to and attend premises to facilitate release of various third-party trucks. Attend premises to facilitate inventory of assets by bailiff. Various phone calls with and e-mails to/from Ritchie Bros. Various phone calls re: third party assets. Receipt and review of motion record. Various e-mails from/to legal counsel re: Receiver's report to Court, vehicle VIN's, etc.	7.1

Staff	Date	Comments	Hours
J. Parisi	2024-06-11	Finalize report and appendices, calls with Maya re same. Calls with Ritchie Bros reschedule A to liquidation agreement. Correspondence with TFG and Coast regarding their assets.	2.7
T. Montesano	2024-06-11	Call with M. Peterson former employee re WEPPA	0.3
P. Naumis	2024-06-11	Ongoing discussions with Lennox and its carrier. Review Bison Interchange Agreement. Discussion with Chaiton's re: comfort and protection for Bison using trailers to deliver Lennox product. Dealing with missing BMO assets. Dealing with Ritchie Bros., truck and trailers in possession, missing key for truck, recommended refurbishments, etc. Continued management of Amarpreet. Update call with Chaitons and Ritchie Bros re: upcoming court motion and liquidation services agreement.	5
S. Burrowes	2024-06-11	Attend Georgetown location to meet with owner/operators to release trucks. Emails with Ritchie Brothers regarding release of truck at Bolton location. Update inventory spreadsheet.	4
N. Sagolili	2024-06-12	E-mails to/from Ritchie Bros re: trucks that were released. E-mails from leasing company. Attend re: payment to A. Kaur. Prepare cheque requisition. E-mail to A. Kaur. Prepare cheque requisition. Call with Golden Goose re: payroll records and unrecorded invoices. Meeting with J. Parisi, P. Naumis, and S. Burrowes to discuss outstanding issues. Phone call with Sustana re: third party goods, and various e-mails re: same. Phone call with former employee re: various matters. Look into Omnitracs access. E-mail to Live Patrol re: access list.	3.6
J. Parisi	2024-06-12	Calls with leasing companies, prepare surrender document for 79 Canada Corp. Update meeting with staff. Call with BMO regarding missing vehicles. Correspondence with TGF re HSBC vehicles.	2.1
M. Marchand	2024-06-12	Review and revise Court report;	1
P. Naumis	2024-06-12	BDO team meeting admin update. Dealing with Lennox and goods removal. Dealing with Amarpreet. Dealing with third party interests	1.75
S. Burrowes	2024-06-12	Email responses to Ritchie Bros regarding removing vehicles from auction, pick up of vehicles and keys. Email responses to Breadner. Memo to file. Review and make changes to Breadner release. Attend to missing BMO vehicles. Meeting regarding True North. Call with Ken regarding locating missing vehicles. Follow up with CWB. Update inventory tracker.	3.7
N. Sagolili	2024-06-13	Receipt of BMO bank statements. Various e-mails from legal counsel. Various e-mails to/from Ritchie Bros. E-mails from BMO. E-mail to Golden Goose re: updating AR. Attend re: various third-party goods and assets, and various discussions with P. Naumis and S. Burrowes re: same. Various correspondence with Bennington Financial. Correspond with Proof Networks re: access to remote desktop. Correspond with A. Kaur re: access to remote desktop. Update inventory tracker. Review of VIN searches for ownership information, identify incorrect VIN numbers, and e-mail to legal counsel re: same.	5

Staff	Date	Comments	Hours
J. Parisi	2024-06-13	Review and reply to numerous emails. Review court materials. Update to auction list.	1.2
P. Naumis	2024-06-13	Continued Lennox dealings, revised indemnity, revised pick up schedules, etc. Correspondence with Ken (DMK) re: trailer locating, use of OmniTracs, etc. Reconcile third party assets with customer goods trailer. Follow up with Amarpreet re: tasks. Follow up and correspondence with Ritchie Bros.	2.5
S. Burrowes	2024-06-13	Review VW POC and equity values. Review Toyota POC and fax Toyota regarding vehicle. Call with Emmanuel from CWB. Reviewed leases and emailed Emmanuel regarding vehicles in our possession and which we need separate payouts for. Email to TFG and lawyer regarding request for individual payouts. Emails to Eva regarding Concentra and possible reserve bid. Response to Concentra. Call and email to VW regarding vehicles not in our possession. Review Mitsubishi. Email to Bennington's lawyer re: vehicles in auction. Review Sustaina trailers to see who they are secured to. Review TFG's payouts. Review trailer 3rd party goods.	5.2
N. Sagolili	2024-06-14	Various e-mails from legal counsel re: Court attendance. Numerous e-mails re: third party goods and trailers. Various e-mails from/to Ritchie Bros. Call with J. Parisi, P. Naumis, and S. Burrowes to discuss outstanding issues. Various correspondence with A. Kaur and Proof Networks re: access to remote desktop. Correspond with Golden Goose Advisory re: updating AR. Attend re: access to Omnitracs. Respond to e-mail from former employee. Look into and respond to e-mail from Canadian Tire re: third party goods. Look into and respond to e-mail from Sustana re: third party goods. Coordinate pick-up of books and records. E-mails from A. Kaur re: AR.	4.8
J. Parisi	2024-06-14	Attend court for AVO. Correspondence with Ritchie Bros. Correspondence with Armour. Update call with staff. Equity analysis review with S. Burrows	1.1
P. Naumis	2024-06-14	BDO team meeting and update. Ongoing Lennox dealings and trailer pick up. Ongoing assessment of customer goods, trailers, etc.	2
S. Burrowes	2024-06-14	Meeting to discuss status. Email Rocco to arrange pick up of documents from Parm. Emails/Faxes to Ford and Canadian Dealer Lease regarding vehicles not in our possession. Review Coast, Daimler and Delage agreements and payouts to determine equity. Emails to Daimler to obtain individual payouts. Email to TFG regarding release. Make arrangements with Ritchie Brothers and Lennox regarding pick up of trucks and trailers on Sunday. Email Mitsubishi regarding trailers having 3rd party goods in them.	5.9
S. Burrowes	2024-06-16	Attend True North Georgetown location to meet with Lennox driver to take loaded trailer (was unable to remove trailer) and meet with tow truck driver for Ritchie Brothers to remove 3 trucks. Update tracking spreadsheet.	5
N. Sagolili	2024-06-17	Various e-mails re: third party goods and trailers at premises. E-mails to Proof Networks re: remote desktop access. E-mail to Golden Goose Advisory re: update of AR. Correspond re: Omnitracs	4.5

Staff	Date	Comments	Hours
		access. E-mail to Tara Roadlines re: third party vehicle. E-mails to/from Sustana re: third party goods. Draft indemnity agreement for Sustana. Discussion with P. Naumis and K. Sae-Chua re: outstanding matters. Receipt and review of Approval and Vesting Order. Review of documentation re: leased assets. E-mails to Coast Capital re: release of assets. Discussion with S. Burrowes re: leased assets and third-party goods.	
J. Parisi	2024-06-17	Correspondence regarding DEFT payments, correspondence with Alan Page re proof of claim. Correspondence with Ritchie Bros re finalizing list of vehicles to auction. Call with Chaitons regarding various issues.	1.1
K. Sae-Chua	2024-06-17	Update inventory listing; update receivable listing; correspondence with stakeholders; respond to internal team inquiries; internal team update meeting, coordination among internal team and customers re 3rd party goods and other inquiries; correspondence with Omnitracs and analysis re GPS tracker; review of emails and attachments.	4.9
P. Naumis	2024-06-17	Ongoing Customer goods issues, Lennox workout re: trailer safety certificate expired, third party assets, A/R, etc. Call with BDO team update status of admin and "to do list".	3.75
S. Burrowes	2024-06-17	Attend True North Georgetown location to review trailers to ensure they are empty prior to releasing and complete reconciliation of trucks at location. Prepare and send releases to Breadner and TFG. Prepare release for Coast. Investigate truck discrepancies. Update inventory listing. Complete equity calculations for trucks. Calls/emails with Rocco regarding pick up and drop off records from Parm's house.	6.3
N. Sagolili	2024-06-18	Call with P. Naumis and K. Sae-Chua re: status of various matters, including third party goods, AR, etc. Attend re: issues in accessing remote desktop and TransPlus system. Follow-up with Canadian Tire re: third party goods. Follow-up re: trailers in possession of third party. E-mails to/from Ritchie Bros. Coordinate release of assets to Coast Capital. Follow-up with Golden Goose Advisory re: updated AR listing. Prepare and e-mail invoice for Sustana re: third party goods. Various coordination of the return of third-party goods. Receipt and review of numerous e-mails re: various matters.	4.9
K. Sae-Chua	2024-06-18	Update receivables listing, inventory listing, format and analyze April and May 2024 bank statements for customer deposits; reconcile against AR listing; obtain 3rd party goods customer contact info from Transplus; correspondence with A. Gawera re Transplus technical issues; correspondence with stakeholders re inquiries; internal update meeting.	5.5
P. Naumis	2024-06-18	Customer goods, third party asset release, managing Amarpreet. Correspondence with parties believed to be third party good owners. Team meeting re: priorities and go forward.	2.5
S. Burrowes	2024-06-18	Attend Georgetown location to meet with Bison truck driver to release Breadner trailer with Lennox goods in it. Equity calculations, DLL, and emails re: truck/trailers. Emails with	4.8

Staff	Date	Comments	Hours
		Breadner re: trailers. Equity calculation LBC. CWB equity calculation and email response to Emmanuel and email to Eva for values of trucks. Email response to Daimler/Mercedes. Attend to emails re: 3rd party goods in trailers.	
N. Sagolili	2024-06-19	Correspond with Coast Capital and OBLR re: release of Coast Capital assets, and receipt and review of release. Various e-mails re: third party goods. Various e-mails re: leased assets. Review and update inventory spreadsheet. Call with J. Parisi, P. Naumis, S. Burrowes, and K. Sae-Chua re: outstanding matters.	5.8
F. Iannilli	2024-06-19	Prepare boxes, pulling out document/office supplies, IT products, and place in bankers' boxes, bring up to the meeting room.	2
J. Parisi	2024-06-19	Review and respond to various emails. Team update call.	1.3
K. Sae-Chua	2024-06-19	Internal team meeting re updates; review emails and attachments re 3rd party goods, empty trailer returns, and other stakeholder inquiries; correspondence with receivables and update receivable listing re same; obtain outstanding receivables balance for the 3rd party goods customers.	5.8
P. Naumis	2024-06-19	Meet with LockIT and SecureIt re: books and records from Parm, review, instructions to Franca. BDO team update call re: status of various items, customer goods, third party assets, a/r, etc. Correspondence from and to various customer good contacts re: collection of product and payment of account. Call with Chaitons re: BVD and Wells Fargo assets.	3.75
S. Burrowes	2024-06-19	Respond to Daimler's counsel regarding individual payouts. Prepare release for LBC and email same. Access Daimler information sent for individual payouts/proof of claims. Emails with Ritchie brothers regarding valuations. Emails with Concentra. Conference call re: updated on status of vehicles/trailers. Follow up with Breadner regarding accessing site to assess removal of trailers.	1.9
N. Sagolili	2024-06-20	Various e-mails re: leased assets. E-mails from legal counsel. E-mail to Ritchie Bros. re: assets to be released to Coast Capital. Travel to the premises. Facilitate the release of various trucks and trailers to Coast Capital and Breadner Trailers. E-mails to/from Ritchie Bros. E-mails to/from Sustana re: third party goods. Correspond with Breadner trailers. Phone call with Canadian Tire re: third party goods. Coordinate review of books and records.	6.5
J. Parisi	2024-06-20	Reconcile auction vehicles per agree to RBs list. Update call with BMO, Chaitons and A&B. Call with Trusted Truck Sales. Review letter from Harry's counsel and discussions with M. Poliak.	1.7
F. Iannilli	2024-06-20	Sort and review all boxes, label each one.	4
K. Sae-Chua	2024-06-20	On-site facilitation of the release of vehicles to Coast Capital and Breadner; review and gather physical books and records; review and respond to email inquiries.	6.8
T. Montesano	2024-06-20	Send request to IT to upload documents to website	0.2
P. Naumis	2024-06-20	Customer goods, third party assets, call from and to Wells Fargo. Review supplementary assets at Georgetown available for sale by	3.75

Staff	Date	Comments	Hours
		Receiver. note and update Ritchie Bros. Update to and from BMO. Travel to and form Trusted Truck Sales, review for tip on missing assets. Meet with and speak to Gidish. Walk yard and investigate for Ture North or North Shore assets. Draft letter to Greif re: ownership.	
S. Burrowes	2024-06-20	Review Daimler POCs and equity values. Email Eva for liquidation values.	0.4
N. Sagolili	2024-06-21	Call with bailiff. Coordinate release of trailers to Coast Capital and Breadner Trailers. E-mails from legal counsel. Various e-mails to/from and call with Sustana re: third party goods and payment of AR. E-mails to/from Canadian Tire re: third party goods. Draft indemnity for Canadian Tire, and e-mail re: same. Update indemnity for Sustana, and e-mail re: same. E-mails re: deposits into trust account. Obtain various invoice copies. E-mail to Golden Goose Advisory re: AR listing. Review of information re: trails with third party goods from Ritchie Bros. Receipt and review of e-mails re: various matters. Call with J. Parisi, P. Naumis, and legal counsel.	4.2
F. Iannilli	2024-06-21	Sort and review all boxes, label each one.	1.5
K. Sae-Chua	2024-06-21	Obtain and review invoices for Sustana from Transplus; review and respond to email inquiries re accounts receivables and inventory listing; correspondence with receivables re inquiries on bank account.	5.7
P. Naumis	2024-06-21	Ongoing follow ups and communication with customers re: goods in trailers, accessing and removing, etc. team call re: letter from Harry's counsel, etc.	2.5
S. Burrowes	2024-06-21	Email response to TFG lawyer regarding trailers with 3rd party goods. Email with Mitsubishi regarding release of trailers with 3rd party goods. Review LBC and LBEL leases in order to deal with release. Email to counsel regarding LBC release. Daimler equity calculation. Responded to Marina from Concentra regarding range of liquidation values. Email to Daimler. Calculate equity in CWB and email to Ritchies re: values and net minimum guarantee. Correspond with Maya re: Daimler's equity comments. Requested NMG from Ritchie Brothers for certain Mercedes trucks. Update inventory sheet.	1.9
N. Sagolili	2024-06-24	Travel to the premises. Facilitate the release of various trucks and trailers to Coast Capital and Breadner Trailers. E-mails to Ritchie Bros. re: release of trailers. E-mail to customer re: third party goods. Follow-up with Canadian Tire re: third party goods. E-mails to/from Sustana re: third party goods. Follow-up re: deposit of AR funds. Call with P. Naumis and S. Burrowes to discuss outstanding matters. Receipt and review of numerous e-mails re: leased assets, third party goods, AR, etc. E-mails from BMO and legal counsel.	5.3
J. Parisi	2024-06-24	Review and respond to emails regarding Manpreet Bal's bankruptcy. Prepare letter to CRA regarding 12R. Correspondence with RBC regarding certain transactions.	1.1

Staff	Date	Comments	Hours
J. Jesuratnam	2024-06-24	As per TASK0704492, time entered due to timesheet lockdown. Comment: Attended site to oversee the removal of company assets.	8
P. Naumis	2024-06-24	Ongoing customer goods workout and discussions with customers and counsel. Dealing with Greif trailer. Various 3rd party asset dealings. Draft Trailer Usage and Indemnity Agreement for Domtar.	3
S. Burrowes	2024-06-24	Attend True North location in Georgetown to facilitate release of trailers for Coast Capital, Breadner and TFG. Review CWB equity calculation. Correspond regarding potential release for Daimler. Review and receipt payment of RSLA from TFG. Update inventory listing for release trailers/trucks removed from location and safety dates for trailers.	5.3
G. Cerrato	2024-06-25	Review of correspondence received re Talka transactions; call with J. Parisi to discuss same.	0.7
N. Sagolili	2024-06-25	Travel to the premises. Facilitate the release of various trucks, trailers, and third-party goods to Coast Capital and Sustana. Emails re: receipt of funds in trust account. Coordinate future release of assets from the yard. Compile information for preparation of WEPP claims and ROE's and e-mail to T. Montesano re: same.	5.4
J. Parisi	2024-06-25	Review letter from Reid Lester (counsel to Talka). Correspondence with Chaitons re same.	0.7
K. Sae-Chua	2024-06-25	Draft True North's proof of claim and Schedule A for the bankruptcy of M. Bal and P. Bal; review emails and respond to inquiries from internal team and other stakeholders.	4.2
T. Montesano	2024-06-25	Send K. Sae-Chua incoming wire instructions	0.1
P. Naumis	2024-06-25	Continued dealings with customer goods. Dealing with Breadner trailer returned by Lennox. Update and dealing with MeridianOne trailer previously believed to contain CTE goods.	2
S. Burrowes	2024-06-25	Attend Georgetown location to facilitate the release of trailers to Coast Capital and Sustana. Reviewed discharge of RSLA, drafted and provided release to TFG. Respond to BNS re: Range Rover.	4.3
N. Sagolili	2024-06-26	Compile documents requested by Canada Revenue Agency for trust examination. Meet with CRA trust examiner. Call with J. Parisi, P. Naumis, S. Burrowes, and K. Sae-Chua re: outstanding matters. Coordinate release of leased vehicles. Discussions with T. Montesano re: preparation of ROE's and WEPP claims.	2.2
J. Parisi	2024-06-26	Call with Chaitons, BMO and A&B to discuss examinations.	0.8
T. Montesano	2024-06-26	Prepare ROE's	5.5
F. Iannilli	2024-06-26	Search for keys for Stephanie and Kelly., follow up phone call regarding Fed X to pick up the BMO machine.	0.25

Staff	Date	Comments	Hours
K. Sae-Chua	2024-06-26	Obtain and organize employee payroll journals for CRA trust audit request; review physical books and records; prepare for the release of vehicles on-site to secured parties.	7.3
P. Naumis	2024-06-26	Call with Kruger's counsel re: removal of goods. Continued dealings with customer products. BDO team update call. Call from Jass from Khasria Transport Ltd. re: assets in our possession.	2.75
S. Burrowes	2024-06-26	Respond to TFG and update inventory. Prepare CWB release and email same. Conference call to discuss status of releases, a/r etc. Follow up with Maya regarding LBC release and email to Eva to pick up trailer.	1.1
N. Sagolili	2024-06-27	Compile various reports and supporting documentation for trust examination of payroll and HST. Calculate pre-receivership HST returns, and coordinate preparation. Coordinate release of leased vehicles. Review of proposed amendments to indemnity and emails to Canadian Tire and legal counsel re: same. Discussions with T. Montesano re: WEPP claim and ROE preparation. Review of reconciliation of accounts receivable and unbilled deliveries, phone call with Golden Goose Advisory re: same, and provide update to BDO team re: same.	4.2
J. Parisi	2024-06-27	Correspondence with MNP regarding lease disclaimer, keys and alarm codes. Review various emails from Ritchie Bros re preliminary sale results.	0.7
K. Sae-Chua	2024-06-27	On-site release of vehicles secured by Coast Capital, TFG, Breadner; on-site facilitation of trailer returns from Sustana; review emails and respond to internal team inquiries; correspondence with A. Gawera re accounts receivable.	9.2
P. Naumis	2024-06-27	Dealing with - Third party goods. Customer goods and Amarpreet.	1.25
S. Burrowes	2024-06-27	Prepare letters for Bennington, BlueShore and Meridian OneCap to obtain registrations. Email letters to them. Forward Blueshore's letter to Ritchie Bros. Prepare and send Breadner release for trailers that had Sustana goods on them. Emails to CWB and Coast Capital regarding VIN searches. Provide documentation to Ritchie Brothers. Prepare second coast release and send same. Correspondence with Phil regarding remaining Breadner trailers on site. Review coordinates for trucks/trailers.	1.9
N. Sagolili	2024-06-28	Compile various reports and supporting documentation for trust examination of payroll and HST. Coordinate preparation of outstanding HST returns. Meet with Canada Revenue Agency trust examiner. Correspond with legal counsel re: third party goods. Coordinate release of assets from yard.	2.9
J. Parisi	2024-06-28	Review and respond to various emails from BMO. Attend FMOC for Parm and Manpreet. Call with M. Poliak re letter from Matthew Harris.	1.4
K. Sae-Chua	2024-06-28	On-site facilitation of trailer returns from Sustana; assess trucks on-site against inventory listing; review and respond to emails re operations.	8.6

Staff	Date	Comments	Hours
T. Montesano	2024-06-28	Prepare and file all outstanding HST returns on the RT0001 account	0.7
P. Naumis	2024-06-28	Update and dealing with Amarpreet. Dealing with customer goods.	0.5
N. Sagolili	2024-07-03	Numerous e-mails re: various matters, including leased vehicles, bankruptcies of guarantors, assets at premises, bank accounts, accounts receivables, etc. E-mails from legal counsel. Coordinate release of assets from yard. Compile various invoices requested by Canada Revenue Agency trust examiner.	2.6
F. Iannilli	2024-07-03	Box up the BSO machine, called Fed X for pick up, respond to Kelly and search for truck keys, place in envelope	0.45
J. Parisi	2024-07-03	Call with R. Gillespie to discuss various outstanding issues. Update memo re areas of realization.	0.9
K. Sae-Chua	2024-07-03	On-site facilitation of the release of vehicles to Coast Capital and removal of vehicles to Ritchie Bros; review and respond to emails re operations and inquiries.	6.9
P. Naumis	2024-07-03	Managing Amarpreet. Conference with Papire Masson re: customer goods. Follow up with Domtar re: customer goods. Follow up with other customers.	2
S. Burrowes	2024-07-03	Email to CWB regarding VIN searches. Review equity values from auction for certain creditors and provide chart.	1.1
N. Sagolili	2024-07-04	Call with legal counsel re: various matters. Call with BDO teams re: outstanding matters. Review of revised indemnity for Canadian Tire Corporation, and e-mail to legal counsel re: same. Coordinate release of assets from yard. Attend re: payment of invoices. Various e-mails from legal counsel and BMO's legal counsel. Various discussions with T. Montesano and J. Parisi re: accuracy of payroll records and preparation of WEPP claims. E-mails from BMO. Various e-mails re: secured creditors and assets. E-mails re: trailer located in US. Correspond with Ritchie Bros. re: insurance. Compiled missing POD information for request of information from H. Randhawa.	3.7
J. Parisi	2024-07-04	Call with Chaitons re response to M. Harris, prepare request listing, attend internal call re status update. Update listing of creditors as requested. respond to various emails. Discuss liquidation analysis with N. Sagolili. Review equity analysis.	1.1
K. Sae-Chua	2024-07-04	On-site facilitation of the release of vehicles to Coast Capital and inspection for the net minimum guarantee proposals; review and respond to emails re operations and inventory and account receivable inquiries.	6.7
P. Naumis	2024-07-04	Call from and to CWB re: Mahan Singh assets, location, release, etc. Team update call. Customer queries	2.25
S. Burrowes	2024-07-04	Attend conference calls. Discuss status of releasing vehicles. Prepare spreadsheet for auction realization and equity from auction. Prepare spreadsheet listing for secured creditors, claims filed and auction proceeds for tracking purposes. Correspondence with Coast Capital. Forward letter to Ritchie Bros to obtain Coast Capital registrations. Telephone call with Ford Credit and email.	3.6

Staff	Date	Comments	Hours
N. Sagolili	2024-07-05	Discussion with J. Parisi re: estimated realization. Phone call from Canada Revenue Agency re: trust examination, and e-mail update re: same. E-mail re: trailer located in US. Review of invoices and prepare numerous cheque requisitions. Various e-mails re: trucks and trailers. Receipt and review of corporate profile of related company. Various e-mails re: secured creditors. Preparing estimated realization.	3.7
K. Sae-Chua	2024-07-05	Correspondence with account receivables re outstanding balances; update receivables tracker re same; update inventory tracker; revise account receivable tracker with missing invoice balances and create template for A. Gawera; review emails and attachments.	5.4
P. Naumis	2024-07-05	Updates and discussions with customers re: goods and A/R.	0.75
S. Burrowes	2024-07-05	Respond to LBC Capital regarding release. Review letter received by De Lage regarding location of a trailer and forwarded to Josie. Call Parker Service regarding De Lage trailer in their possession and discuss storage costs and details. Email Parker Service re: same. Email De Lage.	1.1
N. Sagolili	2024-07-08	Review and compile proposed bailiff rates. E-mail to Golden Goose Advisory. Discussion with T. Montesano re: WEPP and Canada Revenue Agency trust examination. Preparation of schedule of estimated realization and related notes.	1.5
T. Montesano	2024-07-08	Prepare payment of invoice	0.3
K. Sae-Chua	2024-07-08	Review and respond to emails from account receivables, 3rd party good customers, internal team; update account receivable listing re same.	4.3
P. Naumis	2024-07-08	Follow up customer goods and missing assets. Correspondence with McKinley Papers and Papier Masson re: located assets. Suggestions Haulage North America bought or using some trailers. Track down Haulage NA. Correspondence to customers and parties believed to hold assets. Review list of assets from McKinley and Papier Masson to identify secured creditors attaching to.	2.25
N. Sagolili	2024-07-09	Preparation of schedule of estimated realization and related notes. Various e-mails re: 3rd party goods, assets, etc.	2.6
J. Parisi	2024-07-09	Review bank statements for Manpreet and Parm. Discussions with Rachel re status. Call with N. Sagolili to discuss payroll payments absent from bank statements. Call with R. Gilespie	1.4
T. Montesano	2024-07-09	Process payment of invoice	0.3
K. Sae-Chua	2024-07-09	Review and format Parmjit bank statements into Excel format; review and respond to emails from account receivables, 3rd party good customers, internal team; update account receivable listing re same.	4.6
P. Naumis	2024-07-09	Continued dealing with third party goods and customer product. Various communications and correspondence. Call with Haulage NA re: missing assets. Review trailers and locations provided by	3

Staff	Date	Comments	Hours
		customers., Pull VIN's, assess security interest and discussions with Ritchie bros.	
S. Burrowes	2024-07-09	Email to Rachel regarding De Lage trailer. Various emails with Maya regarding Mercedes and the VIN searches. Follow up with CWB regarding release and VIN search. Various emails with Coast requesting further documentation requests.	0.7
N. Sagolili	2024-07-10	Preparation of schedule of estimated realization and related notes. Various e-mails re: 3rd party goods, release of assets, and other matters. E-mails from BMO's legal counsel.	1.5
J. Parisi	2024-07-10	Call with Ritchie Bros re NMG, call with A&B to go through findings from review of Parm and Manpreet bank statements. Correspondence with Parm/Manpreet personal bankruptcy trustee regarding bank statement transactions and deficiencies.	0.6
P. Naumis	2024-07-10	Continued third party assets and customer goods chasing and follow up.	1.75
S. Burrowes	2024-07-10	Review Coast Capital leases for certain vehicles sold in the auction and forwarded same to legal counsel. Various emails with Coast re: trailer locations not in our possession and requesting documents. Various emails with LBC Capital regarding trailer not in our possession and its location.	0.4
N. Sagolili	2024-07-11	Preparation of schedule of estimated realization and related notes. Review of AR collections and analysis and calculate estimated AR realizations. Calculate funds deposited into BMO accounts. Review of auction settlement reports and asset equity calculations. Calculate estimated net proceeds for September auction. Instructions to K. Sae-Chua re: update of inventory listing, and review of same. Call with BMO re: schedule of estimated realization and various matters. Discussions with J. Parisi re: schedule of estimated realization.	5.1
J. Parisi	2024-07-11	Call with R Gillespie re status update. Walk through liquidation analysis. Discussions with N. Sagolili re liquidation analysis. Discussions with Ritchie Bros regarding liquidation of additional vehicles.	1.4
K. Sae-Chua	2024-07-11	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; update and reconcile accounts receivables and 3rd party goods listing; update inventory listing re auction sales and asset releases.	5.6
P. Naumis	2024-07-11	A/R tracking update. Customer goods discussions with customer counsel. Draft Usage and Indemnification agreements.	1.25
S. Burrowes	2024-07-11	Various emails regarding registrations for vehicles (CWB and Mercedes) and equity calculations. Respond regarding LBC Capital trailer. Left message for Emmanuel at CWB. Follow up with Coast. Assist with equity calculations for disbursement purposes. Call with Ford regarding release of interest.	1
N. Sagolili	2024-07-12	Discussions with J. Parisi re: schedule of estimated realization. Calls with BMO re: schedule of estimated realization and various	2.9

Staff	Date	Comments	Hours
		other matters. Make various revisions to schedule of estimated realization as per BMO's requests.	
J. Parisi	2024-07-12	Discussion with N. Sagolili to discuss liquidation analysis. Call with Utkarsh to discuss DEFT payments. Call with R. Gillespie and S. Julien regarding areas of realizations. Call with M Poliak re various VIN searches. Summarize SOA and appraisals for owners' homes included as part of their bankruptcies.	3.1
K. Sae-Chua	2024-07-12	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; coordination with BDO team re global portal set up.	2.6
P. Naumis	2024-07-12	Ongoing communication with customers re: goods in trailers, usage and idem agreement, a/r , etc. Ongoing third-party trailer issues.	1
S. Burrowes	2024-07-12	Review of PPSA registrations and POCs and respond to Josie.	0.3
N. Sagolili	2024-07-15	Review and address review notes on schedule of estimated realization. Revise and finalized schedule of estimated realization. Various e-mails to/from BMO. E-mail to legal counsel re: third party goods. Compile list of assets with missing locations and e-mail to bailiff re: same. Discussions with K. Sae-Chua re: inventory spreadsheet. Receipt and review of numerous e-mails re: various matters, such as encumbered assets, insurance, third party goods, release of assets, etc.	3.8
J. Parisi	2024-07-15	Review changes to liquidation analysis and provide comments to Nicole.	0.7
Alan Mak	2024-07-15	Initial review of working papers and issues; review receiver's analysis	2.3
K. Sae-Chua	2024-07-15	Correspondence with internal team re request for FY21 and FY22 working papers for North Shore; review email and attachments from third party claims and secured creditors; update account receivable listing.	4.1
P. Naumis	2024-07-15	Dealing with customer goods and third-party assets.	1.5
S. Burrowes	2024-07-15	Email response to Deepak from Coast Capital.	0.1
N. Sagolili	2024-07-16	Receipt and review of numerous e-mails regarding various matters including: bankruptcies of guarantors, 3rd party goods, release of assets, collections of accounts receivables. Coordinate information for review of external accountants' working papers.	4
J. Parisi	2024-07-16	Bank account analysis. Discussions with ${\tt M}$ Poliak re property lease and Daimler.	2.8
K. Sae-Chua	2024-07-16	Prepare statement of account for legal expenses; reconcile and compile invoices from Transplus for account receivables; review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders.	4.4
P. Naumis	2024-07-16	Tip from Amarpreet re: visual on True North asset in a yard. Travel to general location (HWY 410/Derry Rd. review various yards for assets. Locate trailer at Breadner Trailer yard. Third party lessor who leased certain assets to Debtor. Trailer was released to them	3

Staff	Date	Comments	Hours
		by Receiver. Dealing with customers re: goods in trailers. Call with Chaitons to discuss amendments made to our usage and indemnity form. Follow up with customers re: pick up goods or settling accounts.	
S. Burrowes	2024-07-16	Complete equity analysis is various trailers. Emails with Coast and legal counsel regarding registration of security. Follow up with CWB.	1.6
N. Sagolili	2024-07-17	Attend call with legal counsel, BMO, and BMO's legal counsel re: various matters. E-mail to external accountant. Receipt and review of numerous e-mails re: various matters, such as encumbered assets, insurance, third party goods, release of assets, etc.	1.8
J. Parisi	2024-07-17	Call with A&B and BMO re: examinations. Prepare questions for examinations.	2.4
K. Sae-Chua	2024-07-17	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; update inventory listing and account receivable listing.	3.6
S. Burrowes	2024-07-17	Emails regarding auction proceeds. Emails regarding release of trailers at 3rd party locations.	0.3
N. Sagolili	2024-07-18	E-mail to Golden Goose re: payroll records. E-mails to/from external accountant re: working papers. Receipt and review of numerous e-mails re: various matters, such as encumbered assets, insurance, third party goods, release of assets, etc.	1.9
Alan Mak	2024-07-18	Review of accountants' working papers, scoping and analysis, prepare questions for interview.	3.2
J. Parisi	2024-07-18	Review bank details and prepare questions for examinations.	2.3
K. Sae-Chua	2024-07-18	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; update inventory listing and account receivable listing; correspondence with TransRoaders re possession of Company assets; correspondence with BMO re corporate credit card transactions; correspondence with secured lenders and third-party goods customers re coordination of asset removal.	5.3
P. Naumis	2024-07-18	Customer goods update and finalization with Paper Massion. Trailer tracking update.	0.5
S. Burrowes	2024-07-18	Look into trailer releases at third party locations. Emails with Breadner re: same and Lennox. Attend to email correspondence and Coast Capital's counsel regarding their security. Left message for CWB and email regarding release and registration. Call with Isabelle from Papier Mason and emails regarding arranging pick up of trailers with 3rd party goods. Amend agreement for the trailers to be picked up. Call with Ritchie Bros re: picking up trailers.	2.6
N. Sagolili	2024-07-19	Review and provide comments of questions for examinations. Call with legal counsel and BMO's legal counsel re: examinations. Receipt and review of various invoices. Prepare cheque requisitions. E-mails from/to TransPlus. Review of QuickBooks and	4.6

Staff	Date	Comments	Hours
		compile copies of credit card statements. Discussions with J. Parisi and K. Sae-Chua re: credit card statements. E-mails from/to TransPlus. E-mails to/from Ritchie Bros. Correspond with Golden Goose Advisory re: payroll records. E-mails from/to external accountants. Receipt and review of numerous e-mails re: various matters, such as encumbered assets, insurance, third party goods, release of assets, etc.	
J. Parisi	2024-07-19	Call with A&B to prep for examinations.	1.5
F. Iannilli	2024-07-19	Searching for keys.	0.2
K. Sae-Chua	2024-07-19	Correspondence with BMO re credit card payments; review emails and attachments re third party claims and release of vehicles; update inventory listing; correspondence with Trans-Roaders re missing vehicle; correspondence with other stakeholders.	4.2
S. Burrowes	2024-07-19	Attend to agreement with Papiers White Birch to remove trailers to empty goods. Email to Eva at Ritchie Bros to advise of picking up and return of trailers. Instructions to Kelly regarding Papiers White Birch picking up the trailers next week. Various emails regarding the removal of the trailers next week. Call with Emmanuel from CWB and forwarded him email again. Various emails with Emmanuel regarding same. Prepare release letter to BNS. Email to Mitsubishi advising them of location of trailer.	1.8
N. Sagolili	2024-07-22	Attend call with Receiver of North Star Freight Forwarders Inc. and BMO's legal counsel. Correspond with Golden Goose Advisory. Review of DEFT documentation from BMO. Review of bank statements of compile list of DEFT payments requiring further documentation and e-mail to BMO re: same. E-mails re: AR collections. Attend re: insurance policy update. Discussions with J. Parisi re: examinations. Pull credit card statements and other information from QuickBooks. Review of various bank transactions re: foreign currency transactions.	4.8
J. Parisi	2024-07-22		0.5
J. Parisi	2024-07-22	Call with Mukul of Spergel in respect of North Star receivership. Examinations of Harvinder Randhawa and Jagdeep Randhawa (7 hours).	7.3
K. Sae-Chua	2024-07-22	On-site facilitation of 3rd party goods claim for White Birch and Coast Capital vehicle release; correspondence with A. Gawera and internal team re account receivable inquiries; review of bank statements for AMEX payments and correspondence with J. Parisi re same; correspondence with other stakeholders re inquiries; review and organize bank statements for Chaitons; review emails re inventory and update inventory listing re same.	8.6
T. Montesano	2024-07-22	Review of CRA correspondence; send Connie Wagstaff same to N. Sagolili	0.2
P. Naumis	2024-07-22	Ongoing customer goods and third party assets. Call with Domtar. Call with Maya. Follow up with Ritchie Bros re: costs to retrieve trailers in USA, custom fees, etc.	2.25

Staff	Date	Comments	Hours
S. Burrowes	2024-07-22	Review documentation sent by bankruptcy highway on behalf of BMW. Responded to Josie and Nicole. Email to bankruptcy highway to see if vehicle has been repossessed. Email response to Elaine at Mitsubishi regarding release of trailers. Follow up on outstanding a/r with White Birch. Look into Breadner trailers and respond to Peter.	0.5
N. Sagolili	2024-07-23	Follow-up e-mail to external accountant. E-mails from/to legal counsel re: 3rd party goods. Review of inventory list from Ritchie Bros. and reconcile to inventory spreadsheet, and various e-mails to Ritchie Bros. re: same. Attend re: update to insurance policy. Numerous e-mails re: various matters, including release of assets, 3rd party goods, status various assets, etc. Discussions with J. Parisi re: examinations.	4.3
J. Parisi	2024-07-23	Prepare questions for Parm/Manpreet examination. Attend examination of Parm and Manpreet Bal.	6.8
K. Sae-Chua	2024-07-23	On-site facilitation of 3rd party goods claim for White Birch; correspondence with third party trucking companies re the potential possession of True North/North Shore vehicles; compile and organize all bank statements for delivery to legal counsel; review emails and correspondence with secured lenders re release of vehicles; review emails and attachments re operational updates; sort and review physical books and records for customer goods.	7.7
P. Naumis	2024-07-23	Customer goods and third party inventory. Correspondence with Ritchie Bros re: asset retrieval, etc. Ongoing updates from Papier Masson re: goods retrieval and a/r payment.	1.75
S. Burrowes	2024-07-23	Respond to Josie regarding Daimler values. Review trailers/trucks still on site and investigate. Calculate equity in DDL trailers with net minimum guarantee, email Josie re: same. Review equity in Coast trailers, email Josie re: same regarding potentially releasing. Email to Emmanuel at CWB regarding vehicles on site with RSLA's and their plan for same. Investigate Wells Fargo trucks on site and email Peter re: same and if they should be picked up by Ritchie Bros. Follow up with LBC regarding signing of release. Looked into remaining Breadner trailers on site and responded accordingly to Breadner. Look into VINs supplied by CWB that they registered against and in True North's possession, but does not belong to True North.	3
N. Sagolili	2024-07-24	Updating of inventory spreadsheet, and discussions with J. Parisi re: same. Review of status of various trucks/trailers, and e-mails re: same. E-mail to Ritchie Bros. re: release of trucks/trailers. Various e-mails re: third party assets. Various e-mails re: release of trucks/trailers. Correspondence re: condition of the yard.	4.6
F. Iannilli	2024-07-24	Search for keys.	0.1
J. Parisi	2024-07-24	Debrief Maya re examinations. Go through inventory listing with N. Sagolili.	0.7
K. Sae-Chua	2024-07-24	On-site facilitation of 3rd party goods claim for White Birch; perform physical inventory count and correspondence with BDO team; correspondence with third party trucking companies re the	8.6

Staff	Date	Comments	Hours
		potential possession of True North/North Shore vehicles; review emails and attachments from secured lenders, Ritchie Brothers, and other stakeholders; sort and review physical books and records for customer goods.	
M. Head	2024-07-24	Bank recs	0.5
P. Naumis	2024-07-24	Update on trailer retrieval by Ritchie Bros. Update and correspondence with Paper Maisson re: trailer returns and A/R payment. Update call with RYAM re: customer goods. Issues with the return of trailers to Ritchie bros and Ritchie Bros not accepting.	3
S. Burrowes	2024-07-24	Emails to coordinate pick up of Wells Fargo vehicles on site. Prepare release for Coast trailers/trucks.	0.5
N. Sagolili	2024-07-25	Call regarding update on status of AR collections. Draft plan for remaining AR collections, and discussions with P. Naumis and K. Sae-Chua re: same. Call with legal counsel, BMO, and BMO's legal counsel re: examinations, etc. Review of physical inventory count results. Updating of inventory spreadsheet. Review of status of various trucks/trailers, and e-mails re: same. E-mail to Ritchie Bros. re: trucks without keys. Various e-mails re: third party assets. Various e-mails re: release of trucks/trailers. E-mails to bailiff for Coast Capital. Correspondence re: condition of the yard.	4.2
J. Parisi	2024-07-25	Call with BMO to debrief on result of examinations of Harry, Parm, Manpreet and Jagdeep.	0.7
Alan Mak	2024-07-25	Scope of review and correspondence with counsel and partner	1.2
K. Sae-Chua	2024-07-25	On-site facilitation of the release of Breadner vehicles and the pick up of vehicles owned by Wells Fargo by Ritchie Brothers; internal update meeting re accounts receivables; review physical proof of deliveries and invoices against missing invoice listing from Golden Goose Advisory; draft second notice account receivable letters; correspondence with A. Gawera re accounts receivable update; update accounts receivable listing; correspondence with N. Sagolili re inventory update; correspondence with P. Kouadio re task to download invoices from Transplus.	8.9
P. Kouadio	2024-07-25	Briefing with K Sae-Chua re: A/R reconciliation and testing of Fleet Manager system.	0.6
P. Naumis	2024-07-25	Ongoing third party assets, customer goods, a/r collection. Call with team, Kelly, Josie and Nicole re: updated collection efforts and admin status. Follow up with Paper Massion re: a/r. Follow up with McKinley re: goods removal.	2.75
S. Burrowes	2024-07-25	Responded regarding CWB and Daimler vehicles.	0.2
N. Sagolili	2024-07-26	Correspond with K. Sae-Chua re: physical inventory count. Updating of inventory spreadsheet. Review of status of various trucks/trailers, and e-mails re: same. E-mails to/from Ritchie Bros. Various e-mails re: third party assets. Various e-mails re: release of trucks/trailers.	3.9
K. Sae-Chua	2024-07-26	Respond to internal team inquiries re inventory, third party goods, and secured creditor claims; update internal team re accounts	5.5

Staff	Date	Comments	Hours
		receivable; organize and reconcile updated account receivables listing against bank statements, email correspondences, and books and records; correspondence with A. Gawera and P. Kouadio re account receivable tasks; correspondence with third party good customers and secured lenders re on-site arrangements.	
P. Kouadio	2024-07-26	Download various invoices from system re: A/R reconciliation; Calls and emails with team thereto.	3.3
J. Parisi	2024-07-26	Various discussions with Chaitons, Daimler and Ritchie Bros regarding discharging liens.	1.3
P. Naumis	2024-07-26	A/R collections, third party goods, lessor assets. Correspondence form and too counsel for TFG, trailer release, etc. Various correspondence with McKinley Papers to deal with its goods and timeline. Dealing with Ritchie Bros and trailer in Illinois, retrieval, border and customs issues, etc. Call with Cole Int'l re: importing trailer, CSBA and protocol.	3.75
S. Burrowes	2024-07-26	Prepare agreement to surrender trailer for Jagdeep to sign. Email to Harry forwarding agreement with instructions. Prepare TFG release and discuss with Peter. Make necessary changes. Forward Coast release for additional trailers and truck to Deepak at Coast. Correspond with Ritchie Brothers regarding obtaining registrations for Coast trailers. Update inventory tracker. Review updates on trailers/trucks by Peter to see if any releases needed to be issued. Emails regarding Khasria Transport and vehicles onsite. Emails with Ritchie Brothers regarding trailers in Quebec. Emails with Meridian regarding trailers in Quebec and if they want included in the auction. Emails with Ritchie Brothers regarding this. Emails to Daimler regarding 2 Mercedes vehicles and registrations regarding same. Email surrender agreement to Josie and Ritchie Brothers and further correspondence with Harry regarding same. Draft release for Khasria. Investigate trailer locations and correspond with Nicole regarding updating inventory.	3.3
N. Sagolili	2024-07-29	E-mails re: AR collections. Updating of inventory spreadsheet. Review of status of various trucks/trailers, and e-mails re: same. Various e-mails re: third party assets. Various e-mails re: release of trucks/trailers. Prepare various cheque requisitions.	3.5
P. Kouadio	2024-07-29	Update call with K Sae-Chua re: A/R reconciliation.	0.1
T. Montesano	2024-07-29	Review CRA correspond received; send copy of same to N. Sagolili	0.1
G. Arenas	2024-07-29	Banking inquiry. Posted funds received in accounting system.	0.4
K. Sae-Chua	2024-07-29	As per TASK0710187, time entered due to timesheet lockdown. Comment: On-site facilitation of the release of Coast Capital vehicles and other on-site tasks; update accounts receivable and inventory listing; review emails and attachments from stakeholders.	5.5
P. Naumis	2024-07-29	Ongoing dealings with customers for goods in trailers. Ongoing dealing with customers claiming interest in assets.	1
S. Burrowes	2024-07-29	Advise Ritchie Bros to pick up Meridian OneCap trailers and include in Quebec September auction. Email correspondence with Meridian	1.3

Staff	Date	Comments	Hours
		OneCap. Update inventory tracker. Follow up regarding TFG release. Responded to Coast and follow up with Ritchie Bros regarding trailers at yard and other trailer locations. Emails to Harry at Haulage North America regarding return of trailers. Review new CWB proof of claim submitted. Requested liquidation values from Eva in order to calculate equity, if any. Responded to CWB.	
N. Sagolili	2024-07-30	Receipt and download of working papers for external accountant. E-mail to BMO re: DEFT supporting documentation, and receipt and review of same. Compile and send various financial information to Golden Goose Advisory for payroll reconciliation. Receipt and review of various e-mails re: trucks and trailers. Update inventory spreadsheet. Follow-up with Ritchie Bros. re: assets. Follow-up with Canadian Tire Corporation re: 3rd party goods. Coordinate obtaining quote for clean-up of yard. Discussions with J. Parisi re: various matters.	4.8
P. Kouadio	2024-07-30	Download various invoices from system re: A/R reconciliation; Correspond with team thereto.	5.3
K. Sae-Chua	2024-07-30	As per TASK0710187, time entered due to timesheet lockdown. Comment: Respond to internal team inquiries re inventory, third party goods, and secured creditor claims; update internal team re accounts receivable; organize and reconcile updated account receivables listing against bank statements, email correspondences, and books and records; correspondence with A. Gawera and P. Kouadio re account receivable tasks.	4.1
P. Naumis	2024-07-30	Ongoing third party goods and asset dealings.	1
S. Burrowes	2024-07-30	Emails with Breadner re: location of trailers.	0.1
S. Burrowes	2024-07-30	Email follow up to LBC re: release of trailer/truck. Follow up on Delage equity and if we are to release or auction. Look into release of trailers/trucks on site.	0.3
N. Sagolili	2024-07-31	Receipt and review of various e-mails re: trucks and trailers. Update inventory spreadsheet. Various e-mails to/from Ritchie Bros. re: assets to be sold in auction and assets at premises. Call with J. Parisi, P. Naumis, S. Burrowes, and K. Sae-Chua re: outstanding issues. Phone call re: clean-up of yard. Prepare wire requisitions. E-mails to/from FCA Insurance. Call with H. Randhawa and J. Randhawa re: POD's for unbilled deliveries. Prepare insurance change form and updated asset list.	5.5
J. Parisi	2024-07-31	Review email from M. Poliak regarding Macrotech's counsel's email. Research history of vehicles and locations. Respond to M. Poliak and draft email to Macrotech's counsel. Call with M. Poliak re premises. Call with MNP and R. Fisher regarding the premises and the vehicles on the premises. Update call with staff.	2.4
G. Arenas	2024-07-31	Drafted wire letter.	0.3
K. Sae-Chua	2024-07-31	As per TASK0710187, time entered due to timesheet lockdown. Comment: On-site facilitation re the release of Khasria vehicles	5.3

Staff	Date	Comments	Hours
		and other on-site tasks; update accounts receivable and inventory listing; review emails and attachments from stakeholders.	
P. Naumis	2024-07-31	True North BDO team call and update, admin status, etc. Continued correspondence re: customer goods, third party assets and A/R collections. Draft letter to put customers on notice of abandonment of goods due to lack of communication, correspondence and co-operation with the Trustee/Receiver. draft letter to customers with goods re: abandonment.	2.25
S. Burrowes	2024-07-31	Various email correspondence regarding releasing trucks and trailers and including in auction. Review correspondence from VFS and respond to Josie. Follow up with Ritchie Bros regarding return of trailers. Equity calculation for CWB trucks. Prepare CWB release and send same requesting arrange removal of trucks. Correspond with TFS and bailiff regarding trailer at Ritchie Brothers. Prepare and provide Mitsubishi release. Correspond with Bennington regarding VIN search on truck. Correspond with Meridian OneCap and Lennox regarding potential purchase of trailer. Prepare and provide Breadner with Release for trailer at Ritchie Bros. Conference call regarding trailers on site, a/r, etc.	3.2
N. Sagolili	2024-08-01	E-mail to TransPlus re: continuation of services. Call with K. Sae-Chua and S. Burrowes re: TransPlus access, status of AR collections, etc. Call with BMO re: schedule of estimated realization. Execute indemnity and e-mail to Canadian Tire Corporation. Prepare invoice and e-mail to Canadian Tire Corporation.	2.6
P. Kouadio	2024-08-01	Download multiple invoices from Westrock from system re: A/R reconciliation; Correspond with team thereto.	5.1
J. Parisi	2024-08-01	Call with R. Gillespie re security review. Call with A&B and BMO re Phase one working paper docs review. Review and respond to various emails from various financiers and employees.	1.4
Alan Mak	2024-08-01	Call with counsel and client; instructions to staff.	0.7
K. Sae-Chua	2024-08-01	Internal team meeting with N. Sagolili and S. Burrowes re Transplus walkthrough and updates; reconciliation and update of account receivables and customer statements.	2.6
P. Naumis	2024-08-01	Continued dealing with customer goods and third party trailers.	1.75
S. Burrowes	2024-08-01	TransPlus tutorial and a/r transitioning. Respond to Bennington. Email to LBC re: release and removal of items. Review RSLA discharges record same in inventory tracker. Reconcile auction net proceeds in tracker with Ritchie Bros spreadsheet. Correspond with counsel regarding the discharges. Arrange for pick up of certain vehicles/trailers at Georgetown location.	3.9
N. Sagolili	2024-08-02	E-mails re: insurance. E-mails to/from Canadian Tire Corporation re: third party goods. Various e-mails re: third party goods. Receipt and review of invoices. Prepare various cheque requisitions. Time Block Comment	4.3

Staff	Date	Comments	Hours
		Receipt and review of various e-mails re: trucks and trailers. Update inventory spreadsheet.	
J. Parisi	2024-08-02	call with Daimler to discuss vehicle release. Review letter to customers with goods in vehicles at TN yard.	0.4
G. Arenas	2024-08-02	Contacted bank to process wire payment.	0.5
P. Naumis	2024-08-02	Customer goods correspondence. Tailer and finalize and get out to various customers.	4
P. Naumis	2024-08-05	Customer goods - Rayonier and Kruger. Usage and Indemnity Agreement.	1.25
N. Sagolili	2024-08-06	Compile AR information and send to customers. Review and respond to various e-mails re: third party goods. Receipt and review of various e-mails re: trucks and trailers. Update inventory spreadsheet. Phone call re: quote for clean up of yard. E-mail to Live Patrol re: security services. Correspond with FCA Insurance. E-mail from MNP Ltd. Re: security services.	4.2
P. Kouadio	2024-08-06	Compile multiple invoices from Kruger and send various emails with McCarthy Tetrault and team; Calls with K Sae-Chua, N Sagolili; Review collections report; Download multiple invoices from Craler and send to team.	3.8
J. Parisi	2024-08-06	Correspondence with M. Freak re Daimler vehicles.	0.4
G. Arenas	2024-08-06	Processed cheque requisitions, printed and mailed out cheques. Provided with banking information.	0.4
K. Sae-Chua	2024-08-06	Review emails and attachments re Company updates on third party goods and account receivables; correspondence with P. Kouadio re accounts receivable tasks.	1.9
P. Naumis	2024-08-06	Customer goods, third party assets	1.25
S. Burrowes	2024-08-06	Emails to Ritchie Brothers to pick up various trucks/trailers. Call with Greg from Craler regarding confirming trailers with goods on them and arrange for Kelly to take picture of trailer. Emails with Raynoir regarding indemnity agreement and picking up 3rd party goods. Draft indemnity agreement for C.A.T. Global and email same with wire transfer instructions to Stefan. Advise Coast of location of trailer. Emails with Papier Mason regarding location of trailers. Email release to Daimler. Emails with VFS regarding vehicles. Forward voicemail to Maya.	2.8
N. Sagolili	2024-08-07	Receipt and review of letter re: occupation of premises. Call with legal counsel. Review and respond to various e-mails re: third party goods, and release of various assets. Phone call with Proof Networks to set up access to e-mail inboxes. Compile list of user accounts required for access. Discussions re: WEPP claims. E-mail to Golden Goose Advisory re: update of payroll records. Review of proofs of deliveries in e-mail inbox, and instructions to R. George re: same.	5.4
J. Parisi	2024-08-07	Correspondence with A. Page re equity in Randhawa homes. Discussions with A. Mak re Phase 1 assessment. Correspondence	1.3

Staff	Date	Comments	Hours
		with RB regarding various vehicle issues. Correspondence with N. Sagolili re billing.	
G. Arenas	2024-08-07	Provided with banking inquiry regarding incoming wire.	0.2
K. Sae-Chua	2024-08-07	On-site facilitation of the releases of CWB and other on-site tasks related to third party goods and inventory; correspondence with internal team re same.	5.6
P. Naumis	2024-08-07	BDO team call, admin update.	0.5
S. Burrowes	2024-08-07	Conference call discussing occupation issue and legal letter received from MNP and outstanding issues. Modify Daimler release and verify discharge of RSLA. Send Daimler new release. Coordinate pick up and drop off of trailers with Raynoir to obtain 3rd party goods. Correspond with Wells Fargo regarding repairs to truck for auction. Coordinate pick up of trailers in Quebec with Eva from Ritchie Brothers.	3
N. Sagolili	2024-08-08	Review and respond to numerous e-mails re: third party goods, and release of various assets. Various communications with Canadian Tire Corporation. Correspond with Golden Goose Advisory re: payroll reconciliation. Compile list of DEFT supporting documentation required from BMO and TD bank, and request same from BMO and TD bank. Travel to premises. Facilitate return of 3rd party goods and release of assets to secured parties at the yard.	6.1
G. Arenas	2024-08-08	Posted incoming wire.	0.3
J. Parisi	2024-08-08	Review correspondence with Daimler. Review correspondence with Krueger. Call with M. Taylor re lease rates.	0.7
K. Sae-Chua	2024-08-08	Correspondence with N. Sagolili and S. Burrowes re on-site tasks; coordination with third parties re removal of vehicles by Ritchie Bros; review email re third party goods and Company updates.	2.6
T. Montesano	2024-08-08	Call with Gurvinder Singh re discuss status of WEPP process; review of paystubs provided; discuss pay not received.	0.4
P. Naumis	2024-08-08	Various matters, customer goods, etc.	1
S. Burrowes	2024-08-08	Attend True North Georgetown yard and facility and supervise release of trailers with third party goods and removal of trucks. Locate keys for Daimler vehicles. Various emails with Daimler to arrange removal of trucks. Various emails with Raynoir regarding return of trailers to Ritchie Bros and issues with trailers at Ritchie Bros. Correspondence re: LBC security and equity. Correspondence with McKinley Paper regarding payment of outstanding a/r and release of 3rd party goods trailers	6
K. McCoubrey	2024-08-09		2.5
N. Sagolili	2024-08-09	Review and respond to numerous e-mails re: third party goods, and release of various assets. Coordinate release of various assets. Request bank statements from BMO. Update schedule of estimated realization per BMO's request, and discussions with J, Parisi re: same.	3.9

Staff	Date	Comments	Hours
J. Parisi	2024-08-09	Call with Avison regarding market rates for leases. Read and respond to various emails from Breadner and LBC.	0.5
K. Sae-Chua	2024-08-09	On-site facilitation of the releases of Daimler, LBC, McKinley and other on-site tasks related to third party goods and inventory; correspondence with internal team re same.	5.6
P. Kouadio	2024-08-09	Download multiple invoices from TransPlus Fleet Manager; Review documents from Craler and correspond with team thereto.	4.8
S. Burrowes	2024-08-09	Review payment confirmation sent by McKinley and responded accordingly regarding 3rd party goods. Review agreement changes by Quaker and respond accordingly. Email correspondence with Breadner regarding trailers. Email response to Raynoir regarding safety on trucks. Update LBC release and email LBC re: same. Various emails with Breadner. Conference call to discuss status. Call with Quaker to discuss a/r and release of trailer with 3rd party goods on site. Arrange pick up of trailer with Quaker/Pepsi. Response to LBC bailiff.	3.8
N. Sagolili	2024-08-10	Review and respond to various e-mails re: third party goods. Receipt and review of various e-mails re: trucks and trailers. Update inventory spreadsheet.	3.9
N. Sagolili	2024-08-11	Attend re: payment of QuickBooks subscription. Review of physical inventory count of trucks and trailers left at the yard. Update inventory spreadsheet. Compile summary of assets at yard and related contact information for MNP LLP. Review of inventory listing from Ritchie Bros., cross-reference to inventory spreadsheet, and follow-up with Ritchie Bros. re: specific assets.	4.6
N. Sagolili	2024-08-12	Draft letter to secured creditors re: assets at yard. Draft letter to customers with 3rd party goods at the yard. Prepare insurance change form. E-mails to/from Live Patrol. E-mails to/from MNP re: yard. Various e-mails re: status of trucks/trailers, and 3rd party goods. Update inventory spreadsheet. Respond to inquiry from BMO on specific assets. Follow-up with BMO re: bank account information requested. E-mails from/to TD Bank. Correspond with Golden Goose re: payroll reconciliation. Correspond with T. Montesano re: WEPP. Respond to correspondence from PNC's counsel. Receipt of bank statements from BMO, and provide to Golden Goose Advisory. Discussion with S. Burrowes re: AR collections. Discussions with K. Sae-Chua and R. George re: AR letters. Review and update AR tracker with payments received from customers.	5.8
J. Parisi	2024-08-12	Review inquiries from A. Mak's team re information relied up on by the bank. Read and respond to emails from Ritchie Bros. Review and edit third party good and secured creditor letters. Correspondence with N. Sagolili re same.	1.2
P. Kouadio	2024-08-12	Download invoices from Transplus Fleet Manager; Call with S Burrowes.	3
K. Sae-Chua	2024-08-12	Internal meeting with N. Sagolili and R. George re accounts receivable tasks; update account receivable tracker.	3.4

Staff	Date	Comments	Hours
T. Montesano	2024-08-12	Review of statement of bank account	0.6
R. George	2024-08-12	Create corrections to the AR collections report by correcting formulas for the outstanding balance amount for each customer.	5
P. Naumis	2024-08-12	Continued follow up re: customer goods retrieval, payment of A/R and third party assets. Summarize and update information on remaining assets and customer goods for MNP follow up.	2.25
S. Burrowes	2024-08-12	Update contact information for lessors/financers of trailers/trucks still on site. Update location of certain trailers. Email correspondence with Quacker regarding trailers/3rd party goods. Email correspondence with John from McKinley Paper.	1.6
N. Sagolili	2024-08-13	Draft and send letters to parties with 3rd party goods at yard. Draft and send letters to secured creditors with assets at yard. Prepare summary of assets at yard, including status and contact information, for MNP Ltd. Review and revise AR tracker. Discussions with R. George re: AR letters. Call with legal counsel and BMO's legal counsel re: litigation and other matters. Receipt and review of various e-mails re: various matters.	5.8
J. Parisi	2024-08-13	Call with A&B and Chaitons regarding areas for realization. Review various correspondence from MNP regarding possession of the property. Correspondence with Chaitons regarding same.	0.9
P. Kouadio	2024-08-13	Download multiple invoices to North Shore and True North from multiple customers from Transplus Fleet Manager; Various correspondence with S Burrowes thereto.	5.3
R. George	2024-08-13	Created a summary of customers with pending accounts receivables as well as calculating the outstanding balances for each customer.	5
P. Naumis	2024-08-13	Update missing trailers located and status of recovery. Follow up with Ritchie Bros re: import # and ability to bring trailers in USA back to Canada. A/R discussion with Stephanie. Follow up on A/R payment form customers with goods released. Update inventory tracking.	2.5
S. Burrowes	2024-08-13	Attend to 3rd party goods. Various emails with Quacker and complete new indemnity agreement to arrange for removal of trailer with goods on it. Respond regarding McKinley a/r. Record auction payments on inventory spreadsheet. Email MNP for access to obtain trailer on site. Prepare surrender letter for Harry and email same.	2.2
N. Sagolili	2024-08-14	Coordinate return of keys to MNP Ltd. Follow-up with Live Patrol re: transfer of account. Follow-up with Golden Goose Advisory re: payroll reconciliation. Discussions re: AR collections. E-mails and phone calls re: assets at yard. Discussion with R. George re: AR letters. Provide QuickBooks access to forensics team.	2.5
P. Kouadio	2024-08-14	Download invoices from multiple customers from Transplus Fleet Manager; Correspondence with S Burrowes thereto; Correspond with Proof Network re: new access for R George.	3.8

Staff	Date	Comments	Hours
J. Parisi	2024-08-14	Correspondence with counsel for insurer in respect of wrongful death claim. Correspondence with John1 re vehicles secured to BMO. Review correspondence with MNP. Review correspondence with RB re info need to sell vehicles.	1.3
M. Marchand	2024-08-14	Matters related to stakeholder inquiries;	0.3
T. Montesano	2024-08-14	Mailout A/R letter	0.2
R. George	2024-08-14	Continued with the creation of the Mail merge summary, and worked on requested edits from senior managers review including updating addresses and separating city/province postal code from address.	5
P. Naumis	2024-08-14	A/R discussions.	1
S. Burrowes	2024-08-14	Review Craler invoices, proof of payment and request for discount. Email to Josie re: same with recommendation. Respond to Craler. Response to Daimler's counsel. Emails with Quacker regarding a/r. Reviewed McKinley emails and updated a/r tracker. Make change to indemnity agreement with Quacker regarding change of delivery location. Call with Nick from Bailiff Solutions acting on behalf of LBC. Forward Mahan Singh surrender letter to Ritchie Bros.	1.5
N. Sagolili	2024-08-15	Call with P. Naumis and S. Burrowes to discuss outstanding matters. E-mails from/to secured creditor. Follow-up with Golden Goose Advisory re: payroll reconciliation. Call with legal counsel re: correspondence from MNP Ltd. Update AR tracker file. Correspond with R. George and S. Burrowes re: AR collections and AR letters.	4.9
J. Parisi	2024-08-15	Review letter to MNP re premises. Call with M. Poliak re same. Review letter from various vehicle and 3rd party goods in respect of MNP's correspondence with them.	0.7
M. Marchand	2024-08-15	Matters related to stakeholder inquiries;	0.2
P. Kouadio	2024-08-15	Continue downloading invoices from Transplus Fleet Manager; Correspondence with S Burrowes thereto; Correspond with Proof Network re: new access for R George.	2.7
R. George	2024-08-15	Reviewed the listing of customer statements for completeness. For any accounts receivables with missing customer statements, created an excel summary of customer invoices for each separate customer which will be sent with the AR letter.	5
P. Naumis	2024-08-15	Update call with Nicole and Stephanie re: A/R, customer goods, lessor assets, vacating property. Call with Receiver's counsel and BDO team re: MNP correspondence, position taken and response. Correspondence from and to Eva (Ritchie bros) re: US assets, goods on trailers, etc.	2.25
S. Burrowes	2024-08-15	Review Meridian trailers and respond to Joanna from Meridian accordingly. Email to Eva regarding auction dates. Call with Nicole and Peter to discuss outstanding items and what needs to be completed in the next few weeks. Call with counsel to discuss the real property and response to MNP. Update a/r tracker.	2

Staff	Date	Comments	Hours
N. Sagolili	2024-08-16	Reconcile Ritchie Bros. inventory listing to inventory spreadsheet. Various e-mails to/from Ritchie Bros. Correspond with R. George and S. Burrowes re: AR letters. Review of correspondence from MNP Ltd.'s legal counsel. E-mail to Safety-Kleen. Follow-up with Golden Goose Advisory re: payroll reconciliation.	5.9
J. Parisi	2024-08-16	Review letter from MNP regarding occupation. Review and respond various emails from RB re sale of vehicles. Review update memo from N. Sagolili	0.9
T. Montesano	2024-08-16	Fax letter to Westrock	0.2
R. George	2024-08-16	Reviewing the outstanding balances that are to be used in the A/R letters and ensuring that they reconcile to the customer statements for all customers. Editing the customer statements to remove invoices that have already been received.	8
P. Kouadio	2024-08-16	Download invoices from Transplus Fleet Manager; Correspond with team thereto. $ \\$	2.7
P. Naumis	2024-08-16	Dealing with US assets (Marshalltown and Illinois) and Ritchie Bros. Alternative methods to import without import#. Costs, etc. Chase certain True North former employees to try and locate import# and save costs.	1.25
S. Burrowes	2024-08-16	Email to Eva regarding trailers at Ritchie Bros. Look for truck keys. Prepare letter and courier to MNP with keys.	0.5
N. Sagolili	2024-08-17	E-mails to bailiff. Various correspondence with J. Parisi re: various trucks and trailers.	0.3
J. Parisi	2024-08-17	Review various emails from N. Sagolili, S. Burrowes, M. Poliak, P. Naumis and Ritchie Bros re vehicles in the field and reconciliation with RB's listing. Provide direction regarding 3rd party goods, BVD vehicles and HSBC vehicles.	0.9
N. Sagolili	2024-08-18	Correspond with R. George re: AR letters.	0.1
P. Kouadio	2024-08-19	Call with team to discuss invoice downloading process.	0.2
R. George	2024-08-19	Downloaded and matched True North customers invoices to customer statements	5
P. Naumis	2024-08-19	Follow up on certain inventory queries.	0.75
S. Burrowes	2024-08-19	Respond to Josie regarding LBC Capital trailers/trucks. Review the a/r balance mail merge spreadsheet to ensure correct balances. Review a/r letters once mail merge complete to ensure correct balances reflected on letters. Instructions to Riyan with corrections to be made. Email correspondence with Earl regarding BMO truck. Instructions to Ritchie Bros to pick up truck at Vision Tool Tech. Emails to Ritchie Brothers regarding trailers at the yard. Email to Daimler to pick up their 2 trucks located at Ritchie Brothers. Attend to certain inventory items and updates.	2.5
J. Parisi	2024-08-20	Call with R Madeglia from Ministry of Labour. Review email to Kruger re outstanding amounts. Discussions with M. Poliak re letter to Kruger. Correspondence with M. Poliak re CAT. Respond to	1.1

Staff	Date	Comments	Hours
		emails from Daimler re repossession. Respond to emails from Ritchie Bros re assets to be included in September auction.	
M. Marchand	2024-08-20	Matters related to stakeholder inquiries;	0.1
R. George	2024-08-20	Downloaded and matched True North customers invoices to customer statements	5
P. Kouadio	2024-08-20	Download multiple customer invoices from TransPlus.	2.5
P. Naumis	2024-08-20	Discussions and update with Maya re: Kruger claims and assessment. Forward Receiver's correspondence between Kruger, its counsel and the Receiver to Chaitons. Ongoing updates with Ritchie Bros re: asset collection, status of US asset retrieval, etc. Review and comment on correspondence to Kruger's counsel.	2.25
S. Burrowes	2024-08-20	Attend to BMO truck at Vision Tool Tech. Various emails with Eva regarding same. Follow up email to Earl regarding location of truck. Look into potential RBC truck also located there. Email with Daimler regarding trucks at Ritchie Brothers. Prepare release for Coast and provide same. Prepare release to Mitsubishi and provide same. Email response to Kingsworld re: a/r outstanding. Review invoices from Kingsworld where Delage trailer is and respond to Josie and Peter regarding strategy. Advise Delage location of trailer and advise Eva to no longer pick up trailer.	1.9
J. Parisi	2024-08-21	Review changes to correspondence with Kruger. Call with MNP re rent, clean up and dealing with trailers on the lot.	0.8
T. Montesano	2024-08-21	Prepare and mail 2nd round of AP letters	1.5
M. Marchand	2024-08-21	Matters related to stakeholder inquiries;	0.1
R. George	2024-08-21	Prepared and mailed out customer statements and letters to send to customers with pending receivables.	5
P. Naumis	2024-08-21	Update and comments on Kruger matter, response to Kruger's assertions, etc. Update on C.A.T. Global issues. Correspondence to and from Ritchie Bros re: US assets, retrieval, costs, etc.	1.75
R. George	2024-08-22	Prepared and mailed out customer statements and letters to send to customers with pending receivables.	5
P. Kouadio	2024-08-22	Download customer invoices from Transplus.	1.7
P. Naumis	2024-08-22	Update and correspondence with lessor claimants. Update with Ritchie Bros re: US assets	1.25
S. Burrowes	2024-08-22	Look into truck 405 and respond to Josie. Emails to Earl (bailiff) and Eva (RB) regarding truck #484. Responded to Josie regarding repair invoices for truck #484 and approx. auction value. Looked into truck #463 ownership and responded regarding recommendation to leave truck (not owned by True North). Go through True North working files for storage information. Email to Addie at Ryam regarding return of trailers.	2.4
G. Arenas	2024-08-23	Received cheque, posted it in Ascend and deposited it at the bank.	0.4

Staff	Date	Comments	Hours
T. Montesano	2024-08-23	Process payment of OR filing fees; draft letter transfer of funds to bankruptcy administration	0.5
P. Kouadio	2024-08-23	Attend to various requests for download of customer invoices from TransPlus and correspond with S Burrowes and R George re: same.	4.5
P. Naumis	2024-08-23	Trailer tracking. Correspondence to DMK. Correspondence from and to Ryanier re: a/r and trailer return. Correspondence with Ritchie Bros re: goods on trailers at yard. Correspondence with McKinley re: trailer return. Correspondence with Westrock contact re: trailer in USA. A/R update. Correspondence with DMK Express re: Westrock contact. Call to various Westrock numbers. Email various Westrock contacts. Reconcile Kruger A/R accounts.	3.25
S. Burrowes	2024-08-23	Update a/r tracker for payment. Reconcile Quaker payment remittance to come and email to Quaker regarding outstanding invoices not included. Returned a bailiffs call and left message. Call with the bailiff for LBEL. Email response to VFS regarding selling trailers/trucks. Advised LBC bailiff of locations of trailers. Provide Peter with Kruger outstanding invoice information. Follow up on status of trailer TN1317.	1.9
G. Arenas	2024-08-26	Processed cheque requisition, printed and mailed out cheque.	0.3
P. Kouadio	2024-08-26	Download more than 150 invoices from various customers from TransPlus and discuss with R George; Organize invoices with team. Correspond with S Burrowes re: statement of accounts and search for same.	6.5
J. Parisi	2024-08-26	Review and respond to email from John 1 re distribution of proceeds. Review and respond to email from MNP regarding releasing equipment on site to Safety Clean. Review and respond to emails from Macrotech.	0.5
M. Marchand	2024-08-26	Matters related to stakeholder inquiries;	0.2
T. Montesano	2024-08-26	Prepare payment of OSB filing Fees	0.2
R. George	2024-08-26	Downloaded customer invoices from True North companies accounting software for all pending receivables.	5
P. Naumis	2024-08-26	Continued dealings with inventory, customer goods, etc. Correspondence and details to Ritchie Bros re: trailers in Florida. Call from and discussions with Sid of MacroTech re: trailer ownerships for purchased assets. Review with counsel. A/R update with Stephanie	2
S. Burrowes	2024-08-26	Reviewed a/r information for payment sent by Route Trans. Reviewed bank statements and responded accordingly. Reviewed documentation provided by Kingworld and responded accordingly, updating tracker. Attend to correspondence received from Logistics & Customs. Verified payment and responded accordingly. Look into a/r owed by Green First and respond by email accordingly. Update inventory regarding return of trailers. Update a/r regarding Larway. Respond to Larway and request Lou to move funds from transit to the receivership account.	1.4

Staff	Date	Comments	Hours
P. Kouadio	2024-08-27	Download invoices from multiple customers from TransPlus; Correspond with S Burrowes re: customer invoices and PODs; Call with creditor and correspond with J Parisi thereto.	4.3
J. Parisi	2024-08-27	Review emails from M. Poliak re Macrotech and provide comments. Review email from Golden Goose regarding wages. Review emails from Ritchie Bros re releasing liens.	0.9
T. Montesano	2024-08-27	Review of payroll information provided by Golden Goose; calculate owed wages and update WEPP schedule accordingly	1.6
R. George	2024-08-27	Downloaded customer invoices from True North companies accounting software for all pending receivables.	5
P. Naumis	2024-08-27	Dealing with inventory. Follow up with Ryanioer re: a/r. Review of MacroTech correspondence. Review June auction results and values of similar trailers received. Comment to Chaitons. Email from Papier Masson re: a/r collection attempts. Query what this is considering paid under Usage and Indemnity Agreement. Investigate. Update from S.E.C. and notice recently received on collection of new invoice. S.E.C. paid what Receiver understood was owing at time of Usage and Indemnity Agreement signed. Now new invoice. Review and respond to Yves.	2.25
S. Burrowes	2024-08-27	Respond to Vergers regarding a/r and update tracker. Received information and tracked payments to bank statements. Verify payment by Minieraux Mart and respond accordingly. Respond to CWB regarding remaining trucks onsite. Review correspondence from Laneway Logistics and responded regarding outstanding a/r. Look into MK Transport a/r and respond accordingly. Attend to S.E.C. Papier a/r. Email BMO for August banking activity. Look into Nordan Express a/r and request invoice and POD. Review information provided by Right Service, confirmed receipt of a/r payment and email response. Returned National Cold Chain's call re: a/r and left message.	2.4
G. Arenas	2024-08-28	Bank inquiry in regards with a wire transaction	0.1
J. Parisi	2024-08-28	Correspondence with John Gil re distribution of proceeds. Review emails from John Gil re additional info required to assess reliance on information.	0.4
M. Marchand	2024-08-28	Matters related to stakeholder inquiries;	0.1
P. Kouadio	2024-08-28	Download invoices from Transplus and discuss with team.	0.8
R. George	2024-08-28	Downloaded customer invoices from True North companies accounting software for all pending receivables.	6
P. Naumis	2024-08-28	continued inventory and customer good dealings. Correspondence from and to counsel for TFG. Discussions and update from Stephanie.	1.25
S. Burrowes	2024-08-28	Forwarded outstanding invoice to Nordan and updated tracker. Email to Ritchie Bros to confirm certain trailers were returned. Confirm sale of certain vehicles. Verify payment by Heritage and respond accordingly, updating tracker. Prepare releases for TFG and Coast for trailers at Ritchie Bros. Confirm Laneway payment.	5.4

Staff	Date	Comments	Hours
		Updated records accordingly. Respond to Kingworld regarding accounts receivable. Review information from Gateway and updated a/r accordingly. Review correspondence from Ideal Logistics, requested invoices and updated the a/r tracker. Review proof of payment from Radiant, responded accordingly and updated a/r. Requested copy of invoice and POD for National Cold Chain sent same to them. Respond and provide invoices to El Met Parts. Instructions to banking to confirm receipt of Quaker payment. Verify payment from Vitesse and respond accordingly, updated records. review agreement send by LBC Capital's bailiff to sign to surrender trailers. Forward same to counsel for review and responded to the bailiff. Forward invoices to Patti at M2 per request. Review GL and auction proceeds and reconcile same to prep draft of interim R&D.	
P. Kouadio	2024-08-29	Correspond with Company re: customer statements in Transplus; Review invoices and discuss with team.	0.4
M. Marchand	2024-08-29	Matters related to stakeholder inquiries;	0.2
J. Parisi	2024-08-29	Respond to S. Hans regarding letter to Armour Insurance.	0.2
R. George	2024-08-29	Downloaded customer invoices from True North companies accounting software for all pending receivables.	6
P. Naumis	2024-08-29	Call with Chaitons re: Kruger A/R matters, etc. Continued follow up on inventory. Issues with trailers in Florida at WestRock yard. Flat tire and broken landing gear. Call to WestRock to enquire about ability to repair and costs. WestRock unable to effect repairs. Follow up with Ritchie Bros and see if they can provide quote.	2.5
S. Burrowes	2024-08-29	Follow up with Mitsubishi re: release that was provided. Review inventory listing and update vehicles at Ritchie Bros. Review insurance listing and update same to reflect only those vehicles at Ritchie Bros and email insurance change from to FCA. Respond to Ritchie Bros queries regarding certain vehicles. Emails regarding vehicles located at Vision Tool. Review correspondence from VTL and responded accordingly, updating notes on a/r tracker. Reviewed information sent by Zipline Logistics for a/r and responded requesting further documentation. Correspondence with Radiant regarding their a/r. Email response to National Transport and update a/r tracker. Reviewed payment proof by Quarterback and verified same, responded accordingly and updated a/r. Call with Vision Transport regarding CAD and USD receivable. Verified receipt of CAD receivable and emailed them copy of outstanding US invoice. Returned Andrea from Rettinmier's call and left message. Review correspondence from Westrock and respond accordingly. Reviewed payment information provided by Delmar and responded, updating a/r tracker. Call with Harpreet from MK Transport. Respond to JDI Logistics. Email response to Nordan.	5
N. Sagolili	2024-08-30	Review of various e-mails re: WEPP claims, status of trucks and trailers, AR collections. E-mails from legal counsel and BMO.	1.3

Staff	Date	Comments	Hours
J. Parisi	2024-08-30	Review correspondence regarding Kruger receivable. Correspondence with RB regarding vehicles to be included in September auction.	0.2
N. Sagolili	2024-09-03	Call with legal counsel, BMO, and legal counsel. Receipt and review of various e-mails re: occupancy, AR collections, and other matters.	1.3
J. Parisi	2024-09-03	Prepare agenda, attend update call with BMO, A&B and Chaitons.	1
T. Montesano	2024-09-03	Look through binder for car registrations/ownerships	0.7
R. George	2024-09-03	Downloaded various A/R invoices to use in following up on collecting from customers.	2
P. Naumis	2024-09-03	Ongoing inventory issues and correspondence. Follow up on Kruger queries.	0.75
S. Burrowes	2024-09-03	Attend to invoices and PODs and updating a/r tracker. Review proof of payment provided by Wellington Freight Motor and respond regarding same. Forward Domtar USD invoices per email request. Review further information provided by Zipline and responding. Review information from JDI and verify certain payments. Respond to JDI. Correspondence with Energy Logistics, sending direct deposit. Email response to LBC's bailiff. Interim R&D. Provide invoice to Pathmark. Email correspondence with Pathmark and update a/r. Review and confirm Rettenmaier payments. Email response to Rettnemaier and forward them missing invoices. Verified Explorer Logistique's payment and responded accordingly. Review info provided by National Freight and responded accordingly, requesting copy of cancelled cheque. Respond to American Transport regarding a/r. Review information provided by Carrier Drive and confirmed receipt of payments. Email response to Carrier Drive.	4
N. Sagolili	2024-09-04	Review of e-mails from BMO. E-mails re: bankruptcies of guarantors, and AR collections. Review invoices. Prepare cheque requisitions/	1.6
J. Parisi	2024-09-04	Review and respond to email from A. Page regarding equity in Randhawa's homes. Call with M. Poliak to discuss various file issues, including Randhawa equity, BNY examination, Kruger issue.	0.8
G. Arenas	2024-09-04	Received, processed and deposit cheque at the bank.	0.3
M. Marchand	2024-09-04	Matters related to stakeholder inquiries;	0.2
T. Montesano	2024-09-04	Call with N. Sagolili re preparing WEPP, review information provided by Golden Goose; update WEPP tracking sheet accordingly	0.8
T. Montesano	2024-09-04	Correspond with Eva Smoluch from Ritchie Bros and J. Parisi arrange to have same pick-up from office	0.6
P. Naumis	2024-09-04	Ongoing, inventory and $\mbox{\ensuremath{a/r}}$ matters. Call from Inderjit re: truck in yard.	1

Staff	Date	Comments	Hours
S. Burrowes	2024-09-04	Attend to reconciliation of outstanding a/r. Follow up with Craler regarding payment. Provide Westrock with copies of invoices. Emails with Carrier Drive re: the CAD account and provide outstanding invoices. Email response to Rettenmeier. Email response to Delage regarding certain trailers to be included in auction. Attend to signed release from TFG. Attend to receipt of cheque from Nordan. Call with Christine from Millwood Logistics re: outstanding a/r. Verify National Freight payment and respond accordingly. Update info from Carrier Driver. Email response to Meiborg. Discussions with Peter regarding TFG and trailer with goods on it.	2.3
N. Sagolili	2024-09-05	Receipt and review of various e-mails re: AR collections, customer inquiries, etc. Correspond with Golden Goose Advisory re: payment of accounting services, and coordinate payment. Receipt and review of invoice from Golden Goose Advisory. Prepare cheque requisition. Review of payroll reconciliation, and e-mail to Golden Goose Advisory with questions re: same. Discussion with T. Montesano re: WEPP claim calculations. Obtain vacation accrual reports from QuickBooks.	4
P. Kouadio	2024-09-05	Correspond with P Naumis re: PODs in Transplus; Correspond with IT regarding access to remote desktop; Search for PODs in TransPlus; Upload invoices.	1
T. Montesano	2024-09-05	Correspond with Everett Lukacs re status of wire transfer; call with L. Dula regarding same;	0.2
T. Montesano	2024-09-05	Call with N. Sagolili to review and discuss information provided by Golden Goose	0.4
M. Marchand	2024-09-05	Matters related to stakeholder inquiries;	0.3
J. Parisi	2024-09-05	Review and respond to emails from CAT regarding MNP not allowing CAT to pick up their equipment.	0.3
P. Naumis	2024-09-05	Ongoing inventory and a/r dealings. Query from Landshark, review and respond. Review available books and records for any Kruger communication/contracts to delineate between Kruger Services and Kruger Products. Upload Kruger invoices and proof of deliveries to data room. Correspondence from and to TFG and their counsel. Call with TFG's counsel re: last remaining trailer, ongoing 3rd party good issue, release of all other TFG assets, etc.	2
S. Burrowes	2024-09-05	Looked into TFG assets and respond to Peter accordingly. Follow up on insurance. Follow up with M2 on review of True North invoices. Review their payment reconciliation and update a/r tracker. Call with Roseanne from JDI regarding making payment and respond to Ross' email from JDI regarding outstanding amounts. Email response to Rob from Trans Axle regarding equipment left at yard. Email response to Jessica at TGF regarding proof of claims. Verify payment by Platinum Cargo and email response. Review C.A.T. a/r and provide info to Josie. Review information received from Kangaroo Logistics and responded accordingly.	2.3

Staff	Date	Comments	Hours
N. Sagolili	2024-09-06	E-mails from/to Golden Goose Advisory re: updated payroll reconciliation. Review and revised updated payroll reconciliation. Discussion with T. Montesano re: WEPP claim calculations. Discussion with J. Parisi re: various matters. E-mails re: AR collections and other matters. Review of correspondence from Canada Revenue Agency. Payment of QuickBooks subscription.	3.5
T. Montesano	2024-09-06	Call with N. Sagolil to discuss information provided by Golden Goose; revise WEPP schedule accordingly; complete query listing form requested by CRA; fax form to same.	0.9
G. Arenas	2024-09-06	Processed cheque requisitions, printed and mailed out cheques.	0.4
N. Sagolili	2024-09-09	Discussions with T. Montesano re: WEPP claims. Review of WEPP information form for employees and provide comments to T. Montesano. E-mails re: access to remote desktop. Review of invoice and prepare cheque requisition.	1.6
P. Kouadio	2024-09-09	Review invoices in TransPlus and correspond with TransPlus IT and team re: customer statements.	0.2
J. Parisi	2024-09-09	Call with Sid of Macrotech. Follow up with M. Poliak. Review email to MNP re rent.	8.0
P. Naumis	2024-09-09	Update on A/R, inventory and Kruger. Draft termination notice to Amarpreet re: term and task.	0.5
R. George	2024-09-09	- Downloaded customer Invoices from Fleet manager in order to share with the customers that have pending accounts receivables.	3
S. Burrowes	2024-09-09	Respond to Green First regarding outstanding a/r. Review information Patti from M2 Logistics sent and email response.	0.4
N. Sagolili	2024-09-10	E-mail from FCA Insurance. Prepare cheque requisition. E-mails re: AR collections. Look into inquiry on bank accounts. Discussion with S. Burrowes re: potential bank account at RBC Bank N.A. Draft and e-mail letter to RBC Bank N.A. E-mail to Golden Goose Advisory re: inquiries from forensics team.	4.2
P. Naumis	2024-09-10	Inventory issues. Correspondence with Eva re: Florida trailer and repairs required. Correspondence and evaluation from Eva re: Wisconsin trailer.	1
J. Parisi	2024-09-10	Review and respond to emails from Daimler, RBC and CWB.	0.4
S. Burrowes	2024-09-10	Correspondence with TGF. Email response to El-Met regarding payment of invoices. Requested banking transactions for August and September from BMO. Email response to Nationwide Transport regarding payment of a/r. Verify Kangaroo Logistics payment and responded accordingly. Prepare letters for CWB, Meridian and Mercedes to obtain registrations for Ritchie Bros and send same. Review information provided by Porter Warner and responded accordingly. Receipt Rettenmaier's payment and advised Rettnemaier that it was received. Review information provided by Kerry Logistics, responded accordingly and updated a/r. Review information provided by CA Overland and responded accordingly regarding a/r. Look into potentially another bank account. Review	4

Staff	Date	Comments	Hours
		August BMO bank statement and record payments made for a/r. Follow up with Quaker regarding a/r. Respond to LBC's bailiff.	
N. Sagolili	2024-09-11	Discussions with T. Montesano and J. Parisi re: WEPP. Discussions re: AR collections. E-mails re: bankruptcies of guarantors. Phone call from Canada Revenue Agency. Review of various e-mails re: status of inventory. Update inventory tracking spreadsheet.	2.8
P. Naumis	2024-09-11	Inventory and a/r updates. Correspondence with Ritchie Brothers re: Wisconsin trailer. Update Kruger a/r matter, missing invoices, etc.	0.75
J. Parisi	2024-09-11	Call with A. Page to discuss Randhawa equity.	0.3
P. Kouadio	2024-09-11	Review invoices from Kruger and pull invoices requested by counsel from TransPlus; Email thereto.	0.5
T. Montesano	2024-09-11	Send request to IT to update website	0.1
T. Montesano	2024-09-11	E-mail WEPPA Information Forms to former employees	0.6
S. Burrowes	2024-09-11	Reviewed information sent by ISG and responded accordingly, updating a/r. Forwarded invoices to Gatorade. Return Kevin from R2 call. Update a/r tracker for returned letters.	0.6
N. Sagolili	2024-09-12	Review and reconcile TransPlus statement and payments made. Emails re: AR collections. Coordinate removal of user access for TransPlus software and remote desktop.	1.4
P. Naumis	2024-09-12	Correspondence with Amarpreet and termination and term and task. Call with counsel for TFG (David Powrie) re: last remaining trailer. Forward information. Follow up with Ritchie Bros re: trailer with goods and pictures of product to determine ownership. Update re: assets in Florida and Wisconsin.	1.25
G. Arenas	2024-09-12	Processed cheque requisition, printed and mailed out cheque.	0.2
S. Burrowes	2024-09-12	Attend to obtaining invoices requested by customers. Respond to Westlake. Review Krueger payments and update a/r tracker. Review payments sent by Carrier Drive as proof of payment and trace to bank statements. Discuss deposits into Talka account with Nicole. Forward requested information to R2. Attend to discharge of lien. Look into Mitsubishi truck onsite at Georgetown. Review Nulogx/Gatorade payment and update records.	1.7
N. Sagolili	2024-09-13	E-mails from Ritchie Bros. E-mails re: AR collections and invoice payments.	0.2
P. Naumis	2024-09-13	Correspondence with counsel for TFG. Follow up with Ritchie Bros re: trailer with product. Follow up with Ritchie Bros on asset in Wisconsin.	0.3
F. Iannilli	2024-09-13	Moving out boxes from the meeting room to a locked storage room.	1
R. George	2024-09-13	- Downloaded customer Invoices from Fleet manager in order to share with the customers that have pending accounts receivables.	6
M. Marchand	2024-09-13	Matters related to stakeholder inquiries;	0.1

Staff	Date	Comments	Hours
S. Burrowes	2024-09-15	Email response to Emmanuel at CWB. Review documentation Westlake provided for payment of invoices. Requested Riyan to pull certain invoices and responded to Westlake.	0.4
P. Naumis	2024-09-16	Inventory queries. Follow up form counsel to TFG. Follow up with Ritchie Brothers.	0.5
G. Arenas	2024-09-16	Received cheque. Processed cheque and deposited at the bank.	0.2
S. Burrowes	2024-09-16	Attend to receipt of a/r cheques and update a/r listing. Email response to CWB.	0.3
N. Sagolili	2024-09-17	E-mails re: AR collections. Discussion with T. Montesano re: WEPP.	0.2
P. Naumis	2024-09-17	Correspondence from and to counsel for TFG. Correspondence to Chaitons. Ritchie Bros review of contents evidencing Kruger Products. Correspondence from McKinley re: trailer in Wisconsin. Update	1
		from Ritchie Bros re: trailer transportation costs and recent valuations. Instructions to Ritchie Brothers.	
T. Montesano	2024-09-17	Work on WEPP	0.5
R. George	2024-09-17	Downloaded customer Invoices from Fleet manager in order to share with the customers that have pending accounts receivables.	2
S. Burrowes	2024-09-17	Review various information provided by Quaker and respond accordingly. Correspondence with Hawtree regarding potential a/r. Correspondence with R2 Logistics regarding payment of a/r. Provide Westlake with copies of invoices. Several emails with Domtar providing invoices. Call with Dubois regarding outstanding a/r.	1.7
N. Sagolili	2024-09-18	Discussion with T. Montesano re: WEPP. E-mails re: AR collections. E-mails from Ritchie Bros.	0.5
P. Naumis	2024-09-18	Review correspondence and payment advise from Kruger counsel. Reconcile with books and records, bill of ladings and trailer numbers. Update Kruger's counsel and enquire on remaining accounts. Update Kruger's counsel on TFG trailer at Ritchie Brothers with Kruger content and intentions. Update TFG's counsel re: determination of customer and working toward resolving. Correspondence form and to Amarpreet re: term and task and amounts believed owing.	1.25
G. Arenas	2024-09-18	Received cheque, processed it and deposited it at the bank.	0.2
J. Parisi	2024-09-18	Correspondence with A. Page re settlement with Randhawa's. Correspondence with M. Polika re Talka examination. Correspondence with counsel to RBC regarding vehicle at True North yard.	0.4
F. Iannilli	2024-09-18	Moving all remaining boxes to the locked storage room, email Lorilee, Katy and cc Nicole.	0.2
P. Kouadio	2024-09-18	Correspond with S Burrowes re: Transplus and customer payments; Call with P Naumis re: Kruger invoices and corresponding TN and	1.8

Staff	Date	Comments	Hours
		BOL; Download multiple invoices from Transplus and save on network; Discuss with R George re: invoices.	
T. Montesano	2024-09-18	Correspond with E. Lukacs from Linamar re payment of AR	0.1
S. Burrowes	2024-09-18	Looked into value of trailer and advised TGF of same. Emails with Domtar and record updated info in a/r tracker.	0.6
N. Sagolili	2024-09-19	E-mails re: AR collections. Discussion with J. Parisi and e-mails re: auction proceeds. E-mails from Golden Goose Advisory. E-mails from BMO.	0.6
G. Arenas	2024-09-19	Received cheque, processed it, and deposited it at the bank.	0.3
M. Marchand	2024-09-19	Matters related to stakeholder inquiries;	0.1
S. Burrowes	2024-09-19	Email response to Transplace regarding a/r. Review a/r payments received to reconcile remuneration owing to Armanpreet. Email to counsel regarding discharge of liens. Update inventory spreadsheet for September auction proceeds. Update R&D and double check for RSLAs.	2.8
N. Sagolili	2024-09-20	Leave voice-mails for Canada Revenue Agency re: correspondence on HST. Discussions with T. Montesano re: WEPP. Compile information requested by Canada Revenue Agency.	1.1
P. Naumis	2024-09-20	Follow up with Ritchie Bros re: US trailers, costs to repair and bring back, etc. Correspondence from and to TFG counsel. Correspondence from and to Amarpreet. A/R collection issues.	1
S. Burrowes	2024-09-20	Attend to Gatorade remittance report for a/r. Respond to Mitsubishi. Review correspondence from Coast Capital and forward same to legal counsel with supporting documentation.	0.6
S. Burrowes	2024-09-22	Looked into Coast Capital correspondence and responded to legal counsel. Correspondence with MK regarding outstanding a/r.	0.4
N. Sagolili	2024-09-23	Call with legal counsel re: outstanding matters. E-mail to legal counsel re: RBC NA bank account.	1.4
P. Naumis	2024-09-23	Update call with BDO Team and Chaitons.	1
G. Arenas	2024-09-23	Received USD cheques, processed them and deposited them at the bank in CAD currency. Updated records in Ascend.	0.4
M. Marchand	2024-09-23	Matters related to stakeholder inquiries;	0.1
J. Parisi	2024-09-23	Internal update call.	0.6
T. Montesano	2024-09-23	Receive and review WEPP information forms; create WEPP proof of claims, e-mail same to WEPP claimants; receive and review WEPP POC; enter same into Service Canada; update WEPP tracking sheet accordingly	1.1
T. Montesano	2024-09-23	Work on True North & North Shore response to CRA examination	1.5
S. Burrowes	2024-09-23	Conference call with counsel and BDO team to discuss distribution, sale proceeds, security and other matters.	1

Staff	Date	Comments	Hours
N. Sagolili	2024-09-24	Follow-up re: unpaid invoices. E-mails re: AR collections. Various e-mails re: assets. Call with Canada Revenue Agency. Discussion with T. Montesano re: requests from Canada Revenue Agency.	8.0
P. Naumis	2024-09-24	Discussion with Stephanie re: Domtar and A/R cheques received. Follow up with OmniTracs re: invoices. Follow up re Coast assets and recent correspondence re: trailers at yard and not advised of.	0.5
J. Parisi	2024-09-24	Update email to John 1 regarding the status of 3 vehicles leased by BMO. Correspondence with Spergel re equity calculation regarding Bal's equity in homes. Call with J Gil regarding equity calculations for Bal and Randhawa.	1.3
S. Burrowes	2024-09-24	Emails with Transplace regarding payment of a/r. Review proof of payment provided by Domtar and email response. Looked into issues raised by Mitsubishi and responded to Elaine. Review information provided by Westrock and updated a/r listing regarding status of various invoices. Responded to Westrock. Reviewed documents provided by CWB for the Mahan Singh Great Dane vehicle, provided same to counsel and requested proof of delivery from CWB. Review proof of payment provided by Westlake, verified and updated a/r. Responded to Westlake. Look into CWB Great Dane Trailer and email to Eva at Ritchie Bros regarding same.	3.3
N. Sagolili	2024-09-25	Discussion with J. Parisi re: various matters. E-mail to Ritchie Bros. re: inventory list. E-mail to P. Bal re: missing Proofs of Delivery. Discussion with S. Burrowes re: AR collections. Various e-mails re: secured assets and other matters. Discussions with T. Montesano re: requests from Canada Revenue Agency re: HST. E-mails re: AR collections and other matters. Call with S. Burrowes to discuss status of AR collections. Update call with legal counsel, and BMO and its legal counsel.	3.5
P. Naumis	2024-09-25	Inventory matters. Follow up with OmniTracs re: invoices and specifically May.	0.5
J. Parisi	2024-09-25	Review R&D with Stephanie. Call with N. Sagolili re A/R, Update equity. Update agenda. Attend True North Update call.	1.7
T. Montesano	2024-09-25	Work on response to CRA HST examination; extract information from QuickBooks	2.2
M. Head	2024-09-25	August bank rec	0.1
S. Burrowes	2024-09-25	Call with Josie to discuss R&D and distribution. update accounts receivable. Discussed a/r collections with Nicole and status of trucks/trailers. Email response to Elaine at Mitsubishi. Email response to Virginia at Transplace regarding cheque being sent for a/r. Email to counsel regarding discharge of liens and response to Ritchie Bros. Emails with CWB regarding payout for Great Dane and certificate of delivery. Respond to Westlake.	1.5
N. Sagolili	2024-09-26	Discussion with T. Montesano re: Canada Revenue Agency requests. Compile information requested by Canada Revenue Agency.	1.4

Staff	Date	Comments	Hours
P. Naumis	2024-09-26	Call with OmniTracs, sort out May invoice. Update from Ritchie Brothers re: US trailer retrieval and amended quote. Assess for equity. Query from Amarpreet. A/R matters.	1
G. Arenas	2024-09-26	Received cheques with US funds and CDN funds. Processed them, and deposited them at the bank. Updated records accordingly.	0.4
T. Montesano	2024-09-26	Work on response to CRA re HST examination; pull invoices, Tax Detailed Reports for the period covering May 2022 to May 2024,	1.9
N. Sagolili	2024-09-27	E-mails re: AR collections, auction proceeds, and other matters. E-mail from P. Naumis re: invoice, and prepare cheque requisition. E-mail from LivePatrol. E-mails from customers re: outstanding AR. Update AR tracking sheet.	2.8
P. Naumis	2024-09-27	Call from and to Live Patrol re: unauthorized access to property. Advise BDO no longer in control and need to contact MNP. Correspondence form counsel for TFG. Correspondence with Richie Brothers re: US trailer. Follow up with Ryonier re: A/R, setting up as customer, etc.	1
J. Parisi	2024-09-27	Correspondence with A. Page regarding settlement on Randhawa's equity. Call with M. Poliak regarding her discussion with BDC and their position on the 10th Line property.	0.6
N. Sagolili	2024-09-29	Follow-up e-mail to P. Bal re: missing POD's. E-mail to Live Patrol.	0.2
N. Sagolili	2024-09-30	Correspond re: unpaid invoice. E-mail from T. Montesano re: requests from Canada Revenue Agency, and e-mails to/from Golden Goose Advisory re: same.	0.4
J. Parisi	2024-09-30	Call with J Gil and M Poliak to discuss MNP's settlement offer. Correspondence with Golden Goose regarding HST filings and support. Reconcile Sept 11 auction proceeds. Review email from Chaitons re counter to MNP.	0.9
N. Sagolili	2024-10-01	Compile various documents requested by Canada Revenue Agency for HST audit. Various discussions with T. Montesano re: requests from Canada Revenue Agency. E-mails to/from and phone call with Golden Goose re: pre-receivership HST returns. Discussion with J. Parisi re: various matters. Various e-mails re: AR collections. Review and update questions for examination of M. Bhatra, and e-mail to legal counsel re: same.	2.8
N. Sagolili	2024-10-01	09/30/2024 - Compile various documents requested by Canada Revenue Agency for HST audit. Various e-mails re: unpaid invoices.	0.8
P. Naumis	2024-10-01	A/R collections and call to and from Ryanioer re: payment, customer set up, etc. Update and correspondence with Ritchie Bros re: US trailer retrieval and assets consigned by Daimler. Correspondence from and to counsel for TFG re: last trailer.	1.25
J. Parisi	2024-10-01	Prepare examination questions for examination of Manpreet Batra. Call with S. Hans to go through my questions.	1.6
G. Arenas	2024-10-01	Received cheque. Processed it, and deposited it at the bank.	0.2
T. Montesano	2024-10-01	Work on response to CRA HST examination; bind information	3.5

Staff	Date	Comments	Hours
N. Sagolili	2024-10-02	Various phone calls with Canada Revenue Agency re: audit of HST account, and various discussions with T. Montesano re: same. Emails to/from Live Patrol. Update re: examination. E-mail re: insurance.	2.6
P. Naumis	2024-10-02	Update retrieval of trailer in Florida. Correspondence from and to Amarpreet. Correspondence with counsel. Review Term & Task from Amarpreet. Review collections and accounting of commission structure. Forward revised accounting to Amarpreet.	1.25
J. Parisi	2024-10-02	Review correspondence to MNP.	0.3
G. Arenas	2024-10-02	Received cheque, processed it, and deposited it at the bank.	0.2
T. Montesano	2024-10-02	Conversation with N. Sagolili and E. Barrette CRA examiner re HST examination; prepare and send request for CRA on-line access through represent a client; call CRA business window re on-line access	1.8
N. Sagolili	2024-10-03	Various discussions with T. Montesano re: same. E-mails to/from Golden Goose Advisory re: HST returns. E-mails re: AR collections. Update to J. Parisi re: HST audit.	1.5
P. Naumis	2024-10-03	Dealing with Amarpreet and commission reconciliation under Term & Task. Communication with Ryanoir re: receivable payment. Update from Kruger counsel re: goods on trailers. Updated proof of claim from Kruger and advice of account payment. Review and reconcile with our files. Discussions with Chaitons and BDO team. Update on transport of trailer from Florida and current location.	1.5
G. Arenas	2024-10-03	Received cheque , processed it, and deposited at the bank. Processed cheque requisition and printed cheque.	0.3
T. Montesano	2024-10-03	Work on response to CRA re HST examination, pull information from QuickBooks	2.7
J. Parisi	2024-10-03	Call with M. Poliak re Krueger email and MNP counter offer on rent.	0.4
N. Sagolili	2024-10-04	Discussions with J. Parisi and T. Montesano re: Canada Revenue Agency HST audit. Various e-mails re: AR collections.	0.6
P. Naumis	2024-10-04	Follow up correspondence from Kruger's counsel re: evidence of payment, etc. Reconcile with books and records and bank statements. Correspondence with counsel. further information request from McCarthy's. Receive, review and reconcile.	1.5
J. Parisi	2024-10-04	Discussion with N. Sagolili re challenges with CRA re HST receivable. Call with TFG regarding vehicles on the premises.	0.4
T. Montesano	2024-10-04	Fax documents to CRA re HST	4.5
R. George	2024-10-04	- Downloaded customer invoices to follow up on A/R collections.	2
P. Kouadio	2024-10-04	Discuss status with N Sagolili and R George; Review and download invoices from Transplus.	1
J. Parisi	2024-10-04	NRV calculations and reconciliation of remaining vehicles. Correspondence with N. Sagolili re same.	3.3

Staff	Date	Comments	Hours
N. Sagolili	2024-10-07	Various e-mails re: AR collections. Receipt and review of invoice. Correspond with TransPlus re: freight management software. Various e-mails re: forensic review. Attend re: Canada Revenue Agency HST audit.	2.2
P. Naumis	2024-10-07	Correspondence with counsel. Kruger A/R, remaining balance, reconciliation, etc. Correspondence and update with Ritchie Bros. re: trailer recovered from Florida, put in October auction, etc. A/R emails.	1
J. Parisi	2024-10-07	NRV update.	1.4
R. George	2024-10-07	- Downloaded customer invoices to follow up on A/R collections.	4
N. Sagolili	2024-10-08	E-mails from legal counsel. E-mails re: AR collections. Correspond with TransPlus re: freight management software. E-mails re: premises.	1.2
J. Parisi	2024-10-08	Correspondence with TGF re vehicle at Georgetown yard. Correspondence with M. Poliak re rent negotiations. NRV update. Respond to Ritchie Bros re individual attempting to repossess a vehicle.	2.6
R. George	2024-10-08	- Downloaded customer invoices to follow up on A/R collections.	2
N. Sagolili	2024-10-09	Coordinate payment of QuickBooks subscription. Prepare cheque requisition. Attend re: unpaid invoices. E-mails re: AR collections. Update AR spreadsheet.	0.9
G. Arenas	2024-10-09	Processed cheque requisition, and printed cheque for BDO fees.	0.2
J. Parisi	2024-10-09	Correspondence with RB regarding proceeds not yet received. Correspondence regarding rent payment. Review email from Kruger and advise.	0.8
N. Sagolili	2024-10-10	Receipt and review of e-mails re: rent settlement and wire payment required. Receipt and review of inventory listing from Ritchie Bros, and reconcile to inventory spreadsheet. Update inventory spreadsheet. Send follow-up questions on inventory list to Ritchie Bros. Prepare insurance change form and updated list of assets to be insured, and e-mail to FCA Insurance.	4.1
P. Naumis	2024-10-10	Dealing with TFG, and other assets.	1
G. Arenas	2024-10-10	Processed cheque requisition, printed cheque and mailed it out.	0.6
		Prepared wire letter to pay MNP occupation costs. Communicated with the bank, and once transaction was completed updated information in the system.	
J. Parisi	2024-10-10	NRV update and reconciliation of proceeds.	1.6
J. Hue	2024-10-10	Prepare cheque requisitions for J. Parisi.	0.9
J. Parisi	2024-10-11	Finalizing NRV calculation.	1.1
N. Sagolili	2024-10-15	E-mails from legal counsel. Various e-mails re: AR collections, assets, and other matters. Review and update schedule of	3.9

Staff	Date	Comments	Hours
		estimated realization. Review and calculate expected administration costs. Coordinate transfer of funds.	
P. Naumis	2024-10-15	Ongoing issues with Ryanier and AR collections, customer account set up. TFG continued dealings with counsel re: release of trailer.	0.75
J. Parisi	2024-10-15	Final update to NRV	0.7
S. Burrowes	2024-10-15	Review and record accounts receivable payments.	0.3
N. Sagolili	2024-10-16	E-mails re: AR collections. E-mails from BMO and BMO's legal counsel. Review and review schedule of estimated realization, and discussions with J. Parisi re: same. Coordinate transfer of funds re: various deposits. Review and approve various deposit slips and cheque requisitions. Prepare various cheque requisitions.	3.4
P. Naumis	2024-10-16	Update with Stephanie re: AR collections. Correspondence with TFG's counsel re: release of last trailer. Draft release letter. Forward. Communicate to Ritchie Brothers. Ongoing correspondence with Ryanier re: AR payment and setting up as new customer.	1.25
G. Arenas	2024-10-16	Processed 3 transfer of funds. Drafted letters, cheque requisitions, deposit forms. Communicated with the bank. Recorded transactions in Ascend.	1.5
J. Parisi	2024-10-16	Finalize NRV. Respond to request from meeting from A&B and provide response to questions. Follow up on deposits from Ritchie Bros.	0.9
S. Burrowes	2024-10-16	Attend to accounts receivable collections.	0.3
N. Sagolili	2024-10-17	Attend re: transfer of funds. E-mails from legal counsel. Prepare various cheque requisitions.	1.6
J. Parisi	2024-10-17	Correspondence with Wells Fargo and update to NRV calculation.	0.1
S. Burrowes	2024-10-17	Follow up with BMO for September bank statement to reconcile a/r payments received. Record a/r payments. Respond to Meridian OneCap regarding locations. Respond to Westlake to advise a/r matter resolved. Call and email with Anuj from Daimler. Reviewed correspondence from CWB regarding request of location of certain assets and responded accordingly. Attend to Coast Capital email.	1
N. Sagolili	2024-10-18	Call with legal counsel. Various e-mails re: AR collections and other matters.	1.6
P. Naumis	2024-10-18	Correspondence from and to Ritchie Brothers re: trailer retrieval from Domtar, placement in December auction, etc. Respond and approve. Update from Kruger's counsel re: position. Update call with BDO team and Chaitons.	1
J. Parisi	2024-10-18	Update call with Chaitons to go through NRV and prepare for call next week.	0.5
J. Parisi	2024-10-20	Review letter to BVD. Follow up email to Maya re VIN searches to be conducted and to engage in Coast Capital discussion.	0.4
N. Sagolili	2024-10-21	Various e-mails re: AR collections, assets, and other matters.	0.4

Staff	Date	Comments	Hours
P. Naumis	2024-10-21	Update and comments to Chaitons correspondence re: BVD	0.25
P. Naumis	2024-10-21	Correspondence from Ritchie Brothers re: attempt to retrieve TFG trailer. Advise Eva not to release, Receiver has not received release from TFG. Review draft correspondence to Kruger's counsel. Comment.	0.3
T. Montesano	2024-10-21	Update WEPP schedule; process	0.6
S. Burrowes	2024-10-21	Looked into CWB request regarding release and responded accordingly. Provide info regarding Quaker trailer at Ritchie Bros.	0.3
N. Sagolili	2024-10-22	Update call with legal counsel, BMO, and BMO's legal counsel. Discussion with T. Montesano re: Canada Revenue Agency HST audit. Various e-mails re: AR collections, assets, and other matters.	1.7
P. Naumis	2024-10-22	Correspondence with TFG counsel re: advise trailer not at Ritchie Brothers. Follow up with Ritchie Brothers. Follow up with TFG and confirm trailer is at Ritchie Brothers. Obtain release. Coast attempt to retrieve from Ritchie Brothers. Trailer not in yard. Review receiver's records and determine last known location. Records show Coast retrieved the specific asset back in July. Communicate to Coast and its counsel and forward Release obtain from Coast for the retrieval.	0.5
J. Parisi	2024-10-22	Prepare for update call. Attend update call. Call with A Mak re status on working paper review.	1.4
S. Burrowes	2024-10-22	Attend to review and clean up of a/r tracking spreadsheet. Attend to discharge of liens.	0.6
N. Sagolili	2024-10-23	Various e-mails re: AR collections. Various e-mails from legal counsel.	0.3
P. Naumis	2024-10-23	Email from and call from Halton Hydro re: contact for yard.	0.1
J. Parisi	2024-10-23	Review various correspondence with Coast Capital. Correspondence with M. Poliak.	0.3
S. Burrowes	2024-10-23	Review matters with Coast Capital and respond to legal counsel. Provide Coast correspondence to counsel.	0.4
N. Sagolili	2024-10-24	E-mails from/to BMO's legal counsel. Various e-mails re: AR collections.	0.3
N. Sagolili	2024-10-25	Correspondence re: forensic review. Review of forensic review update. Review update on litigation re: properties in Edmonton. Attend re: reduction in insurance policy. Review of various unpaid invoices. Prepare various cheque requisitions. E-mails from/to Ritchie Bros. Look into various assets and update inventory spreadsheet.	4.1
N. Sagolili	2024-10-28	Various e-mails re: AR collections and assets. E-mails from/to legal counsel. Various e-mails re: payment of invoices	0.7
G. Arenas	2024-10-28	Processed batch of cheque requisitions. Printed cheques and mailed them out.	1.2

Staff	Date	Comments	Hours
J. Parisi	2024-10-28	Review email from J. Gill regarding specific vehicle sales and respond.	0.3
T. Montesano	2024-10-28	Call with G. Singh re WEPP claim, resubmit POC to Service Canada	0.3
N. Sagolili	2024-10-29	Receipt and review of various e-mails re: assets, secured creditors, and other matters.	0.2
J. Parisi	2024-10-29	Review email from Chaitons to BVD.\ and provide comments.	0.2
S. Burrowes	2024-10-29	Respond to Elaine at Mitsubishi.	0.1
G. Arenas	2024-10-30	Requested information to the bank re: wire. Recorded transaction accordingly.	0.2
J. Parisi	2024-10-30	Call with RBC re Armour. Review email regarding RBC NA account and recognition order.	0.2
N. Sagolili	2024-10-31	E-mail from/to Ritchie Bros. Various e-mails from legal counsel and BMO's legal counsel. E-mails re: computers and other matters.	0.7
G. Arenas	2024-10-31	Requested transactions with the bank. Recorded EFT deposit.	0.2
F. Iannilli	2024-10-31	Placing the call for pick up the computers, email, phone call for confirmation of delivery.	0.3
T. Montesano	2024-10-31	File WEPP POC with Service Canada	0.2
S. Burrowes	2024-10-31	Updated inventory listing for auction amounts.	0.2
P. Naumis	2024-11-01	Call with Chaitons and BDO re: upcoming examinations.	0.4
J. Parisi	2024-11-01	Call with M Poliak regarding examination of BNY and potential questions.	0.3
S. Burrowes	2024-11-01	Email response to Wells Fargo regarding discharges and updated Ritchie Bros.	0.1
M. Head	2024-11-02	Ord and Rec Sept bank recs	0.2
J. Parisi	2024-11-04	Review correspondence from Macrotech and request information from M, Poliak. Email to Macrotech.	0.1
S. Burrowes	2024-11-04	Updated inventory listing for auction sold amounts.	0.2
P. Naumis	2024-11-05	Correspondence from and to Ritchie Brothers re: trailer location, etc.	0.25
J. Parisi	2024-11-05	Review report on external accountants working paper review and request clarification.	0.4
P. Naumis	2024-11-06	BNY Examination	1.5
J. Parisi	2024-11-06	Review correspondence from M. Poliak regarding examination of BNY and next steps. Review emails from Daimler and respond.	0.4
S. Burrowes	2024-11-06	Emails to arrange discharge of liens. Emails with RB and call to legal counsel regarding discharge of liens.	0.5

Staff	Date	Comments	Hours
J. Parisi	2024-11-07	Review email from A&B regarding Macrotech vehicles. Review and respond to emails from M. Poliak regarding potential resolution with Macrotech. Prepare analysis of Macrotech vehicles.	0.3
J. Hue	2024-11-07	Prepare cheque requisition for J. Parisi.	0.3
J. Parisi	2024-11-11	Call with M. Poliak regarding issues with Talka permitting cheques to clear.	0.3
J. Hue	2024-11-11	Prepare cheque requisition for J. Parisi.	0.3
S. Burrowes	2024-11-11	Emails with legal counsel regarding registering discharges and email to Eva (Ritchie Bros) regarding truck located at Vision Tool Tech. Review VW proof of claim.	0.5
N. Sagolili	2024-11-12	Receipt and review of various e-mails re: forensic review, auction proceeds, various assets, etc. Coordinate payment of QuickBooks subscription. Discussion with T. Montesano re: CRA HST audit.	1.7
J. Hue	2024-11-12	Prepare the cheque requisition for the various legal invoices, posting disbursements in Ascend, correspondence with J. Parisi as to preferred method of payment and email solicitor to obtain wire instructions, forward requisition and wire instructions to account department and J. Parisi for request to initiate wire.	1.2
G. Arenas	2024-11-12	-Wire payment. Drafted cheque requisition, and letter. Communicated with the bank. Recorded transaction. -Processed cheque requisition. Printed cheque and mailed it out.	0.8
S. Burrowes	2024-11-12	Email response to Eva regarding picking up truck at Vision Tool.	0.1
S. Burrowes	2024-11-13	Call with Mark from Mitsubishi. Emails and update to Westrock a/r.	0.3
N. Sagolili	2024-11-14	E-mails from Ritchie Bros. and re: various matters. Update re: forensic review.	0.4
T. Montesano	2024-11-14	Prepare and send request to open RT0002 account	0.6
S. Burrowes	2024-11-14	Email response to Josie regarding truck #484 and email to Eva regarding the repair invoices. Returned Justin's call and left message. May be True North assets on his site.	0.2
N. Sagolili	2024-11-15	Receipt and review of e-mails.	0.2
P. Naumis	2024-11-15	Correspondence from and to Ritchie Brothers re: missing trailer. Review inventory files, track down last note on trailer. Follow up.	0.3
P. Naumis	2024-11-15	Correspondence from Ritchie Brothers re: third party goods. Review.	0.25
S. Burrowes	2024-11-15	Look into potential Bison payment. Respond to Jasper at Blueshore.	0.4
N. Sagolili	2024-11-18	E-mails re: forensic review and other matters.	0.2
S. Burrowes	2024-11-20	Respond to Marc at Wells Fargo. Update inventory listing for October sales amounts.	0.3
N. Sagolili	2024-11-21	Receipt and review of e-mails.	0.1

Staff	Date	Comments	Hours
T. Montesano	2024-11-21	Prepare and send WEPPA proof of claim form to WEPPA claimant P. Singh	0.3
S. Burrowes	2024-11-21	Email to Wells Fargo regarding discharge of liens.	0.1
T. Montesano	2024-11-22	Correspond with Sachin Kumar re WEPP claimant; review of information provided; prepare WEPP proof of Claim, send copy of same to S. Kumare;	0.3
N. Sagolili	2024-11-25	Receipt and review of e-mails.	0.3
N. Sagolili	2024-11-26	E-mail from Ritchie Bros. and correspond with S. Burrowes ressame.	0.2
T. Montesano	2024-11-26	Process WEPP proof of claims, update Service Canada	0.6
S. Burrowes	2024-11-26	Email correspondence regarding Wells Fargo discharge. Review list of trailers still at Ritchie Bros and advise Eva if they can be put in the auction or not.	0.8
T. Montesano	2024-11-27	Correspond with P. Bajwa re WEPP POC, and processing of payment, contact Service Canada re status of P. Bajwa claim	0.3
M. Head	2024-11-27	Oct bank rec for rec.	0.2
S. Burrowes	2024-11-27	Emails with Wells Fargo and Ritchie Bros regarding discharge of liens.	0.1
N. Sagolili	2024-11-28	Discussion with T. Montesano re: post-receivership HST returns. Emails from legal counsel. Review of e-mails re: other matters.	0.5
J. Parisi	2024-11-28	Call with M. Poliak re Macrotech issue and Receiver's third report. Call with S. Burrowes re A/R collections.	1.2
G. Arenas	2024-11-28	Recorded EFT payments in Ascend.	0.3
T. Montesano	2024-11-28	Logon to CRA website, review of filing on the RT0001 and RT0002 account; file all post receivership HST filings on the RT0001 account, call with N. Sagolili to discuss same	1
N. Sagolili	2024-11-29	E-mails from legal counsel. E-mails from Ritchie Bros.	0.2
P. Naumis	2024-11-29	Follow up with Ritchie Brothers re: assets with third party goods, costs to remove, etc. Discussions with Stephanie re: A/R collections, moving to collector, etc.	0.5
S. Burrowes	2024-11-29	Review accounts receivable. Organize those accounts over \$10,000 to prepare for sending to collections.	4.1
N. Sagolili	2024-12-01	E-mails from/to Live Patrol.	0.1
N. Sagolili	2024-12-02	Attend update call with legal counsel, BMO, BMO's legal counsel. Receipt and review of invoices. Review of various e-mails.	1.1
P. Naumis	2024-12-02	Ritchie Brothers queries. Review a/r , call to Walters Law to discuss potential collection file.	0.3
J. Parisi	2024-12-02	Prepare for meeting with BMO, A&B and Chaitons and attend same.	0.7
S. Burrowes	2024-12-02	Updated a/r collections sheets to reflect North Star bankruptcy. Prepare letters for secured creditors to obtain registrations for the	0.6

Staff	Date	Comments	Hours
		vehicles and email same. Email response to Ritchie Bros. Emails with Eva regarding if particular VINs can be included in auction.	
N. Sagolili	2024-12-03	Receipt and review of various e-mails.	0.1
P. Naumis	2024-12-03	A/R review and revisions. Call with Stephen Walters collections discuss collections, proposal, etc. Follow up with Rayonier team and determine hold up on A/R payment. Pull and provide necessary information. Call from third party claiming ownership of vehicle.	1.25
M. Marchand	2024-12-03	Matters related to stakeholder inquiries;	0.1
J. Parisi	2024-12-03	Review email to Macrotech and provide edits.	0.3
S. Burrowes	2024-12-03	Review a/r collections spreadsheet, make changes and send back to Peter. Respond to Kevin at R2 regarding payment.	0.5
N. Sagolili	2024-12-04	Receipt and review of various e-mails.	0.2
P. Naumis	2024-12-04	Call with collector, discuss details and proposal to collect. Follow up with Ritchie Brothers.	0.75
T. Montesano	2024-12-04	Prepare payment of invoice	0.4
J. Parisi	2024-12-04	Correspondence with Maya re Mactrotech.	0.2
S. Burrowes	2024-12-04	Review emails and outstanding a/r with Westrock. Compiled list of invoices and what is still needed and sent to Westrock. Attended to a/r sending to collections. Check with Tony regarding cheques from R2. Respond to R2. Forward letter from Concentra to obtain ownership to Ritchie Bros. Email follow up to Wells Fargo re: discharge.	0.9
P. Naumis	2024-12-05	Call with Ritchie Brothers re: trailers on site with third party goods. Correspondence from Lennox re: trailers still on site. Review ownership.	0.5
J. Parisi	2024-12-05	Review Aide Memoire and provide comments to Maya.	0.3
J. Parisi	2024-12-06	Review correspondence from Macrotech. Call with Maya re Macrotech deal.	0.3
J. Parisi	2024-12-08	Review response from A&B re Macrotech vehicles and provide comments to Maya.	0.2
S. Burrowes	2024-12-08	Update a/r listing.	0.1
N. Sagolili	2024-12-10	Discussion with S. Burrowes re: insurance. E-mails from/to FCA Insurance. Review of insurance invoices. Review of IT-related invoices, and e-mails re: same. Prepare various cheque requisitions.	1.2
P. Naumis	2024-12-10	Update from Lennox re: more trailers. Investigate trailers onsite. Update from Walters re: collections and structured commissions. Update to Josie.	1
S. Burrowes	2024-12-10	Review inventory listing. Call with Nicole regarding same and the previous list she sent to insurance. Put together truck/trailer list	1.1

Staff	Date	Comments	Hours
		and sent to Eva to confirm if at Ritchie Bros in order to provide same list to insurance.	
N. Sagolili	2024-12-11	Look into and respond to inquiry on unpaid invoice. Discussions re: AR collections. Correspond with FCA Insurance.	0.6
G. Arenas	2024-12-11	Processed cheque requisitions, printed cheques and arranged courier service.	0.5
J. Parisi	2024-12-11	Correspondence with Rushi of TGF regarding HSBC's portfolio and providing info requested.	0.3
N. Sagolili	2024-12-12	Follow-up re: cheque payment, and e-mails re: same. E-mails re: AR collections.	0.3
P. Naumis	2024-12-12	Dealing with collection agent. Continued correspondence from and to Lennox re: trailers on site. Review various trailer details, security, etc. Follow up with Ritchie bros re: trailer BDO previously asked them to retrieve.	1.25
G. Arenas	2024-12-12	Processed cheque requisitions, printed cheques and arranged courier.	0.5
S. Burrowes	2024-12-12	Email response to Justin regarding two trailers in Kentucky. Review asset listing and respond to Justin. Email to Meridian to advise them of location for trailer.	0.3
N. Sagolili	2024-12-13	Receipt and review of e-mails re: insurance and assets.	0.1
P. Naumis	2024-12-13	Update collection agent	0.25
S. Burrowes	2024-12-13	Follow up with Eva.	0.1
N. Sagolili	2024-12-16	Various e-mails re: AR collections. Discussions re: insurance.	0.2
P. Naumis	2024-12-16	Update from and to collection agent.	0.3
M. Marchand	2024-12-16	Matters related to stakeholder inquiries;	0.1
S. Burrowes	2024-12-16	Organize a/r and invoices to send for collections. Upload to global portal.	5.5
P. Naumis	2024-12-17	Update and discussions with collection manager. Correspondence with Willscot re: trailer offices.	1
T. Montesano	2024-12-17	Prepare and send WEPP POC to Jaspreet Singh,	0.3
S. Burrowes	2024-12-17	Email regarding Transplus. Review and respond to collections regarding Autolinx. Review asset listing sent by Eva and Ritchie Bros to confirm what trailers/trucks still need to be insured. Completed insurance change form and sent to Adriana at FCA. Email response to Marc at Wells Fargo and advised Ritchie Bros of status of discharge. Email response to Justin regarding a Meridian OneCap trailer on their site.	1
N. Sagolili	2024-12-18	Various e-mails re: assets. Various e-mail re: TransPlus freight software. Coordinate payment of QuickBooks subscription.	0.5
P. Naumis	2024-12-18	Correspondence from Chaitons. Review third party goods list and Breadner trailers. Call from and various correspondence from	1.5

Staff	Date	Comments	Hours
		collector re: customer information, etc. Correspondence from and to Ritchie Brothers.	
J. Parisi	2024-12-18	Correspondence with Chaitons regarding Breadner.	0.3
S. Burrowes	2024-12-18	Review trucks/trailers at Ritchie Bros, respond to Eva and update spreadsheet. Respond to collections agent regarding accounts.	1.4
N. Sagolili	2024-12-19	E-mails from/to TransPlus. Correspond with J. Parisi re: source deduction liability, T4's, and WEPPA.	0.4
P. Naumis	2024-12-19	Queries and follow up with collector. Draft Craler schedule and information to support payment due. Follow up with Ryanier	2
P. Naumis	2024-12-20	Correspondence from and to collection group re: information requests, payment support, etc. Draft representation letter for collection agency.	1.5
P. Naumis	2024-12-23	A/R collections, communication with collector, forward requested information. Communication with Ritchie Brothers re: four trailers with paper products, disposal, etc. Correspondence form Ritchie Brothers re: three missing trailers. Investigate. Confirm one trailer was previously confirmed to be at Ritchie Bros. Forward to Eva to investigate. Other two trailers contained Sustana product.	2.25
P. Naumis	2024-12-26	Collection matters.	0.5
J. Parisi	2024-12-26	Correspondence with M. Poliak regarding portable trailer at 10th line. Changes to NRV calculation.	0.5

SEPARATOR PAGE

ONTARIO SUPERIOR COURT OF JUSTICE

(IN BANKRUPTCY AND INSOLVENCY)

(COMMERCIAL LIST)

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

NORTH SHORE LOGISTICS INC.

Respondents

AFFIDAVIT OF JOSIE PARISI (sworn January 23, 2025)

- I, JOSIE PARISI, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY that:
- 1. I am a Partner of BDO Canada Limited ("BDO"), and as such have personal knowledge of the matters referred to herein.
- 2. By Order of the Honourable Mr. Justice Osborne dated May 16, 2024 (the "Order"), BDO Canada Limited was appointed as Receiver (the "Receiver") of North Shore Logistics Inc. (the "Debtor").
- 3. Pursuant to the Order, the Receiver has provided services and incurred disbursements which are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**.
- 4. The time shown in the detailed account attached as **Exhibit** "A" are a fair and accurate description of the services provided, and the amounts charged by the Receiver, which reflect the Receiver's time as billed at the standard billing rates.
- 5. The Receiver request that the Court approve its account from May 1, 2024 to December 31, 2024 in the amount of \$69,984.29 inclusive of HST of \$8,051.29 and disbursements of \$2,058.00 for the services set out in **Exhibit "A"**.

6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 23rd day of January 2025

Commissioner for Taking Affidavits, etc

Josie Parisi, CPA, CBV, CIRP, LIT

Antonio Montesano, a Commissioner, etc., Province of Ontario, for BDO Canada LLP and BDO Canada Limited, and their subsidiaries, associates and affiliates Expires December 21, 2026 This is **Exhibit "A"** referred to in the affidavit of

Josie Parisi

Sworn before me this 23rd day of January 2025

A COMMISSIONER FOR TAKING AFFIDAVITS

Antonio Montesano, a Commissioner, etc., Province of Ontario, for BDO Canada LLP and BDO Canada Limited, and their subsidiaries, associates and affiliates Expires December 21, 2026



Tel: 416 865 0210 Fax: 416 865 0904 www.bdo.ca BDO Canada Limited 20 Wellington Street E, Suite 500 Toronto ON M5E 1C5 Canada

INVOICE

North Shore Logistics 66 Citadel Crescent Brampton, ON L6P 1X8 Canada

Date Invoice No.

January 23, 2025 CINV3245810

Re North Shore Logistics - REC

OUR FEE FOR PROFESSIONAL SERVICES RENDERED in connection with our Engagement in the above noted matter for the period May 1, 2024 to December 31, 2024 as per the details below:

Our Fee	\$ 59,875.00
Disbursements: QuickBooks	\$2,058.00
Subtotal	61,933.00
HST 13% (#R101518124)	8,051.29
Total Due	\$ 69,984.29

Summary of Time Charges Hours		Rate	Amount	
J. Parisi, Partner	1.80	625.00	\$ 1,125.00	
N. Sagolili, Sr. Manager	32.90	550.00	18,095.00	
S. Burrowes, Sr. Manager	12.50	525.00	6,562.50	
P. Naumis, Sr. Manager	4.85	550.00	2,667.50	
K. Sae-Chua, Sr. Associate	68.80	350.00	24,080.00	
T. Montesano, Associate	24.20	275.00	6,655.00	
J. Hue, Associate	0.30	275.00	82.50	
G. Arenas, Associate	1.60	225.00	360.00	
M. Head, Associate	1.10	225.00	247.50	
Total	148.05		\$ 59,875.00	

Staff	Date	Comments	Hours
J. Parisi	2024-05-10	Finalize proposed receiver's report.	0.5
N. Sagolili	2024-05-14	Review of receivership motion materials. E-mails re: receivership order. Coordinate opening of bank account.	0.4
K. Sae-Chua	2024-05-16	Inventory tasks on-site and coordination with J. Jesuratnam; update inventory listing; correspondence with internal team re updates; correspondence with receivables, creditors, and employees; update AR listing; respond to inquiries re lessors; analysis and investigations of receivables.	2.8
N. Sagolili	2024-05-16	Various e-mails from BMO and its legal counsel. Various e-mails from legal counsel. Review of letters to 3rd parties re: missing assets. Coordinate drive-bys re: missing assets. Attend re: vehicle key inventory, and 3rd party goods in trailers. Review of inventory listing. Review of reinsurance agreement. Follow-up with SBI Canada re: potential bank accounts. E-mails re: and coordination of preparation of ROE's and T4 slips. Receipt and review of receivership order.	1.9
K. Sae-Chua	2024-05-17	Internal team update call with J. Parisi, N. Sagolili, P. Naumis; correspondence with receivables, creditors, and employees.	1.9
N. Sagolili	2024-05-18	Download and review GPS report.	0.1
N. Sagolili	2024-05-21	E-mails from and call with S. Kang. Correspondence re: T4 preparation. Receipt and review of security invoice.	0.9
K. Sae-Chua	2024-05-21	Format and review True North's receivable and revenue cut off procedure working paper; update inventory listing with GPS report; correspondence with receivables and other stakeholders; correspondence with EDC and review emails and attachments; correspondence and review of emails and attachments from creditors re Form 74 and documentation.	1.2
J. Parisi	2024-05-22	Prepare court report (50% of time).	1.3
P. Naumis	2024-05-22	Arrange for "occupancy check" of Harry and Manpreet's residences. And to serve Manpreet the Receivership Order. Discussions with Wells Fargo. Discussions and update with Kelly.	0.5
N. Sagolili	2024-05-22	Create copy of QuickBooks data.	0.7
K. Sae-Chua	2024-05-22	Correspondence with receivables and other stakeholders re inventory and outstanding balances; correspondence and review of emails and attachments from creditors re Form 74 and documentation; review of documentation for 3rd party goods; respond to internal team inquiries re operations.	1.8
K. Sae-Chua	2024-05-23	Provide instructions and correspondence with J. Jesuratnam re review of 3rd party goods documentation.	1.5
N. Sagolili	2024-05-23	Draft Receiver's Notice and Statement. Attend re: access to TransPlus for contract employee. E-mail to IT company. Receipt and review of numerous e-mails re: leased assets, third party assets, security checks, asset inventory, etc.	1.3
P. Naumis	2024-05-24	Team update on administration.	0.25

Staff	Date	Comments	Hours
K. Sae-Chua	2024-05-24	Provide instructions and guidance to A. Gawera re missing HSBC assets.	2.8
N. Sagolili	2024-05-24	Call with J. Parisi and P. Naumis re: outstanding matters and issues. Update and finalize Receiver's Notice and Statement. Receipt and review of numerous e-mails re: leased assets, third party assets, security checks, asset inventory, etc. Attend re: access to company server. Phone call re: missing assets. E-mails from Ritchie Bros. E-mails from BMO.	1.2
N. Sagolili	2024-05-25	Various e-mails from Ritchie Bros. E-mail to K. Sae-Chua re: insurance. Receipt and review of documentation for CRA trust examination, and e-mail to K. Sae-Chua re: same. E-mail to Golden Goose re: vacation accrual for WEPP claims. Follow-up e-mail to SBI Canada re: bank accounts. Follow-up e-mail to external accountant. E-mail to TransPlus re: software.	0.4
J. Hue	2024-05-27	Email the notice of receiver, appointment order and endorsement with the OSB.	0.2
K. Sae-Chua	2024-05-27	Correspondence with J. Jesuratnam re key matching task; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; respond to internal team inquiries re operations.	1.7
P. Naumis	2024-05-28	Third party claim	0.25
K. Sae-Chua	2024-05-28	Review of key matching file; correspondence with A. Gawera re third party goods task; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	2.2
K. Sae-Chua	2024-05-29	Draft asset listing for Ritchie Brothers re vehicles to pick up; correspondence with internal team re same; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	1.4
K. Sae-Chua	2024-05-30	Correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	2.9
K. Sae-Chua	2024-05-31	Correspondence with FCA re insurance and compile information re same; correspondence with Proof Networks re email access; internal team update meeting with J. Parisi and P. Naumis; correspondence with A. Gawera re third party goods task; correspondence with stakeholders re inventory, outstanding balances, and creditor inquiries; update inventory and receivables listing; respond to internal team inquiries re operations.	1.5
K. Sae-Chua	2024-06-01	Compile bank statements for CRA trust audit.	0.3
N. Sagolili	2024-06-03	Discussion with J. Parisi re: various matters. Discussion with T. Montesano re: WEPP and ROE's. Review of QuickBooks data for WEPP and ROE's. Follow-up re: insurance quote. E-mails from BMO	0.5

Staff	Date	Comments	Hours
		and its legal counsel. E-mail from legal counsel. E-mail to Golden Goose re: access to original QuickBooks files.	
P. Naumis	2024-06-05	Dealing with third party assets. Call with BDO team.	1
N. Sagolili	2024-06-05	Call with A. Gawera re: AR tasks to be completed. Provide AR information to A. Gawera. Phone call with A. Singh re: access to QuickBooks. Call with J. Parisi, P. Naumis, and S. Burrowes re: outstanding matters and issues.	0.5
N. Sagolili	2024-06-06	Follow-up re: access to QuickBooks. Various e-mails from BMO and its legal counsel. Coordinate access to QuickBooks accounts. Receipt and review of invoices from Golden Goose Advisory. Follow-up e-mail re: insurance. E-mails to Live Patrol re: premises. Coordinate security site visit.	0.4
S. Burrowes	2024-06-07	Review proof of claims and security documentation and populate spreadsheet with amounts to determine equity if any.	0.5
N. Sagolili	2024-06-07	Call with J. Parisi, P. Naumis, and S. Burrowes re: outstanding issues and tasks. E-mails re: site visit. E-mails re: insurance. Various e-mails re: pick-up of vehicles. E-mails to/from Ritchie Bros. E-mail to Golden Goose Advisory re: payroll records.	0.4
S. Burrowes	2024-06-10	Call with Josie and Maya to review vehicle schedule.	0.2
P. Naumis	2024-06-11	Update call with Chaitons and Ritchie Bros re: upcoming court motion and liquidation services agreement.	0.25
P. Naumis	2024-06-14	BDO team update. Reconcile customer goods with trailers.	0.5
N. Sagolili	2024-06-14	Call with J. Parisi, P. Naumis, and S. Burrowes to discuss outstanding issues.	0.2
N. Sagolili	2024-06-17	Discussion with P. Naumis and K. Sae-Chua re: outstanding matters. Receipt and review of Approval and Vesting Order.	0.2
P. Naumis	2024-06-17	Call with BDO team update status of admin and "to do list".	0.3
K. Sae-Chua	2024-06-17	Update inventory listing; update receivable listing; correspondence with stakeholders; respond to internal team inquiries; internal team update meeting.	2.1
P. Naumis	2024-06-18	Team meeting re: priorities and go forward.	0.25
K. Sae-Chua	2024-06-18	Update receivables listing, inventory listing, format and analyze April and May 2024 bank statements for customer deposits; reconcile against AR listing.	2.3
S. Burrowes	2024-06-19	Conference call/status call regarding vehicle/trailer status.	0.3
P. Naumis	2024-06-19	BDO team call. Dealing with customer goods in North Shore trailer.	0.6
K. Sae-Chua	2024-06-19	Correspondence with receivables and update receivable listing re same.	0.6
M. Head	2024-06-20	bank rec	0.5
K. Sae-Chua	2024-06-20	On-site facilitation of the release of vehicles to Coast Capital and Breadner; review and gather physical books and records.	1.7

Staff	Date	Comments	Hours
P. Naumis	2024-06-25	Dealing with Craler and customer goods.	0.25
N. Sagolili	2024-06-25	Compile information for preparation of WEPP claims and ROE's and e-mail to T. Montesano re: same.	0.3
N. Sagolili	2024-06-26	Compile documents requested by Canada Revenue Agency for trust examination. Meet with CRA trust examiner. Discussions with T. Montesano re: preparation of ROE's and WEPP claims.	1.4
P. Naumis	2024-06-26	BDO team update	0.5
K. Sae-Chua	2024-06-26	Obtain and organize employee payroll journals for CRA trust audit request; review physical books and records.	0.3
T. Montesano	2024-06-27	Prepare ROE's	2.1
N. Sagolili	2024-06-27	Compile various reports and supporting documentation for trust examination of payroll and HST. Calculate pre-receivership HST returns, and coordinate preparation. Discussions with T. Montesano re: WEPP claim and ROE preparation. Review of reconciliation of accounts receivable and unbilled deliveries, phone call with Golden Goose Advisory re: same, and provide update to BDO team re: same.	2.1
T. Montesano	2024-06-28	Prepare and file all outstanding HST returns on the RT0001 account	0.6
N. Sagolili	2024-06-28	Compile various reports and supporting documentation for trust examination of payroll and HST. Coordinate preparation of outstanding HST returns. Meet with Canada Revenue Agency trust examiner.	2.5
S. Burrowes	2024-07-03	Review Coast Capital email regarding VIN searches for vehicles registered to them and responded to Eva at Ritchie Bros. Review equity values from auction. Draft registration letter and send it to Coast.	0.9
N. Sagolili	2024-07-03	Numerous e-mails re: various matters, including leased vehicles, bankruptcies of guarantors, assets at premises, bank accounts, accounts receivables, etc. E-mails from legal counsel. Coordinate release of assets from yard. Compile various invoices requested by Canada Revenue Agency trust examiner.	0.6
K. Sae-Chua	2024-07-03	On-site facilitation of the release of vehicles to Coast Capital and removal of vehicles to Ritchie Bros; review and respond to emails re operations and inquiries.	1.7
K. Sae-Chua	2024-07-04	On-site facilitation of the release of vehicles to Coast Capital and inspection for the net minimum guarantee proposals; review and respond to emails re operations and inventory and account receivable inquiries.	1.7
N. Sagolili	2024-07-04	Call with legal counsel re: various matters. Call with BDO teams re: outstanding matters. Various discussions with T. Montesano and J. Parisi re: accuracy of payroll records and preparation of WEPP claims.	1.3
P. Naumis	2024-07-05	Review and approve May bank reconciliation report.	0.05

Staff	Date	Comments	Hours
K. Sae-Chua	2024-07-05	Correspondence with account receivables re outstanding balances; update receivables tracker re same; update inventory tracker; revise account receivable tracker with missing invoice balances and create template for A. Gawera; review emails and attachments.	1.4
N. Sagolili	2024-07-05	Discussion with J. Parisi re: estimated realization. Phone call from Canada Revenue Agency re: trust examination, and e-mail update re: same. Preparing estimated realization.	1.6
N. Sagolili	2024-07-08	Review and compile proposed bailiff rates. E-mail to Golden Goose Advisory. Discussion with T. Montesano re: WEPP and Canada Revenue Agency trust examination. Preparation of schedule of estimated realization and related notes.	1.5
K. Sae-Chua	2024-07-08	Review and respond to emails from account receivables, 3rd party good customers, internal team; update account receivable listing re same.	1.1
K. Sae-Chua	2024-07-09	Review and format Parmjit bank statements into Excel format; review and respond to emails from account receivables, 3rd party good customers, internal team; update account receivable listing re same.	1.1
N. Sagolili	2024-07-09	Preparation of schedule of estimated realization and related notes.	0.7
N. Sagolili	2024-07-10	Preparation of schedule of estimated realization and related notes.	0.8
P. Naumis	2024-07-11	A/R tracking update	0.1
K. Sae-Chua	2024-07-11	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; update and reconcile accounts receivables and 3rd party goods listing; update inventory listing re auction sales and asset releases.	0.6
N. Sagolili	2024-07-11	Preparation of schedule of estimated realization and related notes. Review of AR collections and analysis, and calculate estimated AR realizations. Call with BMO re: schedule of estimated realization and various matters. Discussions with J. Parisi re: schedule of estimated realization.	1.9
K. Sae-Chua	2024-07-12	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; coordination with BDO team re global portal set up.	0.9
N. Sagolili	2024-07-12	Discussions with J. Parisi re: schedule of estimated realization. Calls with BMO re: schedule of estimated realization and various other matters. Make various revisions to schedule of estimated realization as per BMO's requests.	2.1
N. Sagolili	2024-07-15	Review and address review notes on schedule of estimated realization. Revise and finalized schedule of estimated realization. Various e-mails to/from BMO.	0.4
K. Sae-Chua	2024-07-15	Correspondence with internal team re request for FY21 and FY22 working papers for North Shore; review email and attachments from third party claims and secured creditors; update account receivable listing.	0.9

Staff	Date	Comments	Hours
K. Sae-Chua	2024-07-16	Reconcile FY21 and FY22 working papers for North Shore for BDO forensics team; review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders.	1.2
T. Montesano	2024-07-17	Receive and review CRA GST/HST examination of account	0.1
K. Sae-Chua	2024-07-17	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; update inventory listing and account receivable listing.	0.9
N. Sagolili	2024-07-18	Follow-up e-mail to external accountant re: working papers.	0.1
K. Sae-Chua	2024-07-18	Review email and attachments re accounts receivables, 3rd party goods customers, and from other stakeholders; update inventory listing and account receivable listing.	1.6
K. Sae-Chua	2024-07-19	Correspondence with BMO re credit card payments; review emails and attachments re third party claims and release of vehicles; update inventory listing; correspondence with Trans-Roaders re missing vehicle; correspondence with other stakeholders.	1.1
N. Sagolili	2024-07-19	Review and provide comments of questions for examinations. Call with legal counsel and BMO's legal counsel re: examinations.	0.6
N. Sagolili	2024-07-22	Review of bank statements of compile list of DEFT payments requiring further documentation and e-mail to BMO re: same. Review of inventory list from Ritchie Bros. and reconcile to inventory spreadsheet, and various e-mails to Ritchie Bros. re: same. Correspond with Golden Goose Advisory.	0.7
K. Sae-Chua	2024-07-22	Correspondence with A. Gawera and internal team re account receivable inquiries; review of bank statements for AMEX payments and correspondence with J. Parisi re same; correspondence with other stakeholders re inquiries; review and organize bank statements for Chaitons; review emails re inventory and update inventory listing re same.	2.2
K. Sae-Chua	2024-07-23	Correspondence with third party trucking companies re the potential possession of True North/North Shore vehicles; compile and organize all bank statements for delivery to legal counsel; review emails and correspondence with secured lenders re: release of vehicles; review emails and attachments re operational updates; sort and review physical books and records for customer goods.	1.9
N. Sagolili	2024-07-23	Review of inventory list from Ritchie Bros. and reconcile to inventory spreadsheet, and various e-mails to Ritchie Bros. re: same. Attend re: update to insurance policy.	0.5
K. Sae-Chua	2024-07-24	Perform physical inventory count and correspondence with BDO team; correspondence with third party trucking companies re the potential possession of True North/North Shore vehicles; review emails and attachments from secured lenders, Ritchie Brothers, and other stakeholders; sort and review physical books and records for customer goods.	2.1
N. Sagolili	2024-07-24	.Updating of inventory spreadsheet, and discussions with J. Parisi re: same. Review of status of various trucks/trailers, and e-mails	0.4

Staff	Date	Comments	Hours
		re: same. E-mail to Ritchie Bros. re: release of trucks/trailers. Various e-mails re: third party assets. Various e-mails re: release of trucks/trailers. Correspondence re: condition of the yard.	
K. Sae-Chua	2024-07-25	Review physical proof of deliveries and invoices against missing invoice listing from Golden Goose Advisory; draft second notice account receivable letters; correspondence with A. Gawera re accounts receivable update; update accounts receivable listing; correspondence with N. Sagolili re inventory update; correspondence with P. Kouadio re task to download invoices from TransPlus.	2.2
N. Sagolili	2024-07-25	Call regarding update on status of AR collections. Draft plan for remaining AR collections, and discussions with P. Naumis and K. Sae-Chua re: same. Call with legal counsel, BMO, and BMO's legal counsel re: examinations, etc. Updating of inventory spreadsheet. Review of status of various trucks/trailers, and e-mails re: same.	0.6
K. Sae-Chua	2024-07-26	Respond to internal team inquiries re inventory, third party goods, and secured creditor claims; update internal team re accounts receivable; organize and reconcile updated account receivables listing against bank statements, email correspondences, and books and records; correspondence with A. Gawera and P. Kouadio re account receivable tasks.	2.3
N. Sagolili	2024-07-26	Correspond with K. Sae-Chua re: physical inventory count. Updating of inventory spreadsheet. Review of status of various trucks/trailers, and e-mails re: same. E-mails to/from Ritchie Bros. Various e-mails re: third party assets.	0.4
K. Sae-Chua	2024-07-29	As per TASK0710187, time entered due to timesheet lockdown. Comment: On-site facilitation of the release of Coast Capital vehicles and other on-site tasks; update accounts receivable and inventory listing; review emails and attachments from stakeholders.	2.4
K. Sae-Chua	2024-07-30	As per TASK0710187, time entered due to timesheet lockdown. Comment: Respond to internal team inquiries re inventory, third party goods, and secured creditor claims; update internal team re accounts receivable; organize and reconcile updated account receivables listing against bank statements, email correspondences, and books and records; correspondence with A. Gawera and P. Kouadio re account receivable tasks.	1.3
K. Sae-Chua	2024-07-31	As per TASK0710187, time entered due to timesheet lockdown. Comment: On-site facilitation re the release of Khasria vehicles and other on-site tasks; update accounts receivable and inventory listing; review emails and attachments from stakeholders.	2.3
S. Burrowes	2024-08-01	TransPlus tutorial and A/R transitioning.	0.4
K. Sae-Chua	2024-08-01	Internal team meeting with N. Sagolili and S. Burrowes re TransPlus walkthrough and updates; reconciliation and update of account receivables and customer statements.	0.7
N. Sagolili	2024-08-02	E-mails re: external accountants and e-mail to BMO re: same.	0.2

Staff	Date	Comments	Hours
K. Sae-Chua	2024-08-06	Download and reconcile customer statements to the second round account receivable letters and account receivable tracker; draft physical mailing instructions to T. Montesano and G. Arenas.	2.7
T. Montesano	2024-08-07	Correspond with K. Sae-Chue re mailing out A/R letters; arrange and mail AR letters	0.6
K. Sae-Chua	2024-08-07	On-site facilitation of the releases of CWB and other on-site tasks related to third party goods and inventory; correspondence with internal team re same.	2.4
K. Sae-Chua	2024-08-08	Correspondence with N. Sagolili and S. Burrowes re on-site tasks; coordination with third parties re removal of vehicles by Ritchie Bros; review email re third party goods and Company updates.	0.7
K. Sae-Chua	2024-08-09	On-site facilitation of the releases of Daimler, LBC, McKinley and other on-site tasks related to third party goods and inventory; correspondence with internal team re same.	2.4
N. Sagolili	2024-08-11	Attend re: payment of QuickBooks subscription.	0.2
S. Burrowes	2024-08-12	Review Transplus system and attempt to locate certain invoices for A/R. Review Exponet A/R and payment in bank statements. Email response to Exponet. Try to locate invoices for Sun Transportation. Review information received for Dedicated Freight Systems and instructions to Tony to send new A/R letter.	1.5
S. Burrowes	2024-08-13	Attend to various accounts receivable. Email correspondence with Exponet for proof of payment. Email correspondence with ConnectTrans. Provide PODs and confirm payments and amounts still owing. Various emails with M2 to reconcile accounts receivable. Provide PODs and request proof of payment of certain invoices. Update A/R tracker.	2.2
S. Burrowes	2024-08-14	Cross reference checks providing by M2 with bank statement. Record same in A/R spreadsheet and responded accordingly. Review emails and information for A/R sent by Globex. Respond accordingly and update A/R tracker.	1.1
N. Sagolili	2024-08-14	Provide QuickBooks access to forensics team. Review of QuickBooks and bank statements for banking information relating to judgment obtained by BMO.	0.9
S. Burrowes	2024-08-15	Attend to Sun Transportation A/R and missing invoice. Email response to Sun Transportation and updated A/R tracker. Call with Nicole and Peter to discuss outstanding items and what needs to be completed in the next few weeks. Call with counsel to discuss the real property and response to MNP. Update A/R tracker. Email response to Sun Transportation and Globex regarding A/R.	1.8
P. Naumis	2024-08-15	June bank rec approval.	0.05
S. Burrowes	2024-08-16	Correspondence with Globex re: payment of outstanding A/R and update tracker.	0.2
S. Burrowes	2024-08-19	Attend to PNC proof of claim and respond accordingly.	0.2

Staff	Date	Comments	Hours
S. Burrowes	2024-08-20	Update A/R tracker for receipt of Globex payment. Email Globex re: same and advise staff regarding deposit.	0.2
M. Head	2024-08-20	July bank rec	0.1
G. Arenas	2024-08-21	Received cheque, posted it in Ascend, and deposited it at the bank.	0.4
S. Burrowes	2024-08-23	Follow up with ConnectTrans on status of A/R payment. Look into bank account ConnectTrans advised pmt was deposited to. Look into Total Logistics invoice and POD, we do not have copies of same. Responded to Total Logistics. Look into A/R for SPI logistics. Respond to James from SPI.	0.7
T. Montesano	2024-08-23	Process payment of OR filing fees; draft letter transfer of funds to bankruptcy administration	0.5
S. Burrowes	2024-08-26	Email correspondence with Patti from M2 regarding payment of outstanding invoices.	0.2
G. Arenas	2024-08-26	Processed cheque requisition, printed and mailed out cheque.	0.3
T. Montesano	2024-08-26	Prepare payment of OSB filing Fees	0.2
S. Burrowes	2024-08-27	Attend to Dedicated Freight A/R matter. Confirmed ConnectTrans payment in BMO account and email confirming same. Update A/R listing.	0.5
T. Montesano	2024-08-28	Review information provided by Golden Goose, Update WEPP schedule	1.5
N. Sagolili	2024-09-06	Payment of QuickBooks subscription.	0.1
T. Montesano	2024-09-11	E-mail WEPPA Information Forms to former employees	0.4
S. Burrowes	2024-09-12	Look into issue with Transplace invoices. Respond to Transplace.	0.3
S. Burrowes	2024-09-19	Review Transplace A/R. Reconcile and respond and update tracker.	0.5
T. Montesano	2024-09-23	Work on response to CRA re HST examination	1.5
N. Sagolili	2024-09-25	Discussions with T. Montesano re: requests from Canada Revenue Agency re: HST.	0.1
M. Head	2024-09-25	August bank rec	0.1
N. Sagolili	2024-09-26	Discussion with T. Montesano re: Canada Revenue Agency requests.	0.1
T. Montesano	2024-09-26	Work on response to CRA re HST examination; pull invoices, Tax Detailed Reports for the period covering May 2022 to May 2024,	1
N. Sagolili	2024-10-01	Various discussions with T. Montesano re: requests from Canada Revenue Agency. E-mails to/from and phone call with Golden Goose re: pre-receivership HST returns.	0.2
G. Arenas	2024-10-02	Received cheque, processed it, and deposited it at the bank.	0.2
N. Sagolili	2024-10-09	Coordinate payment of QuickBooks subscription. E-mails re: AR collections. Update AR spreadsheet.	0.4
J. Hue	2024-10-21	Forward AR cheque to the team for deposit.	0.1

Staff	Date	Comments	Hours	
S. Burrowes	2024-10-22	Attend to review and clean up of A/R tracking spreadsheet.	0.5	
G. Arenas	2024-10-22	Received cheque. Drafted deposit form, processed it, and deposited it at the bank.	0.3	
T. Montesano	2024-10-24	Work on response to CRA HST examination	1.5	
T. Montesano	2024-10-25	Work on response to CRA re HST examination	2.5	
S. Burrowes	2024-10-30	Email response to Marina from Bennington's regarding sale of vehicle.	0.1	
T. Montesano	2024-10-31	Call with P Luthra re WEPP claim, assist with processes on line application	0.3	
T. Montesano	2024-11-01	Work on response to CRA re HST examination	2.2	
M. Head	2024-11-02	Sept bank recs for Ordinary and Rec.	0.2	
S. Burrowes	2024-11-07	Look into Popular Tire an claim against particular vehicle. Responded to Josie.	0.2	
N. Sagolili	2024-11-12	Coordinate payment of QuickBooks subscription. Discussion with T. Montesano re: CRA HST audit.	0.3	
T. Montesano	2024-11-14	Prepare and send request to open RT0002 account	0.6	
T. Montesano	2024-11-22	Call with. Bennet CRA re HST examination proposal letter; access CRA on-line services;	0.3	
N. Sagolili	2024-11-28	Discussion with T. Montesano re: post-receivership HST returns.	0.2	
G. Arenas	2024-11-28	Requested information re: returned cheque. Recorded transactions.	0.4	
T. Montesano	2024-11-28	Logon to CRA website, review of filing on the RT0001 and RT0002 account; file all post receivership HST filings on the RT0001 account, call with N. Sagolili to discuss same	1	
M. Head	2024-11-28	Ord and Rec - Oct bank recs	0.2	
N. Sagolili	2024-12-03	Receipt and review of various e-mails.	0.1	
N. Sagolili	2024-12-11	Discussion with T. Montesano re: pre-receivership HST returns.	0.1	
N. Sagolili	2024-12-12	Discussion with T. Montesano re: Canada Revenue Agency requests.	0.2	
T. Montesano	2024-12-12	Work on response to HST examination; pull all bank statements; bind pack response package , all HST returns filed.	1.3	
T. Montesano	2024-12-17	Work on response to CRA examination, access QuickBooks pull sales and purchase invoices, save $ \label{eq:crass} % \begin{subarray}{l} \textbf{Q} \textbf{Q} \textbf{Q} \textbf{Q} \textbf{Q} \textbf{Q} \textbf{Q} Q$	1.9	
N. Sagolili	2024-12-18	Coordinate payment of QuickBooks subscription.	0.2	
T. Montesano	2024-12-19	Work on response to CRA re HST Examination; log on to quick books pull sales and purchase invoices	2	
T. Montesano	2024-12-23	Finalize response to CRA re HST examination, bind all inserts.	2.1	

APPENDIX V

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

TRUE NORTH FREIGHT SOLUTIONS INC. and NORTH SHORE LOGISTICS INC.

Respondents

AFFIDAVIT OF LAURA CULLETON

(sworn January 23, 2025)

I, LAURA CULLETON, of the City of Toronto, in the Province of Ontario MAKE OATH AND SAY AS FOLLOWS:

- 1. I am an associate with the law firm of Chaitons LLP ("Chaitons"), lawyers for BDO Canada Limited, in its capacity as court-appointed receiver (the "Receiver"), of all the assets, undertakings and properties of each of the Respondents, and as such have knowledge of the matters to which I hereinafter depose.
- 2. Attached hereto and marked as **Exhibit "A"** are copies of the accounts issued by Chaitons to the Receiver for the time period commencing May 13, 2021 and ending December 31, 2024, totalling \$161,890.43 (comprised of fees of \$138,148.50, disbursements of \$5,367.36 and HST of \$18,374.57) with respect to this proceeding.
- 3. Attached hereto as **Exhibit "B"** is a summary of additional information with respect to the accounts referred to in paragraph 2 above, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from May 13, 2024 to December 31, 2024.

SWORN before me at the City of Toronto, in the Province of Ontario this 23rd day of January, 2025

LAURA CULLETON

A Commissioner, etc.

Antoinette DePinto, a Commissioner, etc., Province of Ontario, for Chaltons LLP, Barristers and Solicitors. Expires November 23, 2026. THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF LAURA CULLETON SWORN BEFORE ME THIS 23rd DAY OF JANUARY, 2025

A Commissioner Etc.



INVOICE NUMBER: 298089 May 31, 2024

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

Re: TRUE NORTH FREIGHT SOLUTIONS INC.

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including May 31, 2024:

PROFESSIONAL FEES

SUBJECT TO HST \$38,515.00

\$38,515.00

DISBURSEMENTS

SUBJECT TO HST \$49.84

SUB-TOTAL \$49.84 HST at 13.00% \$5,013.43

GRAND TOTAL \$43,578.27

Amount payable on the current invoice \$43,578.27

Plus outstanding invoices on this matter \$0.00

Amount Due \$43,578.27

Trust Balance

HST No R124110933 INVOICE NUMBER: 298089

PROFESSIONAL FEES:

May 13, 24	HGC	Telephone conference call with J. Parisi and M. Poliak;	0.50	\$447.50
May 13, 24	MP	Introductory call with J. Parisi and H. Chaiton;	0.40	\$270.00
May 14, 24	MP	Email correspondence with J. Parisi regarding claims to vehicles; calls with J. Parisi, A&B and BMO regarding receivership application and outstanding items; review correspondence on outstanding items; review receivership order; email correspondence with A&B regarding same;	2.20	\$1,485.00
May 14, 24	LAC	Telephone call with M Poliak; Receipt and review of report of the interim receiver.	0.90	\$337.50
May 15, 24	HGC	Emails and telephone call with M. Poliak;	0.30	\$268.50
May 15, 24	MP	Email correspondence and calls with A&B and J. Parisi regarding receivership application and the receivership order; call with counsel for ND LLP; call with Solara, A&B and J. Parisi; review draft letters to Chubb and re: missing vehicles;	3.80	\$2,565.00

HST No R124110933 INVOICE NUMBER: 298089

May 15, 24	LAC	E-mail correspondence with M Poliak and J Parisi; Preparing redlined order to model order; Meeting with M Poliak and J Parisi; Drafting Letter to Chubb insurance; Telephone calls with M Poliak; Receipt and review of e-mail correspondence from N Sagolili; Drafting letters to third parties with truck in their possession; Receipt and review of True North PPSA Summary; E-mail correspondence to M Lici and S Hans regarding bankruptcy orders; E-mail correspondence to J Parisi with letter to Chubb insurance; Preparing letter; E-mail correspondence to J Juba; E-mail correspondence to J Parisi with letters to third party truck holders.	3.20	\$1,200.00
May 16, 24	MP	Attend at the appointment hearing; email correspondence with J. Parisi regarding outstanding items;	0.80	\$540.00
May 16, 24	LAC	E-mail correspondence to A De Pinto regarding letters to be mailed to third party truck locations; E-mail to J Parisi regarding same; Telephone call with Sidharth; E-mail correspondence to M Poliak and A De Pinto; E-mail correspondence to J Parisi regarding call with Sidharth; Reviewing VSF proof of claim and security documents.	0.90	\$337.50
May 17, 24	HGC	Telephone call with M. Poliak;	0.40	\$358.00
May 17, 24	MP	Update call with BDO Canada Limited; update call with BMO, BMO's counsel and client; email correspondence with Omnitracs;	4.60	\$3,105.00
May 17, 24	LAC	Meeting with J Parisi, S Hans, S Graff, M Lici, R Gillespie and M Poliak; Telephone call with M Poliak and B Vale.	1.50	\$562.50

HST No R124110933 INVOICE NUMBER: 298089

May 17, 24	BVA	To sending, receiving, and reviewing correspondence from M. Poliak; reviewing the pre-filing report of BDO Canada Limited; discussing the file with M. Poliak and L. Culleton.	0.30	\$75.00
May 19, 24	BVA	To reviewing the pre-filing report of BDO Canada Limited in support of the preparation of a summary of parties and a summary of transfers; reviewing correspondence in this matter in support of the preparation of a summary of parties and a summary of transfers; preparing a summary of parties to the matter and a summary of transfers.	1.62	\$405.00
May 20, 24	MP	Review Macrotech transaction; email correspondence regarding same;	0.40	\$270.00
May 21, 24	MP	Review notes from Friday's meeting; calls and email correspondence with the Trustee and L. Culleton regarding outstanding issues; review research regarding wrong VIN numbers; review Breadner lease; call re liquidation approval motion;	4.40	\$2,970.00
May 21, 24	LAC	Reviewing Alexsei memo on whether vehicles sold to an arms-length purchaser still subject to a General Security Agreement.	0.40	\$150.00
May 21, 24	LAC	Revising meeting notes; E-mail correspondence to M Poliak regarding same; Meeting with M Poliak; J Parisi, P Naumis; Drafting letter to Talka Credit Union.	2.10	\$787.50

HST No R124110933 INVOICE NUMBER: 298089

May 21, 24	BVA	To reviewing the pre-filing report of BDO Canada Limited in support of the preparation of a summary of parties and a summary of transfers; reviewing correspondence in this matter in support of the preparation of a summary of parties and a summary of transfers; preparing a summary of parties to the matter and a summary of transfers; sending, receiving, and reviewing correspondence with L. Culleton re summaries; sending, receiving, and reviewing e-mail correspondence with M. Poliak re summaries; conducting research re characterization of leases and priority entitlements under the Personal Property Security Act in support of drafting a research memorandum.	2.71	\$677.50
May 22, 24	MP	Review research re faulty VINs; email correspondence regarding auction agreement approval; email correspondence with DJ and Josie; call re breadner leases; review research; email correspondence with various parties;	3.70	\$2,497.50
May 22, 24	LAC	E-mail correspondence to M Poliak regarding draft email to Commercial List office; Drafting letters to P Bal, M Bal and H Randhawa; E-mail correspondence to M Poliak; Receipt and review of Alexsei memo and noting up cases in same; Researching case law on status of vehicles sold; Receipt and review of revised letter to Talka Credit Union; E-mail correspondence to J Parisi and P Naumis with revised letter.	1.90	\$712.50
May 22, 24	BVA	To conducting research re characterization of leases and priority entitlements under the Personal Property Security Act in support of drafting a research memorandum.	0.34	\$85.00

HST No R124110933 INVOICE NUMBER: 298089

May 23, 24	MP	Correspondence regarding lease and macrotrucks; call with TGF regarding HSBC trucks and RBC payment; email correspondence with Aird & Berlis regarding Breadner trucks and research on faulty VIN registrations;	1.60	\$1,080.00
May 23, 24	LAC	Receipt and review of e-mail correspondence from J Parisi and P Naumis regarding letter to Talka; E-mail correspondence to M Poliak; E-mail correspondence to J Stephenson.	0.70	\$262.50
May 24, 24	HGC	Internal conference re security review;	0.30	\$268.50
May 24, 24	MP	Internal call regarding security review; review Meridian leases; email correspondence and call with J. Parisi and P. Naumis regarding same;	2.20	\$1,485.00
May 24, 24	КН	To telephone call with H. Chaiton, M. Poliak and L. Culleton; To reviewing PPSA security; To telephone call with M. Poliak;	1.90	\$902.50
May 24, 24	BVA	To conducting research re characterization of leases and priority entitlements under the Personal Property Security Act in support of drafting a research memorandum; drafting memorandum of law re characterization of leases and priority entitlements under the Personal Property Security Act.	1.77	\$442.50
May 25, 24	MP	Email correspondence regarding outstanding items;	0.30	\$202.50
May 26, 24	BVA	To conducting research re characterization of leases and priority entitlements under the Personal Property Security Act and errors in VIN registration in support of drafting research memoranda; drafting memoranda of law re characterization of leases and priority entitlements under the Personal Property Security Act and errors in VIN registration.	3.05	\$762.50
May 27, 24	MP	Draft letter to Talka; review research on	1.40	\$945.00
, -,	_	priorities and true leases;		, = = = = =
May 27, 24	KH	To reviewing PPSA security;	1.00	\$475.00

HST No R124110933 INVOICE NUMBER: 298089

May 27, 24	BVA	To conducting research re characterization of leases and priority entitlements under the Personal Property Security Act and errors in VIN registration in support of drafting research memoranda; drafting memoranda of law re characterization of leases and priority entitlements under the Personal Property Security Act and errors in VIN registration; sending e-mail correspondence to M. Poliak.	1.82	\$455.00
May 28, 24	MP	Review HSBC lease summary; email correspondence regarding same; call with J. Parisi regarding Harry; revise letter to Talka;	0.80	\$540.00
May 28, 24	LAC	Reviewing PPSA Summary from K Hughes; Finalizing letter to Talka Credit Union; E-mail correspondence to J Stephenson with same; Reviewing research memo prepared by B Vale on the characterization of leases and priorities of same under the PPSA.	0.70	\$262.50
May 29, 24	MP	Call with J. Parisi regarding outstanding items; call with BDO, BMO and Aird & Berlis regarding same; review and revise draft report;	3.80	\$2,565.00
May 29, 24	LAC	Meeting with M Poliak, J Parisi, P Naumis; Meeting with R Gillespie, S Graff, M Lici, S Hans, J Parisi and M Poliak; Drafting Notice of Appearance; Revising Meeting Notes for review; Receipt and review of e-mail correspondence from J Stephenson; Receipt and review of list of issues to discuss from J Parisi; Reviewing documents provided by Armour to J Parisi; Receipt and review of repossession document of CWB from P Naumis; Reviewing research memo by B Vale regarding mistakes in PPSA registrations and the effect of same on priority.	4.10	\$1,537.50
May 29, 24	KH	To reviewing PPSA security;	2.30	\$1,092.50

HST No R124110933 INVOICE NUMBER: 298089

8.

Chaitons

May 30, 24 MP Call with Talka's counsel; review services agreement and draft report; May 30, 24 LAC Receipt and review of e-mail correspondence from J Parisi regarding BMO leases and Ritchie Brothers Multi-Channel Sales Agreement; Reviewing multi-channel sales agreement; Finalizing and serving Notice of Appearance on Service List in BDC application; Receipt and review of e-mail correspondence from J Parisi regarding share purchase agreement from BMO; Receipt and review of e-mail correspondence from K Sae-Chua regarding TFG Financial claims. May 30, 24 KH To reviewing PPSA security; 1.50 \$712.50 May 31, 24 MP Review Auction Services Agreement; calls with J. Parisi and Eva regarding same; email correspondence regarding breadner trucks; May 31, 24 LAC Receipt and review of e-mail correspondence from J Parisi regarding report, text message from Harvinder, and Canadian Western Bank security documents. May 31, 24 KH To reviewing PPSA security; 1.80 \$855.00 TOTAL HOURS	May 29, 24	BVA	To making revisions to a research memo on the characterization of leases; sending and receiving correspondence with L. Culleton re research memoranda on characterization of leases and mistakes in registration under the Personal Property Security Act.	0.39	\$97.50
from J Parisi regarding BMO leases and Ritchie Brothers Multi-Channel Sales Agreement; Reviewing multi-channel sales agreement; Finalizing and serving Notice of Appearance on Service List in BDC application; Receipt and review of e-mail correspondence from J Parisi regarding share purchase agreement from BMO; Receipt and review of e-mail correspondence from K Sae- Chua regarding TFG Financial claims. May 30, 24 KH To reviewing PPSA security; 1.50 \$712.50 May 31, 24 MP Review Auction Services Agreement; calls with J. Parisi and Eva regarding same; email correspondence regarding breadner trucks; May 31, 24 LAC Receipt and review of e-mail correspondence from J Parisi regarding report, text message from Harvinder, and Canadian Western Bank security documents. May 31, 24 KH To reviewing PPSA security; 1.80 \$855.00 74.60 \$38,515.00	May 30, 24	MP		2.60	\$1,755.00
May 30, 24 KH To reviewing PPSA security; 1.50 \$712.50 May 31, 24 MP Review Auction Services Agreement; calls with J. Parisi and Eva regarding same; email correspondence regarding breadner trucks; May 31, 24 LAC Receipt and review of e-mail correspondence from J Parisi regarding report, text message from Harvinder, and Canadian Western Bank security documents. May 31, 24 KH To reviewing PPSA security; 1.80 \$855.00 74.60 \$38,515.00	May 30, 24	LAC	Receipt and review of e-mail correspondence from J Parisi regarding BMO leases and Ritchie Brothers Multi-Channel Sales Agreement; Reviewing multi-channel sales agreement; Finalizing and serving Notice of Appearance on Service List in BDC application; Receipt and review of e-mail correspondence from J Parisi regarding share purchase agreement from BMO; Receipt and review of e-mail correspondence from K Sae-	1.10	\$412.50
with J. Parisi and Eva regarding same; email correspondence regarding breadner trucks; May 31, 24 LAC Receipt and review of e-mail correspondence from J Parisi regarding report, text message from Harvinder, and Canadian Western Bank security documents. May 31, 24 KH To reviewing PPSA security; 1.80 \$855.00 74.60 \$38,515.00	May 30, 24	KH	To reviewing PPSA security;	1.50	\$712.50
from J Parisi regarding report, text message from Harvinder, and Canadian Western Bank security documents. May 31, 24 KH To reviewing PPSA security; 1.80 \$855.00 74.60 \$38,515.00	May 31, 24	MP	with J. Parisi and Eva regarding same; email	1.70	\$1,147.50
74.60 \$38,515.00	May 31, 24	LAC	from J Parisi regarding report, text message from Harvinder, and Canadian Western Bank	0.40	\$150.00
	May 31, 24	KH			

TOTAL PROFESSIONAL FEES

HST at 13.00%

\$38,515.00 5,006.95

HST No R124110933 INVOICE NUMBER: 298089



DISBURSEMENTS:

Subject to HST:

Postage Charges Taxable \$3.92 Registered Mail Taxable \$45.92

\$49.84

TOTAL DISBURSEMENTS

HST at 13.00%

\$49.84 6.48

GRAND TOTAL \$43,578.27

CHAITONS LLP

per:

Maya Poliak

LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
HARVEY G. CHAITON	\$895.00	1.50	\$1,342.50
MAYA POLIAK	\$675.00	34.70	\$23,422.50
LAURA CULLETON	\$375.00	17.90	\$6,712.50
KATHRYN HUGHES	\$475.00	8.50	\$4,037.50
BRANDON VALE	\$250.00	12.00	\$3,000.00
Total:		74.60	\$38,515.00

HST No R124110933 INVOICE NUMBER: 298089



INVOICE NUMBER: 298978 June 30, 2024

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

Re: TRUE NORTH FREIGHT SOLUTIONS INC.

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including June 30, 2024:

PROFESSIONAL FEES

SUBJECT TO HST \$47,286.00

SUB-TOTAL \$47,286.00

DISBURSEMENTS

NON TAXABLE \$767.00 SUBJECT TO HST \$354.73

SUB-TOTAL \$1,121.73 HST at 13.00% \$6,193.29

GRAND TOTAL \$54,601.02

Amount payable on the current invoice \$54,601.02
Plus outstanding invoices on this matter \$43,578.27

Amount Due \$98,179.29

Trust Balance

HST No R124110933 INVOICE NUMBER: 298978

PROFESSIONAL FEES:

Jun 2, 24	HGC	Review email and telephone call with M. Poliak;	0.30	\$268.50
Jun 2, 24	MP	Email correspondence regarding security review, Breadner leases and real property lease; email correspondence and call with H. Chaiton regarding same;	1.30	\$877.50
Jun 3, 24	MP	Call with J. Parisi regarding TUV claims, real property lease and equipment located on the Debtors' premises; review and revise draft Auction Services Agreement;	3.00	\$2,025.00
Jun 3, 24	KH	To reviewing PPSA security; To preparing memo;	3.20	\$1,520.00
Jun 4, 24	MP	Prepared for and attended a call with BMO and BDO; PPSA summary review with K. Hughes; email correspondence regarding vehicle pick up; review and update notes from May 29 meeting;	3.80	\$2,565.00
Jun 4, 24	КН	To telephone calls with M. Poliak; To preparing PPSA summary; To preparing VIN summary;	2.20	\$1,045.00
Jun 5, 24	KH	To preparing Coast Capital VIN summary; To reviewing PPSA security; To preparing PPSA summary; To preparing VIN summary; To email correspondence with J. Parisi;	1.50	\$712.50
Jun 6, 24	MP	Call with Ritchie Bros. regarding draft Auction Agreement; email correspondence regarding same; draft letters to parties who have not filed proofs of claim; review security interests of same;	4.80	\$3,240.00
Jun 7, 24	MP	Revise letters to PPSA registrants with comments from BDO; draft additional letters; review and revise draft report; email correspondence regarding same;	5.70	\$3,847.50

HST No R124110933 INVOICE NUMBER: 298978

Jun 8, 24	MP	Email correspondence with Ritchie Bros. and Receiver regarding Auction Services Agreement;	0.40	\$270.00
Jun 10, 24	MP	Meetings with J. Parisi and K. Hughes regarding PPSA summary reviews; revise draft report with comments from BMO and BDO; review service list; call with J. Parisi regarding Coast; email correspondence with BDO regarding Macrotech and TFG; email to Coast;	4.80	\$3,240.00
Jun 10, 24	LAC	Receipt and review of e-mail correspondence from K Letwin.	0.20	\$75.00
Jun 10, 24	KH	To reviewing Bank of Nova Scotia security; To reviewing updated PPSA searches; To updating PPSA summary; To various e-mail correspondence; To telephone call with > Poliak and J. Parisi;	3.00	\$1,425.00
Jun 11, 24	MP	Review Auction Services Agreement; finalize same; draft orders; and review Notice of Motion; calls with BDO regarding auction agreement, motion and Lennox; call with M. Pasternack regarding draft agreement; finalize motion record;	7.20	\$4,860.00
Jun 11, 24	MPA	Review Equipment Interchange Agreement; internal discussion re requirement for indemnification-type agreement re transportation of trailers; commence drafting agreement.	1.80	\$1,350.00
Jun 11, 24	LAC	Receipt and review of draft first report; Drafting Notice of Motion; Receipt and review of e-mail correspondence between M Poliak and J Guo; Reviewing and revising first report of the Receiver; E-mail correspondence to J Parisi with final version of report; Reviewing service list; E-mail correspondence to J Parisi, P Nuamis and N Sagolili; Revising service list; Preparing and revising Motion Record.	4.90	\$1,837.50
Jun 11, 24	КН	To various e-mail correspondence with J. Parisi; To updating PPSA and VIN summaries;	0.70	\$332.50

HST No R124110933 INVOICE NUMBER: 298978

Jun 12, 24	MP	Review Trailer Usage and Indemnity Agreement; draft vesting order; email correspondence with certain PPSA registrants and R. Fisher regarding upcoming motion; email correspondence with Ritchie Bros. regarding order; draft factum;	6.20	\$4,185.00
Jun 12, 24	MPA	Review motion record for debtor and secured party information; continue drafting Trailer Usage and Indemnity Agreement; review, revise and circulate for comment.	1.70	\$1,275.00
Jun 12, 24	LAC	E-mail correspondence to L Christadoulou regarding service list; E-mail correspondence to P Baxi with revised link; E-mail correspondence to R Chakrabarti; Receipt, review and responding to e-mail correspondence from J Bihis; Receipt, review and responding to e-mail correspondence from M Ethier; -mail correspondence to service list regarding attendance at hearing on Friday; Receipt and review of e-mail correspondence from S Hans; E-mail correspondence to P Turner with hearing and caselines details; Receipt and responding to e-mail correspondence with M Harris; Receipt and review of e-mail correspondence from J Guo; Receipt and review of e-mail correspondence from E Smoluch; Receipt and review of e-mail correspondence from R Chakrabarti regarding proceeds of sale of HSBC vehicles.	1.90	\$712.50
Jun 13, 24	MP	Review Coast and BVD security; email correspondence regarding upcoming motion; call with VW; email correspondence regarding same; prepare for the motion;	2.60	\$1,755.00

HST No R124110933 INVOICE NUMBER: 298978

Jun 13, 24	LAC	Serving factum of the receiver; Receipt and review of e-mail correspondence from R Chakrabarti regarding attendance at hearing on Friday; Receipt and review of e-mail correspondence from R Ducasse; Receipt, review and responding to e-mail correspondence from R Lester regarding draft order; E-mail correspondence to service list with updated time of motion; Receipt and review of e-mail correspondence from M Masi regarding TFG release; Receipt and review of e-mail correspondence from J Guo; Receipt and review of e-mail correspondence from E Smoluch; Reviewing letter correspondence and attachments from E Gray.	1.40	\$525.00
Jun 13, 24	KH	To preparing BVD VIN summary;	1.00	\$475.00
Jun 14, 24	MP	Prepared for and attended at the hearing; email correspondence regarding same;	1.00	\$675.00
Jun 14, 24	LAC	Revising Approval and Vesting Order; E-mail correspondence to service list with revised order; Uploading revised order to caselines; Appearing for and attending at hearing before Justice Black; E-mail correspondence to registrar with draft orders in word format; Receipt and review of e-mail correspondence from T Ouyang with Notice of Appearance; E-mail correspondence to A Page regarding first meeting of creditors of H Randhawa; E-mail correspondence with J Parisi regarding first meeting of creditors.	1.40	\$525.00
Jun 16, 24	LAC	Receipt and review of e-mail correspondence from J Parisi regarding proof of claim form; E-mail correspondence to M Poliak regarding proof of claim and proxy; Reviewing proof of claim and proxy and signing same; E-mail correspondence to A Page with proof of claim and proxy.	0.40	\$150.00

HST No R124110933 INVOICE NUMBER: 298978

Jun 17, 24	MP	Call with J. Parisi and L. Culleton; email correspondence regarding trailers;	0.50	\$337.50
Jun 17, 24	LAC	E-mail correspondence with A Page; Travel time to and from Trustee's office for first meeting of creditors; Appearing for First Meeting of Creditors of Harvinder Randhawa; Receipt and review of endorsement of Justice Black; E-mail correspondence with J Parisi regarding first meeting of creditors of H Randhawa and statement of affairs of H Randhawa; Meeting with M Poliak and J Parisi regarding first meeting, talka credit union, disclaimer of lease; E-mail correspondence to R Lester regarding information from Talka Credit Union; Receipt, review and responding to e-mail correspondence from P Wong regarding service; Receipt and review of e-mail correspondence between J Parisi and E Smoluch	2.70	\$1,012.50
Jun 18, 24	MP	Call with J. Parisi;	0.40	\$270.00
Jun 18, 24	KH	To reviewing New Millenium proof of claim; To preparing RSLA lien summary;	1.30	\$617.50
Jun 19, 24	MP	Call with P. Naumis regarding BVD and Wells Fargo;	0.40	\$270.00
Jun 19, 24	LAC	Receipt and review of e-mail correspondence between S Hans, J Parisi and M Poliak; Receipt and review of e-mail correspondence between J Parisi and M Poliak regarding CLE Capital; Drafting letter to CLE Capital Inc. regarding proof of claim.	0.60	\$225.00
Jun 20, 24	MP	Update call with A&B, BMO and BDO; follow up call with BDO;	1.00	\$675.00
Jun 20, 24	LAC	Meeting with J Parisi, M Poliak, R Gillespie, M Lici, S Hans and S Graff.	0.80	\$300.00
Jun 21, 24	MP	Email correspondence and call with the Receiver;	0.60	\$405.00

HST No R124110933 INVOICE NUMBER: 298978

Jun 24, 24	LAC	E-mail correspondence to R Lester regarding documents and information from Talka Credit Union.	0.10	\$37.50
Jun 25, 24	MP	Email correspondence regarding various issues;	0.90	\$607.50
Jun 25, 24	LAC	Receipt and review of e-mail correspondence from C Galea; Receipt and review of e-mail correspondence and responses to inquiries from R Lester; E-mail correspondence with J Parisi and M Poliak; Receipt and review of e-mail correspondence from M Poliak regarding RSLA lien; Telephone call with Service Ontario regarding obtaining Ontario storage lien search; E-mail correspondence to A De Pinto; E-mail correspondence to J Parisi with confirmation of lien deletion.	1.30	\$487.50
Jun 26, 24	MP	Email correspondence regarding the Auction; call with BMO, A&B and Receiver regarding examinations;	1.00	\$675.00
Jun 26, 24	LAC	Receipt and review of e-mail correspondence from R Gillespie regarding Alberta claims.	0.10	\$37.50
Jun 27, 24	LAC	E-mail correspondence to J Parisi and M Poliak regarding creditors package for Paramjit Bal bankruptcy; Reviewing Paramjit Bal statement of affairs; E-mail correspondence with J Parisi regarding attendance at first meeting of creditors; Reviewing Alexsei memo on financing versus true lease.	0.90	\$337.50
Jun 28, 24	MP	Update calls with J. Parisi; email correspondence regarding outstanding items;	1.70	\$1,147.50
Jun 28, 24	LAC	Receipt and review of e-mail correspondence from J Parisi regarding appearance at first meeting of creditors of Paramjit Bal; Receipt and review of e-mail correspondence between J Parisi and R Gillespie.	0.20	\$75.00
		TOTAL HOURS	80.90	\$47,286.00

HST No R124110933 INVOICE NUMBER: 298978



TOTAL PROFESSION HST at 13.00%	ONAL FEES		\$47,286.00 6,147.18
DISBURSEMENTS:			
Subject to HST:			
	Internet Search Fee Taxable	\$172.15	
	Courier and Taxi Charges Taxable	\$182.58	
			\$354.73
Non-Taxable:			
	General Non-taxable	\$180.00	
	File Motion Record(s) Non-taxable	\$339.00	
	Motor Vehicle Search(es) Non-taxable	\$224.00	
	Government Disbursement Internet	\$24.00	
	Search Non-tax.		
			\$767.00
TOTAL DISBURSE	MENTS		\$1,121.73
HST at 13.00%			46.11
GRAND TOTAL			\$54,601.02
CHAITONS LLP			

HST No R124110933 INVOICE NUMBER: 298978



LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
HARVEY G. CHAITON	\$895.00	0.30	\$268.50
MAYA POLIAK	\$675.00	47.30	\$31,927.50
MICHAEL PASTERNACK	\$750.00	3.50	\$2,625.00
LAURA CULLETON	\$375.00	16.90	\$6,337.50
KATHRYN HUGHES	\$475.00	12.90	\$6,127.50
Total:		80.90	\$47,286.00

HST No R124110933 INVOICE NUMBER: 298978



INVOICE NUMBER: 300289 August 31, 2024

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

Re: TRUE NORTH FREIGHT SOLUTIONS INC.

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including August 31, 2024:

PROFESSIONAL FEES

SUBJECT TO HST \$28,542.50

SUB-TOTAL \$28,542.50

DISBURSEMENTS

NON TAXABLE \$1,098.00 SUBJECT TO HST \$1,055.15

SUB-TOTAL \$2,153.15 HST at 13.00% \$3,847.69

GRAND TOTAL \$34,543.34

Amount payable on the current invoice \$34,543.34

Plus outstanding invoices on this matter \$98,179.29

Amount Due \$132,722.63

Trust Balance

HST No R124110933 INVOICE NUMBER: 300289

PROFESSIONAL FEES:

Jul 2, 24	MP	Call with M. Harris;	0.40	\$270.00
Jul 4, 24	MP	Email correspondence with Aird & Berlis; call	1.60	\$1,080.00
		with J. Parisi on various outstanding issues;		
Jul 4, 24	LAC	Receipt and review of e-mail correspondence	0.10	\$37.50
		from J Parisi and P Naumis with VIN numbers.		
Jul 5, 24	MP	Email correspondence regarding certain vehicles;	0.20	\$135.00
Jul 5, 24	LAC	Receipt and review of e-mail correspondence from J Parisi.	0.30	\$112.50
Jul 8, 24	MP	Call with E. Gray; email correspondence with J. Parisi regarding Daimler; review Daimler POC;	0.60	\$405.00
Jul 9, 24	MP	Email correspondence with client regarding Daimler; various VIN issues and Coast;	0.70	\$472.50
Jul 9, 24	LAC	Receipt and review of e-mail correspondence from J Parisi; E-mail correspondence to A De Pinto.	0.10	\$37.50
Jul 10, 24	MP	Review claim of Coast against assets that did not show up on PPSA;	0.40	\$270.00
Jul 11, 24	MP	Correspondence regarding vehicles that don't show up on Debtors' PPSA searches; review PPSA VIN searches;	0.50	\$337.50
Jul 11, 24	LAC	Reviewing Wilscott Lease Agreement; Reviewing factors to consider in determining whether a lease is a true lease or a financing lease; E-mail correspondence to M Poliak.	0.90	\$337.50
Jul 11, 24	VKO	Creating a summary of PPSA Registrations for True North Freight Solutions and North Shore Logistics.	1.00	\$250.00
Jul 11, 24	BVA	Researching validity of a purchase money security interest where a corporation has changed its name; sending e-mail correspondence to M. Poliak re research findings.	3.40	\$850.00

HST No R124110933 INVOICE NUMBER: 300289

Jul 12, 24	MP	Email correspondence with P. Naumis regarding third party goods; email correspondence and research regarding PPSA	1.30	\$877.50
Jul 12, 24	LAC	priority and name change; Reviewing whether a lessor with a true lease has a right to repossess or claim proceeds of equipment without proper PPSA registration; Drafting research memo to M Poliak regarding repossession right and right to	4.40	\$1,650.00
Jul 12, 24	VKO	proceeds for unregistered security holder. Updating chart summarizing PPSA registrations for True North Freight Solutions and North Shore Logistics Inc. Emailing chart to M. Poliak.	2.00	\$500.00
Jul 13, 24	LAC	E-mail correspondence to J Parisi; Receipt and review of e-mail correspondence from P Naumis.	0.10	\$37.50
Jul 15, 24	LAC	Drafting letter to Willscot regarding equipment and unregistered security interest.	0.30	\$112.50
Jul 16, 24	MP	Calls and email correspondence with J. Parisi and P. Naumis regarding lessor claims; email correspondence with Canadian Tire;	1.20	\$810.00
Jul 17, 24	MP	Meeting with BMO, Aird & Berlis and BDO; follow up call with J. Parisi; draft email to E. Gray;	2.00	\$1,350.00
Jul 18, 24	MP	Email correspondence regarding vehicles;	0.40	\$270.00
Jul 19, 24	MP	Email correspondence regarding Daimler and outstanding items; draft letter to M. Harris; call with J. Parisi regarding outstanding items; email to Aird & Berlis regarding same; email correspondence regarding title transfer;	2.40	\$1,620.00
Jul 19, 24	LAC	Receipt and review of e-mail correspondence and statement of claim from K Letwin.	0.20	\$75.00
Jul 19, 24	LAC	E-mail correspondence to M Poliak regarding Willscot letter.	0.10	\$37.50
Jul 24, 24	MP	Call with J. Parisi to update on examinations of principals; draft letter to Domtar;	1.10	\$742.50

HST No R124110933 INVOICE NUMBER: 300289

Jul 25, 24	MP	Update call with A&B, BMO and the Receiver; call with counsel for Coast; email correspondence regarding outstanding items; email correspondence with K. Hughes regarding PPSA discharges;	1.50	\$1,012.50
Jul 25, 24	LAC	E-mail correspondence with K Sae-Chua regarding VIN search; Reviewing VIN search.	0.20	\$75.00
Jul 26, 24	MP	Email correspondence with J. Parisi and K. Hughes regarding PPSA discharges;	0.30	\$202.50
Jul 29, 24	MP	Email correspondence regarding Domtar; email correspondence regarding discharges;	0.30	\$202.50
Jul 29, 24	LAC	Receipt and review of e-mail correspondence from M Poliak regarding Domtar.	0.10	\$37.50
Jul 29, 24	KH	To reviewing PPSA searches; To e-mail correspondence with J. Parisi; To preparing discharge;	0.30	\$142.50
Jul 30, 24	MP	Email correspondence with J. Parisi;	0.20	\$135.00
Jul 30, 24	LAC	Receipt and review of e-mail correspondence from P Naumis regarding Domtar.	0.10	\$37.50
Jul 31, 24	MP	Call and email correspondence with J. Parisi regarding Daimler, Macro and other outstanding items; call with D. Hornbostel, R. Fisher and J. Parisi;	1.80	\$1,215.00
Jul 31, 24	KH	To e-mail correspondence with J. Parisi;	0.10	\$47.50
Aug 1, 24	MP	Call and email correspondence with J. Parisi; review correspondence to third party goods owners;	0.70	\$472.50
Aug 1, 24	KH	To reviewing PPSA discharges; To e-mail correspondence with S. Burrowes;	0.30	\$142.50
Aug 2, 24	MP	Review draft letter to third party goods owners and provide comments on same; email correspondence with J. Parisi about Macrotech; email correspondence regarding Domtar;	0.60	\$405.00
Aug 2, 24	LAC	Receipt and review of e-mail correspondence from M Poliak regarding letter re third party goods.	0.10	\$37.50

HST No R124110933 INVOICE NUMBER: 300289

Aug 7, 24	MP	Review correspondence from R. Fisher; email correspondence with J. Parisi regarding same; call with BDO team regarding same and other outstanding items; email correspondence regarding various issues;	1.50	\$1,012.50
Aug 7, 24	MLA	To researching Bankruptcy and Insolvency Act obligations upon a trustee for cleanup of a disclaimed property;	0.60	\$135.00
Aug 8, 24	MP	Email correspondence regarding Kruger and Halton Hills; call with LBC's counsel; email correspondence with BDO regarding same;	1.80	\$1,215.00
Aug 8, 24	MLA	To researching Bankruptcy and Insolvency Act obligations upon a trustee for cleanup of a disclaimed property;	2.50	\$562.50
Aug 9, 24	MP	Correspondence regarding various outstanding issues; call regarding third party goods; email correspondence regarding LBC release; draft letter to Kruger's counsel;	1.50	\$1,012.50
Aug 9, 24	MLA	To researching Bankruptcy and Insolvency Act obligations upon a trustee for cleanup of a disclaimed property;	1.50	\$337.50
Aug 12, 24	MP	Call with D. Powrie regarding Coast;	0.40	\$270.00
Aug 13, 24	MP	Review letter to lessors and third party claimants; update call with A&B draft response letter to R. Fisher;	0.70	\$472.50
Aug 15, 24	MP	Revise draft letter to R. Fisher; call with BDO regarding same;	1.50	\$1,012.50
Aug 19, 24	MP	Email correspondence regarding third party goods and Kruger;	0.30	\$202.50
Aug 20, 24	MP	Call with Kruger's legal counsel, MNP and Rosemary Fisher; call with P. Naumis regarding Kruger; draft email summarizing all correspondence; email correspondence with R. Fisher regarding lease agreements; email correspondence regarding MNP's correspondence with lessors;	3.50	\$2,362.50
Aug 21, 24	MP	Email correspondence regarding Kruger; call with J. Parisi, MNP and R. Fisher;	1.20	\$810.00

HST No R124110933 INVOICE NUMBER: 300289



Aug 23, 24	MP	Email correspondence with P. Naumis and J. Parisi regarding 3 party goods;	0.30	\$202.50
Aug 26, 24	MP	Email correspondence regarding Macrotech; draft email to A&B regarding same;	0.40	\$270.00
Aug 27, 24	MP	Draft email re: Macrotech; email correspondence regarding outstanding items and Kruger;	1.70	\$1,147.50
Aug 29, 24	MP	Call with P. Naumis re Kruger;	0.60	\$405.00
Aug 30, 24	MP	Review draft letter to Sukhdeep; email correspondence with McCarthy regarding Kruger;	0.40	\$270.00
		TOTAL HOURS	52.70	\$28,542.50

TOTAL PROFESSIONAL FEESHST at 13.00%

\$28,542.50
3,710.53

DISBURSEMENTS:

Subject to HST:

Internet Search Fee Taxable \$1,055.15

\$1,055.15

Non-Taxable:

Motor Vehicle Search(es) Non-taxable \$882.00 Government Disbursement Internet \$216.00

Search Non-tax.

\$1,098.00

TOTAL DISBURSEMENTSHST at 13.00%

\$2,153.15
137.17

HST No R124110933 INVOICE NUMBER: 300289

E.&O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



GRAND TOTAL \$34,543.34

CHAITONS LLP

Maya Polial

LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
MAYA POLIAK	\$675.00	34.00	\$22,950.00
LAURA CULLETON	\$375.00	7.00	\$2,625.00
KATHRYN HUGHES	\$475.00	0.70	\$332.50
MALEEHA ANWAR	\$225.00	4.60	\$1,035.00
VALERIE KOCH	\$250.00	3.00	\$750.00
BRANDON VALE	\$250.00	3.40	\$850.00
Total:		52.70	\$28,542.50

HST No R124110933 INVOICE NUMBER: 300289

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



INVOICE NUMBER: 300868 September 30, 2024

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

Re: TRUE NORTH FREIGHT SOLUTIONS INC.

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including September 30, 2024:

PROFESSIONAL FEES

\$7,492.50 SUBJECT TO HST

SUB-TOTAL \$7,492.50

DISBURSEMENTS

NON TAXABLE \$32.00 \$101.80 SUBJECT TO HST

SUB-TOTAL \$133.80 HST at 13.00% \$987.26

GRAND TOTAL \$8,613.56

> Amount payable on the current invoice \$8,613.56 Plus outstanding invoices on this matter \$132,722.63

> **Amount Due** \$141,336.19

Trust Balance

HST No R124110933 INVOICE NUMBER: 300868

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Sep 3, 24	MP	Email correspondence regarding Talka examinations; review corporate searches; prepare for and attended at the call with BMO, A&B and BDO;	2.30	\$1,552.50
Sep 4, 24	MP	Call with J. Parisi; review Coast Capital's security; email correspondence with D. Powerie;	0.80	\$540.00
Sep 5, 24	MP	Call with and email correspondence to D. Powrie regarding Coast Capital's claim;	1.00	\$675.00
Sep 9, 24	MP	Email correspondence with McCarthy regarding Kruger; call with J. Parisi and Macrotech; follow up call with J. Parisi; email to R. Fisher regarding rent; review emails provided by Macrotech and email correspondence regarding same;	1.50	\$1,012.50
Sep 11, 24	MP	Email correspondence regarding Kruger;	0.20	\$135.00
Sep 12, 24	MP	Email correspondence regarding Kruger;	0.20	\$135.00
Sep 20, 24	MP	Review CWB lease and security and PSPA searches; review correspondence regarding certain leased vehicles;	1.40	\$945.00
Sep 23, 24	MP	Update call with BDO;	0.80	\$540.00
Sep 25, 24	MP	Update call with BMO and their counsel; email correspondence regarding a CWB vehicle;	1.40	\$945.00
Sep 27, 24	MP	Call with D. Ballesteros; call with J. Parisi regarding same; email correspondence with Kruger's counsel;	1.10	\$742.50

HST No R124110933 INVOICE NUMBER: 300868

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



Sep 30, 24 MP Call with BDO and BMO regarding occupation 0.40 \$270.00 rent;

11.10 \$7,492.50 TOTAL HOURS

TOTAL PROFESSIONAL FEES HST at 13.00%

\$7,492.50 974.03

DISBURSEMENTS:

Subject to HST:

Internet Search Fee Taxable \$101.80

\$101.80

Non-Taxable:

Government Disbursement Internet \$32.00

Search Non-tax.

\$32.00

TOTAL DISBURSEMENTS

\$133.80

HST at 13.00%

13.23

GRAND TOTAL

\$8,613.56

CHAITONS LLP

per:

Maya Polaik

LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
MAYA POLIAK	\$675.00	11.10	\$7,492.50
Total:		11.10	\$7,492.50



INVOICE NUMBER: 301882 October 31, 2024

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

Re: TRUE NORTH FREIGHT SOLUTIONS INC.

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including October 31, 2024:

PROFESSIONAL FEES

SUBJECT TO HST \$6,615.00

SUB-TOTAL \$6,615.00

DISBURSEMENTS

NON TAXABLE \$198.00 SUBJECT TO HST \$585.35

SUB-TOTAL \$783.35 HST at 13.00% \$936.05

GRAND TOTAL \$8,334.40

Amount payable on the current invoice \$8,334.40 Plus outstanding invoices on this matter \$141,336.19 **Amount Due** \$149,670.59

Trust Balance

HST No R124110933 INVOICE NUMBER: 301882

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Oct 2, 24	MP	Email correspondence with R. Fisher and J. Parisi; email correspondence and call with US	0.70	\$472.50
		counsel regarding Georgian account;		
Oct 3, 24	MP	Email correspondence and calls regarding Kruger; email correspondence regarding MacroTech;	1.30	\$877.50
Oct 7, 24	MP	Email correspondence regarding Kruger;	0.20	\$135.00
Oct 8, 24	MP	Email correspondence regarding Kruger and occupation rent settlement;	0.50	\$337.50
Oct 18, 24	MP	Call with BDO;	0.70	\$472.50
Oct 19, 24	MP	Review BVD registrations; draft letter to counsel;	0.60	\$405.00
Oct 20, 24	MP	Draft letter to BVD; revise letter with	1.30	\$877.50
		comments from P. Naumis; email		
		correspondence regarding same; email		
		correspondence with counsel for BNY;		
Oct 21, 24	MP	Draft reply re: Kruger;	0.20	\$135.00
Oct 22, 24	MP	Email correspondence with counsel for BVD and Kruger; review BVD POC;	0.50	\$337.50
Oct 22, 24	MP	Update call with BMO, Aird and Berlis and BDO;	1.00	\$675.00
Oct 23, 24	MP	Call with D. Powrie regarding Coast Capital; email correspondence with BDO regarding same;	0.50	\$337.50
Oct 24, 24	MP	Email correspondence with L. Klug and J. Parisi;	0.30	\$202.50
Oct 27, 24	MP	Review PPSA searches for vehicles that are not subject to registrations against True North;	0.80	\$540.00
Oct 28, 24	MP	Review PPSA searches for individual VINs	0.60	\$405.00
Oct 29, 24	MP	Correspondence with BVD;	0.30	\$202.50

HST No R124110933 INVOICE NUMBER: 301882

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



Oct 30, 24	MP	Email correspondence regarding VIN history;	0.10	\$67.50
Oct 31, 24	MP	Revise Notice of Examination for BNY;	0.20	\$135.00
			9.80	\$6,615.00
		TOTAL HOURS		

TOTAL PROFESSIONAL FEES

\$6,615.00

HST at 13.00%

859.95

DISBURSEMENTS:

Subject to HST:

Internet Search Fee Taxable \$585.35

\$585.35

Non-Taxable:

Motor Vehicle Search(es) Non-taxable \$14.00 Government Disbursement Internet \$184.00

Search Non-tax.

\$198.00

TOTAL DISBURSEMENTS

\$783.35

HST at 13.00% 76.10

GRAND TOTAL \$8,334.40

CHAITONS LLP

per:

Maya Poliak

LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
MAYA POLIAK	\$675.00	9.80	\$6,615.00
Total:		9.80	\$6,615.00



INVOICE NUMBER: 302467 November 30, 2024

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

Re: TRUE NORTH FREIGHT SOLUTIONS INC.

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including November 30, 2024:

PROFESSIONAL FEES

SUBJECT TO HST \$5,737.50

SUB-TOTAL \$5,737.50

DISBURSEMENTS

NON TAXABLE \$22.00 \$440.55 SUBJECT TO HST

SUB-TOTAL \$462.55

HST at 13.00% \$803.15

GRAND TOTAL \$7,003.20

> Amount payable on the current invoice \$7,003.20 Plus outstanding invoices on this matter \$0.00

> **Amount Due \$7,003.20**

Trust Balance

HST No R124110933 INVOICE NUMBER: 302467

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PRO	FESSIO	NAI.	FEES:

Nov 1, 24	MP	Call with J. Parisi and P. Naumis regarding preparation for examinations of BNY; review notes;	0.80	\$540.00
Nov 5, 24	MP	Prepare for examination of BNY Capital and S. Bender; email correspondence regarding discharges;	1.20	\$810.00
Nov 6, 24	MP	Prepare for and attend at the examinations of BNY; reporting email to J. Parisi;	3.20	\$2,160.00
Nov 6, 24	MP	Review correspondence regarding certain vehicle discharges;	0.20	\$135.00
Nov 7, 24	MP	Email correspondence regarding Macrotech;	0.30	\$202.50
Nov 20, 24	MP	Email correspondence with J. Parisi and the Court regarding scheduling;	0.50	\$337.50
Nov 25, 24	MP	Email correspondence with J. Parisi; call with D. Powrie regarding coast capital vehicles; email correspondence with the Court; email correspondence with J. parisi;	0.90	\$607.50
Nov 26, 24	MP	Prepare and send case conference request form;	0.30	\$202.50
Nov 28, 24	MP	Update call with J. Parisi; update the service list;	1.10	\$742.50
			8.50	\$5,737.50
		TOTAL HOURS		

TOTAL PROFESSIONAL FEESHST at 13.00% \$5,737.50 745.88

DISBURSEMENTS:

Subject to HST:

HST No R124110933 INVOICE NUMBER: 302467

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.



CHAITONS LLI			
CHAITONS LLP			
GRAND TOTAL			\$7,003.20
HST at 13.00%	MENTS		\$462.55 57.27
			\$22.00
Non-Taxable:	Motor Vehicle Search(es) Non-taxable Government Disbursement Internet Search Non-tax.	\$14.00 \$8.00	
	Internet Search Fee Taxable	\$20.55	\$440.55
	Examination and Transcript Fee Taxable	\$420.00	

HST No R124110933 INVOICE NUMBER: 302467

Maya Poliak

LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
MAYA POLIAK	\$675.00	8.50	\$5,737.50
Total:		8.50	\$5,737.50



INVOICE NUMBER: 303607 January 21, 2025

BDO CANADA LIMITED 20 WELLINGTON E., SUITE 500 TORONTO, ONTARIO M5E 1C5

TRUE NORTH FREIGHT SOLUTIONS INC. Re:

Our file: 003711-87423

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including December 31, 2024:

PROFESSIONAL FEES

\$3,960.00 SUBJECT TO HST

SUB-TOTAL \$3,960.00

DISBURSEMENTS

NON TAXABLE \$56.00 \$606.94

SUBJECT TO HST

SUB-TOTAL \$662.94 HST at 13.00% \$593.70

GRAND TOTAL \$5,216.64

Deduct amount in trust (\$3,000.00)

\$2,216.64 **AMOUNT PAYABLE**

Amount payable on the current invoice \$2,216.64 Plus outstanding invoices on this matter \$10,003.20 **Amount Due \$12,219.84 Trust Balance** \$0.00

HST No R124110933 INVOICE NUMBER: 303607

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5.0% per annum commencing one month after delivery of this account.

PRC)FESSI	ONAL	FEES:
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Dec 2, 24	MP	Catchup call with BMO, A&B and the Receiver;	0.60	\$405.00
Dec 3, 24	MP	Email to service list regarding scheduling;	1.60	\$1,080.00
		email correspondence with TGF regarding		
		RBC/HSBC; email to Macrotech;		
Dec 3, 24	LAC	Receipt and review of e-mail correspondence	0.10	\$37.50
		from M Poliak regarding cost allocation.		
Dec 4, 24	MP	Call with Sid; email correspondence regarding	0.20	\$135.00
		Macrotech;		
Dec 5, 24	MP	Prepare aide memoire; email correspondence	1.20	\$810.00
		and call with J. Parisi regarding same;		
Dec 6, 24	MP	Prepared for and attended at the case	0.80	\$540.00
		conference; email correspondence and call		
		regarding Macrotech;		
Dec 17, 24	MP	Call with WilScott's counsel; email	0.30	\$202.50
		correspondence regarding same;		
Dec 17, 24	LAC	E-mail correspondence with M Poliak	0.10	\$37.50
•		regarding Wilscott lease.		
Dec 18, 24	LAC	Receipt and review of e-mail correspondence	0.10	\$37.50
,		from J Gallichan.		·
Dec 19, 24	MP	Email correspondence regarding sale of real	0.70	\$472.50
,		property;		,
Dec 25, 24	MP	Review motion record of MNP Ltd.	0.30	\$202.50
,			6.00	\$3,960.00
		TOTAL HOURS	- · · · -	,

TOTAL PROFESSIONAL FEES HST at 13.00%

\$3,960.00

514.80

DISBURSEMENTS:

HST No R124110933 INVOICE NUMBER: 303607

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5.0% per annum commencing one month after delivery of this account.

DOC#12083951v1



Subject to HST:	Examination and Transcript Fee Taxable Courier and Taxi Charges Taxable	\$593.00 \$13.94	\$606.94
Non-Taxable:	Motor Vehicle Search(es) Non-taxable	\$56.00	\$56.00
TOTAL DISBURSE HST at 13.00%	MENTS		\$662.94 78.90
GRAND TOTAL Deduct amount in	n trust		\$5,216.64 (\$3,000.00)
AMOUNT PAYABI	LE		\$2,216.64
per: May	ya Poliak		

LAWYERS' SUMMARY:

Lawyers and legal	Hourly	Hours	Total
assistants involved	Rate	Billed	Billed
MAYA POLIAK	\$675.00	5.70	\$3,847.50
LAURA CULLETON	\$375.00	0.30	\$112.50
Total:		6.00	\$3,960.00

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF LAURA CULLETON SWORN BEFORE ME THIS 23rd DAY OF JANUARY, 2025

A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey Chaiton	1982	1.80	\$895.00	\$1,611.00
Maya Poliak	2007	151.10	\$675.00	\$101,992.50
Laura Culleton	2021	42.10	\$375.00	\$15,787.50
Katheryn Hughes	2016	22.10	\$475.00	\$10,497.50
Michael Pasternack	2000	3.50	\$750.00	\$2,625.00
Maleeha Anwar	Student	4.60	\$225.00	\$1,035.00
Valerie Koch	Student	3.00	\$250.00	\$750.00
Brandon Vale	Student	15.40	\$250.00	\$3,850.00
Total Hours and Amounts Billed		243.60		\$138,148.50
Average Hourly Rate			\$567.11	
Total Disbursements				\$5,367.36
Total Taxes (HST)				\$18,374.57
TOTAL				\$161,890.43

Applicant

Respondents

Court File No. CV-24-00719689-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO, ONTARIO

AFFIDAVIT OF LAURA CULLETON

CHAITONS LLP

Barristers & Solicitors 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9

Maya Poliak (54100A) Tel: (416) 218-1161

Email: maya@chations.com

Lawyers for BDO Canada Limited, in its capacity as Court-Appointed Receiver

APPENDIX W

IN THE MATTER OF THE RECEIVERSHIP OF TRUE NORTH FREIGHT SOLUTIONS INC. & NORTH SHORE LOGISTICS INC

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS AS AT JANUARY 20, 2025

RECEIPTS	
Sale of Trucks/Trailers	3,622,659.28
Accounts receivable	423,864.90
Advance from secured creditors	150,000.00
Cash in bank	133,273.26
Interest allocation	52,015.55
TOTAL RECEIPTS	4,381,812.99
DICHURCEMENTS	
DISBURSEMENTS	24/ 222 75
Commission	246,333.75
Legal fees/disbursements	132,692.87
Insurance	130,720.40
Occupation Rent	100,000.00
Auctioneer expense	123,421.93
Computer services	46,868.45
HST paid on disbursements	45,056.95
Security	17,951.09
Other misc disbursements (GPS Services	· · · · · · · · · · · · · · · · · · ·
HST on legal fees	16,977.72
Consultants fees	32,447.83
Accounting services	7,350.00
Operating Expense	3,270.00
Outside consulting	3,171.75
Transfer to Bankruptcy (filing fees)	750.00
Repairs and maintenance	360.00
Filing fees paid to Official Receiver	160.84
Bank charges	34.00
TOTAL DISBURSEMENTS	925,401.94
EXCESS RECEIPTS OVER DISBURSEMENTS	\$ 3,456,411.05

Applicant

Respondents

Court File No. CV-24-00719689-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

(returnable February 20, 2025a)

CHAITONS LLP

5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)

Tel: (416) 218-1161

E-mail: maya@chaitons.com

Laura Culleton (LSO No. 82428R)

Tel (416) 218-1128

Email: LauraC@chaitons.com

Lawyers for the BDO Canada Limited, as Courtappointed Receiver