

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

and

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.

Respondents

MOTION RECORD OF RECEIVER

(Returnable July 29, 2025)

July 17, 2025

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AND

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Ontario Ministry of Finance – Legal Services Branch

AND

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AND

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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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**

**NOTICE OF MOTION
(Returnable July 29, 2025)**

BDO Canada Limited (“**BDO**”) in its capacity as court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of the Respondents, will make a Motion to a Judge presiding over the Commercial List.

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

- ☐ In writing under subrule 37.12.1 (1) because it is on consent;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:

On July 29, 2025, at 11:00 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

THE MOTION IS FOR:

1. An Approval and Vesting Order, substantially in the form at Schedule “A” to this Notice of Motion, approving the transaction (the “**Transaction**”) contemplated by the Agreement of Purchase and Sale dated July 15, 2025 (the “**Sale Agreement**”) contained in the Second Report of BDO as Receiver dated July 16, 2025 (the “**Second Report**”) and the confidential appendices to the Second Report (the “**Confidential Appendices**”), for the sale of the Equipment (as defined below) and vesting all of the right, title and interest in and to the Equipment absolutely in and to McDougall Auctioneer Ltd. (the “**Purchaser**”), free and clear of and from any security, charge or other encumbrance.
2. An Ancillary Order, substantially in the form at Schedule “B” to this Notice of Motion:
 - a) Abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record, and validating service so that this motion is properly returnable on July 29, 2025;
 - b) Approving the Second Report and the activities and conduct of the Receiver set out therein provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Second Report;
 - c) Approving the fees and disbursements of the Receiver, the Receiver’s counsel, Harrison Pensa LLP, Dodick Landau Inc. and its counsel, Loopstra Nixon LLP, and authorizing payment of same;
 - d) Increasing the sale limits set out in paragraph 5(k) of the Appointment Order (as defined below) from \$50,000 and \$100,000 to \$200,000 to \$400,000, respectively; and,
 - e) Sealing the Confidential Appendices until the Transaction is completed, or until a further order of this Court.
3. The costs of this motion on a substantial indemnity basis, if opposed; and,
4. Such further and other relief as counsel may request and this honourable court may permit.

THE GROUNDS FOR THE MOTION ARE:

The Debtors and the Appointment of the Receiver

1. Pursuant to an Order of this Court made on March 7, 2025 (the “**Appointment Order**”), BDO was appointed Receiver, without security, of the assets, undertakings and properties of JBT Transport Inc. (“**JBT**”), Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc. (“**HTL**”), Drumbo Transport Ltd., Heritage Northern Logistics Inc., and Heritage Warehousing & Distribution Inc. (collectively, the “**Debtors**”).
2. The Debtors are a group of companies with common management and ownership that operate an integrated transportation and warehousing business, headquartered in Ayr, Ontario.
3. The Toronto-Dominion Bank (the “**Bank**”) is a secured creditor of the Debtors. The Debtors were indebted to the Bank in the approximate sum of \$16,190,972.66 CAD and \$50,000 USD, exclusive of professional fees, as at January 15, 2025, with interest and legal costs continuing to accrue, pursuant to certain financing provided by the Bank to the Debtors.

The Receiver's Activities

4. The details of the Receiver's activities since the Appointment Order are provided in the Second Report. The Receiver's activities have concentrated on, *inter alia*, the following:
 - a. Marketing JBT and HTL's fleet assets, inventory and other property for sale (the “**Equipment**”);
 - b. Obtaining and analyzing liquidation proposals and outright purchase offers received from seven (7) parties interested in purchasing the Equipment;
 - c. Negotiating the Sale Agreement with the Purchaser;
 - d. Preparing, reviewing, and finalizing the Second Report.
5. The Receiver states that its actions, as outlined in the Second Report, should be approved by this Honourable Court.

The Sale Agreement

6. The Receiver contacted seven (7) liquidators and equipment resellers and requested liquidation proposals for the Equipment, and seven (7) liquidation proposals were received by the Receiver.
7. After reviewing all of the liquidation proposals received, the Receiver considered the outright purchase offer submitted by the Purchaser as the best offer received.
8. Following negotiations between the Purchaser and the Receiver, the Purchaser and the Receiver agreed to the Sale Agreement, as provided in the Confidential Appendices to the Second Report.
9. The Receiver recommends the approval and completion of the Sale Agreement for, *inter alia*, the following:
 - a. The Sale Agreement provides certainty as to realizations, subject to the terms of the Sale Agreement, and eliminates any future risk to the Receiver as regards to market conditions;
 - b. The Equipment pursuant to the Sale Agreement will be sold on an “as is, where is” basis; and,
 - c. The Bank, as the senior secured creditor of the Debtors, supports the Transaction.
10. The Receiver is of the view that the Sale Agreement represents a commercially reasonable transaction which will maximize the recovery and is in the best interests of all stakeholders.

Sealing Order

11. Until such time as the Equipment is sold, or until further order of this Court, the Receiver is of the view that the information and documentation contained in the Confidential Appendices should be sealed in order to avoid the negative impact that the dissemination of the confidential information contained therein would have.
12. The disclosure of the information contained in the Confidential Appendices could potentially impair the maximizing of a sale of the Equipment, and the sealing order sought

in relation to the Confidential Appendices (i) aligns with the purpose of the Appointment Order and the interest promoted therein; (ii) is fair and reasonable in the circumstances; and (iii) will achieve the desired benefit without unduly impairing the openness of the Court's process.

Sale Limit

13. Paragraph 5(k) of the Appointment Order grants the Receiver the authorization to sell the Property, without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000.
14. As detailed in the Second Report, the Receiver anticipates selling certain Property in the receivership, and the Receiver would like to sell such without the requirement to return to Court should the sale amounts exceed the amounts noted above.
15. The Receiver requests that the sale limits set out in paragraph 5(k) of the Appointment Order be increased from \$50,000 and \$100,000 to \$200,000 to \$400,000, respectively.

Professional Fees

16. The Appointment Order requires the Receiver and its legal counsel to pass its accounts from time to time.
17. The Receiver and its counsel have each properly incurred fees and disbursements as detailed in the Second Report (the "**Receiver's Fees**").
18. Dodick Landau Inc. and its counsel, Loopstra Nixon LLP, (the "**CCAA Professionals**") have also incurred fees and disbursements relating to the CCAA proceeding prior to the Appointment Order as secured by the CCAA Administration Charge which continues up to a maximum of \$75,000 and rank *pari-passu* with the Receiver's Charge (the Receiver's Fees and the CCAA Professional Fees, the "**Professional Fees**").
19. The Receiver seeks the approval of the Professional Fees, as detailed in the Second Report, and payment of same.
20. Section 243 and 249 of the *Bankruptcy and Insolvency Act*.

21. Sections 100 and 137(2) of the *Courts of Justice Act*.
22. Rules 1.04, 2, 3, 37, 38, and 60.10 of the Rules of Civil Procedure.
23. 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 Appointment Order
2. The Second Report and the Appendices thereto; and,
3. Such materials as counsel may advise and this Honourable Court may permit.

July 17, 2025

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Solicitors for the Receiver,
BDO Canada Limited

Schedule "A" – Approval and Vesting Order

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 29 th
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2025

THE TORONTO-DOMINION BANK

Plaintiff

- and –

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT
INC., HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED,
HERITAGE NORTHERN LOGISTICS INC., and HERITAGE WAREHOUSING &
DISTRIBUTION INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd., (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and McDougall Auctioneers Ltd. (the "**Purchaser**") dated July 15, 2025 and appended to the Second Report of the Receiver dated July 16, 2025 (the "**Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and

to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, all other parties in attendance, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn July 17, 2025 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale 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 Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the 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 Order of the Honourable Justice Kimmel dated March 6, 2025; (ii) 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 of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, and the Receiver and counsel for the Receiver are authorized to file and register such discharges as are required under the *Personal Property Security Act* (Ontario) and/or the *Repair and Storage Liens Act* (Ontario).

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 shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

5. 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 Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy 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.

6. 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.

Justice Kimmel, Ontario Superior Court of Justice

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THE [th]
	)	
JUSTICE	)	DAY OF [MONTH], 2025

THE TORONTO-DOMINION BANK

Plaintiff

- and -

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 6, 2025, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated July ___, 2025, the Court approved the agreement of purchase and sale made as of July ___, 2025 (the "**Sale Agreement**") between the Receiver and McDougall Auctioneers Ltd. (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO CANADA LIMITED., in its capacity as
Receiver of the undertaking, property and
assets of JBT Transport Inc., Heritage Truck
Lines Inc., & Drumbo Transport Ltd., and
not in its personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

The vehicles, trailers, and miscellaneous assets listed under Schedule “C” of the Agreement.

2011	PETERBILT	388	1XPWD49X1BD133334
2015	PETERBILT	348	2NP3LJ9X2FM262066
2014	PETERBILT	389	1XPXDP9X1ED243570
2014	PETERBILT	389	1XPXDP9X7ED243573
2015	PETERBILT	PACCAR 579	1XPBDP9XXFD283156
2014	KENWORTH	CON	2NKHLJ9X4EM970653
2012	MACK	600	1M1AW02Y0CM017903
2013	MACK	600	1M1AW02YXDM034077
2013	MACK	600	1M1AW02Y1DM034078
2014	MACK	600	1M1AW02Y8EM041336
2014	MACK	600	1M1AW02YXEM041337
2016	MACK	600	1M1AW02Y9GM057287
2016	MACK	600	1M1AW02Y7GM057286
2016	MACK	600	1M1AW02Y8GM077871
2016	MACK	600	1M1AW02YXGM077872
2018	MACK	600	1M1AW02Y3JM085349
2019	MACK	CVU	1M1AW09Y1KM089715
2019	MACK	CXU	1M1AW09Y3KM089716
2013	VOLVO	VVN 300	4V4NC9EG5DN565123
2014	VOLVO	VVN 300	4V4NC9EG4EN174482
2017	VOLVO	VVN 300	4V4NC9EGXHN976863
2017	VOLVO	VVN 300	4V4NC9EG6HN976858
	Capacity	Shunt truck	4LMBF51176L017573
2014	CAPA	TJ5	4LMBF5116EL025484
2007	FREIGHTLIN	Hiway	1FUJF6CK47DX55487
2012	VOLVO	VVN 670	4V4NC9EJ2CN553134
2015	VOLVO	VN 780	4V4NC9EH0FN188566
2015	VOLVO	VN 780	4V4NC9EH2FN188567
2015	VOLVO	VNL780	4V4NC9EH1FN188561
2015	VOLVO	VVN 780	4V4NC9EH8FN921009
2015	VOLVO	VVN 670	4V4NC9EH8FN918370
2005	Great Dane	53' Air Ride Van	1GRAA06215T516812
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334117
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334134
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334137
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334140

2012	Stoughton	53' Dry Van Tandem	1DW1A5322CS334142
2012	Stoughton	53' Dry Van Tandem	1DW1A5324CS334143
2012	Stoughton	53' Dry Van Tandem	1DW1A5326CS334144
2012	Stoughton	53' Dry Van Tandem	1DW1A5328CS334145
2012	Stoughton	53' Dry Van Tandem	1DW1A5321CS334150
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334154
2012	Stoughton	53' Dry Van Tandem	1DW1A5322CS334156
2012	Stoughton	53' Dry Van Tandem	1DW1A5326CS334161
2014	Stoughton	53' Dry Van Tandem	1DW1A5327ES448723
2014	Stoughton	53' Dry Van Tandem	1DW1A5323ES448721
2014	Stoughton	53' Dry Van Tandem	1DW1A5325ES448722
2014	Stoughton	53' Dry Van Tandem	1DW1A5321ES448717
2014	Stoughton	53' Dry Van Tandem	1DW1A5325ES448719
2014	Stoughton	53' Dry Van Tandem	1DW1A532XES448716
2014	Stoughton	53' Dry Van Tandem	1DW1A5328ES448715
2019	Stoughton	53' Dry Van Tandem	1DW1A5325KEA25054
2020	Hyundai	53' Dry Van Tandem	3H3V532C9LT145001
2020	Hyundai	53' Dry Van Tandem	3H3V532C2LT145003
2020	Hyundai	53' Dry Van Tandem	3H3V532C6LT145005
2022	H- Reefer	REEFER	3H3V532KXNJ304064
2022	H- Reefer	REEFER	3H3V532K3NJ304066
2022	H- Reefer	REEFER	3H3V532K5NJ304067
2022	H- Reefer	REEFER	3H3V532K7NJ304068
2013	Vanguard	53' A/R LOGISTIC	5V8VA5328DM300538
2013	Vanguard	53' A/R LOGISTIC	5V8VA5326DM300540
2013	Vanguard	53' A/R LOGISTIC	5V8VA5328DM300541
2013	Vanguard	53' A/R LOGISTIC	5V8VA5321DM300543
2013	Wabash	53' A/R LOGISTIC	1JJV532D5DL751129
2013	Wabash	53' A/R LOGISTIC	1JJV532D1DL751130
2013	Wabash	53' A/R LOGISTIC	1JJV532D3DL751131
2013	Wabash	53' A/R LOGISTIC	1JJV532D5DL751132
2013	Wabash	53' A/R LOGISTIC	1JJV532D2DL751136
2019	Manac	53' DRY VAN	2M5921619K1176901
2003	PETERBILT	CON 378	2XPFDU9X63M809370
2003	PETERBILT	CON 330	2XPND9X83M811925
2006	PETERBILT	CON 378	1XPFDU9X26D630169
2006	PETERBILT	CON 378	1XPFDU9X56D634488
2011	PETERBILT	388	1XPWD49X2BD132872
2014	FREIGHTLIN	COR 122	3AKJGNDV0EDFJ6923
2014	FREIGHTLIN	COR 122	3AKJGNDV2EDFJ6924

2014	PETERBILT	388	1XPWD49X4ED217586
2014	PETERBILT	388	1XPWD49X6ED217587
2014	FREIGHTLIN	CSC	1FUJGLD68ELFJ6933
2014	FRIGHTLINE	CSC	1FUJGLD6XELFJ6934
2014	PETE	CON 579	1XPBDP9X7ED232549
2014	PETERBILT	CON 378	1XPBDP9X8ED233015
2017	AUTC	XSP	516H4GB21HH223427
2010		53' A/R HEATED	5V8VA5322AM001607
2012	Wabash	53' A/R LIFT GATE	1JJV532D4CL625889
2009	Manac	Dry Van Tri-axle Traile	2M593161491119223
2009	Manac	Dry Van Tri-axle	2M593161491119222
2012	Manac	Dry Van Tandem	2M5921616C1128192
2011	Manac	Dry Van Tandem	2M5921611B1126848
2013	Great Dane	Dry Van Tandem	1GRAA0627DT577046
2013	Manac	Dry Van Tandem	2M5921610D1133888
2016	Great Dane	Dry Van Tandem	1GRAA0628GB705627
	TOYOTA	42-6FGU25	61842
2003	Stoughton	53' Air Ride Van	1DW1A53263B627607
2003	Stoughton	53' Air Ride Van	1DW1A53273B627602
2012	Stoughton	53' Dry Van Tandem	1DW1A532XCS334129
2012	Stoughton	53' Dry Van Tandem	1DW1A5328CS334131
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334148
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334151
2014	Stoughton	53' Dry Van Tandem	1DW1A5329ES448724
2014	Stoughton	53' Dry Van Tandem	1DW1A5320ES448725
2014	Stoughton	53' Dry Van Tandem	1DW1A5323ES448718
2014	Stoughton	53' Dry Van Tandem	1DW1A5321ES448720
2020	HYUNDAI	53' Dry Van Tandem	3H3V532C4LT145004
2020	HYUNDAI	53' Dry Van Tandem	3H3V532CXLT145007
2020	HYUNDAI	53' Dry Van Tandem	3H3V532C3LT145009
1998	TRAI	01J	1PT01JAH5W9006260
2000	TRAI	01J	2MN01JAH2Y1000684
		53' Trailer	2MN01JAH611000970
2013	Vanguard	53' A/R LOGISTIC	5V8VA5322DM300535
2013	Vanguard		Unknown
2013	Vanguard	53' A/R LOGISTIC	5V8VA5326DM300537
2013	Vanguard	53' A/R LOGISTIC	5V8VA532XDM300539
2013	Vanguard	53' A/R LOGISTIC	5V8VA532XDM300542
2013	Wabash	53' A/R LOGISTIC	1JJV532D9DL751134
2013	Wabash	53' A/R LOGISTIC	1JJV532D0DL751135

2019	Manac	53' DRY VAN	2M5921612K1176898
2011	Stoughton	53' DRY VAN	1DW1A5322BS235903
1992	Fruehauf	Storage Trailer	2H8V04829GS006503
2000	Trailmobile	Dry Van Tandem	2MN01JAH6Y1004639
1998	Stoughton	Dry Van Tandem	1DW1A5327WS206564
2009	Wabash	53' A/R LIFT GATE	1JJV532W49L266005
2012	Wabash	53' A/R LIFT GATE	1JJV532D0CL625890
2003	Utility	53' Dry Van	1UYVS25313G005610
2010	Manac	Dry Van Tri-axle	2M5921610A1123535
2010	Manac	Dry Van Tri-axle	2M5931618A1123537
2011	Manac	Dry Van Tri-axle	2M5931614B1125836
2012	Stoughton	Dry Van Tandem	1DW1A5322C328339
2014	Manac	Dry Van Tandem	2M5921612E1139614
2016	Great Dane	Dry Van Tandem	1GRAA062CGB705628
2012	Stoughton	53' Dry Van Tandem	1DW1A5325CS334152
2013	CROWN	SC5240-40	9A196908
2016	TOYOTA	BFBCU25	72865
2018	TOYOTA	8FBCU25	77565
2015	CROWN	SC5245-4 ENCORE	9A217796
2008	TOYOTA	8FGCU25	22059
2013	CROWN	FC4520-50	9A199359
2018	CROWN	SC5245-40	10107533
2024	VOLVO	VNR 300	4V4WC9EH2RN639912
2013	Wabash	53' A/R LOGISTIC	1JJV532D7DL751133
2022	H- Reefer	REEFER	3H3V532K1NJ304065
2011	Chevrolet	Silverado	1GC0KXC86BF131518
2012	Chevrolet	Silverado	3GCPKREA9CG158724
2017	Chevrolet	Silverado	3GCUKSEC8HG411602
2020	Chevrolet	Tahoe	1GNSKCK9LR212172
	Toyota	7FBOU25	62125
2006	Hyundai	Freight Van	3H3V532C86T076015
2022	VOLVO	VNL860	4V4NC9EH6NN301192
2022	VOLVO	VNL860	4V4NC9EH8NN301193
2023	HYUNDAI	THERMO TECH	3H3V532K7PJ410071
2023	HYUNDAI	THERMO TECH	3H3V532K9PJ410072
2023	HYUNDAI	THERMO TECH	3H3V532K0PJ410073
2023	HYUNDAI	THERMO TECH	3H3V532K2PJ410074
2023	HYUNDAI	THERMO TECH	3H3V532K4PJ410075
2023	HYUNDAI	THERMO TECH	3H3V532K6PJ410076
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410077

2023	HYUNDAI	THERMO TECH	3H3V532KXPJ410078
2023	HYUNDAI	THERMO TECH	3H3V532K1PJ410079
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410080
2016	TOYOTA	8FBCU25	72874
2013	CROWN	SC5245-4 ENCORE	9A198860
2013	CROWN	SC5245-4 ENCORE	9A198866
2013	CROWN	SC5245-4 ENCORE	9A198936
2014	CROWN	SC5245-4 ENCORE	9A207188
2015	CROWN	FC4525-5 ENCORE	9A222041
2023	VOLVO	VNL64T-860	4V4NC9EJXPN342091
2023	VOLVO	VNL64T-860	4V4NC9EJ1PN342092
2023	VOLVO	VNR64T-300	4V4WC9EG2MN285146

Barbecues
Qty of Parts

Pallet Racking
Qty of Office
Furniture
(2) Kubota Garden
Tractors

Pressure Washer
Honda 5000
Generator Set

Generator Set
Hotsy Pressure
Washer

(2) Air Boss Air
Compressors
Qty of Parts &
Racking
Stainless Steel Fridge

Tool Chest

Rolling Shop Stairs

Lift Save Lift

Jack

Powercut 65 Welder

(3) Oil Fluid Table
Qty of Tools

Pallet Racking

Qty of Filters & Parts

Qty of Jackstands
Miller Milleromatic
215 Welder

Robinair Cooltech

(3) Battery Chargers

Storage Cabinet
Qty of Tools &
Racking

Diagnostic Tool

(2) OTC Ramps

Grinder w/ Pedestal

Transmission Jack

Dolly

Pneumatic Oil Cart

(2) Jacks

Tire Bead

OTC Pneumatic Jack

Shipping Cart
(2) Bolt Bins

Hilti Rotary Hammer
Qty of Racking &
Inventory
(2) Fibreglass
Ladders

Qty of Shovels
Bolt Bin

Pneumatic Jack

Jackstand

Qty of Wurth
Toolboxes

(4) Bolt Bins

Fan

Qty of Parts &

Racking

Pallet Racking

Qty of Tires

Western Tornado
Sander

Fibreglass Ladder

Parts Washer

Fibreglass Ladder

Dolly

(40) Tires

Vestil Boom
Attachment

Qty of Tools

Drill Press

Qty of Diamond

Plate

Qty of Lockers

Snowblower

Qty of Pallet
Racking

Qty of Mail Lockers

Safe

Qty of Office

Supplies

Qty of Office
Furniture

Qty of Pallet
Racking

Van Body

Fuel Tanks

20' Container Office

T/A Enclosed Trailer
International Dresser
Wheel Loader

(2) Wheel Barrows
& Leaf Blower

T/A Utility Trailer
Western MVP Snow
Blade

(2) Shop Ladders
(73) Tires

THE TORONTO-DOMINION BANK

-and-

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

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Lawyers for the Receiver,
BDO Canada Limited

Schedule "B" – Ancillary Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 29TH
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2025

THE TORONTO-DOMINION BANK

Applicant

- and -

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.

Respondents

ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (the “**Receiver**”) of all the assets, undertakings and properties of JBT Transport Inc., Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc., Drumbo Transport Limited, Heritage Northern Logistics Inc., and Heritage Warehousing & Distribution Inc. (collectively, the “**Debtors**”), for an order approving the Receiver’s Second Report to the Court dated July 16, 2025 (the “**Second Report**”), and the activities and conduct of the Receiver as detailed therein; approving the fees and disbursements of the Receiver, the Receiver’s counsel, Harrison Pensa LLP, Dodick Landau Inc. and its counsel, Loopstra Nixon LLP (all as detailed in the Second Report) (the “**Professional Fees**”), and payment of same, be approved, and for other associated relief was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated July 17, 2025, the Second Report, and on hearing the submissions of counsel for the Receiver and all other counsel for such other parties in attendance at the hearing, all properly served, as it appears from the Affidavit of Service of Sydney Inghelbrecht sworn July 17, 2025, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service, filing and confirmation 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 and confirmation hereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms not defined herein, shall have the meanings ascribed thereto in the Second Report.

REPORT AND ACTIVITIES OF THE RECEIVER

3. **THIS COURT ORDERS** that the Second Report and the activities and conduct of the Receiver, as set out in the Second Report, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

PROFESSIONAL FEES

5. **THIS COURT ORDERS** that the Professional Fees, and payment of same, be and are approved.

THE RECEIVER'S SALE LIMIT

7. **THIS COURT ORDERS** that limits set out in paragraph 5(k) in the Receivership Order, are hereby increased, with the Receiver having authorization to sell the Property, without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$400,000.

SEALING

8. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report be and are hereby sealed, pending the completion of the Transaction, or further Order of the Court.

GENERAL

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date of this Order and is enforceable without any need for entry or filing.

Justice Kimmel, Ontario Superior Court of Justice

THE TORONTO-DOMINION BANK

-and-

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

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THE TORONTO-DOMINION BANK

-and-

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

NOTICE OF MOTION

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BDO Canada Limited

Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

and

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC., HERITAGE
TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN LOGISTICS INC., and
HERITAGE WAREHOUSING & DISTRIBUTION INC.**

Respondents

**SECOND REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS COURT APPOINTED
RECEIVER AND MANAGER OF JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR
MANAGEMENT INC., HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE
NORTHERN LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.**

July 16, 2025

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INTRODUCTION AND BACKGROUND

1. JBT Transport Inc. ("**JBT**"), Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc. ("**HTL**"), Drumbo Transport Limited ("**Drumbo**"), Heritage Northern Logistics Inc. ("**HNL**"), and Heritage Warehousing & Distribution Inc. ("**HWD**") (collectively the "**JBT Group**" or the "**Companies**") was in the business of end-to-end supply chain services, transportation logistics and warehousing services for customers across North America.
2. The JBT Group operated from leased premises located at 60 Steckle Street ("**Steckle**") and owned premises at 425 Melair Dr. ("**Melair**" and together with Steckle, the "**Premises**"). HWD's warehousing operations are conducted from Steckle and all other operations were conducted from Melair.
3. In February 2022, the JBT Group commenced an expansion of its business including the purchase of Drumbo, HTL, HNL and HWD. Shortly after the expansion, market conditions declined and the JBT Group began experiencing financial difficulties.
4. On January 24, 2025 (the "**NOI Filing Date**"), each of the entities within the JBT Group filed a Notice of Intention to Make a proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") (the "**NOI Proceedings**"). Dodick Landau Inc. ("**DLI**") was the proposal trustee. The motion material in respect of the NOI Proceedings indicated that the purposes of those proceedings were to allow the JBT Group to conduct a sale and investment solicitation process with a view to maximize recovery for the stakeholders while maintaining going-concern operations to safeguard employment of the employees and preserve value for the stakeholders.
5. The JBT Group made an application to the Court to convert the NOI Proceedings to proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**") (the "**CCAA Application**"). On February 8, 2025, DLI issued a pre-filing monitor's report in support of the conversion of the NOI Proceedings to CCAA proceedings. On February 10, 2025, the Court converted the NOI Proceedings to CCAA proceedings pursuant to an initial order ("**Initial Order**"), which, among other things, appointed DLI as the monitor of the Companies.
6. The Toronto-Dominion Bank ("**TD Bank**"), senior secured lender to the JBT Group, brought a concurrent application to appoint a receiver over the assets, properties and undertakings of the Applicants (the "**Receivership Application**"). Hereinafter, this receivership proceeding shall be referred to as the "**Receivership Proceeding**" and the court order appointing BDO Canada Limited ("**BDO**" or the "**Receiver**") as the receiver over the Respondents' assets, properties and undertakings (collectively the "**Property**") shall be referred to as the "**Receivership Order**".

7. Pursuant to the terms of the Initial Order, inter alia, the Court:

- a. granted a stay of proceedings in favour of each of the Applicants in the CCAA (the Respondents in this Receivership Proceeding) up to and including February 28, 2025;
- b. ordered that all receivables received by the Applicants in the CCAA on or after the NOI Filing Date shall be treated in accordance with the provisions of the Highway Traffic Act, RSO 1990, c. H. 8 (the “**HTA**”), including section 190.0.1(3) therein;
- c. stayed all Carriers (as defined in the HTA) from contacting customers of the Applicants in the CCAA in respect to the business of the Applicants, including but not limited to, requiring customers to make payments to the Carriers, soliciting business from such customers, from taking any enforcement action with respect to the amounts owed to them or from holding and refusing to deliver the Applicants’ load freight product on account of any outstanding indebtedness owed by the Applicants to the Carriers prior to the Filing Date;
- d. granted the following charges:
 - i. a charge securing Carrier’s right to payment for the supply of services rendered to the Applicants in the CCAA in respect of shipments in connection with which such Carrier was engaged by the Applicants for the carriage of goods on or subsequent to the NOI Filing Date (the “**Carrier Charge**”). The Carrier Charge was granted on the applicable receivable associated with such shipment made by the Applicants or any of them, from and after the NOI Filing Date, and the charge on the applicable receivable was in the amount owing to the respective Carrier; and
 - ii. the Administration Charge in the amount of \$150,000 on all of the Applicants in the CCAA current and future assets, property and undertakings to secure the fees and disbursements of the Applicants’ legal counsel, as well as the fees and disbursements of the Monitor and its independent legal counsel.

8. The comeback date was set for February 27, 2025 (the “**Comeback Date**”). The Court issued its endorsement dated March 4, 2025 (the “**March 4 Endorsement**”) granting the Receivership Application and dismissing the CCAA Application. A copy of the March 4 Endorsement is attached hereto as **Appendix “A”**.

9. Paragraph 70 of the March 4 Endorsement provided that if there was no agreement as to the form of

receivership order by March 6, 2025 (the expiration of the stay period then in place), then the Court would sign the originally proposed form of receivership order.

10. No agreement was reached between counsel as to the form of receivership order. On March 7, 2025, the Court issued a supplemental endorsement specific to the Receivership Order, a copy of which is attached as **Appendix “B”**.
11. On March 6, 2025 (the “**Receivership Date**”), the Court granted the Receivership Order.
12. On April 17, 2025, the Court issued the Amended and Restated Receivership Order which:
 - a. approved Receivables Entitlement Process (as defined in the First Report) in respect of shipments delivered by third party carriers and payments received from customers from the date of the NOI proceedings; and
 - b. expanded the administrative charge to include the unpaid professional fees of DLI, its counsel and the Applicants’ counsel in the CCAA (the “**CCAA-Professionals**”) incurred prior to the granting of the Receivership Order. Such charge ranks pari passu with the Receiver’s administrative charge, is limited to \$75,000, pertains to unpaid fees incurred prior to the granting of the Receivership Order and is subject to customary review and taxation by the Court.

A copy of the Amended and Restated Receivership Order is attached hereto as **Appendix “C”**.

13. On April 17, 2025, the Court also issued the following orders:
 - a. Ancillary Order: approving the Receiver’s First Report and sealing the Confidential Appendices to the First Report; and,
 - b. Approval and Vesting Order: approving the HWD Transaction as between the Receiver as vendor and 1001172780 Ontario Limited as purchaser.
14. All information regarding the receivership proceedings can be accessed on the Receiver’s website at <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/jbt> and will remain available on the website for a period of six (6) months following the Receiver’s discharge.
15. This Second Report (defined herein) of the Receiver should be read in conjunction with the Confidential Supplement and Confidential Appendices which have filed to assist the Court in understanding the relief being sought.

PURPOSE OF REPORT

16. This report constitutes the second report of the Receiver (the “**Second Report**”), and is filed to:
- a. Provide this Court with certain information pertaining to the Receivership Proceeding, including;
 - i. the activities of the Receiver since the First Report;
 - ii. the marketing process for the Companies’ Property and the terms of the proposed McDougall Transaction (defined below);
 - iii. the fees and disbursements of the Receiver and its counsel; and
 - iv. the fees and disbursements of the CCAA-Professionals.
 - b. Request an Approval and Vesting Order of this Court:
 - i. approving the agreement of purchase and sale between the Receiver, as vendor, and McDougall Auctioneer Ltd. (the “**Purchaser**”) dated July 15, 2025 (the “**McDougall Sale Agreement**”) and authorizing the Receiver to complete the transaction contemplated therein (the “**McDougall Transaction**”);
 - ii. vesting the JBT Group’s right, title and interest in the JBT Group’s Equipment (hereinafter defined) as specifically described in Schedule A attached to the McDougall Sale Agreement in and to the Purchaser free and clear of all encumbrances; and
 - iii. vesting the JBT Group’s right, title and interest in the subject Equipment in and to the Purchaser free and clear of all encumbrances.
 - c. Request an Order of this Court:
 - i. approving this Second Report and the activities of the Receiver set out herein;
 - ii. approving the Professional Fees as defined below;
 - iii. increasing the sale limits set out in paragraph 5(k) of the Amended and Restated Receivership Order from \$50,000 and \$100,000 to \$200,000 to \$400,000, respectively; and

- iv. sealing the Confidential Supplement and Confidential Appendices to this Second Report until the closing of the McDougall Transaction.

TERMS OF REFERENCE

17. In preparing this Second Report, the Receiver has relied upon unaudited financial information, the books and records of the Companies, and discussions with former management of the Companies (“**Management**”) and the stakeholders of the Companies.
18. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Second Report may not disclose all significant matters about the Companies. Additionally, none of the Receiver’s procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver’s attention. Accordingly, the Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Second Report.
19. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

20. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Companies and their Property:
 - a. marketed JBT and HTL’s fleet assets, inventory and other property for sale (the “**Equipment**”);
 - b. obtained and analyzed liquidation proposals and outright purchase offers received from seven (7) parties interested in purchasing the Equipment;
 - c. engaged in discussions with legal counsel and other stakeholders in respect of the offers received in respect of the Equipment;
 - d. negotiated the McDougall Sale Agreement with the Purchaser;
 - e. listed the real estate located at 425 Melair for sale with a listing broker;

- f. released vehicles to various equipment financiers who had validly perfected security registered against certain trucks and trailers;
- g. engaged in discussions with customers with outstanding receivable balances and issued demand letters as appropriate;
- h. engaged in discussions with various creditors and carriers who requested information regarding broker trust payments;
- i. contacted Canada Revenue Agency (“**CRA**”) to set up a new Harmonized Sales Tax (“**HST**”) account in the name of the Receiver, as well as arranged for and facilitated a trust examination of the Companies’ HST and payroll source deductions accounts;
- j. engaged three (3) of the former employees (“**Former Employees**”) to assist with securing the Companies’ assets, receivable collections, analyzing broker payables, preparing records of employment, etc.;
- k. administered the claims of Former Employees pursuant to the Wage Earner Protection Program Act (“**WEPPA**”);
- l. coordinated the completion of records of employment for the Former Employees;
- m. obtained an insurance policy over the Companies’ Property;
- n. with the assistance of the Former Employees, update the broker payable analysis; and
- o. prepared, reviewed, and finalized this Second Report.

LIQUIDATION PROPOSALS

- 21. The Receiver contacted seven (7) liquidators and equipment resellers (the “**Liquidators**”) and requested liquidation proposals for the Equipment. The Equipment is comprised predominately of tractors, trailers, pickup trucks, tire inventory, parts inventory, repair equipment furniture, computers and various miscellaneous items. The Receiver contacted Liquidators as going concern sales were not contemplated given the Companies had previously ceased operations and customers had switched carriers given the CCAA and Receivership Proceeding. Given the nature of the Equipment, Liquidators are best suited to maximize the value of the Equipment and widely expose them for sale.
- 22. The Receiver provided each liquidator and equipment reseller with the Equipment listing and requested that each party submit proposals which would include: i) a liquidation proposal including

a net minimum guarantee (“**NMG**”); ii) an outright purchase offer; and iii) a straight commission proposal with no NMG.

23. Each of the Liquidators visited the premises and inspected the Equipment.
24. Seven (7) liquidation proposals were received. All liquidation proposals were reviewed and clarification sought as necessary.
25. The Receiver considered the outright purchase submitted by McDougall Auctions to be the best offer received. A copy of the McDougall Sale Agreement is attached here to as **Appendix “D”**. The unredacted APA is attached as **Confidential Appendix “A”**.
26. The salient terms of the McDougall Sale Agreement are as follows (all capitalized terms not otherwise defined shall have the meanings ascribed to them in the **McDougall Sale Agreement**:
 - a. Purchased Assets: as per the listing attached as Appendix “C” to the APA;
 - b. Excluded Assets: any asset not appearing on Appendix “C” to the APA;
 - c. Deposit: 15% of the purchase price;
 - d. Purchase Price: to be paid within 3 days of the Approval and Vesting Order being issued;
 - e. Closing Date: ten (10) Business Days following the Approval and Vesting Order becoming a final order;
 - f. As Is, Where Is: the Equipment is sold on an “as is, where is” basis;
 - g. Approval and Vesting Order: Conveyance of title to occur pursuant to Approval and Vesting Order, vesting title free and clear of all encumbrances;
 - h. Free Occupancy Period: the purchaser is entitled to unrestricted use of the Melair premises (“**Premises**”) for a total of seventy-five days (75) to allow the Purchaser to conduct an auction from the Premises;
 - i. Indemnity: the Purchaser agrees to leave the Premises in the same condition as it was prior to the removal of the Purchased Assets.

BASIS FOR RECEIVER’S RECOMMENDATION

27. The Receiver is satisfied that the sale process in respect of the Equipment was conducted in a commercially reasonable manner, which provided for a sufficient and fair opportunity for interested

parties to participate in the process, and maximized recovery for the creditors as follows:

- a. the Equipment was inspected by, and proposals received from seven (7) parties. The liquidators and equipment resellers who viewed and made offers on the Equipment are large reputable liquidators experienced in liquidating trucks and trailers. These parties included McDougall Auctions, Ritchie Bros., Corporate Assets, Hilco and Infinity Asset Solutions.
- b. Parties who contacted the Receiver with an interest to view or submit an offer for the Equipment were given an opportunity to do so;
- c. the marketing efforts for the Equipment were sufficient and appropriate to attract the interest of prospective buyers and liquidators, based on the nature of the Equipment; and
- d. TD Bank, the first ranking secured creditor over the Equipment, was consulted during the marketing of the Equipment, and were consulted regarding the offers.

28. The Receiver recommends the approval of the McDougall Transaction as:

- a. the Receiver is satisfied that the McDougall Transaction in respect of the Equipment was conducted in a commercially reasonable manner with sufficient market participants canvased and provided a sufficient and fair opportunity to participate in the process;
- b. the purchase price for the Equipment is superior to the second highest outright purchase received and all of the NMG received;
- c. the outright purchase offer from the Purchaser provides certainty of the purchase price and eliminates the requirement for the Receiver to continue to pay for insurance and security to protect the Equipment immediately upon receipt of the purchase price. In an auction scenario, the Receiver would be responsible for these costs until all of the equipment was sold;
- d. TD Bank is supportive of the McDougall Transaction; and
- e. there is no indication that further exposure to the market will result in an offer superior to the Purchaser's offer.

29. A summary of the proposals received is attached as **Confidential Appendix "B"** to the Confidential Supplement to this Second Report.

30. TD Bank, who supports the McDougall Transaction, is expected to suffer a shortfall for the direct indebtedness; however, based on the marketing efforts and offers received, it is unlikely an offer could be negotiated that would see TD Bank repaid in full.

LIENS REGISTERED ON THE EQUIPMENT

RSLAs

31. A large portion of the Equipment being sold pursuant to the McDougall Sale Agreement consists of trucks and trailers. As is typical for assets of this nature, it is possible that there are liens registered against the fleet assets pursuant to the *Personal Property Securities Act* ("**PPSA**") or the Repair and Storage Lien Act ("**RSLA**").
32. Attached as **Appendix "E"** is a summary of registrations pursuant to the PPSA as against JBT and HTL with respect to the vehicles subject to the McDougall Sale Agreement. All creditors with registrations as against JBT and HTL are being served with the Receiver's motion record.
33. Counsel to the Receiver advised that conducting individual a lien searches against each of the 169 vehicle VINs subject to the McDougall Sale Agreement, would be cost prohibitive. Accordingly, counsel advised and the Purchaser agreed that as the Purchaser identifies liens not disclosed through registrations as against JBT and HTL it will advise the Receiver who will communicate with the lien party to resolve the liens in an orderly manner, which would include payment in full of valid RSLA claims or settlement for an amount agreed to by the parties.

Sousa Convoy Ltd.

34. Counsel reviewed the rental agreements provided by Sousa Convoy Ltd. ("**Sousa**") in respect of 19 trailers (the "**Sousa Trailers**"). Receiver's counsel has determined that Sousa had not perfected its security interest as against the assets subject to rental agreements as Sousa failed to make a registration under in the PPSA as against JBT. The Receiver is currently in discussions with Sousa with respect to this matter.

INCREASING SALE LIMIT

35. The Receivership Order currently permits the Receiver to sell, convey, transfer, lease or assign the Property or any part thereof without the approval of this Honorable Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000.
36. The Receiver anticipates that following the closing of the McDougall Transaction certain remaining Property may be available for the Receiver to sell such as passenger vehicles and trailers which the Receiver would like to sell without the requirement to return to court should the sale amounts

exceed the amounts noted above.

37. Accordingly, the Receiver respectfully requests that the dollar threshold be increased to \$200,000 for any single transaction and the aggregate of all such transactions does not exceed \$400,000.

LITIGATION WITH TRADEMARK

38. Prior to the Receivership, Trademark commenced an action against Melair and Waydom in respect of dispute over work performed by Trademark at the Melair and Guthrie properties (Guthrie was previously owned by Waydom and was sold prior to the commencement of the receivership), both locate in Ayr, Ontario. Trademark registered construction liens as against each of these properties.
39. JBT arranged for a lien bond in the maximum sum of \$430,038.13 to be issued by The Insurance Company of Prince Edward Island ("**ICPEI**") which bond was posted to the credit of the Trademark lien auction under the provisions of the *Construction Act* in court and the subject liens were vacated.
40. The Receiver is working with counsel to Trademark with respect to Trademark's motion to lift the stay under the Amended and Restated Receivership Order with respect to the Trademark action.
41. The Receiver is in discussions with ICPEI with respect to the status of the receivership and with respect of the lien bond.

RECEIVER'S AND ITS COUNSEL'S PROFESSIONAL FEES

42. The Receiver seeks approval of its fees and disbursements and those of its legal counsel, HP LLP (the "**Receiver's Fees**"). The Receiver has maintained separate accounts for each of the entities in the JBT Group.
43. The Receiver's professional fees incurred for services rendered from March 17, 2025, to June 30, 2025, amount to \$357,849.50 plus disbursements in the amount of \$11,517.24 (exclusive of applicable taxes) as summarized below:

Entity	Fees	Disbursements	Tax	Total
JBT Transport Inc.	\$283,773.00	\$9,753.06	\$38,158.39	\$331,684.45
Heritage Truck Lines	\$50,711.50	\$1,578.00	\$6,797.64	\$59,087.14
Heritage Warehousing & Distributing Inc.	\$16,547.50	\$44.50	\$2,156.96	\$18,748.96
Melair Management Inc.	\$6,817.50	\$141.68	\$904.69	\$7,863.87
Total	\$357,849.50	\$11,517.24	\$48,017.68	\$417,384.40

44. The time spent by the Receiver's professionals is detailed in the Affidavit of Josie Parisi, sworn July 15, 2025, attached hereto as **Appendix "F"**. The Receiver is requesting that the Court approve its total fees and disbursements, exclusive of applicable taxes, in the amount of \$417,384.40.
45. HP LLP has acted as counsel to the Receiver since its appointment. HP LLP's fees for the period from March 5, 2025, to July 15, 2025, total \$88,886.61, inclusive of disbursements and applicable HST. The fees and disbursements of HP LLP are more particularly described in the Affidavit of Victoria Adams sworn July 16, 2025, attached hereto as **Appendix "G"**.
46. In the Receiver's view the Receiver's Fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

CCAA PROFESSIONAL FEES

47. The CCAA Professionals are seeking approval of their fees and disbursements (the "**CCAA Fees**" and with the Receiver's Fees the "**Professional Fees**"). Pursuant to the Receivership Order, the Court approved the administrative charge to include the unpaid CCAA Fees incurred prior to the granting of the Receivership Order. Such charge ranks pari passu with the Receiver's administrative charge, is limited to \$75,000 of unpaid fees incurred prior to the granting of the Receivership Order and is subject to customary review and taxation by the Court.
48. The Professional fees of DLI for services rendered from January 20, 2025 to March 3, 2025 amount to \$86,984.50 plus disbursements in the amount of \$2,584.28 (exclusive of applicable taxes). The time spent by DLI's professionals is detailed in the Affidavit of Rahn Dodick, sworn July 15, 2025, attached hereto as **Appendix "H"**. DLI has been paid a portion of its fees with

\$32,975.23 remaining unpaid.

49. The Professional fees of Loopstra Nixon LLP ("**Loopstra**"), counsel to DLI, for services rendered from February 3, 2025 to March 6, 2025 amount to \$27,518.00 (exclusive of applicable taxes). The time spent by Loopstra's professionals is detailed in the Affidavit of R. Graham Pheonix, sworn July 15, 2025, attached hereto as **Appendix "I"**. Loopstra has been paid a portion of its professional fees with \$20,069.37 remaining unpaid.

SEALING ORDER

50. The Confidential Supplement and Confidential Appendices to this Second Report contain commercially sensitive information, including the purchase price and deposit details set out in the APA, and the salient details of the offer submitted by various other parties. If this information is publicly disclosed, it could negatively affect the Receiver's ability to market the Equipment to other interested parties and obtain the highest and best price if the McDougall Transaction does not close. Accordingly, the Receiver requests an order that the Confidential Supplement and the Confidential Appendices be sealed until the closing of the McDougall transaction or further order of this Honourable Court.

CONCLUSION

51. Based on the foregoing, the Receiver recommends and respectfully requests that this Honourable Court make the Orders as requested in paragraph 16 (b) and (c) above.

All of which is respectfully submitted this 16th day of July, 2025

BDO CANADA LIMITED
in its capacity as Court-Appointed Receiver
of the JBT Group and without personal
or corporate liability



Name: Josie Parisi, CPA, CA, CBV, CIRP, LIT
Title: Senior Vice President

APPENDIX A

CITATION: JBT Transport Inc.(Re), 2025 ONSC 1436
COURT FILE NO.: CV-25-00736572-00CL and CV-25-00737791-00CL
DATE: 20250304

SUPERIOR COURT OF JUSTICE – ONTARIO (COMMERCIAL LIST)

RE: IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR
MANAGEMENT INC., HERITAGE TRUCK LINES INC., DRUMBO
TRANSPORT LIMITED, HERITAGE NORTHERN LOGISTICS INC., AND
HERITAGE WAREHOUSING & DISTRIBUTION INC.

AND RE:

THE TORONTO-DOMINION BANK

Applicant

AND:

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR
MANAGEMENT INC., HERITAGE TRUCK LINES INC., DRUMBO
TRANSPORT LIMITED, HERITAGE NORTHERN LOGISTICS INC., and
HERITAGE WAREHOUSING & DISTRIBUTION INC.

Respondents

BEFORE: KIMMEL J.

COUNSEL: *Brendan Bissell/Caitlin Fell/Jessica Wuthmann*, for the JBT Group of Debtors

Craig A. Mills /Matthew Cressatti, for the Creditor Toronto-Dominion Bank

Graham Phoenix/Shahrzad Hamraz, for the Proposed Monitor, Dodick Landau Inc.

Nabiel Dawood, for lien creditors with a separate ongoing action, Trade-Mark
Industrial Inc., Trade-Crete Ltd., and Comtrade Ltd.

Phil Turner, for R& S Trailer Leasing Limited

HEARD: February 27, 2025

ENDORSEMENT
(COMPETING CCAA AND RECEIVERSHIP APPLICATIONS)

[1] The court has been asked to decide between the debtors' CCAA Application and the Receivership Application by the Toronto-Dominion Bank. For the reasons that follow, I have

concluded that it is most just and convenient to appoint a receiver. This decision is context and fact specific.

[2] Accordingly, the Receivership Application is granted and the CCAA Application is dismissed.

The Competing Proceedings

The Debtors' NOI Proceedings and CCAA Application

[3] JBT Transport Inc., Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc. ("HTL"), Drumbo Transport Limited ("Drumbo"), Heritage Northern Logistics Inc. ("HNL"), and Heritage Warehousing & Distribution Inc. ("HWD") (each individually, a "Debtor" and collectively, the "JBT Group" or "Debtors") brought an application for protection under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the "CCAA") on February 6, 2025 (the "CCAA Application"). The first hearing before this court with respect to that application was on February 10, 2025.

[4] Prior to the CCAA Application, the Debtors had each filed a Notice of Intention to Make a Proposal ("NOI") under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "BIA"). Dodick Landau Inc. ("DLI") was appointed as proposal trustee under each NOI proceeding (collectively, the "NOI Proceedings"). The NOI's were filed after the JBT Group's senior secured lender, Toronto-Dominion Bank ("TD Bank"), served demands for the approximately \$16.2 million debt owed by the JBT Group to TD Bank (the "Demands"). The automatic stay in the NOI Proceedings would have expired on February 24, 2025.

[5] The Debtors pivoted to a CCAA Application after commencing the NOI Proceedings because they claimed to be facing an urgent liquidity and operational crisis that had been exacerbated by prejudicial self-help remedies that were being taken by transport carriers who they relied upon to continue to carry on their business (the "Critical Suppliers").

[6] As part of the CCAA Application, the Debtors sought an order staying such carriers from contacting customers of the JBT Group directly, and from otherwise interfering with the JBT Group's arrangements with their customers. They sought a Critical Suppliers Charge attached to the receivables associated with the shipments that they were each, respectively, the carriers of subsequent to the CCAA filing date and a corresponding direction under s. 11.4 of the CCAA for the continued supply of goods and services by the Critical Suppliers, with discretion to pay pre-filing obligations to these creditors to ensure their continued supply during the stay period. The ability of transport carriers to enforce their right to payment of the Carrier Trust Funds directly from the customer who receives and pays for the goods, instead of that payment going to the broker, was also preserved under the Initial Order.

[7] Beyond the need for stability and for the continuing supply of services by the transport carriers (Critical Suppliers) to keep a going concern restructuring option open for the Debtors, the court's decision to grant the Interim Order also took into account the fact that during the initial Stay Period (defined below), there would be far less of a learning curve for the proposed Monitor and counsel for the Debtors and the Monitor than for TD Bank and its proposed Receiver who did

not have the same background regarding the business and operations of the JBT Group. This would also serve to minimize costs during that initial Stay Period.

[8] An Initial Order dated February 10, 2025 was granted under the CCAA (the “Initial Order”) without prejudice to all issues raised or to be raised at this *de novo* comeback hearing. The Initial Order included a stay of proceedings (the “Stay”) until February 28, 2025 (the initial “Stay Period”). The CCAA Initial Order that was granted only contained the essential terms for the continued operation of the Debtors’ business to maintain the *status quo* pending the outcome of the come-back hearing.

[9] Since the initial Stay Period was expiring the day after the comeback hearing, by a preliminary endorsement dated February 28, 2025 the Stay Period was extended until March 6, 2025 pending the release of this endorsement.

The Debtors’ Arguments in Favour of Continuing the CCAA Proceeding

[10] The JBT Group has over 58 trucks, 162 dry vans and refrigerated units, and over 100,000 square feet of state-of-the-art, GDP Gold-certified food storage and warehouse spaces. They employ more than 80 full-time employees and have contracts with more than 20 independent owner-operators. They regularly service 187 customers, and deal with 125 carriers and suppliers.

[11] Through the CCAA Proceeding, the JBT Group seeks to continue their end-to-end supply chain services, transportation logistics and warehousing services (the “Business”) as a going concern for the benefit of all stakeholders. They seek to do so through an amended and restated initial order (“ARIO”) that includes debtor in possession (“DIP”) financing, and customary DIP and Administration Charges as well as preserving the Carrier Trust Fund and Critical Suppliers’ Charge. The DIP Lender will rank behind the Critical Suppliers Charge and the Administration Charge. It would also be subordinate to TD Bank’s first ranking security on the one remaining property owned by the Debtors, municipally known as 425 Melair Drive, Ayr, Ontario (the “Melair Property”).

[12] The Debtors maintain that a debtor-in-possession restructuring that permits the JBT Group to continue their operations in the normal course will better preserve value for stakeholders. By contrast, the Debtors believe a receivership will put their Business at risk, as they have the familiarity with their own operations, suppliers, customers, employees and other stakeholders that are needed to maintain the business.

[13] At the core of the Debtors’ position is their desire to preserve a going concern option while they run a sale and investment solicitation process (“SISP”). Through that process, they propose to try to sell their Business as a going concern, but also propose to solicit a wide range of possible transactions including refinancing, sale transactions, or liquidations, with the backstop of a management backed stalking horse agreement (the “Stalking Horse Agreement”). They say they are looking for a means to avoid what they believe will be devastating social and economic effects of bankruptcy or creditor initiated termination of their ongoing business operations.

[14] The shared conclusion of the JBT Group, their financial advisor Grant Thornton (“GT”) and the Monitor, is that a liquidation will produce a worse result (based on either a forced liquidation value or an orderly liquidation value) than a going concern sale. The financial analysis

of the JBT Group and the Monitor is that the Stalking Horse Agreement represents a superior financial result for creditors, including TD Bank, relative to a liquidation because they predict that a liquidation will result in both a lower anticipated sale price as well as higher costs to the estate including as a result of occupation rent, employee WEPPA claims, and liquidator sales commissions.

[15] The Monitor assisted the JBT Group in developing the SISP and was involved in vetting and improving the terms of the stalking horse bid that is reflected in the Stalking Horse Agreement. The Monitor will lead and oversee the SISP process because of management's involvement in the Stalking Horse Agreement. The JBT Group seeks approval to commence the SISP and to accept a stalking horse bid from management as part of the SISP if no superior bid is received (the "SISP Approval Order").

[16] The Monitor provided an update at the hearing about some of the terms of the SISP. The stalking horse bidder will now be required to provide proof of binding commitments from lenders and evidence of available cash to make up the balance of the purchase price under the stalking horse bid by March 31, 2025 to maintain its status as a binding bid. The stalking horse bidder was also asked, and agreed, to provide an increased cash deposit (beyond the \$250,000 already provided for) by March 15, 2025 (the start of the SISP process). The stalking horse bidder's entire deposit will be forfeited and there will be no repayment of the DIP loan (being advanced by a party related to the stalking horse bidder) if the March 31, 2025 conditions are not satisfied. Conversely, if the conditions are met and a superior bid comes in and is accepted, the stalking horse bidder will be paid a \$65,000 break fee in addition to being repaid the deposit amounts and the DIP loan will have to be repaid.

[17] The stalking horse bid involves a transaction that is predicated upon a reverse vesting order that will still require future court approval (although the reverse vesting order structure is not mandated under the SISP for other bidders). At the February 27, 2025 come-back hearing, the court confirmed that if the stalking horse bid (and SISP) are approved now, the court is not being asked, and will not be taken, to approve an RVO structure for any transaction that emerges from the SISP, including the Stalking Horse Agreement. The requesting parties would still have to satisfy the court that an RVO is appropriate if and when approval is sought for any RVO based transaction.

[18] The stalking horse bid does not include the Melair Property, but interested parties will have the option to make an offer to purchase that property as part of a purchase of the Business (including other assets) or on its own. The Melair Property is estimated to be worth approximately 50% of the JBT Group's Indebtedness to the TD Bank, although efforts to date to sell that property have not been successful.

[19] The Monitor supports the request by the JBT Group for both the ARIO and the SISP Approval Order, for reasons detailed in the Monitor's First Report dated February 26, 2025. The Monitor has reviewed the cash flows prepared by JBT Group management and is satisfied that with the proposed DIP financing of \$250,000, the JBT Group will have sufficient liquidity to continue its business operations until May 31, 2025, which would be after the expiry of the extended Stay Period under the ARIO (proposed to expire on May 16, 2025). Under the SISP,

binding bids are to be submitted by April 18, 2025 and the successful bidder is to be selected on April 25, 2025.

The Arguments in Favour of TD Bank's Receivership Application

[20] TD Bank is the Debtors' senior secured and largest creditor.

[21] The Debtors have been in default of their various loan agreements and credit facilities with TD Bank (the "Credit Facilities") since in or about June of 2023. The Bank informally agreed to forbear from enforcing on its security for almost a year. This agreement to forbear was formalized in a forbearance agreement dated April 13, 2024, and renewed on June 26, 2024 and December 13, 2024 (collectively, the "Forbearance Agreement"). During this period the Debtors continued to be in default of the Credit Facilities and were often in default of their obligations under the Forbearance Agreement.

[22] During the forbearance period, and in consultation with TD Bank, the JBT Group engaged a financial advisor, effected the sale of a real property and other assets, and implemented an operational restructuring to decrease operating costs and enhance the JBT Group's market position. The JBT Group's efforts resulted in a reduction of the indebtedness owed to TD Bank from approximately \$25 million in January of 2024 to \$16.2 million in December of 2024.

[23] Despite a lengthy period of forbearance by TD Bank, and the reduction of the indebtedness owed to TD Bank to \$16.2 million by December of 2024, the JBT Group were unable to come up with a refinancing proposal or restructuring plan that was acceptable to TD Bank, and they missed critical milestones in January of 2025 that resulted in TD Bank's Demands.

[24] The February 6, 2025 CCAA Application was met with a draft Notice of Application for the appointment of a receiver by TD Bank dated February 7, 2025 (the "Receivership Application"). The receivership application seeks to lift the NOI stay of proceedings and the appointment of BDO Canada Limited ("BDO") as receiver (the "Receiver"), without security, of all of the current and future assets, undertakings, and properties (the "Property") pursuant to s. 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA").

[25] When the two applications came before the court on February 10, 2025, the court was concerned with preserving a *status quo* pending a proper hearing of both the CCAA Application and the Receivership Application. This was achieved through the granting of the limited CCAA Initial Order. The Receivership Application was adjourned to February 27, 2025 at the return of the comeback hearing in the CCAA Application to keep the options for both manner of proceedings open and available for the court's consideration.

[26] TD Bank has the right under its security documents to appoint a receiver. The JBT Group also consented to the appointment of a receiver under the terms of the Forbearance Agreement.

[27] The Debtors continue to access their line of credit with TD Bank, forcing TD to effectively assume the role of a *de facto* interim lender and bear the burden of CCAA-related costs. At the heart of TD Bank's position are its concerns about the erosion of its security and its increasing debt. TD Bank is not prepared to continue financing, through its outstanding Loan Facilities, the

going concern business of the JBT Group while its indebtedness increases and its security is primed by the proposed charges under the ARIO and continues to be eroded. The Debtors' cash flow projections do not forecast any payments under TD Bank's Credit Facilities during the extended Stay Period under the CCAA scenario.

[28] The CCAA Application proposes DIP Charges, Administration Charges for the professional fees of the Debtors and DLI (the Proposal Trustee and proposed Monitor) and possibly certain thus far unspecified non-trust priority payments for pre-filing debt to Critical Suppliers in excess of \$500,000. It does not propose to pay anything to TD Bank until there are distributions to creditors or there is a refinancing, in circumstances where TD Bank already anticipates that it will suffer a shortfall on its outstanding indebtedness.

[29] TD Bank's position is that the Debtors have already spent more than a year trying to refinance or sell their Business, with limited success (the sale of one property). The proposed SISP does not introduce anything new to entice third party interest; all it does is provide management with the ability to buy the Business and rid themselves of the burden of the TD Bank indebtedness through a stalking horse agreement that introduces uncertainty into the sale process and may, if anything, serve as a disincentive to potentially interested third parties.

[30] Given the history of this matter, TD Bank no longer has confidence in management's ability to successfully achieve a sale or refinancing of the Business to a third party and it wants to take control of the sale process now, particularly since its security has eroded to the point that there is likely to be a deficiency in TD Bank's recoveries.

Analysis

The Threshold Requirements Are Not in Dispute

[31] Neither the JBT Group nor TD Bank contest the ability of the other to satisfy the basic threshold requirements for the orders they seek: for the appointment of the proposed Monitor under the CCAA or Receiver under the BIA, respectively. They both agree that it is appropriate for one of the orders to be made (perhaps with some tweaking of the specific terms). However, they disagree about which of the orders is the more appropriate order to be made at this time and in the specific circumstances of the JBT Group.

[32] In deciding whether the appointment of a receiver is just or convenient, the court "must have regard to all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto," which includes the rights of the secured creditor under its security: see *Bank of Nova Scotia v. Freure Village of Clair Creek* (1996), 40 C.B.R. (3d) 274 (Ont. Gen. Div.), at para. 10. Various factors may be considered by the court in making this determination: see *Kingsett Mortgage Corp. v. Maplevue Developments Ltd., et al.*, 2024 ONSC 1983, at paras. 24-25. The applicable factors, many of which are also relevant to the court's consideration of whether to grant an order under the CCAA, are present in this case..

[33] Conversely, to grant an initial order under the CCAA, there are basic statutory requirements that are satisfied in this case (and were found to have been at the time the Initial Order was made). To extend the CCAA Stay Period, the JBT Group must demonstrate under s. 11.02 (2) and (3) of the CCAA that, (1) circumstances exist to make the order appropriate, and (2) they have acted and

are acting in good faith and with due diligence. The good faith and due diligence of the JBT Group are not being challenged at this time.

[34] Either one of the requested orders could be justified. The question to be decided is which one is more appropriate, just and convenient in the circumstances of this case.

CCAA vs. Receivership

[35] Where there are competing applications for a continued insolvency proceeding under the CCAA, or the appointment of a receiver under the BIA, "the court must consider all of the relevant factors in the exercise of its discretion to determine the most appropriate path forward": see *Antibe Therapeutics Inc. (Re)*, CV-24-00717410-00CL, Unreported Endorsement of Osborne J., 22 April 2024, at para. 59.

[36] The JBT Group focuses on the importance of the remedial purposes of the CCAA, as set out by the Supreme Court of Canada in *Century Services Inc v. Canada (Attorney General)*, 2010 SCC 60, [2010] 3 SCR 379, emphasizing the importance of encouraging rehabilitation and allowing the debtor companies to carry on business to avoid the devastating effects of a bankruptcy or liquidation where possible, see *Century Services*, at paras. 15, 17-18, 59, and 70.

[37] However, courts have also held that it is just and convenient to appoint a receiver where:

- (i) The lender's security is at risk of deteriorating;
- (ii) There is a loss of confidence in the debtors' management;
- (iii) There is a need to stabilize and preserve the debtors' business; and
- (iv) The positions and interests of other creditors militate in favour of appointing a receiver.

See *BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc.*, 2020 ONSC 1953, 78 CBR (6th) 299, at para. 45.

[38] In this case, all of the above four factors are engaged, although the third and fourth could support both the Receivership and the CCAA Application.

[39] The jurisprudence suggests that a receivership is generally more appropriate where:

- (i) The debtor is not operating an active business: see *AFC Mortgage Administrative Inc v. Sunrise Acquisitions (Stayner) Inc et al*, CV-23-00710361-00CL, Unreported decision of Black J. dated February 29, 2024, at paras. 63-66; *Ashcroft Urban Developments Inc. (Re)*, 2024 ONSC 7192, at para. 70; *Antibe*, at paras. 70-71; and *Callidus v. Callcap*, 2012 ONSC 163, at para. 52;
- (ii) The debtor has acted in a manner to ground an objective basis for a loss of confidence in management: see *Antibe*, at para. 85; *Ashcroft* at paras. 104-106; and *Callidus*, at para. 51;

- (iii) There is no germ of a plan such that a stay is merely an attempt to postpone an inevitable liquidation: see *Industrial Properties Regina Limited v. Copper Sands Land Corp.*, 2018 SKCA 36, at paras. 20-21; *Ashcroft*, at paras. 99-100; *Antibe* at para. 70; *AFC Mortgage*, at paras. 55-57; and
- (iv) The secured creditors will face prejudice as a result of a significant erosion of their security/collateral from the debtor's ongoing operations: see *Callidus*, at para. 53.

See also, *BCIMC*, at para 45.

[40] In *Ashcroft*, this court had to choose between competing CCAA and Receivership Applications involving businesses with over 200 employees that owned and operated various residential properties, and chose to appoint a receiver and terminate the CCAA proceedings, noting (at para. 113) that:

... the receivership remedy gives effect to the bargain made between the secured lenders and the applicants, and transfers control of the process from debtors in whom confidence has been lost to creditors who should be entitled to make good on their security while there are still good prospects of them being made whole.

[41] The JBT Group seeks to distinguish *Ashcroft* on three primary grounds.

[42] First, the JBT Group suggests that there is a recognized preference for a receivership over CCAA in situations where the debtor's primary asset is real estate (and is a holding company rather than active operating company). In contrast, relief under the CCAA may be more appropriate than a receivership where there is an operating going-concern business: see, for example: *Pacific Shores Resort & Spa Ltd. (Re)*, 2011 BCSC 1775; and *Plan of Compromise or Arrangement of 2039882 Ontario Ltd. o/a Shelter Cove*, CV-24-00713069-00CL, Unreported Decision of Conway J. dated January 18, 2024.

[43] The business in *Ashcroft* was the management of already developed real estate holdings. In that sense, the JBT Group argues that its Business is different and more conducive to a debtor-led CCAA process. However, *Ashcroft* employed 200 people so it cannot be characterized as an entirely passive real estate holding business. Similarly, while the primary asset of the JBT Group is its transport and logistics Business, one of its highest valued assets is the Melair Property which is, at least according to the stalking horse bidder, not essential to the operation of the Business since it is not part of the management led stalking horse bid¹.

¹ Given this, TD Bank asked the court, in the alternative to appointing the Receiver over all of the Debtors' Property, to appoint the Receiver at least over the Melair Property since the stalking horse agreement does not include this property. I do not need to consider this alternative position in light of the decision to grant the Receivership Application and appoint the Receiver over all of the Debtors' Property, including but not limited to the Melair Property.

[44] Like in *Ashcroft*, this case is not clearly in either category. Further, it has been made clear that in a CCAA scenario, the focus will be on selling the Business, rather than a more traditional restructuring of an operating business. In other words, this would be a liquidating CCAA. While recognized in appropriate cases, the fact that this is a liquidating CCAA detracts somewhat from the underlying rationale of utilizing the CCAA over the BIA to preserve a going concern business. Further, there is nothing to prevent the stalking horse bidder from presenting its bid to the Receiver. TD Bank has not foreclosed the possibility of a going concern sale within the receivership.

[45] Second, the JBT Group contends that, where a debtor has been working cooperatively to resolve its issues, and management has been working in good faith and with due diligence, courts have not placed a lot of weight on blanket statements by creditors that they have lost confidence in management of the debtor. In these circumstances, the generic assertion of a loss of faith in management should be viewed in the broader context of the dispute over the appropriate manner of proceeding and not taken at face value without probing for further objective grounds for the loss of confidence: see *Pacific Shores*, at paras. 25-33.

[46] The type of loss of confidence in management that has supported creditor led, as opposed to debtor led, restructurings often involves some type of lack of co-operation, lack of candour or non-disclosure (see *Ashcroft* at paras. 104-106 and *Antibe* at para. 85). These reflect concerns that go beyond the obvious and always present circumstance of the debtor being in breach of its loan obligations and having been unable to repay the outstanding indebtedness through refinancing or other means prior to the commencement of the proceeding.

[47] However, here the loss of confidence of TD Bank in management of the JBT Group is not generic. It is specific and there is an objective basis for it: TD Bank has lost confidence in management's ability to do that which they say they are trying to do under the CCAA process, namely to sell or refinance the Business on a going concern basis. This is what management has been trying to do since at least October 2023 if not longer, with the benefit of TD Bank's forbearance.

[48] Yet, Debtors now propose to go to market the Business under a proposed SISP, burdened by a stalking horse agreement that would require other bidders to over bid by at least \$125,000 plus \$65,000 for the break fee to be economically superior to the stalking horse bid, and they would have to separately negotiate for the Melair Property if they wanted it for the operation of the Business. Furthermore, the continued existence of the stalking horse agreement will itself be uncertain until March 31, 2025 (the deadline for proof of binding commitments from lenders), so that may deter interested parties from even committing to doing any due diligence before then, which will significantly reduce their ability to make a qualified bid within the prescribed time line.

[49] The fact that management is behind the stalking horse bid that introduces uncertainty and complications into the SISP is a further ground for TD Bank's loss of confidence in management's ability to fulfill their professed CCAA objectives. This leads TD Bank to be skeptical about the SISP and to view the CCAA process as a means for management to buy back the Business and force TD Bank to accept reduced recoveries on its debt without having to put forward a plan of arrangement to a creditor vote.

[50] The Debtors have shared with TD Bank their analysis and view that the value of the cash component of the stalking horse bid will likely be greater than the proceeds received under a liquidation scenario. This did not persuade TD Bank to go along with the CCAA scenario and proposed SISP and with the backstop Stalking Horse Agreement.

[51] Overall, even though it is not suggested that the Debtors have acted in bad faith, the TD Bank's expressed lack of confidence in management is understandable and justified in the circumstances and given the history of dealings between the parties in this case. It is not just a bald assertion.

[52] Third, the JBT Group emphasizes that a specific contractual right to appoint a receiver merely relaxes the burden on the applicant seeking what is otherwise considered to be extraordinary relief, since it involves enforcing a term of a bargain that the parties have already agreed to: see *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27. An agreement that a creditor may ask the court to appoint a receiver upon default, and even a specific agreement consenting to the appointment of a receiver if certain conditions or milestones are not met, does not dictate the outcome and does not necessarily mean that a receiver will be appointed: see, for example, *Bank of Montreal v. Maple City Ford Sales (1986) Ltd.*, 2002 CanLII 23166 (ON SC), at para. 142; *Callidus*, at paras. 29 and 31; and *Bank of Nova Scotia v. Smiling Simba Learning Academy Inc.*, 2025 ABKB 11, at paras. 31-32.

[53] However, where a creditor has a contractual right to appoint a receiver upon the debtor's default, has already agreed to forbear and defer exercising its enforcement remedies and, in exchange, has received further confirmation of the Debtors' consent to the appointment of a receiver if the forbearance did not lead to the promised refinancing of the debt: "Commercial certainty for all stakeholders dictates that parties should expect that courts will hold them to their bargains, absent further agreement or circumstances that would make it appropriate to nullify or remove the order": see *ATB Financial v. Mayfield Investments Ltd.*, 2024 ABKB 635, at para 40.

[54] That expectation reasonable arises in this case. This is not a situation where TD Bank has come rushing to court to seek the appointment of a Receiver without affording the Debtors any opportunity to explore the possibility of other options; the Debtors had a long period of forbearance and were not able to achieve a refinancing or sale that was satisfactory to their senior secured lender. They were given a final further opportunity to come up with a plan that their senior secured creditor could support when the Initial Order was made. They have been unable to do so.

[55] Like in *Ashcroft*, it appears that the Debtors here have sought CCAA protection to buy time to continue their ineffective attempt to raise new funding, that will now be used to support the stalking horse bid. That will put TD Bank in the position of having to accept a repayment shortfall along the lines of what it rejected in January when presented with the Debtors last proposed refinancing option. That outcome is not appropriate, fair or reasonable in the circumstances of this case. In terms of other potential outcomes under the CCAA, if the results of the past one plus year of efforts by the Debtors are any indication, as they surely are, the chances of any other better going concern proposal or refinancing emerging in a debtor-led CCAA proceeding are low.

[56] TD Bank acted reasonably and worked with the Debtors and it has earned the right to exercise its enforcement remedy and appoint the Receiver. In the circumstances of this case, I find

that it is more appropriate, just and convenient to grant the Receivership Application rather than the CCAA Application which is most likely to end with the court being asked to approve the Stalking Horse Agreement and a separate sale of the Melair Property.

[57] I will address briefly some of the other points raised.

[58] Although arguments were made by TD Bank about the potentially higher costs of a CCAA process, that has not influenced my decision in this case. While “CCAA proceedings are inherently expensive [because] [t]hey require regular court attendances, probably with greater frequency than a receivership does” (see *BCIMC* at para. 93), the possibility of an incrementally higher cost is not a driving factor in this case because there will be a steep learning curve (and associated cost) for the Receiver and its counsel who do not have the background with the Debtors and their business that they themselves and the Monitor already have.

[59] Aside from the Debtors' speculation that a receivership will be less effective than a debtor-led sale process, TD Bank argues that there is no specific evidence that a court-appointed receiver would negatively impact the interests of employees or third parties. However, I do not need specific evidence to appreciate that there is a greater possibility of a liquidation of assets that does not involve a going concern transaction and to infer that that employees, contractors and third party suppliers may be negatively impacted by that.

[60] Counsel for the Debtors asked the court to take into consideration that the Supreme Court of Canada has recognized that heightened creditor entitlements can be subordinated to the interests of other stakeholders in appropriate, albeit exceptional cases. The examples referenced were: *Sun Indalex Finance, LLC v. United Steelworkers*, 2013 SCC 6, [2013] 1 SCR 271; *Canada v. Canada North Group Inc.*, 2021 SCC 30, [2021] 2 SCR 571, cases that considered priming court ordered super priority charges based on statutory deemed trusts.

[61] This submission was not developed in any detail, but was rather mentioned in passing during oral argument. Having given it some thought, I am not convinced that this is one of those exceptional cases where subordinating the senior secured creditor's interests under its loan and security documents to the interests of other stakeholders who may be affected if the Business cannot survive under the burden of that debt is warranted. The interests of other stakeholders, while a relevant factor to take into consideration, do not in the circumstances of this case trump the interests of the Debtors' senior secured and largest creditor that has been supporting the JBT Group's restructuring efforts for more than a year, is still owed over \$16 million and is facing the prospect of a shortfall.

[62] Having considered all of the above, and the more fulsome written and oral arguments and submissions on behalf of the parties, I find it to be more appropriate, just and convenient to appoint a receiver now in the circumstances of this case. TD Bank's security has been eroded in the interim, and it should not be forced to continue to finance this Business through a debtor led CCAA that does not propose any payment of interest or principal under the TD Bank Credit Facilities.

Other Relief Sought

[63] Since I have decided to grant the Receivership Application and not grant the CCAA Application, I do not need to consider the requirements for the approval of the DIP Financing and

DIP Charge, or the increased Administration Charge under the proposed ARIO, or the requirements for approval of the SISP and the stalking horse agreement under the proposed SISP Approval Order.

[64] As part of the CCAA Application, the Debtors and the Monitor asked the court to seal a Confidential Exhibit that discloses confidential information about the valuation of their Business. The parties agree that if this analysis is made public it will negatively affect the ability to maximize value and maintain integrity in any sale efforts under either of the CCAA or receivership scenarios. The requested sealing order is of a limited scope. It is necessary to protect commercially sensitive information that could negatively impact the JBT Group and its stakeholders in the continuing efforts to sell their Property. Even though the proposed SISP under the CCAA is not proceeding, for so long as there remains a prospect of some sale process being carried out by the Receiver, it would be harmful to that process for the terms of the Confidential Exhibit to be available to participants in that later process.

[65] The proposed partial sealing order appropriately balances the open court principle and legitimate commercial requirements for confidentiality. I am satisfied that the limited nature and scope of the proposed sealing order is appropriate and satisfies the requirements in *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41, [2002] 2 SCR 522, at para. 53, as modified by the reformulation of the test in *Sherman Estate v. Donovan*, 2021 SCC 25, [2021] 2 SCR 75, at para. 38. Preservation of the confidentiality of information inherent in a sale process is recognized as meeting the requirements of the test for sealing court documents in *Sherman Estate*, at para. 85, when limited to only that material that contains the confidential and sensitive information and only for as long as may be necessary.

[66] Counsel advised at the conclusion of the hearing on February 27, 2025 that they would propose language to be incorporated into the Receivership Order, or a CCAA termination order or some other order to seal the Confidential Exhibit if the court so orders, which I do.

[67] Counsel is directed to ensure that the sealed Confidential Exhibit is provided to the court clerk at the filing office in an envelope with a copy of this endorsement and the signed order with the relevant provisions highlighted so that it can be physically sealed. Counsel is further directed to apply, at the appropriate time, for an unsealing order, if necessary.

[68] Trade-Mark Industrial Inc., Trade-Crete Ltd. and Comtrade Ltd. (the "Trade-Mark Group") brought a motion returnable on February 27, 2025 for relief carving out its construction lien action commenced in 2023 from any ongoing stay such that: (a) it has leave to continue its action bearing Court File No. CV-23-00001474-0000, commenced at Kitchener, Ontario (the "Lien Action"), against Waydom Management Inc., Melair Management Inc. and JBT Transport Inc.; and (b) any stay of proceedings in these insolvency proceedings will not apply to the continued pursuit of the Lien Action. This motion is not urgent. It was acknowledged that the Trade-Mark Group only needs the stay of proceedings to be lifted before October 2025 when the Trade-Mark Group is otherwise required to set the Lien Action down for trial if it is proceeding.

[69] This motion in respect of the Lien Action was adjourned. It may be brought back before the court with reasonable notice to the service list, if necessary. Nothing in this endorsement shall

have any bearing on the merits of any relief eventually sought in respect of the continued pursuit of the Lien Action.

[70] There was some discussion at the hearing about the form of order(s) to be signed once my decision has been released. It may be that there are some additional terms that could be appropriately added to the proposed Receivership Order, for example, to address any immediate concerns about Critical Suppliers. Accordingly, I will wait for counsel to confer among themselves and then send me the form of receivership order and any other order(s) that are deemed necessary, arising out of this endorsement, together with blacklines against the last versions of the orders(s) that were before the court. This will need to be done before the current Stay Period expires on March 6, 2025. If there is no agreement, I will sign the originally proposed form of Receivership Order, which counsel for TD Bank should forward directly to me on or before March 6, 2025.

A handwritten signature in dark ink, appearing to read "Kimmel J.", is positioned above a horizontal line.

Kimmel J.

Date: March 4, 2025

APPENDIX B



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00736572-00CL & CV-
25-00737791-00CL

DATE: March 7, 2025

**TITLE OF PROCEEDING: IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR
MANAGEMENT INC., HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED,
HERITAGE NORTHERN LOGISTICS INC., AND HERITAGE WAREHOUSING & DISTRIBUTION
INC.**

And

THE TORONTO-DOMINION BANK v. JBT TRANSPORT INC. et al

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Caitlin Fell Brendan Bissell Jessica Wuthmann	Lawyers for the Applicants- Debtors – In CV -25-736572 JBT Transport	cfell@reconllp.com bbissell@reconllp.com jwuthmann@reconllp.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Craig A. Mills Matthew Cressatti	Counsel for Toronto-Dominion Bank	cmills@millerthomson.com mcressatti@millerthomson.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Graham Phoenix Shahrazad Hamraz	Counsel for Proposed Monitor - Dodick Landau Inc	gphoenix@ln.law shamraz@ln.law
Nabiel Dawood	Counsel for Group of lien creditors with a separate ongoing action, Trade-Mark Industrial Inc ., Trade- Crete Ltd ., and Comtrade Ltd.	ndawood@millerthomson.com
Phil Turner	R& S Trailer Leasing Limited	philt@breadnertrailers.com

ENDORSEMENT OF JUSTICE KIMMEL:

- [1] This endorsement is supplementary to the court's preliminary endorsement of February 28, 2025 and endorsement of March 4, 2025. The form of receivership order presented to the court by email from counsel for the Toronto-Dominion Bank late in the day on March 6, 2025 has been signed by me today (with some modifications to the first preamble) and may issue.
- [2] Counsel, through their email correspondence, identified a concern about the lack of clarity regarding the priority of the CCAA Administration Charge contained in the February 10, 2025 Interim Order made in *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the "CCAA") proceedings under Court File No. CV-25-00736572-00CL and the Administration charge now provided for in the signed Receivership Order.
- [3] Language proposed by the CCAA Monitor's counsel for inclusion in the Receivership Order to address this was not agreed to by TD Bank. The proposed language is as follows:
- 4A. THIS COURT ORDERS that, notwithstanding the foregoing, the administration charge as defined and granted in the February 10th Order (the "CCAA Administration Charge") shall continue in full force and effect as against all the Property (as defined below) of the Debtors and shall rank in priority to the Receiver's Charge (as defined herein).
- [4] That priority question will need to be determined by the court if the parties are unable to reach an agreement. In the meantime, as suggested by counsel for the CCAA Monitor, I am including the following language in this endorsement that is intended to preserve the positions of the parties on this priorities question in the meantime:
- The CCAA Administration Charge contained in the court's order of February 10, 2025 in CV-25-00736572-00CL is not immediately extinguished by the receivership order signed today in CV-25-00737791-00CL. That CCAA Administration Charge is preserved pending any future determination or agreement regarding where it ranks vis-à-vis the Receiver's Charge.
- [5] Counsel may arrange a case conference before me through the Commercial List Office to determine how best to resolve this priorities question.



KIMMEL J.

March 7, 2025

APPENDIX C

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

THE HONOURABLE

)

THURSDAY, THE

JUSTICE KIMMEL

)

6TH DAY OF MARCH, 2025

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

and

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE
NORTHERN LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.**

Respondents

**AMENDED ORDER
(Appointing Receiver)**

THIS MOTION made by The Toronto-Dominion Bank (the “**Bank**”) 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 and manager (in such capacities, the “**Receiver**”) without security, of the Property (as defined below) of JBT Transport Inc., Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc., Drumbo Transport Ltd., Heritage Northern Logistics Inc., and Heritage Warehousing & Distribution Inc. (collectively, the “**Debtors**”) (the “**Debtors**”) was heard this day via Zoom videoconference.

ON READING the Affidavits of Daryl Coelho sworn February 7, 2025 and February 25, 2025, and the Exhibits thereto and on hearing the submissions of counsel for the Bank and the Receiver, and other counsel appearing on the Participant Information Form, no one appearing for any other party although duly served as appears from the Lawyer Certificate of Service signed February 8, 2025 and the affidavit of service of Maureen McLaren dated February 25, 2025, 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 motion is properly returnable today and hereby dispenses with further service thereof.

LIFTING OF STAY AND CCAA TERMINATION

2. **THIS COURT ORDERS** that the stay of proceedings over the Debtors and the Property granted by Order of this Court dated February 10, 2025 (the “**February 10 Order**”) in proceedings commenced by the Debtors pursuant to the *Companies Creditors Arrangement Act* R.S.C. 1985 c. C-36, as amended, in Court File No. CV-25-00736572-00CL is hereby terminated, effective immediately, and is of no further force and effect.

3. **THIS COURT ORDERS** that Dodick Landau Inc. is hereby discharged from its duties as court-appointed monitor for the Debtors (in such capacity, the “**Monitor**”) and shall have no further duties, obligations or responsibilities as Monitor from and after the date hereof.

APPOINTMENT

4. **THIS COURT ORDERS** that that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, which property includes, without limitation, the freehold interest in real property municipally known as 425 Melair Drive, Ayr, Ontario, N0B1E0, and bearing the legal description PIN 22714-0168 (LT) (the “**Property**”).

RECEIVER’S POWERS

5. **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 \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; 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 apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) 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;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence

of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. **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 Omnitrac 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.

8. **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.

9. **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

10. **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

11. **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

12. **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

13. **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

14. **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.

DEALINGS WITH CUSTOMERS OF THE DEBTORS AND CARRIERS

15. **THIS COURT ORDERS** that all transportation carriers and owner operators that were engaged by the Debtors to provide carrier services (each, a “**Carrier**”, and collectively, the “**Carriers**”), be and are hereby stayed from contacting customers of the Debtors in respect to the business of the Debtors, including but not limited to, requiring customers to make payments to the Carriers, from taking any enforcement action with respect to the Carrier Trust Funds (as defined herein) or from holding or refusing to deliver the Debtors' load freight product on account of any outstanding indebtedness owing by the Debtors to Carriers prior to March 6, 2025 (the “**Date of Receivership**”).

16. **THIS COURT ORDERS** that all receivables received by the Debtors on or after the Date of Receivership shall be treated in accordance with the provisions of the Highway Traffic Act, RSO 1990, c. H. 8 (the “HTA”), including section 190.0.1(3) therein. Specifically, the Receiver

shall confirm that funds impressed with a trust pursuant to section 191.0.1(3) of the HTA (“Carrier Trust Funds”) shall be held in a segregated account and valid claims will be paid to the Carriers pursuant to and in accordance with the HTA.

17. **THE COURT ORDERS** that any payments to be made by customers on receivables owing to the Debtors shall be paid to the Receiver.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

19. **THIS COURT ORDERS** that all employees of the Debtors 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

20. **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

21. **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

22. **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 AND CCAA ADMINISTRATION CHARGE

23. **THIS COURT ORDERS** that, notwithstanding paragraphs 2 and 3 above, the administration charge as defined and granted in the February 10th Order (the “**CCAA Administration Charge**”) shall continue in full force and effect as against all the Property of the Debtors for professional fees and costs incurred up to the Date of Receivership, which Charge shall not exceed an aggregate amount of \$75,000 and shall rank *pari-passu* with the Receiver’s Charge (as defined below).

24. **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 and *pari-passu* with the CCAA Administration Charge.

25. **THIS COURT ORDERS** that the Receiver, the Monitor and their legal counsel and counsel to the Debtors in the CCAA proceedings 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 Ontario Superior Court of Justice (Commercial List).

26. **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

27. **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.

28. **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.

29. **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.

30. **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

31. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/JBT>.

32. **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

33. **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.

34. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtors.

35. **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.

36. **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.

37. **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.

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

39. **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.

40. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's time and is enforceable without the need for entry and filing.

SCHEDULE “A”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Inc., the receiver (the “**Receiver**”) of the assets, undertakings and properties of JBT Transport Inc., Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc., Drumbo Transport Ltd., Heritage Northern Logistics Inc., and Heritage Warehousing & Distribution Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, which property includes, without limitation, the freehold interest in real property municipally known as 425 Melair Drive, Ayr, Ontario, N0B1E0 (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (the “**Court**”) dated the __ day of _____, 2025 (the “**Order**”) made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated 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 The Toronto-Dominion Bank 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.

DATED the _____, day of February 2025.

BDO Canada Limited., solely in its capacity as
Receiver of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK
Applicant

and

JBT TRANSPORT INC. et al. Court File No. CV-25-00737791-00CL
Respondent

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

Proceeding Commenced at TORONTO

AMENDED ORDER

MILLER THOMSON LLP

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40 King Street West, Suite 5800
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Lawyers for The Toronto-Dominion Bank

APPENDIX D

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 15 day of July, 2025.

BETWEEN:

BDO CANADA LIMITED, solely in its capacity as court-appointed Receiver of all of the property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd. (collectively, the “**Companies**”) and certain other entities and not in any other capacity and with no personal or corporate liability (hereinafter called the “**Vendor**”)

OF THE FIRST PART

- and -

MCDUGALL AUCTIONEERS LTD., a corporation incorporated pursuant to the laws of the Saskatchewan (hereinafter called the “**Purchaser**”)

OF THE SECOND PART

RECITALS:

Whereas:

- A. Pursuant to the Amended Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) in Court File No. CV-25-00737791-00CL (the “**Receivership Proceedings**”), dated March 6, 2025 (the “**Appointment Order**”), the Vendor was appointed as Receiver of all the assets, property and undertaking (the “**Assets**”) of the Companies.
- B. Pursuant to the Appointment Order, the Vendor is authorized to sell the Assets and apply for an order of the Court approving the sale of the Assets and vesting title to the Assets in the Purchaser.
- C. Subject to an order being issued by the Court approving the sale of the Purchased Assets (defined herein) and pursuant to the terms of this Agreement, the Purchaser has offered to purchase the Purchased Assets and the Vendor has accepted such offer on the terms and conditions contained herein.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual agreements in this Agreement, and for other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

“Agreement” means this asset purchase agreement and all Schedules attached hereto and the terms “hereof” and “hereto” refer to this Agreement as a whole and references to “Section” and “subsection” mean the relevant section or subsection of this Agreement unless the context specifically indicates otherwise;

“Applicable Law” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise), or Order, or any consent, exemption, approval or License of any Governmental Authority, that applies in whole or in part to the Transaction, the Vendor, the Purchaser, the Companies, or to any of the Purchased Assets;

“Appointment Order” means the order issued in the Receivership Proceeding, appointing the Vendor as Receiver of all of the assets, property and undertaking of the Companies, including the Purchased Assets, pursuant to section 243 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.C43, as amended (the **“CJA”**);

“Approval and Vesting Order” means an order or orders of the Court in a form substantially in accordance with Schedule A authorizing and approving the Transaction contemplated under this Agreement and ordering that the right, title and interest of the Companies in the Purchased Assets be vested in the Purchaser free and clear of any right, title or interest of the Companies and Encumbrances;

“Assets” has the meaning given in recital A and includes the items in Schedules C and D attached hereto;

“BIA” means the *Bankruptcy and Insolvency Act* of Canada as the same may be amended from time to time;

“Business” means the transportation and logistics business carried on by the Companies at the Premises;

“Business Day” means a day other than a Saturday or Sunday, on which Canadian chartered banks are open for the transaction of domestic business in Toronto, Ontario;

“Claims” shall have the meaning ascribed thereto in the Approval and Vesting Order;

“Closing” means the completion of the sale to, and purchase by the Purchaser of, the Purchased Assets in accordance with the terms of this Agreement;

“Closing Date” means ten (10) Business Days following the date on which the Court grants the Approval and Vesting Order and the expiry of any relevant appeal period, or, in the event that an appeal from the Approval and Vesting Order is issued, ten (10) business days following the final dismissal of any such appeal, unless the parties hereto otherwise agree to such other date in writing. In the event the Court does not grant the Approval and Vesting Order or upon appeal the said Order is stayed, varied vacated or set aside, this Agreement and the Purchaser’s offer dated June 26, 2025, accepted by the Vendor shall both be at an end and the Purchaser shall be entitled to a return of the Deposit and all monies paid without interest or deduction within 5 business days;

“Closing Document” means any document delivered at or subsequent to the Closing Time as provided in or pursuant to this Agreement;

“Companies” has the meaning given in the listing of the Parties of the First Part;

“Contracts” means the full benefit and advantage of all contracts, agreements and entitlements of the Companies relating to the Business;

“Closing Time” means 10:00 am Toronto time on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place;

“Court” means the Ontario Superior Court of Justice (Commercial List);

“Deposit” has the meaning set out in Section 2.3;

“Encumbrances” shall have the meaning ascribed to thereto in the Approval and Vesting Order;

“Excluded Assets” means (i) any Assets not specifically included as part of the Purchased Assets, and (ii) for greater certainty, includes bank accounts of the Companies, cash on hand or cash equivalents at Closing, Contracts, Records, and all refunds owed or owing to the Companies by any Governmental Authority;

“Governmental Authority” means any domestic or foreign government whether federal, provincial, state or municipal and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever;

“including” means **“including without limitation”** and the term **“including”** shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

“License” means any license, permit, approval, right, privilege, concession or franchise in respect of the Purchased Assets;

“Occupation Period” means the period beginning one (1) day following the Closing Date and ending seventy-five (75) days after the Closing Date, as further described in Article 5;

“Order” means any order (draft or otherwise), judgment, injunction, decree, award or writ of any court, tribunal, arbitrator, Governmental Authority, or other Person;

“Parties” means the Purchaser and the Vendor collectively, and **“Party”** means any one of them;

“Person” or **“person”** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any Governmental Authority or any other entity recognized by law;

“Premises” means the premises as listed in Schedule B;

“Purchase Price” means the purchase price payable for the Purchased Assets pursuant to Section 2.2 ;

“Purchased Assets” means the vehicles, trailers, and miscellaneous assets owned by the Companies and listed at Schedule “C” attached hereto , but not including any Excluded Assets;

“Related Person” has the meaning in the *Bankruptcy and Insolvency Act*, 1985, c. B-3, as amended;

“Records” means all of the records relating exclusively to the Business consisting of operating data, files, books and records, correspondence, materials and contract documents but does not include financial data, financial documents or any financial information of the Companies;

“Transaction” means the transaction of purchase and sale contemplated pursuant to this Agreement;

“Warranties” means any warranties of any kind with respect to the Purchased Assets, including any warranties or after sale service or repair or provisions of parts in relation to the Inventory.

1.2 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended or to any restated or successor legislation of comparable effect.

1.3 Headings

The division of this Agreement into articles, Sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of or between the Parties.

1.6 Amendment

This Agreement may only be amended, modified or supplemented by a written agreement signed by each Party.

1.7 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.8 Schedules

The following Schedules form part of this Agreement:

Schedule A - Form of Approval and Vesting Order

Schedule B - Address of Premises

Schedule C - Purchased Assets

1.9 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in Ontario (excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the Court with respect to any matter arising hereunder or related hereto.

1.10 Currency

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to Canadian dollars.

1.11 Third Party Beneficiaries

Nothing in this Agreement or in any Closing Document is intended expressly or by implication to, or shall, confer upon any Person other than the Parties, any rights or remedies of any kind.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Assets

- (a) The Vendor shall sell, assign and transfer to the Purchaser and the Purchaser shall purchase the Purchased Assets on the Closing Date pursuant to the Approval and Vesting Order and the Purchaser shall pay the Purchase Price on the Closing Date, subject to the terms and conditions contained in this Agreement.

- (b) The Purchaser hereby acknowledges to and in favour of the Vendor that the Purchaser has conducted its own investigations and inspections of the Purchased Assets and that the Purchaser is responsible to conduct its own inspections and investigations of all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has satisfied itself with respect to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has relied entirely upon its own investigation and inspections in entering into this Agreement, that the Purchaser is purchasing the Purchased Assets on an “as is, where is” basis as at the Closing Date, that the Purchaser will accept the Purchased Assets in their state, condition and location on Closing and that the Purchaser hereby acknowledges that the Vendor has made no representations, warranties, statements or promises, including as to the road worthiness of the Purchased Assets and the compliance with any Applicable Laws affecting the Transaction, save and except as are expressly contained in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply to the sale of the Purchased Assets and have been waived by the Purchaser. Except as expressly set out in this Agreement, no adjustment shall be allowed to the Purchaser for any changes in condition, quality or quantity of the Purchased Assets to and including the Closing Date. Except as specifically contemplated and provided for in this Agreement, the Purchaser acknowledges that the Vendor is not required to inspect or count, or provide any inspection or counting, of the Purchased Assets or any parts thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely upon its own inspection and investigation of the Purchased Assets. Nothing contained herein shall require the Vendor, following Closing, to take possession of, protect, preserve, or otherwise safeguard any Purchased Assets. The Purchaser expressly acknowledges that no Warranties are provided by or on behalf of the Vendor with regard to the Purchased Assets.

- (c) The Purchaser acknowledges and agrees that any and all information relating to the Purchased Assets (including any environmental report(s), if any, or any information memorandum given by the Vendor, the Companies, or any other person to the Purchaser) was delivered to the Purchaser solely for the Purchaser's convenience and there is no representation or warranty of any kind whatsoever made by the Vendor nor the Companies or any other person with respect to the accuracy or completeness of any such information.

The descriptions of any of the Purchased Assets contained on the Schedules appended hereto are for the purposes of identification only and the Vendor is not liable for any error or omission in such Schedules.

- (d) The Purchaser acknowledges that it shall be the Purchaser's sole responsibility to obtain, at its own expense, and the Purchaser shall use its best efforts to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained by Purchaser (but not the Companies or Vendor) to carry out the terms of this Agreement. Notwithstanding the foregoing, the Vendor agrees to do such acts and shall execute such further documents, conveyances, deeds, assignments, ownership for the vehicles and trailers with respect to the Purchased Assets, 2 set of keys for the vehicles if available to the Vendor, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power and as the Purchaser may reasonably request be done and or executed, in order to carry out the terms of this Agreement, but in so doing, shall not be required to incur any expense or liability (except as the Vendor in its absolute discretion sees fit).
- (e) The Vendor is not selling and the Purchaser is not purchasing the Excluded Assets, all of which are excluded from the Purchased Assets and the purchase and sale hereunder;
- (f) If any of the Excluded Assets or any proceeds thereof shall at any time come into the possession of or under the control of the Purchaser, such assets and/or proceeds shall be held by the Purchaser, in trust for the benefit of the Vendor. Upon the Purchaser becoming aware that it has come into possession of such assets and/or proceeds, the Purchaser shall forthwith so advise the Vendor in writing of same and shall, if so requested by the Vendor, account and deliver over to the Vendor, at the Vendor's cost, any such assets and/or proceeds;
- (g) The Purchaser shall assume, at its own cost, complete responsibility for compliance with all Applicable Laws in connection with the Purchased Assets, or the use thereof by the Purchaser, after the Closing Date.

2.2 Purchase Price & Purchased Assets

The Purchase Price for the Purchased Assets (not including all applicable taxes, for which the Purchaser shall also be liable in accordance with Section 2.5) shall be CDN

2.3 Payment of Purchase Price

The Purchaser shall pay the Purchase Price to the Vendor as follows:

- (a) the sum of CDN [REDACTED] shall be paid by wire transfer, delivery of certified funds or bank draft payable to the Vendor “in Trust”, on or before the submission of this Agreement by the Purchaser to the Vendor and held by the Vendor as a deposit (the “**Deposit**”) which shall be dealt with in accordance with Section 2.4; and
- (b) the balance of the Purchase Price shall be delivered to the Vendor at Closing payable in cash, by delivery of a certified cheque or bank draft or by wire transfer.

2.4 Deposit

- (a) The Deposit shall be paid and held in escrow by the Vendor, until the Closing Time, at which time the Deposit shall be applied on account of the Purchase Price or as otherwise provided for in this Agreement.
- (b) If this Agreement:
 - (i) is terminated or the Closing otherwise fails to occur for any reason other than a breach by the Purchaser of its obligations under this Agreement, then the Purchaser shall be entitled to the return of the Deposit without interest or deduction within five (5) Business Days and the Purchaser shall have no recourse against the Receiver and this Agreement shall become null and void;
 - (ii) is terminated or the Closing otherwise fails to occur as a result of the breach of the Purchaser of its obligations under this Agreement, then the Vendor shall be entitled to retain the whole of the Deposit as liquidated damages and not as a penalty, and shall be entitled to pursue all of its other rights and remedies against the Purchaser.

2.5 Taxes

The Purchaser shall be liable for and shall pay, in addition to the Purchase Price, all federal and provincial sales taxes and any other taxes or duties payable in connection with the conveyance and transfer of the right, title and interest, if any, of the Vendor in and to the Purchased Assets (collectively, the “**Taxes**”) to the Purchaser and the Purchaser undertakes and agrees to pay all such Taxes on Closing. By executing this Agreement, the Purchaser indemnifies and holds the Vendor harmless from and against any and all costs, expenses, liabilities and damages incurred or suffered by the Vendor as a result of the failure of the Purchaser to pay any of the Taxes exigible in connection with the Transaction which indemnity shall survive closing.

2.6 Time and Place of Closing

The Closing shall take place on the Closing Date at the offices of the solicitors for the Vendor or as may otherwise be agreed between the Parties in writing.

2.7 The Closing

2.7.1 Vendor's Deliveries

At Closing, the Vendor shall:

- (a) upon the delivery of all of the Purchaser's Deliveries as set out in Article 2.7.2, execute and deliver to the Purchaser the Receiver's Certificate in the form appended as Schedule "A" to the Approval and Vesting Order;
- (b) deliver to the Purchaser the Approval and Vesting Order;
- (c) deliver to the Purchaser a certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Vendor contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (d) execute and deliver to the Purchaser a bill of sale in respect of the Purchased Assets on the terms contained herein, if requested; and,
- (e) execute and deliver or cause to be executed and delivered such other documents, instruments, tax elections or certificates as contemplated by this Agreement.

2.7.2 Purchaser's Deliveries

At Closing, the Purchaser shall:

- (a) deliver payment of the balance of the Purchase Price in accordance with Article 2;
- (b) a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and performance of each of the Purchaser's obligations hereunder;
- (c) a certificate of incumbency setting out the names and specimen signatures of each of the directors and officers of the Purchaser;
- (d) deliver to the Vendor an acknowledgement dated as of the Closing Date, that each of the conditions precedent in this Agreement in favour of the Purchaser have been fulfilled, performed or waived by the Purchaser as of the Closing Date;
- (e) payment or evidence of payment of applicable federal and provincial taxes, or appropriate self-assessment with the exception of any taxes that may become payable upon registration or including but not limited to HST/ PST on the transfer of ownerships for the vehicles or trailers ("**Vehicle/Trailer Transfer Taxes**"); and,

- (f) execute and deliver or cause to be executed and delivered such other documents, instruments, tax elections or certificates as contemplated by this Agreement or as the Vendor may reasonably request.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) The Vendor has been appointed Receiver of the Companies pursuant to the Appointment Order, and the Appointment Order is in full force and effect.
- (b) The Vendor has done no act to dispose of or encumber any of the Purchased Assets.
- (c) The Vendor has the right, power and capacity to transfer the Assets to the Purchaser on the Closing date free and clear of all Encumbrances in accordance with the Approval and Vesting Order.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement:

- (a) The Purchaser is a corporation duly incorporated, organized, and validly existing under the laws of its jurisdiction of incorporation. No proceedings have been taken or authorized by the Purchaser or, to the best of the Purchaser's knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser.
- (b) The Purchaser has all necessary power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and the Closing Documents to which it is a party. The Purchaser has taken all corporate action necessary to authorize the execution and delivery of, and the observance and performance of, its covenants and obligations under this Agreement and the Closing Documents to which it is or shall be a party.
- (c) This Agreement has been, and each Closing Document to which the Purchaser is a party will on Closing be, duly executed and delivered by the Purchaser, and this Agreement constitutes, and each Closing Document to which the Purchaser is a party will, on Closing, constitute, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

- (d) The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).
- (e) the Purchaser will be responsible for and will remit to or reimburse, as applicable, all taxes that arise from the sale of the Purchased Assets, including the Vehicle/Trailer Transfer Taxes.
- (f) the Purchaser acknowledges that it is responsible for conducting its own searches and investigations of the current and past uses of the Purchased Assets.
- (g) the Purchaser acknowledges the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted.
- (h) The Purchaser is satisfied with the Purchased Assets and all matters and things connected therewith or in any way related thereto.
- (i) the Purchaser is relying entirely upon its own investigations and inspections in entering into this Agreement.

3.3 Interpretation

Each representation and warranty made by a Party in this Agreement shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made shall not be restricted by reference to, or inference from, any other statement made in a representation and warranty of such Party.

3.4 Commission

Each Party represents and warrants to each other Party that no other Party will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby because of any action taken by, or agreement or understanding reached by, that Party.

3.5 Survival of Representations and Warranties

All representations, warranties, statements, covenants, and agreements made by the Purchaser in this Agreement, or any Closing Document, shall survive the Closing indefinitely.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions of Closing

Either the Purchaser or the Vendor shall be obliged to complete the Closing only if each of the conditions' precedent, set out below in Sections 4.1.1 through 4.1.7 inclusive, has been satisfied in full at or before the Closing Time.

4.1.1 Accuracy of Representations and Performance of Covenants

At the Closing Time, all of the representations and warranties of each of the Purchaser and the Vendor made in or pursuant to this Agreement shall be true and correct as if made at and as of the Closing Time (regardless of the date as of which the information in this Agreement or in any schedule or other document made pursuant hereto is given) except as such representations or warranties may be affected by the appeal of any court order referred to herein. At the Closing Time, each of the Purchaser and the Vendor shall have observed or performed in all respects all of the obligations, covenants and agreements which it must perform at or before the Closing Time. Each of the Purchaser and the Vendor shall have received immediately prior to the Closing Time a certificate from the other certifying, to the best of its knowledge, information and belief (after due enquiry) that the conditions in this Section 4.1.1 to be satisfied by it have been satisfied.

4.1.2 Litigation

No Order shall have been entered that prohibits or restricts the Closing. Neither of the Parties, nor any of their respective directors, officers, employees, or agents, shall be a defendant or third party to or threatened with any litigation or proceedings, before any court or Governmental Authority which, in the opinion of either the Purchaser or the Vendor, acting reasonably, could prevent or restrict that Party from performing any of its obligations in this Agreement or any Closing Document, including the appeal or any threatened appeal of the Approval and Vesting Order.

4.1.4 Receipt of Closing Documentation

All documentation relating to the sale and purchase of the Purchased Assets and such other Closing Documents relating to the due authorization and completion of the sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser and the Vendor of their obligations under this Agreement shall be satisfactory to each of the Purchaser, the Vendor and their respective counsel, as applicable. Each of the Purchaser and the Vendor shall have received copies of the Closing Documents and all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in form (as to certification and otherwise) and substance satisfactory to each of the Purchaser, the Vendor and their respective counsel.

4.1.5 Orders

The Vendor shall have obtained the Approval and Vesting Order. The Vendor shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court.

4.1.6 Possession of Purchased Assets

The Purchaser will take possession of the Purchased Assets where situate on the Closing Date. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Purchased Assets to the Purchaser. Any fees in relation to the cartage of shipping of the Purchased Assets will be the sole responsibility of the Purchaser, and shall be paid by the Purchaser.

4.1.7 Cancellation of Insurance

Except as expressly contemplated herein, all insurance maintained by the Vendor on behalf of the Companies shall be cancelled by the Vendor on the Closing Date and the Purchaser shall be responsible for placing its own insurance with respect to the Purchased Assets from and after the Closing Date.

4.2 Waiver

Any Party may waive, by notice to the other Parties, any condition set forth in this Article 4 which is for its benefit. No waiver by a Party or any condition, in whole or in part, shall operate as a waiver of any other condition.

4.3 Failure to Satisfy Conditions

If any condition set forth in Article 4 is not satisfied at the Closing Time, the Party entitled to the benefit of such condition (the **"First Party"**) may terminate this Agreement by notice in writing to the other Party and in such event the Parties shall be released from all obligations hereunder.

ARTICLE 5

5.1 Occupation Period

The Purchaser shall be provided with keys/fobs and codes to the Premises and be permitted to occupy the Premises for the Occupation Period, for the purposes of removing the Purchased Assets from the Premises. Such occupation shall not be considered an assignment of any lease(s) in relation to the Premises.

5.3 Indemnity

The Purchaser agrees to leave the Premises in the same condition as it was in prior to the removal of the Purchased Assets. The Purchaser, and its agents, representatives, or assigns, agree to jointly and fully indemnify the Receiver for any and all damage to the Premises caused by or attributable to the Purchaser, and/or their agents, representatives, or assigns, and for any expenses incurred by the Receiver relating to the removal of the Purchased Assets. Such parties shall also fully indemnify the Receiver for any claims relating to injury to any agents or employees of the aforementioned parties caused by or attributable to the removal of the Purchased Assets from the Premises. On removal of the Purchased Assets, the Purchaser will at its sole expense, leave the Premises in a broom swept condition and in a proper and safe manner conforming to all governing building codes and other statutory requirements:

- (a) Disconnect, terminate, and cap all electrical, gas, water, and/or air lines connected to the Purchased Assets, and pull any related fuses at the main junction;
- (b) Shear all anchor bolts or fasteners relating to the Purchased Assets flush to the floor;
- (c) Erect safety barriers around pits and holes in the floor created by removal of the Purchased Assets, until repaired at the sole expense of the Purchaser;
- (d) Repair all holes in the floor, walls or roof of the Premises created or caused by the removal of the Purchased Assets;
- (e) Remove from the Premises all machine oils and any and all other hazardous materials (including all contaminants) contained in, or relating to, the Purchased Assets;
- (f) Repair any and all damage caused to the Premises by the Purchaser, its representative or any other party hired by the Purchaser for the removal of the Purchased Assets;
- (g) Leave the work area surrounding the Purchased Assets and any path for the removal of the Purchased Assets in a clean, broom-swept condition.

5.4 Insurance

Prior to the removal of the Purchased Assets, the Purchaser, as well as any agents or representatives of same retained for the removal of the Purchased Assets, shall deliver to the Receiver a certificate of insurance, satisfactory to the Receiver in its sole discretion, evidencing at least [REDACTED] in comprehensive liability insurance coverage (including workers compensation and automobile) per person, per occurrence.

ARTICLE 6

6.1 Non-Disclosure of Transaction

The Purchaser agrees that it will not and will cause its officers, directors, employees, representatives and advisors not to, disclose or permit to be disclosed to any Person, any information relating to the Purchase Price or any of the other terms of this Agreement until after closing.

6.2 Risk of Loss

Up to the time of the Closing, the Purchased Assets shall be and remain at the risk of the Vendor. If, prior to the time of the Closing, all or any material part of the Purchased Assets are substantially destroyed or damaged by fire or any other casualty or shall be expropriated, the Purchaser shall have the option, exercisable by notice in writing given within two (2) Business Days of the Purchaser receiving notice in writing from the Vendor of such destruction, damage or expropriation:

- (a) to complete the purchase without reduction of the Purchase Price and all proceeds of insurance or compensation for expropriation shall be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by the time of the Closing shall be assigned by the Vendor to the Purchaser; or
- (b) of terminating this Agreement and not completing the purchase, in which case all obligations of the Purchaser and the Vendor hereunder, other than those pursuant to Section 6.1, shall terminate and the Deposit shall be returned to the Purchaser.

For greater certainty, where any damage is not substantial, the Purchaser shall be obliged to complete this Agreement, without deduction, and shall be entitled to the proceeds of insurance, if any, in connection with such damage.

ARTICLE 7 GENERAL

7.1 Expenses

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing any aspect of the Transaction contemplated by this Agreement, whether or not the Closing occurs, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

7.2 Time

Time is of the essence of each provision of this Agreement.

7.3 Notices

Any notice, demand or other communication (in this Section, a “**notice**”) required or permitted to be given or made hereunder shall be given in writing and addressed as follows:

- (a) In the case of a notice to the Vendor, addressed to it at:

BDO CANADA LIMITED., in its capacity
as court-appointed Receiver of all of
the property and assets of JBT
Transport Inc., Waydom Management
Inc., Melair Management Inc., Heritage
Truck Lines Inc., Drumbo Transport
Ltd., Heritage Northern Logistics Inc.,
and Heritage Warehousing &
Distribution Inc.

20 Wellington St. E. Suite 500
Toronto, Ontario M5E 1C5

Attention: Josie Parisi
Tel: 416-369-6031
Email: Jparisi@bdo.ca

And with a further copy to its counsel at:

Harrison Pensa LLP
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Attention: Timothy C. Hogan
Tel: (519) 679-9660
Email: thogan@harrisonpensa.com

- (b) In the case of a notice to the Purchaser, addressed to it at:

McDougall Auctioneers Ltd.
301 – 15 Great Plains Road
Emerald Park SK S4L 1C6

Attention: Chad Guay
Tel: (403) 870-8699
Email: chad.g@mcdauction.com

And with a further copy to its counsel at:

**[Purchaser’s counsel notice details, if
required]**

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by telecopier or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

7.4 Public Announcements / Confidentiality of Agreement

Before the Closing Date, the Purchaser shall make no public statement or issue any press release concerning the transactions contemplated by this Agreement except as may be necessary to comply with the requirements of all Applicable Law. If any such public statement or release is so required, the Purchaser shall consult with the other Parties prior to making such statement or release, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such statement or release which is satisfactory to all Parties. The Parties expressly acknowledge and agree that this Agreement shall not become public until after Closing.

7.5 Assignment

- (a) The Purchaser may not assign any or all rights or benefits under this Agreement to any Person without the Vendor's written consent which consent shall be in the Vendor's sole discretion. If the Purchaser wishes to assign this agreement after the grant of the Approval and Vesting Order and the Vendor consents in its sole discretion, the Purchaser shall pay all of the costs incurred by the Vendor on a solicitor and its own client scale in connection with all proceedings to amend the Approval and Vesting Order or otherwise provide for vesting in the assignee.
- (b) Except as provided in Section 7.5(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.
- (c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

7.6 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and each Closing Document.

7.7 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach

of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

7.8 Sale by Receiver

The Purchaser acknowledges and agrees that the Vendor is acting solely in its capacity as the Court-appointed receiver of the Companies and without personal or corporate liability.

7.9 Counterparts

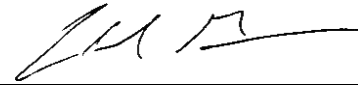
This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

[Signature page to follow]

IN WITNESS WHEREOF this Agreement has been executed by the Purchaser as of the date first indicated.

MCDUGALL AUCTIONEERS LTD.

Per:



• Chad Guay, VP of Sales

I have authority to bind the corporation.

IN WITNESS WHEREOF this Agreement has been executed by the Vendor as of the date first indicated.

BDO CANADA LIMITED, solely in its capacity as court-appointed Receiver of all of the property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd. (collectively, the “**Companies**”) and certain other entities and not in any other capacity and with no personal or corporate liability

Parisi,
Josie

Digitally signed by Parisi, Josie
DN: cn=Parisi, Josie,
email=JParisi@bdo.ca
Date: 2025.07.15 13:02:42 -
04'00'

Per:

Josie Parisi, Senior Vice President

I have authority to bind the corporation.

SCHEDULE A

Approval and Vesting Order

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 29 th
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2025

THE TORONTO-DOMINION BANK

Plaintiff

- and –

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT
INC., HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED,
HERITAGE NORTHERN LOGISTICS INC., and HERITAGE WAREHOUSING &
DISTRIBUTION INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd., (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and McDougall Auctioneers Ltd. (the "**Purchaser**") dated July 15, 2025 and appended to the Second Report of the Receiver dated July 16, 2025 (the "**Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and

to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, all other parties in attendance, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn July 17, 2025 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale 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 Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the 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 Order of the Honourable Justice Kimmel dated March 6, 2025; (ii) 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 of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, and the Receiver and counsel for the Receiver are authorized to file and register such discharges as are required under the *Personal Property Security Act* (Ontario) and/or the *Repair and Storage Liens Act* (Ontario).

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 shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

5. 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 Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy 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.

6. 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.

Justice Kimmel, Ontario Superior Court of Justice

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THE [th]
	)	
JUSTICE	)	DAY OF [MONTH], 2025

THE TORONTO-DOMINION BANK

Plaintiff

- and -

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 6, 2025, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated July __, 2025, the Court approved the agreement of purchase and sale made as of July __, 2025 (the "**Sale Agreement**") between the Receiver and McDougall Auctioneers Ltd. (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO CANADA LIMITED., in its capacity as
Receiver of the undertaking, property and
assets of JBT Transport Inc., Heritage Truck
Lines Inc., & Drumbo Transport Ltd., and
not in its personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

The vehicles, trailers, and miscellaneous assets listed under Schedule “C” of the Agreement.

2011	PETERBILT	388	1XPWD49X1BD133334
2015	PETERBILT	348	2NP3LJ9X2FM262066
2014	PETERBILT	389	1XPXDP9X1ED243570
2014	PETERBILT	389	1XPXDP9X7ED243573
2015	PETERBILT	PACCAR 579	1XPBDP9XXFD283156
2014	KENWORTH	CON	2NKHLJ9X4EM970653
2012	MACK	600	1M1AW02Y0CM017903
2013	MACK	600	1M1AW02YXDM034077
2013	MACK	600	1M1AW02Y1DM034078
2014	MACK	600	1M1AW02Y8EM041336
2014	MACK	600	1M1AW02YXEM041337
2016	MACK	600	1M1AW02Y9GM057287
2016	MACK	600	1M1AW02Y7GM057286
2016	MACK	600	1M1AW02Y8GM077871
2016	MACK	600	1M1AW02YXGM077872
2018	MACK	600	1M1AW02Y3JM085349
2019	MACK	CVU	1M1AW09Y1KM089715
2019	MACK	CXU	1M1AW09Y3KM089716
2013	VOLVO	VVN 300	4V4NC9EG5DN565123
2014	VOLVO	VVN 300	4V4NC9EG4EN174482
2017	VOLVO	VVN 300	4V4NC9EGXHN976863
2017	VOLVO	VVN 300	4V4NC9EG6HN976858
	Capacity	Shunt truck	4LMBF51176L017573
2014	CAPA	TJ5	4LMBF5116EL025484
2007	FREIGHTLIN	Hiway	1FUJF6CK47DX55487
2012	VOLVO	VVN 670	4V4NC9EJ2CN553134
2015	VOLVO	VN 780	4V4NC9EH0FN188566
2015	VOLVO	VN 780	4V4NC9EH2FN188567
2015	VOLVO	VNL780	4V4NC9EH1FN188561
2015	VOLVO	VVN 780	4V4NC9EH8FN921009
2015	VOLVO	VVN 670	4V4NC9EH8FN918370
2005	Great Dane	53' Air Ride Van	1GRAA06215T516812
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334117
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334134
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334137
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334140

2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5322CS334142
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5324CS334143
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5326CS334144
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5328CS334145
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5321CS334150
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5329CS334154
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5322CS334156
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5326CS334161
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5327ES448723
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5323ES448721
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5325ES448722
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5321ES448717
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5325ES448719
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A532XES448716
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5328ES448715
2019	Stoughton	53'	Dry	Van	Tandem	1DW1A5325KEA25054
2020	Hyundai	53'	Dry	Van	Tandem	3H3V532C9LT145001
2020	Hyundai	53'	Dry	Van	Tandem	3H3V532C2LT145003
2020	Hyundai	53'	Dry	Van	Tandem	3H3V532C6LT145005
2022	H- Reefer	REEFER				3H3V532KXNJ304064
2022	H- Reefer	REEFER				3H3V532K3NJ304066
2022	H- Reefer	REEFER				3H3V532K5NJ304067
2022	H- Reefer	REEFER				3H3V532K7NJ304068
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5328DM300538
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5326DM300540
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5328DM300541
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5321DM300543
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D5DL751129
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D1DL751130
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D3DL751131
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D5DL751132
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D2DL751136
2019	Manac	53'	DRY	VAN		2M5921619K1176901
2003	PETERBILT	CON	378			2XPFDU9X63M809370
2003	PETERBILT	CON	330			2XPND9X83M811925
2006	PETERBILT	CON	378			1XPFDU9X26D630169
2006	PETERBILT	CON	378			1XPFDU9X56D634488
2011	PETERBILT	388				1XPWD49X2BD132872
2014	FREIGHTLIN	COR	122			3AKJGNDV0EDFJ6923
2014	FREIGHTLIN	COR	122			3AKJGNDV2EDFJ6924

2014	PETERBILT	388	1XPWD49X4ED217586
2014	PETERBILT	388	1XPWD49X6ED217587
2014	FREIGHTLIN	CSC	1FUJGLD68ELFJ6933
2014	FRIGHTLINE	CSC	1FUJGLD6XELFJ6934
2014	PETE	CON 579	1XPBDP9X7ED232549
2014	PETERBILT	CON 378	1XPBDP9X8ED233015
2017	AUTC	XSP	516H4GB21HH223427
2010		53' A/R HEATED	5V8VA5322AM001607
2012	Wabash	53' A/R LIFT GATE	1JJV532D4CL625889
2009	Manac	Dry Van Tri-axle Traile	2M593161491119223
2009	Manac	Dry Van Tri-axle	2M593161491119222
2012	Manac	Dry Van Tandem	2M5921616C1128192
2011	Manac	Dry Van Tandem	2M5921611B1126848
2013	Great Dane	Dry Van Tandem	1GRAA0627DT577046
2013	Manac	Dry Van Tandem	2M5921610D1133888
2016	Great Dane	Dry Van Tandem	1GRAA0628GB705627
	TOYOTA	42-6FGU25	61842
2003	Stoughton	53' Air Ride Van	1DW1A53263B627607
2003	Stoughton	53' Air Ride Van	1DW1A53273B627602
2012	Stoughton	53' Dry Van Tandem	1DW1A532XCS334129
2012	Stoughton	53' Dry Van Tandem	1DW1A5328CS334131
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334148
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334151
2014	Stoughton	53' Dry Van Tandem	1DW1A5329ES448724
2014	Stoughton	53' Dry Van Tandem	1DW1A5320ES448725
2014	Stoughton	53' Dry Van Tandem	1DW1A5323ES448718
2014	Stoughton	53' Dry Van Tandem	1DW1A5321ES448720
2020	HYUNDAI	53' Dry Van Tandem	3H3V532C4LT145004
2020	HYUNDAI	53' Dry Van Tandem	3H3V532CXLT145007
2020	HYUNDAI	53' Dry Van Tandem	3H3V532C3LT145009
1998	TRAI	01J	1PT01JAH5W9006260
2000	TRAI	01J	2MN01JAH2Y1000684
		53' Trailer	2MN01JAH611000970
2013	Vanguard	53' A/R LOGISTIC	5V8VA5322DM300535
2013	Vanguard		Unknown
2013	Vanguard	53' A/R LOGISTIC	5V8VA5326DM300537
2013	Vanguard	53' A/R LOGISTIC	5V8VA532XDM300539
2013	Vanguard	53' A/R LOGISTIC	5V8VA532XDM300542
2013	Wabash	53' A/R LOGISTIC	1JJV532D9DL751134
2013	Wabash	53' A/R LOGISTIC	1JJV532D0DL751135

2019	Manac	53' DRY VAN	2M5921612K1176898
2011	Stoughton	53' DRY VAN	1DW1A5322BS235903
1992	Fruehauf	Storage Trailer	2H8V04829GS006503
2000	Trailmobile	Dry Van Tandem	2MN01JAH6Y1004639
1998	Stoughton	Dry Van Tandem	1DW1A5327WS206564
2009	Wabash	53' A/R LIFT GATE	1JJV532W49L266005
2012	Wabash	53' A/R LIFT GATE	1JJV532D0CL625890
2003	Utility	53' Dry Van	1UYVS25313G005610
2010	Manac	Dry Van Tri-axle	2M5921610A1123535
2010	Manac	Dry Van Tri-axle	2M5931618A1123537
2011	Manac	Dry Van Tri-axle	2M5931614B1125836
2012	Stoughton	Dry Van Tandem	1DW1A5322C328339
2014	Manac	Dry Van Tandem	2M5921612E1139614
2016	Great Dane	Dry Van Tandem	1GRAA062CGB705628
2012	Stoughton	53' Dry Van Tandem	1DW1A5325CS334152
2013	CROWN	SC5240-40	9A196908
2016	TOYOTA	BFBCU25	72865
2018	TOYOTA	8FBCU25	77565
2015	CROWN	SC5245-4 ENCORE	9A217796
2008	TOYOTA	8FGCU25	22059
2013	CROWN	FC4520-50	9A199359
2018	CROWN	SC5245-40	10107533
2024	VOLVO	VNR 300	4V4WC9EH2RN639912
2013	Wabash	53' A/R LOGISTIC	1JJV532D7DL751133
2022	H- Reefer	REEFER	3H3V532K1NJ304065
2011	Chevrolet	Silverado	1GC0KXC86BF131518
2012	Chevrolet	Silverado	3GCPKREA9CG158724
2017	Chevrolet	Silverado	3GCUKSEC8HG411602
2020	Chevrolet	Tahoe	1GNSKCK9LR212172
	Toyota	7FBOU25	62125
2006	Hyundai	Freight Van	3H3V532C86T076015
2022	VOLVO	VNL860	4V4NC9EH6NN301192
2022	VOLVO	VNL860	4V4NC9EH8NN301193
2023	HYUNDAI	THERMO TECH	3H3V532K7PJ410071
2023	HYUNDAI	THERMO TECH	3H3V532K9PJ410072
2023	HYUNDAI	THERMO TECH	3H3V532K0PJ410073
2023	HYUNDAI	THERMO TECH	3H3V532K2PJ410074
2023	HYUNDAI	THERMO TECH	3H3V532K4PJ410075
2023	HYUNDAI	THERMO TECH	3H3V532K6PJ410076
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410077

2023	HYUNDAI	THERMO TECH	3H3V532KXPJ410078
2023	HYUNDAI	THERMO TECH	3H3V532K1PJ410079
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410080
2016	TOYOTA	8FBCU25	72874
2013	CROWN	SC5245-4 ENCORE	9A198860
2013	CROWN	SC5245-4 ENCORE	9A198866
2013	CROWN	SC5245-4 ENCORE	9A198936
2014	CROWN	SC5245-4 ENCORE	9A207188
2015	CROWN	FC4525-5 ENCORE	9A222041
2023	VOLVO	VNL64T-860	4V4NC9EJXPN342091
2023	VOLVO	VNL64T-860	4V4NC9EJ1PN342092
2023	VOLVO	VNR64T-300	4V4WC9EG2MN285146

Barbecues
Qty of Parts

Pallet Racking
Qty of Office
Furniture
(2) Kubota Garden
Tractors

Pressure Washer
Honda 5000
Generator Set

Generator Set
Hotsy Pressure
Washer

(2) Air Boss Air
Compressors
Qty of Parts &
Racking
Stainless Steel Fridge

Tool Chest

Rolling Shop Stairs

Lift Save Lift

Jack

Powercut 65 Welder

(3) Oil Fluid Table
Qty of Tools

Pallet Racking

Qty of Filters & Parts

Qty of Jackstands
Miller Milleromatic
215 Welder

Robinair Cooltech

(3) Battery Chargers

Storage Cabinet
Qty of Tools &
Racking

Diagnostic Tool

(2) OTC Ramps

Grinder w/ Pedestal

Transmission Jack

Dolly

Pneumatic Oil Cart

(2) Jacks

Tire Bead

OTC Pneumatic Jack

Shipping Cart
(2) Bolt Bins

Hilti Rotary Hammer
Qty of Racking &
Inventory
(2) Fibreglass
Ladders

Qty of Shovels
Bolt Bin

Pneumatic Jack

Jackstand

Qty of Wurth
Toolboxes

(4) Bolt Bins

Fan

Qty of Parts &

Racking

Pallet Racking

Qty of Tires

Western Tornado
Sander

Fibreglass Ladder

Parts Washer

Fibreglass Ladder

Dolly

(40) Tires

Vestil Boom
Attachment

Qty of Tools

Drill Press

Qty of Diamond

Plate

Qty of Lockers

Snowblower

Qty of Pallet
Racking

Qty of Mail Lockers

Safe

Qty of Office

Supplies

Qty of Office
Furniture

Qty of Pallet
Racking

Van Body

Fuel Tanks

20' Container Office

T/A Enclosed Trailer
International Dresser
Wheel Loader

(2) Wheel Barrows
& Leaf Blower

T/A Utility Trailer
Western MVP Snow
Blade

(2) Shop Ladders
(73) Tires

THE TORONTO-DOMINION BANK

-and-

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

HARRISON PENSA LLP

Barristers and Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

Timothy Hogan (LSO # 36553S)

Tel: (519) 679 9660

Fax: (519) 667 3362

thogan@harrisonpensa.com

Lawyers for the Receiver,
BDO Canada Limited

SCHEDULE B

Addresses of Premises

425 Melair Dr, Ayr, ON N0B 1E0

**SCHEDULE C
PURCHASED ASSETS**

2011	PETERBILT	388	1XPWD49X1BD133334
2015	PETERBILT	348	2NP3LJ9X2FM262066
2014	PETERBILT	389	1XPXDP9X1ED243570
2014	PETERBILT	389	1XPXDP9X7ED243573
2015	PETERBILT	PACCAR 579	1XPBDP9XXFD283156
2014	KENWORTH	CON	2NKHLJ9X4EM970653
2012	MACK	600	1M1AW02Y0CM017903
2013	MACK	600	1M1AW02YXDM034077
2013	MACK	600	1M1AW02Y1DM034078
2014	MACK	600	1M1AW02Y8EM041336
2014	MACK	600	1M1AW02YXEM041337
2016	MACK	600	1M1AW02Y9GM057287
2016	MACK	600	1M1AW02Y7GM057286
2016	MACK	600	1M1AW02Y8GM077871
2016	MACK	600	1M1AW02YXGM077872
2018	MACK	600	1M1AW02Y3JM085349
2019	MACK	CVU	1M1AW09Y1KM089715
2019	MACK	CXU	1M1AW09Y3KM089716
2013	VOLVO	VVN 300	4V4NC9EG5DN565123
2014	VOLVO	VVN 300	4V4NC9EG4EN174482
2017	VOLVO	VVN 300	4V4NC9EGXHN976863
2017	VOLVO	VVN 300	4V4NC9EG6HN976858
	Capacity	Shunt truck	4LMBF51176L017573
2014	CAPA	TJ5	4LMBF5116EL025484
2007	FREIGHTLIN	Hiway	1FUJF6CK47DX55487
2012	VOLVO	VVN 670	4V4NC9EJ2CN553134
2015	VOLVO	VN 780	4V4NC9EH0FN188566
2015	VOLVO	VN 780	4V4NC9EH2FN188567
2015	VOLVO	VNL780	4V4NC9EH1FN188561
2015	VOLVO	VVN 780	4V4NC9EH8FN921009
2015	VOLVO	VVN 670	4V4NC9EH8FN918370
2005	Great Dane	53' Air Ride Van	1GRAA06215T516812
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334117
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334134

2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334137
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334140
2012	Stoughton	53' Dry Van Tandem	1DW1A5322CS334142
2012	Stoughton	53' Dry Van Tandem	1DW1A5324CS334143
2012	Stoughton	53' Dry Van Tandem	1DW1A5326CS334144
2012	Stoughton	53' Dry Van Tandem	1DW1A5328CS334145
2012	Stoughton	53' Dry Van Tandem	1DW1A5321CS334150
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334154
2012	Stoughton	53' Dry Van Tandem	1DW1A5322CS334156
2012	Stoughton	53' Dry Van Tandem	1DW1A5326CS334161
2014	Stoughton	53' Dry Van Tandem	1DW1A5327ES448723
2014	Stoughton	53' Dry Van Tandem	1DW1A5323ES448721
2014	Stoughton	53' Dry Van Tandem	1DW1A5325ES448722
2014	Stoughton	53' Dry Van Tandem	1DW1A5321ES448717
2014	Stoughton	53' Dry Van Tandem	1DW1A5325ES448719
2014	Stoughton	53' Dry Van Tandem	1DW1A532XES448716
2014	Stoughton	53' Dry Van Tandem	1DW1A5328ES448715
2019	Stoughton	53' Dry Van Tandem	1DW1A5325KEA25054
2020	Hyundai	53' Dry Van Tandem	3H3V532C9LT145001
2020	Hyundai	53' Dry Van Tandem	3H3V532C2LT145003
2020	Hyundai	53' Dry Van Tandem	3H3V532C6LT145005
2022	H- Reefer	REEFER	3H3V532KXNJ304064
2022	H- Reefer	REEFER	3H3V532K3NJ304066
2022	H- Reefer	REEFER	3H3V532K5NJ304067
2022	H- Reefer	REEFER	3H3V532K7NJ304068
2013	Vanguard	53' A/R LOGISTIC	5V8VA5328DM300538
2013	Vanguard	53' A/R LOGISTIC	5V8VA5326DM300540
2013	Vanguard	53' A/R LOGISTIC	5V8VA5328DM300541
2013	Vanguard	53' A/R LOGISTIC	5V8VA5321DM300543
2013	Wabash	53' A/R LOGISTIC	1JJV532D5DL751129
2013	Wabash	53' A/R LOGISTIC	1JJV532D1DL751130
2013	Wabash	53' A/R LOGISTIC	1JJV532D3DL751131
2013	Wabash	53' A/R LOGISTIC	1JJV532D5DL751132
2013	Wabash	53' A/R LOGISTIC	1JJV532D2DL751136
2019	Manac	53' DRY VAN	2M5921619K1176901
2003	PETERBILT	CON 378	2XPFDU9X63M809370
2003	PETERBILT	CON 330	2XPND9X83M811925

2006	PETERBILT	CON 378	1XPFDU9X26D630169
2006	PETERBILT	CON 378	1XPFDU9X56D634488
2011	PETERBILT	388	1XPWD49X2BD132872
2014	FREIGHTLIN	COR 122	3AKJGNDV0EDFJ6923
2014	FREIGHTLIN	COR 122	3AKJGNDV2EDFJ6924
2014	PETERBILT	388	1XPWD49X4ED217586
2014	PETERBILT	388	1XPWD49X6ED217587
2014	FREIGHTLIN	CSC	1FUJGLD68ELFJ6933
2014	FRIGHTLINE	CSC	1FUJGLD6XELFJ6934
2014	PETE	CON 579	1XPBDP9X7ED232549
2014	PETERBILT	CON 378	1XPBDP9X8ED233015
2017	AUTC	XSP	516H4GB21HH223427
2010		53' A/R HEATED	5V8VA5322AM001607
2012	Wabash	53' A/R LIFT GATE	1JJV532D4CL625889
2009	Manac	Dry Van Tri-axle Traile	2M593161491119223
2009	Manac	Dry Van Tri-axle	2M593161491119222
2012	Manac	Dry Van Tandem	2M5921616C1128192
2011	Manac	Dry Van Tandem	2M5921611B1126848
2013	Great Dane	Dry Van Tandem	1GRAA0627DT577046
2013	Manac	Dry Van Tandem	2M5921610D1133888
2016	Great Dane	Dry Van Tandem	1GRAA0628GB705627
	TOYOTA	42-6FGU25	61842
2003	Stoughton	53' Air Ride Van	1DW1A53263B627607
2003	Stoughton	53' Air Ride Van	1DW1A53273B627602
2012	Stoughton	53' Dry Van Tandem	1DW1A532XCS334129
2012	Stoughton	53' Dry Van Tandem	1DW1A5328CS334131
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334148
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334151
2014	Stoughton	53' Dry Van Tandem	1DW1A5329ES448724
2014	Stoughton	53' Dry Van Tandem	1DW1A5320ES448725
2014	Stoughton	53' Dry Van Tandem	1DW1A5323ES448718
2014	Stoughton	53' Dry Van Tandem	1DW1A5321ES448720
2020	HYUNDAI	53' Dry Van Tandem	3H3V532C4LT145004
2020	HYUNDAI	53' Dry Van Tandem	3H3V532CXLT145007
2020	HYUNDAI	53' Dry Van Tandem	3H3V532C3LT145009
1998	TRAI	01J	1PT01JAH5W9006260
2000	TRAI	01J	2MN01JAH2Y1000684

		53' Trailer	2MN01JAH611000970
2013	Vanguard	53' A/R LOGISTIC	5V8VA5322DM300535
2013	Vanguard		Unknown
2013	Vanguard	53' A/R LOGISTIC	5V8VA5326DM300537
2013	Vanguard	53' A/R LOGISTIC	5V8VA532XDM300539
2013	Vanguard	53' A/R LOGISTIC	5V8VA532XDM300542
2013	Wabash	53' A/R LOGISTIC	1JJV532D9DL751134
2013	Wabash	53' A/R LOGISTIC	1JJV532D0DL751135
2019	Manac	53' DRY VAN	2M5921612K1176898
2011	Stoughton	53' DRY VAN	1DW1A5322BS235903
1992	Fruehauf	Storage Trailer	2H8V04829GS006503
2000	Trailmobile	Dry Van Tandem	2MN01JAH6Y1004639
1998	Stoughton	Dry Van Tandem	1DW1A5327WS206564
2009	Wabash	53' A/R LIFT GATE	1JJV532W49L266005
2012	Wabash	53' A/R LIFT GATE	1JJV532D0CL625890
2003	Utility	53' Dry Van	1UYVS25313G005610
2010	Manac	Dry Van Tri-axle	2M5921610A1123535
2010	Manac	Dry Van Tri-axle	2M5931618A1123537
2011	Manac	Dry Van Tri-axle	2M5931614B1125836
2012	Stoughton	Dry Van Tandem	1DW1A5322C328339
2014	Manac	Dry Van Tandem	2M5921612E1139614
2016	Great Dane	Dry Van Tandem	1GRAA062CGB705628
2012	Stoughton	53' Dry Van Tandem	1DW1A5325CS334152
2013	CROWN	SC5240-40	9A196908
2016	TOYOTA	BFBCU25	72865
2018	TOYOTA	8FBCU25	77565
2015	CROWN	SC5245-4 ENCORE	9A217796
2008	TOYOTA	8FGCU25	22059
2013	CROWN	FC4520-50	9A199359
2018	CROWN	SC5245-40	10107533
2024	VOLVO	VNR 300	4V4WC9EH2RN639912
2013	Wabash	53' A/R LOGISTIC	1JJV532D7DL751133
2022	H- Reefer	REEFER	3H3V532K1NJ304065
2011	Chevrolet	Silverado	1GC0KXC86BF131518
2012	Chevrolet	Silverado	3GCPKREA9CG158724
2017	Chevrolet	Silverado	3GCUKSEC8HG411602
2020	Chevrolet	Tahoe	1GNSKCK9LR212172

	Toyota	7FBOU25	62125
2006	Hyundai	Freight Van	3H3V532C86T076015
2022	VOLVO	VNL860	4V4NC9EH6NN301192
2022	VOLVO	VNL860	4V4NC9EH8NN301193
2023	HYUNDAI	THERMO TECH	3H3V532K7PJ410071
2023	HYUNDAI	THERMO TECH	3H3V532K9PJ410072
2023	HYUNDAI	THERMO TECH	3H3V532K0PJ410073
2023	HYUNDAI	THERMO TECH	3H3V532K2PJ410074
2023	HYUNDAI	THERMO TECH	3H3V532K4PJ410075
2023	HYUNDAI	THERMO TECH	3H3V532K6PJ410076
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410077
2023	HYUNDAI	THERMO TECH	3H3V532KXPJ410078
2023	HYUNDAI	THERMO TECH	3H3V532K1PJ410079
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410080
2016	TOYOTA	8FBCU25	72874
2013	CROWN	SC5245-4 ENCORE	9A198860
2013	CROWN	SC5245-4 ENCORE	9A198866
2013	CROWN	SC5245-4 ENCORE	9A198936
2014	CROWN	SC5245-4 ENCORE	9A207188
2015	CROWN	FC4525-5 ENCORE	9A222041
2023	VOLVO	VNL64T-860	4V4NC9EJXPN342091
2023	VOLVO	VNL64T-860	4V4NC9EJ1PN342091
2021	VOLVO	VNR64T-300	4V4WC9EG2MN85146

Barbecues
 Qty of Parts
 Pallet Racking
 Qty of Office
 Furniture
 (2) Kubota Garden
 Tractors
 Pressure Washer
 Honda 5000
 Generator Set
 Generator Set
 Hotsy Pressure
 Washer
 (2) Air Boss Air
 Compressors

Qty of Parts &
Racking
Stainless Steel Fridge
Tool Chest
Rolling Shop Stairs
Lift Save Lift
Jack
Powercut 65 Welder
(3) Oil Fluid Table
Qty of Tools
Pallet Racking
Qty of Filters & Parts
Qty of Jackstands
Miller Millermatic
215 Welder
Robinair Cooltech
(3) Battery Chargers
Storage Cabinet
Qty of Tools &
Racking
Diagnostic Tool
(2) OTC Ramps
Grinder w/ Pedestal
Transmission Jack
Dolly
Pneumatic Oil Cart
(2) Jacks
Tire Bead
OTC Pneumatic Jack
Shipping Cart
(2) Bolt Bins
Hilti Rotary Hammer
Qty of Racking &
Inventory
(2) Fibreglass
Ladders
Qty of Shovels
Bolt Bin
Pneumatic Jack
Jackstand
Qty of Wurth
Toolboxes
(4) Bolt Bins

Fan
Qty of Parts &
Racking
Pallet Racking
Qty of Tires
Western Tornado
Sander
Fibreglass Ladder
Parts Washer
Fibreglass Ladder
Dolly
(40) Tires
Vestil Boom
Attachment
Qty of Tools
Drill Press
Qty of Diamond
Plate
Qty of Lockers
Snowblower
Qty of Pallet
Racking
Qty of Mail Lockers
Safe
Qty of Office
Supplies
Qty of Office
Furniture
Qty of Pallet
Racking
Van Body
Fuel Tanks
20' Container Office
T/A Enclosed Trailer
International Dresser
Wheel Loader
(2) Wheel Barrows
& Leaf Blower
T/A Utility Trailer
Western MVP Snow
Blade
(2) Shop Ladders
(73) Tires

APPENDIX E

PPSA SUMMARY OF VINS TO BE SOLD UNDER SALE TO MCDOUGAL AUCTIONEERS LTD.

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
Bank of Montreal	Heritage Truck Lines Inc.	789409071 – 20221219 1407 5064 0202 (5 years)	Equipment, Motor Vehicle	The goods described herein, wherever situated, and all present and after-acquired intellectual property, intangibles, attachments, accessories and accessions thereto and spare parts, replacements, substitutions, exchanges and trade-ins therefor, and all rights, receivables and chattel paper derived from or evidencing the lease or rental thereof by the debtor to third parties, and all proceeds relating thereto. Proceeds all of the debtor's present and after-acquired personal property which is derived directly or indirectly from any dealing with or disposition of the above-described collateral, including, without limiting the generality of the foregoing, all insurance and other payments payable as indemnity or compensation for loss or damage thereto and all chattel paper, documents of title, goods, instruments, intangibles, money	3H3V532K8P S058435 (2023 Hyundai Composite Dry Van)	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
				and investment properties.		
Meridian Onecap Credit Corp.	Heritage Truck Lines Inc.	789327909 – 20221215 1124 5064 8522 (5 years)	Equipment, Other	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	3H3V532K9P S058430 (2023 Hyundai Composite) 3H3V532K0P S058431 (2023 Hyundai Composite)	
VFS Canada Inc.	Heritage Truck Lines Inc.	787898421 – 20221026 1032 8077 5314 (5 years)	Equipment, Other, Motor Vehicle	The serial number goods described above together with all present and after-acquired parts, accessions, components, appliances, attachments and replacements that may be incorporated, installed or attached, from time to time, thereto. Proceeds all goods, chattel paper, investment property, documents of title, instruments, money, intangibles (as defined in the personal property security act) and insurance proceeds.	4V4WC9EH5 PN321036 (2023 Volvo VNR64T-300) 4V4WC9EH3 PN321035 (2023 Volvo VNR64T-300)	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
The Toronto-Dominion Bank	Heritage Truck Lines Inc.	771175917 – 20210406 0806 1793 9842 (6 years)	Equipment, Other, Motor Vehicle	Three new 2022 Volvo VNL860 Highway Tractors C/W attachments and accessories together with all attachments, accessories, 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 any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.	4V4NC9EH6 NN301192 (2022 Volvo VNL860) 4V4NC9EH8 NN301193 (2022 Volvo VNL860)	20210407 1403 1462 8364 – Amendment – Amending registration with 2 assets to be registered. Amending serialized and general collateral sections.
Royal Bank of Canada	JBT Transport Inc.	798458463 – 20231026 1812 4085 1346 (5 years)	Consumer Goods, Motor Vehicle		1GTUUGELX RZ155035 (2024 GMC Sierra 1500)	
LBEL Inc.	JBT Transport Inc.	791411337 – 20230313 0955 1901 7238 (6 years)	Inventory, Equipment, Accounts, Other, Motor Vehicle		3H3V532KXR S087079 (2024 Hyundai 53' Composite Air R) 3H3V532K6R S087080 (2024 Hyundai 53' Composite Air R) 3H3V543K2R S087111	20230313 1051 5064 1959 – Amendment – Amend general collateral

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
					(2024 Hyundai 53' Composite Air R) 3H3V532K4R S087112 (2024 Hyundai 53' Composite Air R) 3H3V532K6R S087113 (2024 Hyundai 53' Composite Air R)	
The Toronto-Dominion Bank	JBT Transport Inc.	790548885 – 20230206 1349 1793 9386 (8 years)	Equipment, Other, Motor Vehicle	One 53' Trailer, comes with carrier APX 7500 reefer unit (SNVAJ91730622), including all attachments and accessories. Together with all attachments, accessories, 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 any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.	3H3V532K8P J410077 (2023 Hyundai Thermo Tech) 3H3V532K6P J410076 (2023 Hyundai Thermo Tech) 3H3V532K8P J410080 (2023 Hyundai Thermo Tech) 3H3V532KXP J410078	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
					(2023 Hyundai Thermo Tech) 3H3V532K4P J410075 (2023 Hyundai Thermo Tech) 3H3V532K9P J410072 (2023 Hyundai Thermo Tech) 3H3V532K7P J410071 (2023 Hyundai Thermo Tech) 3H3V532K2P J410074 (2023 Hyundai Thermo Tech) 3H3V532K0P J410073 (2023 Hyundai	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
					Thermo Tech) 3H3V532K1P J410079 (2023 Hyundai Thermo Tech)	
VFS Canada Inc.	JBT Transport Inc.	789347034 – 20221215 1626 8077 6722 (5 years)	Equipment, Other, Motor Vehicle	The serial number goods described above together with all present and after-acquired parts, accessions, components, appliances, attachments and replacements that may be incorporated, installed or attached, from time to time, theretp. Proceeds all goods, chattel paper, investment property, documents of title, instruments, money, intangibles (as defined in the PPSA) and insurance proceeds.	4V4NC9EJ3P N342093 (2023 Volvo VNL64T-860) 4V4NC9EJ5P N342094 (2023 Volvo VNL64T-860)	
VFS Canada Inc.	JBT Transport Inc.	789303978 – 20221214 1415 8077 6652 (4 years)	Equipment, Other, Motor Vehicle	The serial number goods described above together with all present and after-acquired parts, accessions, components, appliances, attachments and replacements that may be incorporated, installed or attached,	4V4NC9EJX PN342091 (2023 Volvo VNL64T-860) 4V4NC9EJ1P N342092 (2023 Volvo VNL64T-860)	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
				from time to time, thereto. Proceeds all goods, chattel paper, investment property, documents of title, instruments, money, intangibles (as defined in the PPSA) and insurance proceeds.		
LBEL Inc.	JBT Transport Inc.	788875353 – 20221129 1508 5064 8964 (6 years)	Inventory, Equipment, Accounts, Other, Motor Vehicle	In addition to the collateral and other goods specifically described in this financing statement, the collateral includes all present and future parts, attachments, accessories, replacements, additions, and accessions related thereto or installed thereon, and all proceeds (as defined below) of or relating to any of the foregoing. Proceeds intangibles (as each such term is defined in the PPSA) derived directly or indirectly from any dealing with any of the above collateral or any proceeds thereof.	3H3V532K9P S058363 (2023 Hyundai Composite) 3H3V532K0P S058364 (2023 Hyundai Composite) 3H3V532K2P S058365 3H3V532K4P S058366 3H3V532K6P S058367 3H3V532K8P S058368 3H3V532KXP S058369 3H3V532K6P S058370 3H3V532K8P S058371	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	VIN(s)	Amendment Renewal Assignment etc.
					3H3V532KXP S058372	
VFS Canada Inc.	JBT Transport Inc.	788778576 – 20221125 1030 8077 6156 (6 years)	Equipment, Other, Motor Vehicle	The serial number goods described above together with all present and after-acquired parts, accessions, components, appliances, attachments and replacements that may be incorporated, installed or attached, from time to time, thereto. Proceeds all goods, chattel paper, investment property, documents of title, instruments, money, intangibles (as defined in the PPSA) and insurance proceeds	4V4NC9EJ7P N342095 (2023 Volvo VNL64T-860) 4V4NC9EJ9P N342096 (2023 Volvo VNL64T-860)	
Mercedes-Benz Financial Canada Corporation	JBT Transport Inc.	787484034 – 20221012 0836 1532 4202 (4 years)	Equipment, Other, Motor Vehicle		W1KZF6BB2 NB092446 (2022 Mercedes-B E53W4M)	
The Bank Of Nova Scotia	JBT Transport Inc.	785981106 – 20220822 0814 1532 0406 (4 years)	Equipment, Other, Motor Vehicle	Our security interest is limited to the motor vehicles listed above and the proceeds of those vehicles.	1GYS4CKL9 NR364114 (2022 Cadillac Escalade)	
Setay Motors Inc.	JBT Transport Inc.	764464473 – 20200806 1012 1830 3815 (6 years)	Consumer Goods, Equipment, Motor Vehicle		5N1DL0MM5 LC533420 (2020 Infiniti QX60 FWD)	

APPENDIX F

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO DOMINION BANK

Applicant

- and -

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC., HERITAGE TRUCK
LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN LOGISTICS INC., AND HERITAGE
WAREHOUSING & DISTRIBUTION INC.

Respondents

AFFIDAVIT OF JOSIE PARISI

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, and as such have personal knowledge of the matters referred to herein.
2. By Order of the Honourable Justice Kimmel, dated March 6, 2025 (the "Order"), BDO Canada Limited was appointed as Receiver and Manager (the "Receiver") of JBT Transport Inc., Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc., Drumbo Transport Limited, Heritage Northern Logistics Inc., And Heritage Warehousing & Distribution Inc.

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 accounts 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 its standard billing rates.
5. The Receiver requests that the Court approve its interim account for the period from March 4, 2025 to June 30, 2025 in the amount of \$417,384.42 inclusive of HST of \$48,017.68 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.

This is Exhibit "A" referred to in the affidavit of

Josie Parisi

Sworn before me this 15th day of July, 2025

A handwritten signature in cursive script, appearing to read "Antonio Montesano".

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.

Summary of Receiver's Accounts for the period

March 4, 2025 to June 30, 2025

Company Name	Invoice Date	Hours Expended	Fees & Disbursements	HST	Invoice Total
Heritage Truck Lines	July 4, 2025	104.90	\$52,289.50	\$6,797.64	\$59,087.14
Melair Management Inc.	July 4, 2025	11.50	\$6,959.18	\$904.69	\$7,863.87
JBT Group of Companies	July 4, 2025	576.70	\$293,526.06	\$38,158.39	\$331,684.45
Heritage Warehousing & Distribution Inc.	July 4, 2025	32.30	\$16,592.00	\$2,156.96	\$18,748.96
TOTAL		725.40	369,366.74	\$48,017.68	\$417,384.42



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

Heritage Truck Lines Inc.
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

Date

July 4, 2025

Invoice No.

CINV

Re: Heritage Truck Lines Inc. - Receivership

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement as Receiver of the above noted entities for the period from March 14, 2025 to June 30, 2025 as per the details below:

For Professional Services	\$ 50,711.50
Disbursements: PPSA, Quickbooks	1,578.00
	<u>52,289.50</u>
HST - 13.0% (#R101518124)	6,797.64
Total Due	<u><u>\$ 59,087.14</u></u>

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	1.60	665.00	1,064.00
G. Cerrato, Director	0.80	575.00	460.00
N. Sagolili, Sr. Manager	53.40	575.00	30,705.00
P. Kouadio, Manager	18.50	495.00	9,157.50
L. Dobush, Sr. Analyst	1.50	325.00	487.50
T. Montesano, Sr. Analyst	13.60	325.00	4,420.00
J. Hue, Analyst	15.50	285.00	4,417.50
TOTAL	<u>104.90</u>		<u><u>\$ 50,711.50</u></u>

Staff	Date	Comments	Hours
J. Parisi	14-Mar-25	Correspondence with T. Hogan regarding Breadner leases, review memo provided by Harrison Pensa re same. Obtain location of all Breadner vehicles.	1.0
J. Hue	2-Apr-25	Call with T. Montesano, prepare WEPP schedule, proof of claim, cover letter and mail merge.	2.7
J. Hue	3-Apr-25	Filing employee information with Service Canada for WEPP.	1.6
J. Hue	4-Apr-25	Discussion with T. Montesano, update the WEPP schedule and proof of claim forms.	1.1
N. Sagolili	8-Apr-25	Coordinate payment of QuickBooks subscription.	0.4
T. Montesano	9-Apr-25	Prepare and enter AR deposits	0.5
T. Montesano	10-Apr-25	Create TIF for employees, e-mail WEPP packages to same	2.5
J. Hue	10-Apr-25	Update WEPP schedule with wages paid, prepare mail merge, filing employee information with Service Canada and emailing WEPP packages to employees.	4.7
G. Cerrato	10-Apr-25	Call with T. Montesano and J. Hue to review WEPP calculations and claims.	0.8
J. Hue	11-Apr-25	Filing WEPP claims as received with Service Canada, update WEPP tracker and email former employees direction to their direct filing with Service Canada.	0.5
J. Hue	14-Apr-25	Entering WEPP claims as received with Service Canada and update tracker. Telephone call with former employee and provide the WEPP package.	0.7
J. Hue	16-Apr-25	Telephone call with employees, filing WEPP claims as received with Service Canada. Forward discrepancy claims to T. Montesano for Suzanne to confirm amounts.	0.7
N. Sagolili	17-Apr-25	Respond to inquiries from carriers.	0.3
T. Montesano	17-Apr-25	Correspond with A. House from JBT re WEPP claims for three former employees	0.6
J. Hue	17-Apr-25	Discussion with employee regarding WEPP claim.	0.2
N. Sagolili	21-Apr-25	E-mails re: AR collections. Correspond with S. Armes re: CRA trust examination and payroll requests.	0.2
N. Sagolili	22-Apr-25	Coordinate payment of QuickBooks subscription. Review of Amended Receivership Order, and coordinate update of website.	0.2
N. Sagolili	24-Apr-25	Respond to carrier inquiries.	0.2
T. Montesano	24-Apr-25	Review WEPP POC, update Service Canada accordingly.	0.2
N. Sagolili	24-Apr-25	E-mails re: various matters, including payroll.	0.1
T. Montesano	25-Apr-25	File HST returns.	0.3

Staff	Date	Comments	Hours
J. Parisi	25-Apr-25	Three calls with subcontractor regarding unpaid invoices including call with their counsel.	0.6
N. Sagolili	25-Apr-25	Receipt and review of various e-mails.	0.1
J. Hue	28-Apr-25	Respond to creditors inquires, filing WEPP claims as received with Service Canada, update the tracker.	0.6
T. Montesano	28-Apr-25	Follow-up with Suzanne House re request for employee information for C. Trudel and D. Spratt.	0.4
N. Sagolili	30-Apr-25	E-mails re: AR collections. E-mails from carriers.	0.2
N. Sagolili	30-Apr-25	E-mails to/from J. Martin re: pre-receivership and post-receivership HST returns.	0.1
N. Sagolili	1-May-25	E-mails from TD. Correspond with T. Montesano re: HST returns. E-mails re: IT services.	0.3
N. Sagolili	2-May-25	E-mails from creditors.	0.2
N. Sagolili	5-May-25	Phone call with J. Martin re: HST returns and other matters. Review of various e-mails. Creditor inquiries. Various e-mails re: AR cheques. Look into matter re: AR cheques. Attend re: requests from Canada Revenue Agency.	1.0
T. Montesano	5-May-25	Prepare payment of Enbridge Gas invoice.	0.3
J. Hue	5-May-25	Responding the creditors inquires regarding WEPP and attend to calls as well.	0.6
N. Sagolili	6-May-25	Call with S. Armes re: information requested by CRA.	0.4
N. Sagolili	7-May-25	Discussions with T. Montesano re: CRA audits for HST and payroll.	0.2
N. Sagolili	7-May-25	Respond to carrier inquiry.	0.1
N. Sagolili	8-May-25	Various e-mails re: assets. Discussion with T. Montesano re: CRA requests.	0.3
T. Montesano	8-May-25	Prepare documents in preparation of HST examination, log on to QuickBooks, pull copies of invoices	4.2
N. Sagolili	9-May-25	Various e-mails re: bank accounts and other matters. E-mails from creditors.	0.3
J. Hue	9-May-25	Amend WEPP claim and email former employee pre filled claim form. Prepare WEPP package and email former employee.	0.9
J. Hue	12-May-25	Filing amended WEPP information claims with Service Canada; filing claim as received with Service Canada.	0.6
N. Sagolili	12-May-25	Receipt and review of e-mails. Review of legal invoice. Correspond re: IT services and AR collections. Follow-up with J. Martin re: update on AR collections. Review of Transplus software invoices, and draft and send e-mail re: access to Transplus software. E-mails from TD.	1.1

Staff	Date	Comments	Hours
T. Montesano	12-May-25	Upload response to HST Audit to CRA.	1.0
N. Sagolili	13-May-25	Review of RIN report, compile VIN's on RIN report and cross-reference to asset list.	1.5
N. Sagolili	14-May-25	Discussion with T. Montesano re: CRA audit. Obtain additional reports from QuickBooks for CRA audit.	0.7
N. Sagolili	14-May-25	Respond to carrier inquiry.	0.1
J. Hue	14-May-25	Filing WEPP claim as received with Service Canada.	0.2
T. Montesano	14-May-25	Log onto QuickBooks extract information for response to CRA's payroll audit.	1.0
N. Sagolili	15-May-25	Discussion with T. Montesano re: set-up of portal and obtaining various financial information. Compile list of assets on RIN report not yet identified, and e-mail same to K. Medeiros. Various e-mails from legal counsel.	0.7
N. Sagolili	15-May-25	Respond to carrier inquiries.	0.2
T. Montesano	15-May-25	Prepare response to CRA Payroll examination, update documents to CRA portal.	1.2
N. Sagolili	20-May-25	Review of commentary on status of AR collections. Obtain and review AR listing. Review of information from Transplus. Draft update on AR and IT services.	0.7
N. Sagolili	20-May-25	Respond to carrier inquiries.	0.2
N. Sagolili	21-May-25	Draft and send e-mail update on AR collections. E-mail to J. Martin re: updated broker payable reconciliation. Various e-mails re: trailers located in South Carolina. E-mail to legal counsel. E-mails to/from D. Santos re: release of assets. Receipt of executed releases. Various updates to inventory file. E-mail to Transplus re: access to software.	1.1
N. Sagolili	22-May-25	Receipt and review of VIN reports. Receipt and review of signed release. Various updates to inventory file. Correspond with Transplus.	0.9
N. Sagolili	22-May-25	Respond to carrier inquiry.	0.1
N. Sagolili	23-May-25	Coordinate payment of QuickBooks subscription.	0.3
N. Sagolili	26-May-25	Review of Statement of Claim from creditor, and e-mail to creditor's legal counsel.	0.1
N. Sagolili	27-May-25	E-mail to J. Martin re: broker payables. Respond to various e-mails from carriers.	0.4
N. Sagolili	27-May-25	E-mails re: AR collections. E-mails from legal counsel. Phone calls with J. Martin and W. Desantis re: remaining receivership tasks and other matters. E-mail to Transplus re: access to software.	0.7
N. Sagolili	28-May-25	E-mail from SC Johnson Professional re: carrier invoices paid, review of broker payable reconciliation re: same, and e-mail to J. Martin re: carriers. Various correspondence with	0.8

Staff	Date	Comments	Hours
		carriers. Review of broker payables relating to the Cakerie AR and e-mail to legal counsel re: same.	
N. Sagolili	28-May-25	Various e-mails to/from Transplus re: software. E-mails from/to TD re: funds deposited into bank accounts. Updating inventory list for revised liquidator proposals.	0.6
N. Sagolili	29-May-25	Various e-mails from TD. Review of summary of deposits from TD, and coordinate transfer of funds to receivership accounts. Instructions to G. Arenas re: funds from TD. E-mail from Transplus re: software. E-mails from legal counsel. E-mails from/to Transplus re: software. E-mails from legal counsel. Call with legal counsel re: various matters. Discussion with J. Parisi re: various matters. Updating inventory list for revised liquidator proposals. Request various VIN history reports from legal counsel. Finalize and e-mail term and task letters. Coordinate physical inventory of trucks and trailers.	2.4
N. Sagolili	30-May-25	Correspond with Transplus re: software. Discussions re: obtaining supporting documentation from Transplus software.	0.2
N. Sagolili	31-May-25	Update on physical inventory count. E-mails re: funds transfer from TD.	0.1
N. Sagolili	2-Jun-25	Call with Transplus re: software installation. Contact IT department re: access to Transplus software. Follow-up e-mail to J. Martin and W. Desantis re: term and task agreements. Receipt of signed term and task agreement. E-mails re: funds received from TD. Review and sign various cheque requisitions, deposit slips, and wire transfer letters. Review and revise inventory file and compile follow-up questions. Receipt of pictures of various assets.	1.6
N. Sagolili	2-Jun-25	Respond to carrier inquiries.	0.1
N. Sagolili	2-Jun-25	E-mails re: funds received from TD. Review and sign various cheque requisitions, deposit slips, and wire transfer letters.	0.1
N. Sagolili	3-Jun-25	Respond to carrier inquiries.	0.2
N. Sagolili	3-Jun-25	Various e-mails re: term and task letter. Revise term and task agreement. Various e-mails re: physical count of trucks and trailers. Re-run AR listings, and instructions to S. Armes re: customer statements.	1.1
N. Sagolili	4-Jun-25	Look into access to Transplus software. Discussion with J. Parisi re: various matters. Update inventory file.	0.8
N. Sagolili	5-Jun-25	E-mails from TD. Coordinate access to Transplus software. Follow-up with J. Martin re: term and task agreement. Update inventory file and investigate discrepancies. Discussions with D. Santos re: assets at premises. Request various VIN reports from legal counsel. Preparation of inventory list for liquidators.	2.5

Staff	Date	Comments	Hours
N. Sagolili	6-Jun-25	Coordinate access to Transplus software. Receipt and review of VIN reports, and e-mails from/to legal counsel re: same. Correspond with D. Santos re: physical inventory count. Update inventory file. Preparation of asset list for liquidation proposals. E-mails to various liquidators.	2.2
N. Sagolili	9-Jun-25	Coordinate installation of Transplus software. Various e-mails re: AR collections. E-mails from/to and phone calls with various liquidators. E-mails re: term and task, and review of term and task invoice. Prepare cheque requisition.	1.6
N. Sagolili	10-Jun-25	Various phone calls and e-mails from/to liquidators. Look into inquiries from liquidators. Coordinate access to Transplus software. Receipt and review of liquidation proposal. Begin preparation of analysis of liquidation proposals. Various e-mails re: AR collections, and funds from The Cakerie. Calculation of equity in various leased assets.	2.3
N. Sagolili	10-Jun-25	Various e-mails re: funds received from The Cakerie. Review of purchase agreement re: AR assumed during sale. Respond to e-mail from creditor.	0.4
N. Sagolili	11-Jun-25	Various e-mails from/to liquidators. Look into inquiries from liquidators. Coordinate access to Transplus software. Calculation of equity in various leased assets. Various e-mails re: payroll.	1.5
J. Hue	11-Jun-25	Receipt of the payment letters from Service Canada and update the WEPP schedule.	0.2
N. Sagolili	12-Jun-25	E-mail to Volvo re: lease documents. Review of estimated values of trucks and trailers from Ritchie Bros. And e-mails re: same. Review of buyout statements from secured creditors. Update equity calculations for leased assets. Various communications re: payroll. Attend re: access to RBC bank account in order to make payroll payments. Various correspondence with liquidators. Review of payroll report, process payroll payments, and e-mails to/from J. Martin re: same. Receipt and review of liquidation proposals.	2.5
N. Sagolili	13-Jun-25	Discussion with J. Parisi re: various matters. Updating asset equity calculations. Review of liquidation proposals and send various e-mails to liquidators re: same. Update asset listing. Various e-mails and phone calls with liquidators re: proposals. Discussion with P. Kouadio re: Transplus software and documentation required. Discussion with P. Kouadio re: Transplus software and documentation required.	1.7
T. Montesano	16-Jun-25	Send copy of receivership order to creditor	0.2
N. Sagolili	16-Jun-25	Review of liquidation proposals and prepare liquidation proposal summary. Receipt and review of numerous e-mails.	1.6
N. Sagolili	17-Jun-25	Follow-up with Volvo re: lease documents. Discussions with P. Kouadio re: obtaining AR documentation from Transplus software. Prepare template for AR letters, compile related information, and instructions to P. Kouadio re: same. Review	1.8

Staff	Date	Comments	Hours
		of liquidation proposals and prepare liquidation proposal summary.	
P. Kouadio	17-Jun-25	Various correspondence with N. Sagolili re: AR letters to customers; Review and draft AR letters; Correspond with Transplus re: Fleet Manager.	1.4
N. Sagolili	18-Jun-25	E-mails from TD. Review of liquidation proposals and prepare liquidation proposal summary. Discussion with J. Parisi re: liquidation proposals. Various e-mails to/from liquidators. Attend re: access to Transplus software.	1.8
N. Sagolili	18-Jun-25	E-mails from carriers.	0.1
P. Kouadio	18-Jun-25	Prepare various AR letters to be sent to customers.	2.2
P. Kouadio	19-Jun-25	Prepare AR letters, finalize AR packages and send individual emails to multiple AR customers.	4.5
N. Sagolili	19-Jun-25	Various correspondence with liquidators re: proposals and removal of leased assets from proposals. Review of liquidation proposal summary with G. Cerrato and J. Parisi. Receipt and review of further revised liquidation proposals. Various updates to proposal summary. Review of payroll report and coordinate payment of payroll. E-mails and phone call with J. Martin re: payroll and bank account. Attend re: restrictions on RBC bank accounts, and e-mails to RBC re: same. Prepare wire requisitions re: payroll. Sign various wire letters. Attend re: finalization of AR letters.	3.4
L. Dobush	19-Jun-25	Call with Paul to discuss what tasks to complete for Heritage Truck Lines. Converting 20 word documents to pdfs, converting excel documents to PDF, combining 20 customer letters, with PDF excel, with Court Order and payment details, and saving them on the network.	1.5
J. Hue	19-Jun-25	Calls with former employee regarding WEPP application.	0.2
N. Sagolili	20-Jun-25	E-mails re: AR letters. Review and sign wire letters.	0.1
P. Kouadio	20-Jun-25	Respond to multiple emails and calls from AR customers; Coordinate responses with T. Montesano and S. Armes, and various emails to N. Sagolili re: same; Calls and emails with T. Montesano re: inquiries from AR customers.	1.9
T. Montesano	20-Jun-25	Respond to vendors inquires re A/R letters.	1.0
P. Kouadio	23-Jun-25	Respond to multiple emails and calls from AR customers; Emails with T. Montesano re: same; Multiple attempts to pull invoices and pods from Fleet Manager and emails with Transplus and N. Sagolili re: same.	2.3
N. Sagolili	23-Jun-25	Various updates to liquidation proposal summary, and draft and send e-mail re: same to TD. Receipt and review of revised liquidation proposal. E-mails to/from various liquidators. E-mails re: access to Transplus software. Receipt and review of various e-mails re: AR collection letters.	2.2

Staff	Date	Comments	Hours
		Coordinate payment of QuickBooks subscription. Calculate costs to secure vehicles.	
N. Sagolili	24-Jun-25	Various e-mails re: AR letters. Receipt and review of term and task invoice and coordinate payment. Various e-mails re: leased assets. Various correspondence with RBC re: access to bank accounts. Prepare for and attend call with TD re: liquidation proposals. Discussions with P. Kouadio re: compilation of invoices and POD's, and access to Transplus. Various e-mails re: payroll. E-mails from/to Meridian.	2.3
P. Kouadio	24-Jun-25	Respond to multiple emails and calls from AR customers; Emails with T. Montesano re: same; Call and emails with N. Sagolili re: invoices and pods.	1.2
N. Sagolili	25-Jun-25	Receipt and review of numerous e-mails. Attend re: access to Transplus software and compilation of invoices and POD's. E-mails re: leased assets. Various e-mails re: AR collections.	0.7
P. Kouadio	25-Jun-25	Respond to AR customer re; payment plan of overdue AR balance; Correspond with N. Sagolili re: same; Respond to multiple emails and calls from AR customers; Emails with N. Sagolili and Transplus re: invoices and pods from Fleet Manager; Call and emails with customer re: payment installment.	2.3
N. Sagolili	26-Jun-25	Prepare invoice for costs to secure vehicles. E-mails to/from Meridian re: secured vehicles. E-mails re: liquidation proposals. Instructions to J. Martin re: payroll. Prepare payroll wire requisitions. Review of lease information from Volvo, and update equity calculations. E-mail to legal counsel re: Volvo leases. Various e-mails re: AR collections. E-mail to W. Desantis re: AR receipts. Review of payroll report and coordinate payment. Various correspondence re: access to Transplus and compilation of invoices and POD's.	2.0
P. Kouadio	26-Jun-25	Calls from T. Montesano re: AR tracker and inquiries from AR customers; Return inquiries from AR customers; Emails and call with J. Martin to attempt access to Fleet Manager; Emails with N. Sagolili and Transplus re: same; Attempt to pull invoices and pods for The Cakerie.	2.7
N. Sagolili	30-Jun-25	E-mails re: BMO leased assets. Update inventory file. E-mails from legal counsel re: liquidation agreement. E-mails from TD re: NRV calculation. Discussion with J. Parisi re: NRV calculation. Download RBC bank transactions. Review of balance sheet re: funds owed by Heritage Southern Logistics, and discussion with J. Parisi re: same. Call to RBC re: access to bank accounts, and e-mail to RBC re: same. Review and revise NRV analysis.	1.3
T. Montesano	30-Jun-25	Review CRA correspondence.	0.2



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INVOICE

Melair Management Inc.
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

Date

July 4, 2025

Invoice No.

CINV

Re: Melair Management Inc. - Receivership

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement as Receiver of the above noted entities for the period from March 13, 2025 to June 30, 2025 as per the details below:

For Professional Services	\$ 6,817.50
Disbursements: PPSA, Quickbooks	141.68
	<u>6,959.18</u>
HST - 13.0% (#R101518124)	904.69
Total Due	<u><u>\$ 7,863.87</u></u>

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	4.50	665.00	2,992.50
N. Sagolili, Sr. Manager	6.20	575.00	3,565.00
T. Montesano, Sr. Analyst	0.80	325.00	260.00
TOTAL	<u>11.50</u>		<u><u>\$ 6,817.50</u></u>

Staff	Date	Comments	Hours
J. Parisi	13-Mar-25	Call with Avison, review information request listing, discussions with Denis regarding environmental, drawings and other information.	0.6
J. Parisi	14-Mar-25	Call with Avison regarding listing agreement.	0.8
N. Sagolili	18-Mar-25	Draft and send letters to utility companies, and instructions to S. Armes re: same.	0.6
T. Montesano	31-Mar-25	Process payment of OR Fees.	0.3
N. Sagolili	8-Apr-25	Coordinate payment of QuickBooks subscription.	0.4
N. Sagolili	16-Apr-25	E-mails to/from Enbridge.	0.2
J. Parisi	17-Apr-25	Review materials related to the claim for lien related to Trade-Mark Group.	0.5
J. Parisi	21-Apr-25	Review reporting letter from A&Y.	0.3
N. Sagolili	21-Apr-25	Various e-mails to/from TD.	0.2
N. Sagolili	22-Apr-25	Coordinate payment of QuickBooks subscription. Review of Amended Receivership Order, and coordinate update of website. E-mails re: real estate.	0.3
J. Parisi	22-Apr-25	Call with A&Y to discuss environmental report and need for an update.	0.4
J. Parisi	23-Apr-25	Correspondence with environmental specialist and realtor.	0.2
N. Sagolili	29-Apr-25	Review of Enbridge bill. Check status of bank account. Instructions to S. Armes.	0.2
J. Parisi	29-Apr-25	Correspondence with A&Y regarding the sign back of the CAT offer.	0.2
J. Parisi	30-Apr-25	Review correspondence from Trade-Mark regarding their lien claims.	0.3
N. Sagolili	30-Apr-25	E-mails from TD. Review and update cheque requisition and deposit slip. Correspond with S. Armes re: Enbridge bill payment.	0.4
N. Sagolili	1-May-25	Review and revise cheque requisition and deposit slip. Review of bank account and instructions to S. Armes and G. Arenas re: corrections. Review and sign funds transfer letter.	0.7
J. Parisi	2-May-25	Review update email from Avison and provide update to TD.	0.1
N. Sagolili	6-May-25	Coordinate payment of invoices.	0.2
J. Parisi	7-May-25	Correspondence with A&Y regarding interest in the property.	0.2
N. Sagolili	12-May-25	Receipt and review of e-mails. Review of legal invoice. Coordinate payment of QuickBooks subscription.	0.4
N. Sagolili	20-May-25	Obtain and review trial balance. Coordinate payment of QuickBooks subscription.	0.6
J. Parisi	22-May-25	Correspondence with T. Hogan regarding premium payments re lien bond.	0.2
N. Sagolili	22-May-25	Receipt and review of invoice and prepare cheque requisition. Coordinate transfer of funds. E-mails from legal counsel.	0.4



Staff	Date	Comments	Hours
J. Parisi	23-May-25	Review Phase 1 environmental assessment.	0.6
N. Sagolili	27-May-25	Receipt and review of reporting letter on real property. Coordinate payment of utility bills and discussions with S. Armes and T. Montesano re: same.	0.3
J. Parisi	27-May-25	Review reporting letter from A&Y.	0.1
T. Montesano	27-May-25	Send copy of utilities invoice to N. Sagolili.	0.1
N. Sagolili	28-May-25	Various correspondence re: invoices to pay. Review and sign various cheque requisitions.	0.2
N. Sagolili	29-May-25	Correspondence re: utility bill. Review and sign funds transfer letter.	0.2
T. Montesano	29-May-25	Call Grand Bridge Energy re discuss outstanding balance, request copy of first bill	0.4
N. Sagolili	3-Jun-25	Instructions to S. Armes re: CRA returns.	0.1
N. Sagolili	23-Jun-25	Coordinate payment of QuickBooks subscription. Review and approve cheque requisitions and deposit slips.	0.4
N. Sagolili	26-Jun-25	Review and sign transfer letter.	0.1
N. Sagolili	27-Jun-25	Review of NRV analysis and discussion with J. Parisi re: same.	0.1



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INVOICE

JBT Group of Companies
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

Date

July 4, 2025

Invoice No.

CINV

Re: JBT Group of Companies - Receivership

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement as Receiver of the above noted entities for the period from March 4, 2025 to June 30, 2025 as per the details below:

For Professional Services	\$ 283,773.00
Disbursements: transport, lodging, Quickbooks	9,753.06
	<u>293,526.06</u>
HST - 13.0% (#R101518124)	38,158.39
Total Due	<u><u>\$331,684.45</u></u>

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	123.40	665.00	82,061.00
G. Cerrato, Director	100.40	575.00	57,730.00
N. Sagolili, Sr. Manager	141.20	575.00	81,190.00
P. Kouadio, Manager	14.90	495.00	7,375.50
R. George, Sr. Analyst	1.50	325.00	487.50
L. Dobush, Sr. Analyst	3.60	325.00	1,170.00
S. Armes, Sr. Analyst	99.10	325.00	32,207.50
T. Montesano, Sr. Analyst	55.00	325.00	17,875.00
D. Pulsone, Analyst	4.60	285.00	1,311.00
J. Hue, Analyst	8.30	285.00	2,365.50
G. Arenas, Admin	24.70	235.00	5,804.50
TOTAL	<u>576.70</u>		<u><u>\$283,773.00</u></u>



Staff	Date	Comments	Hours
N. Sagolili	4-Mar-25	Various e-mails from TD and TD's legal counsel. Receipt and review of receivership order endorsement. Attend re: various matters re: receivership appointment.	1.5
N. Sagolili	5-Mar-25	Numerous e-mails from TD and TD's legal counsel. Review of e-mails from the Company's legal counsel. Call with TD and TD's legal counsel. Call with BDO staff re: receivership planning. Review of revised receivership order and provide comments to TD's legal counsel. Prepare receivership planning checklist. Coordinate staffing for taking possession. Receipt and review of PPSA searches. Instructions to S. Armes re: PPSA summary and inventory listing.	4.6
D. Pulsone	5-Mar-25	Call with N. Sagolili regarding site visit and inventory for new trucking file, discussion with Chris re same.	0.2
S. Armes	5-Mar-25	Conversation with Nicole, meeting with everyone for the plan and creating the PPSA Summary.	3.0
G. Cerrato	5-Mar-25	Attend planning call; call with T. Hogan to discuss receivership and strategize; order; call with J. Parisi to discuss call with TD and Miller Thomson; further call with T. Hogan to discuss issues raised by Reconstruct.	2.3
S. Armes	6-Mar-25	Creating the PPSA Summary.	5.0
G. Cerrato	6-Mar-25	Call with T. Hogan and C. Mills; call with insurer to discuss insurance; call with Miller Thomson and Harrison Pensa regarding order; call with J. Parisi to discuss various issues and plan/strategize.	2.7
N. Sagolili	6-Mar-25	Numerous e-mails from TD and TD's legal counsel. Review of e-mails from the Company's legal counsel. Prepare receivership planning checklist. Instructions to S. Armes re: various matters. Coordinate preparation of Receiver's Notices and Statements. Receipt and review of PPSA searches. Set-up of inventory tracking spreadsheet.	2.1
N. Sagolili	7-Mar-25	Various e-mails from TD and TD's legal counsel. E-mails re: insurance. Update receivership planning checklist. Instructions to S. Armes re: documents required for taking possession. Review of PPSA summary and correspond with S. Armes re: same. Receipt and review of receivership order and endorsement. Coordinate various matters for receivership engagement and taking possession. Review and review door notice. Review and revise key holder agreement.	4.5
D. Pulsone	7-Mar-25	Correspondence with N. Sagolili regarding site visit and inventory count.	0.1
J. Parisi	7-Mar-25	Calls with Harrison Pensa, Reconstruct JBT, insurer and internal calls. Calls with and Emails with TD, JBT and Harrison Pensa.	6.9
S. Armes	7-Mar-25	Creating the Inventory Summary & Forms.	4.0
T. Montesano	7-Mar-25	Correspond with G. Arenas re create files in Ascend.	0.7



Staff	Date	Comments	Hours
G. Cerrato	7-Mar-25	Call with insurer re insurance issues; call with J. Parisi to discuss insurance and other issues; call with JBT to discuss receivership and parties intentions; update call with T. Hogan to provide update on call with JBT; review of offer for warehousing company.	4.3
G. Arenas	7-Mar-25	Opened 11 bank accounts (CDN and USD).	2.5
J. Hue	7-Mar-25	Discussion with N. Sagolili regarding information required for the redirection of mail.	0.2
J. Parisi	8-Mar-25	HERITAGE - Call with Denis regarding HWD offer. Review info provided. Review various emails. Correspondence with counsel.	0.8
J. Parisi	9-Mar-25	Review offer from Denis, emails from Randy and Kyle. Correspondence with T. Hogan.	1.2
N. Sagolili	9-Mar-25	Review of inventory tracking schedule and make revisions. E-mail to S. Armes re: various taking possession matters. Receipt and review of various e-mails from the Company, legal counsel, TD, and TD's legal counsel. Review of offer on HWD's assets. Coordinate various matters for taking possession.	2.6
N. Sagolili	10-Mar-25	Travel to the Companies' premises. Meeting with the Companies' management. Attend re: various taking possession matters. Meet with accounting and payroll staff and coordinate information requests. Obtain access to accounting systems. Prepare WEPPA claim template. Coordinate change of locks a premises. Various e-mails from TD and legal counsel.	7.5
J. Parisi	10-Mar-25	Full day at JBT. Meeting with Denis and Management team. Dealing with HWD offer, A/R payroll, broker payables, etc. Meeting with employees. Dealing with ongoing operations. Various correspondence with bank.	7.5
S. Armes	10-Mar-25	JBT Transport Receivership: Printing of documents including the receivership notice, door forms, lock forms, etc. Meeting with management, counting the trucks at Steckle.	6.5
G. Cerrato	10-Mar-25	Attendance at the Steckle premises; meeting with management to discuss and strategize on the receivership; discussions re sale of warehouse business; review of payroll records; meetings with J. Parisi re strategy re vehicles and trailers; travel to Millar premises; meeting with employees; dealing with other taking possession issues.	6.5
N. Sagolili	11-Mar-25	Travel to the Companies' premises. Obtain access to accounting systems. Attend re: various administrative and taking possession matters. Obtain financial information from QuickBooks. E-mails to/from TD. E-mails from legal counsel. Coordinate payment of payroll arrears for retained employees and prepare calculations re: same. Respond to employee inquiries. Meet with locksmith and coordinate	6.2



Staff	Date	Comments	Hours
		changing of locks. Coordinate inventory of trucks and trailers on-site. Prepare payroll arrears analysis.	
S. Armes	11-Mar-25	Counting the trucks at Melair, Receivers Notices, Checklists,	6.0
D. Pulsone	11-Mar-25	Attend site visit for JBT Group and assist in preparing inventory of trucks and trailers.	4.3
G. Arenas	11-Mar-25	Requested multiple wire confirmations. Drafted deposit forms and recorded incoming wires received into the transit account. Drafted cheque requisitions, transfer letters, and deposit forms to transfer the funds to its appropriate Estate bank account.	1.2
J. Parisi	11-Mar-25	Full day at JBT. Various discussions with Denis and employees. Dealing with drivers, customers and banking. Various correspondence with Harrison Pensa regarding papering warehousing transaction.	6.2
G. Cerrato	11-Mar-25	Attendance at the Melair premises; meetings with K. Mederios to review status of trucks; dealing with inventory of assets; meetings with staff re receivership issues; call to insurer to determine how to deal with the insurance issues; attend to other taking possession and operational matters.	7.2
N. Sagolili	12-Mar-25	Attend at companies' premises. Various e-mails from TD. Various e-mails from legal counsel. Discussions with accounting staff re: AR collections, bank accounts, and payroll. Compile and summarize undeposited cheques and EFT's received. Follow-up re: wire transfers of funds. Review payroll reports and summarize payroll arrears. Obtain various financial information from QuickBooks. Various instructions to S. Armes. Discussions with J. Parisi and G. Cerrato re: various matters.	7.8
G. Arenas	12-Mar-25	Confirmed with the bank receipt of the wire transfer. Recorded it in Ascend. Drafted cheque requisition ,letter to transfer funds, and deposit form to transfer funds to the Estate account.	0.5
J. Parisi	12-Mar-25	At JBT, discussions with customers, customers, employees, dealing with collections and return of trailers. Dealing with insurance. Calls with counsel to deal with Breadner Trailer agreements. Discussions with security.	6.0
G. Cerrato	12-Mar-25	Attendance at the Melair premises; calls with C. Donnelly re insurance; compiling insurance information; review and retrieve trailer and truck ownerships; review of Breadner leases; call with T. Hogan re same; meetings with management re various issues; inventory of Melair premises; meeting with management re passenger vehicles; dealing with other receivership operational matters.	6.3
J. Hue	12-Mar-25	Discussion with S. Armes regarding the redirection of mail.	0.2
S. Armes	12-Mar-25	Inventory Counting & Tracking, Mail redirection inquiries, notice letters, planning checklists.	5.0



Staff	Date	Comments	Hours
G. Arenas	13-Mar-25	Drafted cheque requisition and wire letter. Processed wire payment and updated transaction in Ascend.	0.4
N. Sagolili	13-Mar-25	Travel to the companies' premises. Various e-mails from TD. Various e-mails from legal counsel. Discussions with accounting staff re: AR collections, bank accounts, and payroll. Follow-up re: wire transfers of funds with TD. Review payroll reports. Obtain various financial information from QuickBooks. Review of leases. Obtain dealership information for passenger vehicles. Various correspondence with RBC re: bank accounts. Review and revise Receiver's Notice and Statements. Various instructions to S. Armes. Discussions with J. Parisi and G. Cerrato re: various matters.	7.7
J. Parisi	13-Mar-25	At JBT, review agreement of purchase and sale, discussions with T. Hogan regarding APS, changes to court order, review of leases and other issues. Various discussion with suppliers, customers and drivers. Review vehicle inventory listing. Review location of vehicles and understand when they will be returned. Numerous discussions with BDO team.	8.3
G. Cerrato	13-Mar-25	Attendance at the company's Melair premises; dealing with insurance issues; dealing with loads being held hostage; calls with insurer and provide follow up information; review status of trailer in the field; meetings with J. Parisi re various issues; arrange for release of Dare load held by Diversco; conduct full inventory count of trucks and trailers and update schedule; review of invoicing from Breadner and review of lease information and memo re Breadner security; calls to dealership re passenger vehicle leases; dealing with other operational matters.	10.0
J. Hue	13-Mar-25	Discussion wit S. Armes regarding Website posting.	0.1
S. Armes	13-Mar-25	Mail Redirection, Notices, discussion with locksmith, coordination of the set up of the website.	6.5
N. Sagolili	14-Mar-25	Obtain banking information for USD accounts. Correspond with TD re: USD funds, and coordinate wire transfer of funds. Attend re: Breadner trailers and related documentation. Review and revise Receiver's Notices and lists of unsecured creditors. Travel to the companies' premises. Phone call with RBC re: bank accounts. Update planning checklist. Various discussions with accounting staff re: payroll, ROE's, accounts receivables, bank accounts, etc. Attend re: access to mailboxes. Review of deposits into bank accounts. Coordinate opening of CRA accounts and request of trust examinations. Various creditor inquiries. Various discussions with J. Parisi, G. Cerrato, and S. Armes.	8.2
G. Cerrato	14-Mar-25	Attendance at the Melair premises; dealing with insurance issues; calls with Cole Donnelly, arranging for black book values for passenger vehicles; arranging for security; discussions re banking; reviewing memo's re Breadner leases; review of warehousing APS and discuss with J. Parisi; call with internal team to discuss status of items and strategize.	7.0

Staff	Date	Comments	Hours
J. Parisi	14-Mar-25	Full reconciliation of trailers. Various correspondence with Denis and Kyle regarding status of fleet in the field. Correspondence with T. Hogan regarding pension plan.	3.6
T. Montesano	14-Mar-25	Call with G. Cerrato re run BB Value on vehicles; create estates in Ascend , upload creditor information. Prepare and send request to CRA to create RT2 accounts.	1.9
J. Hue	14-Mar-25	Request to create case website and post the receivership and endorsement.	0.3
S. Armes	14-Mar-25	Inventory at Steckle & Melair, checking the mail, preparing notices for utilities. Discussion with Gary on communication with Creditors, summarizing CRA information	6.5
J. Parisi	16-Mar-25	Review inventory listings and consolidated listing. Review and respond to various emails. Correspondence with Denis.	5.0
N. Sagolili	16-Mar-25	Review and revise Receiver's Notice and Statement. Review of various e-mails.	2.5
G. Arenas	17-Mar-25	Recorded incoming USD wires. Recorded CAD Wires.	0.4
J. Parisi	17-Mar-25	Review 245/6 notices. Review changes to APS. Calls re realtors, creditors, drivers, customer, Denis and Kyle. Reconcile inventory listing for additional trailers retrieved. Review environmental report. Correspondence with bank repayments presented on the account. Reconcile changes to A/R accounts to bank statements. Call with Miller Thomson regarding release of goods. Call with Huntsman. Call with T. Hogan to discuss changes made to the warehouse agreement of purchase and sale.	5.3
J. Hue	17-Mar-25	Prepare the mailing of the notice and statement of receiver.	7.5
N. Sagolili	17-Mar-25	E-mails to RBC re: block on RBC accounts. Follow-up re: wire transfer of USD funds in TD accounts. Review, revise, and coordinate mailing of Receiver's Notices and Statements.	1.5
T. Montesano	17-Mar-25	Prepare the mailing of the notice and statement of receiver; prepare and upload Receivers notice to the OSB.	7.5
G. Cerrato	17-Mar-25	Attendance at the JBT Milair premises; Review 245/6 notices. Review changes to APS. Calls with Cole Donnelly re insurance issues; prepare information required for insurance; dealing with logistics to retrieve assets; dealing with creditor calls; Reconciling inventory listing for additional trailers retrieved. Dealing with payroll issues; lot inventory count; Call with T. Hogan to discuss changes made to the warehouse agreement of purchase and sale; review of correspondence re trailer leases; attend to other matters.	6.0
J. Parisi	18-Mar-25	Review and respond to emails from customers. Call with D. Coelho to provide update and discuss registering the order on title to the property. Meet with Denis regarding APS. Meet with Jennifer re AR collections. Calls with liquidators. Finalize listing of vehicle for liquidators.	4.6



Staff	Date	Comments	Hours
N. Sagolili	18-Mar-25	Call with J. Parisi, G. Cerrato, and S. Armes re: status of various receivership matters. Update receivership checklist. Coordinate access to QuickBooks. Instructions to accounting staff regarding payroll, ROE's, WEPPA, and other matters. Review and respond to various e-mails.	3.8
S. Armes	18-Mar-25	Call with N. Sagolili on update calls. Calls for individuals calling to get payments, call with Enbridge to get email.	1.5
T. Montesano	18-Mar-25	Upload request to CRA for on-line access.	1.0
G. Cerrato	18-Mar-25	Travel to 425 Melair; status update call with J. Parisi and N. Sagolili and S. Armes; review of receivership checklist; review and respond to emails; inventory of vehicles and review of Breadner and Sousa leases and update trailer schedules; call with C. Donnelly re insurance issues; follow up with Medeiros family re passenger vehicles buyouts; attend to other matters.	5.0
J. Parisi	19-Mar-25	Meeting with insurer, calls with customers, coordinating payroll. Various calls with suppliers. Meet with Royal Truck regarding offer on assets. Call with Triton Assets.	3.6
S. Armes	19-Mar-25	Answering calls with the creditors	0.5
G. Cerrato	19-Mar-25	Attend call with J. Parisi with The Cakerie; call with J. Parisi to discuss various outstanding issues; review and respond to creditor inquiries.	1.3
J. Parisi	20-Mar-25	Review insurance policy and determine insurance values. Calls from suppliers and drivers. Call with realtor. Call with The Cakerie regarding payment. Call with T. Hogan regarding changes to APS. Review and provide comments on APS. Commence preparing court report for sale approval. Calls with D. Medeiros. Discussions with two liquidators. Review listing of trailers/trucks still in the field.	4.1
S. Armes	20-Mar-25	Answering JBT calls.	1.0
G. Cerrato	20-Mar-25	Call with T. Hogan to discuss HWD sale agreement; calls and correspondence with J. Parisi re various retrieval issues; review of assets to determine insurable values.	2.5
S. Armes	21-Mar-25	Went to the Miller Thomson to get RIN Numbers & letter for authorization for numbers.	3.0
G. Cerrato	21-Mar-25	Review of assets listing and provide insurable values; call with J. Parisi re update on status of retrieving various trucks and trailers; review of email correspondence; call with Dare re accounts receivable.	1.7
J. Parisi	22-Mar-25	Review emails from Reconstruct and Harrison Pensa regarding admin charge. Prepare 1st report.	3.3
J. Parisi	24-Mar-25	Correspondence with Dare regarding recovery of trailers. Review changes to court report. Calls with T. Hogan to discuss Breadner issues. Review WEPPA schedule.	2.6

Staff	Date	Comments	Hours
		Discussions with Susanne regarding payroll. Correspondence with K. Mederios regarding trailers still not repossessed.	
G. Cerrato	24-Mar-25	Attendance at the company's premises; review of WEPPA schedule; arranging for retrieval of assets; meeting with K. Mederios re return of passenger vehicles; review of Receiver's First report and provide comments; discussions with J. Parisi re same; email exchanges with liquidators; meeting with Samantha to review A/R collections and discussions re WEPPA calculations and status of ROE's; attend to other onsite issues.	6.5
G. Arenas	24-Mar-25	Drafted cheque requisitions for insurance policies, and wire letters.	0.4
S. Armes	24-Mar-25	Got the mail from JBT, created a excel of all the cheques to be deposited, counted the trucks/trailers on site at Melair, spoke with Jennifer regarding ROE/T4 status, ongoing phone calls throughout the day with owners/operators & brokers, updating the inventory listing	5.0
T. Montesano	24-Mar-25	Prepare WEPP schedule, prepare wire transfer letters.	2.0
J. Parisi	25-Mar-25	Speaking with accounting staff regarding collections, discussions with Denis regarding finalizing HWD transaction. Call with Corporate Assets regarding an offer. Review payroll. Call with HWD landlord. Correspondence with Sousa Trailers. Correspondence with Dare regarding trailers available for pick up. Correspondence with TD. Correspondence with insurer.	2.8
G. Cerrato	25-Mar-25	Attendance at Melair location; meeting with liquidators; meeting with Avison Young; arranging for further asset retrievals; attend to other matters;	5.3
S. Armes	25-Mar-25	Ongoing calls throughout the day for responding to owners/brokers, brokers	1.0
G. Arenas	26-Mar-25	Processed wire payments. Recorded transactions accordingly. Received bank draft, created deposit slip, and deposited same at the bank.	0.7
J. Parisi	26-Mar-25	Correspondence with liquidators, correspondence with T. Hogan. Calls from Kyle Mederios and Denis Mederios. Review changes to court report.	1.1
S. Armes	26-Mar-25	Responding to inquiries for JBT Receivership	1.0
G. Cerrato	26-Mar-25	Attendance at the 425 Melair premises; meeting with liquidators; arranging for the return of vehicles and trailers; dealing with other onsite issues; call with J. Parisi to discuss various issues; follow up with payroll;	5.1
G. Arenas	27-Mar-25	Arranged courier to pickup cheques.	0.2
S. Armes	27-Mar-25	Responding to calls throughout the day.	1.0
J. Parisi	27-Mar-25	Call with Dare to discuss outstanding receivables. Calls with RBC regarding wire payments. Calls with J. Martin re A/R and outstanding payroll. Call from CRA regarding HST refunds.	2.2

Staff	Date	Comments	Hours
		Call with liquidators regarding offers. Inventory reconciliation.	
T. Montesano	27-Mar-25	Prepare wire transfer letters and cheque requisitions, send same to G. Cerrato for approval.	0.5
G. Cerrato	27-Mar-25	Attendance at the 425 Melair premises; meeting with liquidators; dealing with asset retrieval logistics; inventory of trailers and trucks;	5.0
J. Parisi	28-Mar-25	Review suggested changes to Receiver's report. Review proposed amended Receivership Orders and provided edits. Calls from Harrison Pensa to discuss various matters associated with court hearing. Review correspondence from Trade-Mark in respect of their lien claim.	2.1
S. Armes	28-Mar-25	Answering calls throughout the day for creditors.	1.5
T. Montesano	28-Mar-25	Prepare requisition payment of OR filing Fees.	0.8
G. Cerrato	28-Mar-25	Call with Danny at the premises re various issues; review of correspondence from liquidators; call with J. Parisi to discuss various issues; review of inventory listings.	1.4
J. Parisi	30-Mar-25	Updates to equipment listing, calls with Denis, review collections, correspondence with PNC regarding their lease agreement.	0.7
J. Parisi	31-Mar-25	Update with D. Coelho regarding liquidation process. Calls with Ritchie Bros. regarding proposal. Call with Corporate Assets regarding proposal. Calls with T. Hogan regarding update to operating agreement. Review correspondence with PNC regarding their financing leases. Review correspondence with Breadner regarding delivery of vehicles. Correspondence with J. Martin regarding transfer of funds from RBC accounts to TD accounts. Correspondence with Dan Spratt regarding recovery of trailers and organizing lot. Various calls with T. Hogan throughout day.	1.7
G. Arenas	31-Mar-25	Set up and activated (3) bank accounts for: Drumbo Transport Ltd. Estate No, 35-124768 Waydom Management Inc. Estate No. 35-124770 Heritage Northern Logistics Inc. Estate No. 35-124771 Heritage W&D: Received cheques. Recorded them in Ascend and created deposit slip. Deposited same at the bank.	1.0
T. Montesano	31-Mar-25	Process payment of Official Receiver Fees, Drumbo, Heritage Northern and Waydom.	0.6
G. Arenas	1-Apr-25	Transfer of funds from accounts to pay filing fees. Provided with banking details.	0.5
J. Parisi	1-Apr-25	Review payroll and approve. Call with Cakerie. Call with Dan to pick up trailer. Call with Kyle regarding Breadner and documents. Review questions for liquidators and respond. Review listing of trailers/trucks not yet recovered.	1.6

Staff	Date	Comments	Hours
S. Armes	1-Apr-25	Went to the Miller Thomson to get the RIN Reports Pulled & Calls with Creditors.	3.0
T. Montesano	1-Apr-25	Review of payroll information.	0.4
G. Arenas	2-Apr-25	Processed cheque requisitions for filing fees re: Heritage Northern, Melair, Drumbo and Waydom. Printed cheques.	0.4
S. Armes	2-Apr-25	Call with G. Cerrato and Tony regarding the payments for JBT employees.	1.0
T. Montesano	2-Apr-25	Call with G. Cerrato to discuss WEPPA, amend WEPPA POC's, correspond with S. House JBT re updated employee list.	2.0
J. Parisi	3-Apr-25	Call with liquidators. Call with Denis re operating agreement. Review changes to operating agreement. Review WEPPA. Calls with RBC to discuss transfer of funds to Receiver's trust account. Calls with various employees. Call with Dare and Cakerie.	1.2
G. Arenas	3-Apr-25	Received cheques for: JBT Transport. Recorded them, created deposit slips and deposited same at the bank. Arranged courier for cheques that did not belong to BDO. Scanned them and saved copy of same.	1.0
S. Armes	3-Apr-25	On site at Melair to meet two liquidators, updating the listing from the Ministry of Transportation report to the Registrant Identification Number ("RIN") report.	5.0
S. Armes	4-Apr-25	Answering creditor calls and emails throughout the day.	1.0
T. Montesano	4-Apr-25	Numerous calls with G. Cerrato re WEPPA, review of calculation, makes changes at requested.	1.5
J. Parisi	4-Apr-25	Review proposal from McDougall. Prepare POA for return of licence plates. Discussions with Denis re various issues.	1.2
G. Cerrato	4-Apr-25	Calls with T. Montesano re WEPP issues; review of payroll information; call with J. Parisi to discuss same; review of payroll file; review of invoices to be paid.	1.8
J. Parisi	5-Apr-25	Call with Denis and Kyle regarding goods in trailers. Discussions regarding cash receipts.	0.6
J. Parisi	7-Apr-25	Finalize court report. Review Laurentian Bank's claim. Review final WEPP calculations for JBT. Correspondence with D. Santos regarding return of plates.	1.8
N. Sagolili	7-Apr-25	Receipt and review of various e-mails. Correspond with S. Armes re: payroll documentation.	0.6
G. Cerrato	7-Apr-25	Call with T. Montesano to review WEPPA claims and schedule; update excel worksheet.	1.5
T. Montesano	7-Apr-25	Call with G. Cerrato re WEPPA schedules, review of wages paid, update POC and WEPPA tracker accordingly.	2.5
S. Armes	8-Apr-25	Responding to phone calls throughout the day.	1.0

Staff	Date	Comments	Hours
N. Sagolili	8-Apr-25	Coordinate payment of various QuickBooks subscriptions. Discussion with S. Armes and T. Montesano re: CRA audit. Various e-mails from TD and creditors.	1.9
J. Parisi	8-Apr-25	Review WEPP, review payments, review payroll for week, review emails from secured creditors and respond.	1.1
T. Montesano	8-Apr-25	Create TIF for JBT WEPPA applicants, e-mail WEPPA package to WEPPA applicants.	4.5
G. Cerrato	8-Apr-25	Review of Bank of Montreal Conditional Sales Contract and forward to T. Hogan.	0.6
N. Sagolili	9-Apr-25	E-mails from creditors.	0.1
S. Armes	9-Apr-25	Summarized cheques received on 4/9/2025 and answering calls throughout the day.	1.5
T. Montesano	9-Apr-25	Prepare and enter receivable deposits.	1.0
J. Parisi	9-Apr-25	Review documents provided by PNC, review memo from Harrison Pensa. Review and approve deposits into the various accounts. Calls with Jennifer Martin re payroll and pension payments.	0.7
N. Sagolili	10-Apr-25	E-mails from TD, creditors, and former employees. Discussions with S. Armes.	0.5
S. Armes	10-Apr-25	Answering calls/emails throughout the day.	0.5
T. Montesano	10-Apr-25	Prepare wire transfer letter and cheque requisition re Xpera Risk Mitigation.	0.6
J. Parisi	11-Apr-25	Review offer from CAT Industrial Properties on real estate. Correspondence with Treehouse regarding trailers in their possession. Review email from employee suggesting they were working post date of receivership.	0.6
T. Montesano	11-Apr-25	Receive, review and submit WEPPA proof of claims to Service Canada, update WEPPA tracking sheet	0.9
G. Cerrato	11-Apr-25	Review of offer from CAT Industrial Properties; arrange for payment of invoices; call security company.	0.7
J. Parisi	12-Apr-25	Review correspondence re Trade-Mark lien.	0.2
J. Parisi	14-Apr-25	Discussions with D. Santos regarding parties attending the premise. Discussions with J. Martin re A/R collections and HWD closing. Call with Gowlings regarding Breadner proof of deliveries.	0.9
G. Cerrato	14-Apr-25	Call with J. Parisi re status of Breadner trailers; discussion re IT company and dealing with outstanding invoices; discuss other outstanding issues.	0.8
N. Sagolili	15-Apr-25	Call with TD.	0.5
S. Armes	15-Apr-25	Calling/answering brokers, owner operators, creditors throughout the day.	1.0

Staff	Date	Comments	Hours
J. Parisi	15-Apr-25	Update call with TD. Call with Jennifer Martin to obtain an update on A/R collections. Call with Avison regarding counter off on building. Correspondence with Canadian Tire and Cakerie.	0.9
T. Montesano	15-Apr-25	Review enter and admit WEPP POC into Service Canada, correspond with WEPP claimants, update WEPP tracker accordingly.	1.2
N. Sagolili	16-Apr-25	Respond to e-mails from various carriers.	0.4
N. Sagolili	16-Apr-25	E-mails from TD.	0.1
T. Montesano	16-Apr-25	Correspond with WEPP claimants, receive review WEPP proof of claims, update Service Canada.	1.3
S. Armes	16-Apr-25	Responding to creditors emails.	0.5
N. Sagolili	17-Apr-25	Respond to inquiries from carriers.	0.3
G. Arenas	17-Apr-25	Received multiple cheques payable to different entities of the group. Scanned them and requested for directions on how to deposit same.	0.4
J. Parisi	17-Apr-25	Attend court for broker payable language to be amended to order.	0.5
N. Sagolili	21-Apr-25	E-mails re: AR collections. Correspond with S. Armes re: CRA trust examination and payroll requests.	0.2
J. Parisi	21-Apr-25	Call with Denis Mederios re forklifts, call with Kyle regarding Blackberry. Call with Cakerie regarding payment of outstanding amounts. Correspondence with TD.	0.6
T. Montesano	21-Apr-25	Correspond with WEPP Claimants, receive and review WEPP POC's, update Service Canada accordingly.	0.6
J. Parisi	22-Apr-25	Correspondence with Dare Foods, Ritchie Bros and D. Santos. Correspondence with Infiniti regarding vehicle releases. Review vehicle equity analysis.	1.1
N. Sagolili	22-Apr-25	Coordinate payment of various QuickBooks subscriptions. Review of Amended Receivership Order, and coordinate update of website. E-mails re: AR collections.	0.9
J. Parisi	22-Apr-25	Review correspondence with Cakerie regarding payment of o/s amounts.	0.4
T. Montesano	22-Apr-25	Send request to IT to upload documents to website.	0.5
S. Armes	22-Apr-25	Preparing release letter for JBT personal passenger vehicles.	2.0
G. Cerrato	22-Apr-25	Review of passenger vehicle appraisal information and update schedule of equity.	0.6
J. Parisi	23-Apr-25	Review correspondence with PNC, review releases. Call with T. Hogan regarding Nissan leases. Review equity calculations. Correspondence with Cakerie regarding	1.1

Staff	Date	Comments	Hours
		payment of o/s receivables. Calls with Danny. Call with Ritchie Bros re their proposal.	
N. Sagolili	23-Apr-25	Correspond with S. Armes re: information requested from CRA re: payroll.	0.2
N. Sagolili	23-Apr-25	E-mails re: AR collections and carrier payables.	0.1
G. Arenas	23-Apr-25	Received a substantial amount of mailing. Organized and separated mail. Handed mail to the person in charge. Scanned cheques and requested with directions on how to deposit them. Drafted deposit slips, recorded cheque, and deposited same at the bank.	1.0
S. Armes	23-Apr-25	Release letter template for JBT Mercedes personal passenger vehicles & calls/emails with creditors throughout the day.	1.5
G. Cerrato	23-Apr-25	Call with former employee to discuss WEPPA claim and wage arrears; email to Jennifer re same.	0.6
N. Sagolili	24-Apr-25	Respond to carrier inquiries.	0.2
J. Parisi	24-Apr-25	Corresponding with Sousa and PNC. Update call with C. Mills. Review documents provided by Breadner and correspondence with T. Hogan re same.	1.3
N. Sagolili	24-Apr-25	E-mails re: various matters, including payroll.	0.1
T. Montesano	25-Apr-25	Receive and review WEPP POC, enter and submit to Service Canada	0.5
S. Armes	25-Apr-25	Answering receivership emails.	0.5
T. Montesano	25-Apr-25	File HST returns.	0.3
G. Cerrato	25-Apr-25	Arrange for security for site; call re trailer drop off; review of correspondence received.	0.6
J. Parisi	25-Apr-25	Review broker payable analysis with Jennifer.	0.9
N. Sagolili	25-Apr-25	Receipt and review of various e-mails.	0.3
J. Parisi	28-Apr-25	Call with Sousa Trailers. Call with T. Hogan to discuss Breadner. Correspondence with Mercedes.	0.8
T. Montesano	28-Apr-25	Receive and review WEPP proof of claims, correspond with WEPP claimants.	0.4
N. Sagolili	29-Apr-25	E-mail from TD. Review of letter from legal counsel of former employee and respond to same.	0.3
N. Sagolili	29-Apr-25	Respond to carrier inquiry. Various e-mails re: AR.	0.3
G. Arenas	29-Apr-25	Retrieve transaction history for all the accounts, and reconciled transactions that have not been recorded in Ascend.	1.0
S. Armes	29-Apr-25	Calls with T. Montesano regarding the HST Audit from CRA & preparation of the Enbridge cheque requisitions.	1.0
T. Montesano	29-Apr-25	Receive WEPP POC's update Service Canada accordingly.	0.8

Staff	Date	Comments	Hours
T. Montesano	29-Apr-25	Call with S. Armes re HST examination JBT, request access to QuickBooks, logon to QuickBooks, review of information re respond to CRA.	1.5
G. Arenas	30-Apr-25	Received multiple cheques pertaining to the JBT group. Scanned them and requested further information.	0.5
J. Parisi	30-Apr-25	Calls with J. Martin related to A/R claimed to be related to Heritage Southern and for IT related support. Call with T. Hogan regarding PMSI for Mercedes.	0.8
N. Sagolili	30-Apr-25	E-mails from TD. E-mails re: various other receivership matters. E-mails to/from J. Martin re: pre-receivership and post-receivership HST returns. Coordinate payment of QuickBooks subscription.	0.8
N. Sagolili	30-Apr-25	E-mails re: AR collections. E-mails from carriers.	0.3
N. Sagolili	1-May-25	E-mails from TD. Inquiry from owner-operator. Correspond with T. Montesano re: HST returns. E-mails re: IT services. Coordinate payment of QuickBooks subscription.	0.6
G. Arenas	1-May-25	Updated all deposits received for all the companies. Drafted deposit forms.	0.8
J. Parisi	2-May-25	Discussion with T. Hogan re Mercedes and review memos from Harrison Penson re same. Correspondence with Nissan and PNC regarding release of vehicles to these parties. Discussions with T. Hogan regarding closing documents for HWD and changes re indemnity. Signing final documents.	0.7
T. Montesano	2-May-25	Work on response to CRA HST examination	1.2
N. Sagolili	2-May-25	Various e-mails from TD. E-mails re: various matters, including assets and IT services. E-mails from creditors.	0.6
J. Parisi	3-May-25	Review statement of claim from Rydex. Correspondence with T. Hogan re same.	0.3
J. Parisi	5-May-25	Discussions with RB to discuss pick up 2 vehicles in USA. Discussions with Tristan from Bolton Smith regarding IT server. Review correspondence from insurer regarding a lien bond.	0.9
N. Sagolili	5-May-25	Phone call with J. Martin re: HST returns and other matters. Review of various e-mails. Creditor inquiries. Various e-mails re: AR cheques. Look into matter re: AR cheques. Attend re: requests from Canada Revenue Agency.	1.5
S. Armes	5-May-25	Speaking with individuals on the phone for payment and responding to creditor's emails.	0.5
T. Montesano	5-May-25	Send Notice of Assessment to N. Sagolili	0.1
T. Montesano	5-May-25	Receive WEPPA proof of claims, update Service Canada accordingly.	0.4
J. Parisi	6-May-25	Various email correspondence with Jonse Deslaurier regarding lien bond premiums and correspondence with T.	0.7

Staff	Date	Comments	Hours
		Hogan re same. Call with Bolton Smith regarding preservation of data.	
G. Arenas	6-May-25	Processed cheque requisition.	0.2
N. Sagolili	6-May-25	Call with S. Armes re: information requested by CRA.	0.4
T. Montesano	6-May-25	Prepare documents for HST examination, log onto QuickBooks pull information, and copies of all invoices required	5.5
S. Armes	6-May-25	Responding to various creditor's emails & phone calls. Discussion with N. Sagolili & T. Montesano regarding the requirements for the JBT audit. Pulling the payroll reports for the JBT, HTL & HWD payroll audit. Pulling Accounts Payable listings for the JBT audit. Speaking with Jennifer on the phone to get items for us.	3.5
G. Cerrato	6-May-25	Call with T. Bolton together with J. Parisi; review of emails;	1.0
G. Arenas	7-May-25	Received cheques and requested for instructions on how to deposit them.	0.3
N. Sagolili	7-May-25	Discussions with T. Montesano re: CRA audits for HST and payroll.	0.2
J. Parisi	7-May-25	Call with Jennifer Martin regarding various collection issues. Call with Danny Santos regarding forklifts on the premises.	0.4
N. Sagolili	7-May-25	Respond to carrier inquiry.	0.1
S. Armes	7-May-25	Communication with J. Parisi for the mailbox, communication with creditors throughout the day, communication with K. Medeiros.	0.5
N. Sagolili	8-May-25	Various e-mails re: assets. Discussion with T. Montesano re: CRA requests.	0.3
J. Parisi	8-May-25	Call with Nissan. Call with D. Santos regarding releases. Call with Bolton Smith. Call to Miller Thomson regarding forklift.	0.8
N. Sagolili	9-May-25	Various e-mails re: bank accounts and other matters. E-mails from creditors.	0.3
J. Parisi	9-May-25	Update call with N. Sagolili. Call with D. Santos to discuss Nissan and PNC releases.	0.4
G. Cerrato	9-May-25	Review of emails; call with Danny; arranging for security;	0.9
N. Sagolili	12-May-25	Receipt and review of e-mails. Review of legal invoice. Correspond re: IT services and AR collections. Various e-mails re: refund from The Edge Benefits. Review of invoice and prepare wire requisition. Follow-up with J. Martin re: update on AR collections. Receipt of signed released and pictures of Infiniti vehicles, and e-mails re: same. Update inventory file. E-mails from TD.	1.5
T. Montesano	12-May-25	Upload response to HST Audit to CRA.	1.3
G. Cerrato	12-May-25	Call with J. Parisi re Sousa invoicing; forward Sousa invoicing to counsel.	1.0

Staff	Date	Comments	Hours
G. Arenas	13-May-25	Processed wire payment. Processed transfer of funds between REC account and LIENS account.	0.6
J. Parisi	13-May-25	Call with Fast Freight. Correspondence with PNC.	0.4
N. Sagolili	13-May-25	Review and sign wire letter. Review of RIN report, compile VIN's on RIN report and cross-reference to asset list.	1.6
G. Cerrato	13-May-25	Review of email correspondence.	0.3
G. Arenas	14-May-25	Processed cheque requisition.	0.3
N. Sagolili	14-May-25	Discussion with T. Montesano re: CRA audit. Obtain additional reports from QuickBooks for CRA audit. Review of invoices and prepare cheque requisitions. Various e-mails re: AR cheques, payroll, etc. E-mails from legal counsel.	1.4
N. Sagolili	14-May-25	Respond to carrier inquiry.	0.1
T. Montesano	14-May-25	Prepare payment of invoice.	0.3
T. Montesano	14-May-25	Log onto QuickBooks extract information for response to CRA's payroll audit.	1.0
J. Parisi	14-May-25	Review letter from F. Tayar regarding Sousa Trailers.	0.3
N. Sagolili	15-May-25	Discussion with T. Montesano re: set-up of portal and obtaining various financial information. Various e-mails re: assets, payroll, creditors, AR cheques, etc. Compile list of assets on RIN report not yet identified, and e-mail same to K. Medeiros. Various e-mails from legal counsel.	1.4
N. Sagolili	15-May-25	Respond to carrier inquiries.	0.2
G. Arenas	15-May-25	Received multiple cheques for JBT Group. Communicated with J. Martin to confirm correct allocation. Created deposit forms, and deposit slips. Deposited cheques at the bank.	1.2
T. Montesano	15-May-25	Prepare response to CRA Payroll examination, update documents to CRA portal.	1.3
J. Parisi	15-May-25	Correspondence with PNC, D. Santo and W. Greenspoon (Garfinkle Biderman) regarding release of vehicles.	0.3
G. Cerrato	15-May-25	Call from Danny; coordinating security over holiday; respond to email inquiry re hours.	0.6
J. Parisi	16-May-25	Correspondence with T. Hogan regarding Breadner's. Call with Simran - collections agent. Call with Bolton Smith. Call with PNC's counsel. Review correspondence to Breadner	0.8
N. Sagolili	20-May-25	E-mails re: release of assets. Correspond with R. George re: legal invoice. Review of commentary on status of AR collections. Coordinate payment of various QuickBooks subscriptions. Review of information from Transplus. Draft update on AR and IT services.	2.8
N. Sagolili	20-May-25	Respond to carrier inquiries.	0.2
J. Parisi	20-May-25	Email correspondence with Maynards. Call to Bolton Smith	0.2

Staff	Date	Comments	Hours
N. Sagolili	21-May-25	Discussion with J. Parisi re: AR collections and IT services. E-mails re: payments and assets. Draft and send e-mail update on AR collections. E-mail to J. Martin re: updated broker payable reconciliation. E-mails to/from D. Santos re: release of assets. Receipt of executed releases. E-mails re: LBEL / Northpoint Financial assets. Various updates to inventory file. E-mails re: payment of invoice. E-mail to Transplus re: access to software.	2.5
J. Parisi	21-May-25	Call with N. Sagolili to discuss A/R collections and discussions re Transplus.	0.6
N. Sagolili	22-May-25	Correspond with Transplus. Various e-mails re: trailers located in US. Various updates to inventory file.	0.7
N. Sagolili	22-May-25	Respond to carrier inquiry.	0.1
G. Arenas	22-May-25	Processed transfer of funds between JBT and Melair. Processed cheque requisition for Melair.	0.7
J. Parisi	22-May-25	Call with T. Hogan to discuss lien bond and Sousa trailers.	0.4
N. Sagolili	23-May-25	Coordinate payment of QuickBooks subscription.	0.3
G. Cerrato	23-May-25	Reviewing email correspondence on lease priorities.	0.5
N. Sagolili	26-May-25	Review of claim submitted by former employee, and e-mail to employee's counsel re: same. Various e-mails from TD. Various e-mails re: assets. Review of Statement of Claim from creditor, and e-mail to creditor's legal counsel. Receipt and review of revised 2024 T4 slips from Canada Revenue Agency.	1.4
S. Armes	26-May-25	Responding to creditor emails/calling creditors for JBT/HTL/HWD.	2.5
T. Montesano	26-May-25	Receive and mail out amended T4 prepared by CRA to former employees.	0.5
T. Montesano	26-May-25	Correspond with J. Bogdanski re WEPP POC submitted,	0.6
N. Sagolili	26-May-25	Review of responses from Company re: assumptions of cash flow projection, and compile follow-up questions. Drafting of projection section of report.	3.4
N. Sagolili	27-May-25	E-mails re: AR collections. E-mails from legal counsel. Review of WEPP claim documentation from terminated employee and e-mail from/to employee's counsel re: same. Obtain payroll information from QuickBooks, and instructions to T. Montesano re: WEPP claim. Review WEPP package and calculation and provide comments to T. Montesano. E-mail revised WEPP package to former employee's legal counsel. Phone calls with J. Martin and W. Desantis re: remaining receivership tasks and other matters. E-mails to/from Transplus re: access to software. Prepare wire requisition.	2.4
N. Sagolili	27-May-25	E-mail to J. Martin re: broker payables. Respond to various e-mails from carriers.	0.4

Staff	Date	Comments	Hours
G. Arenas	27-May-25	Recorded deposits.	0.3
J. Parisi	27-May-25	Call with Jenifer regarding finalization of AR collections and update broker payables. Correspondence with Cakerie.	0.6
T. Montesano	27-May-25	Correspond with N. Sagolili re WEPP for R. McCormick, prepare WEPP POC, update WEPP tracker accordingly.	0.5
T. Montesano	27-May-25	Send CRA correspondence to N. Sagolili.	0.2
S. Armes	27-May-25	Phone calls/responding to emails from creditors throughout the day.	0.5
N. Sagolili	28-May-25	Respond to legal counsel of creditor. E-mails to J. Martin and W. Desantis re: term and task. E-mails from/to Transplus re: software. Preparation of wire requisition. Draft term and task letters. Various e-mails re: assets and update inventory file. Review and sign wire letter. Various e-mails to/from Transplus re: software. E-mails from/to TD re: funds deposited into bank accounts. Updating inventory list for revised liquidator proposals.	2.8
G. Arenas	28-May-25	Processed wire payment.	0.5
N. Sagolili	28-May-25	E-mail from SC Johnson Professional re: carrier invoices paid, review of broker payable reconciliation re: same, and e-mail to J. Martin re: carriers. Various correspondence with carriers. Review of broker payables relating to the Cakerie AR and e-mail to legal counsel re: same.	0.8
S. Armes	28-May-25	Preparation of cheque requisitions. Including the preparation of transfer of funds.	1.0
G. Arenas	29-May-25	Transfer of funds from JBT to Melair, and processed cheque requisition from Melair.	0.5
N. Sagolili	29-May-25	Various e-mails from TD. Review of summary of deposits from TD, and coordinate transfer of funds to receivership accounts. Instructions to G. Arenas re: funds from TD. E-mail from Transplus re: software. E-mails from legal counsel. E-mails from/to Transplus re: software. E-mails from legal counsel. Call with legal counsel re: various matters. Discussion with J. Parisi re: various matters. Updating inventory list for revised liquidator proposals. Request various VIN history reports from legal counsel. Finalize and e-mail term and task letters. Coordinate physical inventory of trucks and trailers.	2.6
N. Sagolili	29-May-25	E-mail from/to carrier.	0.1
J. Parisi	29-May-25	Update call with T. Hogan and N. Sagolili	0.7
N. Sagolili	30-May-25	Correspond with Transplus re: software. Discussions re: obtaining supporting documentation from Transplus software.	0.2
G. Arenas	30-May-25	Transfer of funds from JBT to Melair, and processed cheque requisition from Melair.	0.5

Staff	Date	Comments	Hours
G. Cerrato	30-May-25	Review of Avison & Young progress report.	0.2
N. Sagolili	31-May-25	E-mail from/to carrier.	0.1
N. Sagolili	31-May-25	Update on physical inventory count. E-mails re: funds transfer from TD.	0.1
J. Parisi	31-May-25	Broker Payables - Correspondence with Teams regarding their unpaid broker payables.	0.2
J. Parisi	1-Jun-25	Correspondence with Flash Freight regarding sale of vehicles in their possession. Review affidavit from Breadner. Email to T. Hogan re same.	0.6
N. Sagolili	2-Jun-25	Call with Transplus re: software installation. Various correspondence with IT department re: access to Transplus software. Follow-up e-mail to J. Martin and W. Desantis re: term and task agreements. Receipt of signed term and task agreement. E-mails re: funds received from TD. Review and sign various cheque requisitions, deposit slips, and wire transfer letters. Review and revise inventory file and compile follow-up questions. Receipt of pictures of various assets.	1.6
G. Arenas	2-Jun-25	Received wires from TD bank and recorded them accordingly. Prepared forms and letters to transfer funds to other accounts related to the JBT Group. Communicated with the bank, and updated records accordingly.	1.2
N. Sagolili	2-Jun-25	Respond to carrier inquiries.	0.1
S. Armes	2-Jun-25	Responding to creditor emails.	0.3
N. Sagolili	3-Jun-25	Respond to carrier inquiries.	0.2
N. Sagolili	3-Jun-25	Review of AR details for current amount owed by The Cakerie, and various e-mails re: same. Various e-mails re: term and task letter. Revise term and task agreement. Various e-mails re: physical count of trucks and trailers. Re-run AR listings, and instructions to S. Armes re: customer statements.	1.9
J. Parisi	3-Jun-25	Review correspondence to the Cakerie and provide comments.	0.3
J. Parisi	3-Jun-25	Correspondence with Danny regarding trailer to be delivered to the yard. Correspondence with Meridian regarding leased vehicles. Correspondence with Ritchie Bros regarding current values of trailers for purpose of buyouts	0.8
N. Sagolili	4-Jun-25	Various e-mails to/from The Cakerie and review details on remittance. Obtain various AR customer statements. Various e-mails re: assets. Look into access to Transplus software. Discussion with J. Parisi re: various matters. Update inventory file.	2.3
S. Armes	4-Jun-25	Responding to creditor's emails in regards to payments. Pulling receivable statements from the accounting systems for follow up and demands.	2.0

Staff	Date	Comments	Hours
N. Sagolili	5-Jun-25	E-mails from The Cakerie. E-mails from TD. Coordinate access to Transplus software. Follow-up with J. Martin re: term and task agreement. Update inventory file and investigate discrepancies. Discussions with D. Santos re: assets at premises. Request various VIN reports from legal counsel. Preparation of inventory list for liquidators.	2.5
S. Armes	5-Jun-25	Pulling the remaining A/R statements from the accounting system.	2.0
G. Cerrato	5-Jun-25	Call with D. Caruso and E Luongo from Rentex re JBT sale of assets.	0.4
S. Armes	6-Jun-25	Pulling the accounts receivable statements for JBT from the accounting system to being the reconciliation process for creditors. Ongoing replying to creditors.	3.0
N. Sagolili	6-Jun-25	Coordinate access to Transplus software. Receipt and review of VIN reports, and e-mails from/to legal counsel re: same. Correspond with D. Santos re: physical inventory count. Update inventory file. Preparation of asset list for liquidation proposals. E-mails to various liquidators. E-mails re: AR payment from The Cakerie. Various e-mails re: payroll.	2.8
G. Arenas	6-Jun-25	Received EFT, recorded it in Ascend, and updated records accordingly.	0.3
T. Montesano	6-Jun-25	Receive and review WEPP POC's, update Service Canada accordingly.	0.5
J. Parisi	9-Jun-25	Review email correspondence from Cakerie and respond.	0.4
G. Arenas	9-Jun-25	Drafted cheque requisition and letter to process wire payment. Recorded transaction accordingly and updated records.	0.5
N. Sagolili	9-Jun-25	Coordinate installation of Transplus software. Various e-mails re: AR collections. E-mails from/to and phone calls with various liquidators. E-mails re: term and task, and review of term and task invoice. Prepare cheque requisition.	1.6
N. Sagolili	9-Jun-25	E-mails from carriers.	0.1
J. Parisi	9-Jun-25	Review proposal from Corporate Assets, call with J. Lizeski re same. Call with K. Medeiros regarding vehicles. Call to Dan bell re vehicles in his possession.	0.8
S. Armes	9-Jun-25	Responding to emails/phone call for a few different carriers.	0.3
G. Arenas	10-Jun-25	Recorded EFT received by The Original Cakerie into the AR collections account.	0.3
J. Parisi	10-Jun-25	Correspondence with the Cakerie regarding funds received and funds paid to incorrect account. Correspondence with Corporate Assets and Hilco regarding proposals. Correspondence with RBC regarding bank account activity.	0.4

Staff	Date	Comments	Hours
J. Parisi	10-Jun-25	Correspondence with Cakerie regarding outstanding payments.	0.3
N. Sagolili	10-Jun-25	Various phone calls and e-mails from/to liquidators. Look into inquiries from liquidators. Coordinate access to Transplus software. Receipt and review of liquidation proposal. Begin preparation of analysis of liquidation proposals. Various e-mails re: AR collections, and funds from The Cakerie. Calculation of equity in various leased assets.	2.3
T. Montesano	10-Jun-25	Receive WEPP payment approvals update WEPP tracking sheet, send follow-up to WEPP claimants to file their POC, prepare payment of OR filing fees.	1.5
G. Arenas	11-Jun-25	Processed cheque requisitions for filing fees for : JBT, Heritage TL and Heritage WD	0.4
N. Sagolili	11-Jun-25	Various e-mails from/to liquidators. Look into inquiries from liquidators. Coordinate access to Transplus software. Calculation of equity in various leased assets. Various e-mails re: payroll.	1.5
S. Armes	11-Jun-25	Responding to various emails from carriers for a update on payments.	0.5
T. Montesano	11-Jun-25	Draft wire transfer letter and cheque requisition re payment to Xpera risk, send follow-up e-mail to WEPP claimants re submitting their proof of claims.	0.8
G. Cerrato	11-Jun-25	Follow up on asset listing; review of invoicing for security and approve for payment.	0.5
G. Arenas	12-Jun-25	Sent request for wire payment. Recorded transaction in Ascend, and updated records accordingly.	0.3
S. Armes	12-Jun-25	Responding to emails/a phone call from unsecured creditors.	0.5
N. Sagolili	12-Jun-25	Review of estimated values of trucks and trailers from Ritchie Bros. And e-mails re: same. Review of buyout statements from secured creditors. Update equity calculations for leased assets. Various communications re: payroll. Attend re: access to RBC bank account in order to make payroll payments. Various correspondence with liquidators. E-mail to Volvo re: proof of claim submitted. Review of payroll report, process payroll payments, and e-mails to/from J. Martin re: same. Receipt and review of liquidation proposals.	2.5
N. Sagolili	13-Jun-25	Discussion with J. Parisi re: various matters. Updating asset equity calculations. Review of liquidation proposals and send various e-mails to liquidators re: same. Update asset listing. Various e-mails and phone calls with liquidators re: proposals.	1.7
S. Armes	13-Jun-25	Per discussion with N. Sagolili the organization/renumbering of photos in the drive.	2.0
J. Parisi	13-Jun-25	Review various proposals and request additional info. Discussions with N. Sagolili re same.	0.6

Staff	Date	Comments	Hours
N. Sagolili	16-Jun-25	Various communications with liquidators. Review of liquidation proposals and prepare liquidation proposal summary. Receipt and review of numerous e-mails.	1.6
G. Arenas	17-Jun-25	Recorded interest and bank charges.	0.5
N. Sagolili	17-Jun-25	Follow-up with Volvo re: proof of claim. Discussions with P. Kouadio re: obtaining AR documentation from Transplus software. Prepare template for AR letters, compile related information, and instructions to P. Kouadio re: same. Review of liquidation proposals and prepare liquidation proposal summary.	1.8
P. Kouadio	17-Jun-25	Various correspondence with N. Sagolili re: AR letters to customers; Review and draft AR letters; Correspond with Transplus re: Fleet Manager.	1.4
N. Sagolili	18-Jun-25	E-mails from TD. Review of liquidation proposals and prepare liquidation proposal summary. Discussion with J. Parisi re: liquidation proposals. Various e-mails to/from liquidators. Attend re: access to Transplus software.	1.8
N. Sagolili	18-Jun-25	E-mails from carriers.	0.1
T. Montesano	18-Jun-25	Review WEPP payment approvals, update WEPPA tracker	0.6
N. Sagolili	19-Jun-25	Attend re: access to Transplus software. Various correspondence with liquidators re: proposals and removal of leased assets from proposals. Review of liquidation proposal summary with G. Cerrato and J. Parisi. Receipt and review of further revised liquidation proposals. Various updates to proposal summary. Review of payroll report and coordinate payment of payroll. E-mails and phone call with J. Martin re: payroll and bank account. Attend re: restrictions on RBC bank accounts, and e-mails to RBC re: same. Prepare wire requisitions re: payroll. Sign various wire letters. Attend re: finalization of AR letters.	3.4
G. Arenas	19-Jun-25	Processed two wire payments for Elden.	0.6
J. Parisi	19-Jun-25	Review liquidation proposal analysis. Call with N. Sagolili re same and request update.	1.1
P. Kouadio	19-Jun-25	Prepare AR letters, finalize packages and send individual emails to multiple AR customers; Correspond with L. Dobush re: same and provide instructions.	4.7
L. Dobush	19-Jun-25	Call with Paul to discuss what tasks to complete. Converting 51 combined pdfs of customer letters into single pdfs, converting 51 excel documents to PDF, combining 51 customer letters, with PDF excel, with Court Order and payment details, and saving them on the network.	3.6
G. Cerrato	19-Jun-25	Review of JBT proposals; discussion with J. Parisi re same.	1.0
G. Arenas	20-Jun-25	Processed two wire payments for payroll.	0.5
N. Sagolili	20-Jun-25	E-mails re: AR letters. Review and sign wire letters.	0.1

Staff	Date	Comments	Hours
P. Kouadio	20-Jun-25	Respond to multiple emails and calls from AR customers; Coordinate responses with T. Montesano and S. Armes, and various emails to N. Sagolili re: same; Calls and emails with T. Montesano re: inquiries from AR customers.	2.6
T. Montesano	20-Jun-25	Correspond and respond with vendors inquires re A/R letters	1.0
S. Armes	20-Jun-25	Correspondence with P. Kouadio with regards to A/R for JBT & calling individuals to get contact information.	1.0
P. Kouadio	23-Jun-25	Respond to multiple emails and calls from AR customers; Emails with T. Montesano re: same; Multiple attempts to pull invoices and pods from Fleet Manager and emails with Transplus and N. Sagolili re: same.	1.8
N. Sagolili	23-Jun-25	Various updates to liquidation proposal summary, and draft and send e-mail re: same to TD. Receipt and review of revised liquidation proposal. E-mails to/from and phone calls with various liquidators. E-mails re: access to Transplus software. Receipt and review of various e-mails re: AR collection letters. E-mail to RBC re: access to bank accounts. Coordinate payment of QuickBooks subscriptions. Calculate costs to secure vehicles. Correspond with T. Montesano re: WEPPA. Correspond with P. Kouadio re: POD's and invoices.	3.5
N. Sagolili	23-Jun-25	E-mail from carrier.	0.1
J. Parisi	23-Jun-25	Review proposal update. Correspondence with N. Sagolili, G. Cerrato and J. Martin regarding payroll, receivable collections, etc. Review and sign various releases. Review cost recovery calculation and correspondence with T. Hogan.	1.8
S. Armes	23-Jun-25	Preparation of cheque requisition for Enbridge utilities.	0.5
Riyan George	23-Jun-25	Convert invoice from "Harrison Pensa Lawyers" PDF to Excel.	1.5
N. Sagolili	24-Jun-25	Various e-mails and discussions re: AR letters. Receipt and review of term and task invoice and coordinate payment. Various e-mails re: leased assets. Various correspondence with RBC re: access to bank accounts. Prepare for and attend call with TD re: liquidation proposals. Discussions with P. Kouadio re: compilation of invoices and POD's, and access to Transplus. Various e-mails re: payroll.	2.2
G. Arenas	24-Jun-25	Processed cheque requisition to pay legal fees. Processed transfer of funds from JBT to Melair. Processed cheque requisition from Melair to pay utilities.	0.6
J. Parisi	24-Jun-25	Prep for call with TD. Attend call with TD to walk through liquidation proposals. Call to liquidators to discuss proposals.	1.2
P. Kouadio	24-Jun-25	Call and emails with N. Sagolili re: invoices and pods; Emails to Transplus and company re: issues on Fleet Manager.	0.8
T. Montesano	24-Jun-25	Prepare payment of invoice	0.4
S. Armes	24-Jun-25	Communication with N. Sagolili & P. Kouadio on A/R letters. Communication with G. Arenas re: cheque requisition	0.5

Staff	Date	Comments	Hours
		processing. Preparation of cheque requisition for Jennifer Martin.	
G. Cerrato	24-Jun-25	Review of NL Short term auto policy; email to insurer; call with C. Donnelly re insurance premium for NL policy. Dealing with D. Santos payroll problems;	0.7
N. Sagolili	25-Jun-25	Receipt and review of numerous e-mails. E-mails to/from The Cakerie re: AR. Attend re: access to Transplus software and compilation of invoices and POD's. E-mails re: leased assets. Various e-mails re: AR collections.	0.9
N. Sagolili	25-Jun-25	Respond to carrier inquiry.	0.1
J. Parisi	25-Jun-25	Call with McDougall Auctions and review revised offer. Correspondence with TD regarding offer. Update NRV. Correspondence with D. Santos.	1.2
S. Armes	25-Jun-25	Communication with three carriers and individuals for A/R Letters.	0.5
N. Sagolili	26-Jun-25	E-mails re: liquidation proposals. Instructions to J. Martin re: payroll. Prepare payroll wire requisitions. Review of buyout information from Volvo, and update equity calculations. Various e-mails re: AR collections. Review of payroll report and coordinate payment. Review and sign transfer letter. Review and sign wire letters. Various e-mails re: Breadner assets. Various correspondence re: access to Transplus and compilation of invoices and POD's. E-mail to The Cakerie re: receivables.	1.8
N. Sagolili	26-Jun-25	Respond to carrier inquiry.	0.1
G. Arenas	26-Jun-25	Processed wire payment for payroll.	0.5
J. Parisi	26-Jun-25	Call with Kyle regarding funds deposited in Receiver's account. Correspondence with T. Hogan regarding Breadner issue. Correspondence with McDougall regarding auction. Updating NRV.	2.6
P. Kouadio	26-Jun-25	Call from T. Montesano re: AR tracker and inquiries from AR customers; Return inquiries from AR customers.	0.8
J. Parisi	27-Jun-25	Update NRV. Call with N. Sagolili to review NRV. Correspondence with T. Hogan regarding outstanding matters.	3.2
T. Montesano	27-Jun-25	Respond to inquires, track AR, update spreadsheet	0.9
N. Sagolili	27-Jun-25	Calculate post-receivership payroll costs for NRV analysis. Review of NRV analysis and discussion with J. Parisi re: same. Various communications re: payroll payments and receipt of wire confirmations. Correspond with T. Montesano re: former employee inquiry.	1.1
J. Parisi	29-Jun-25	Correspondence with BMO regarding return of vehicle.	0.1
N. Sagolili	30-Jun-25	E-mails from legal counsel re: liquidation agreement. E-mails re: payroll wire payments. E-mails from TD re: NRV	1.8



Staff	Date	Comments	Hours
		calculation. Respond to former employee inquiry. Discussion with J. Parisi re: NRV calculation. Download RBC bank transactions. Call to RBC re: access to bank accounts, and e-mail to RBC re: same. Review and revise NRV analysis.	
P. Kouadio	30-Jun-25	Return multiple inquiries from AR customers; Pull various invoices and pods for The Cakerie; Correspond with N. Sagolili re: same.	2.8
J. Parisi	30-Jun-25	Update NRV. Correspondence with D. Mederios re Edworthy Road.	1.4
G. Arenas	30-Jun-25	Confirmed and recorded EFT payment received by Ontario Drive & Gear Limited. Confirmed and recorded payment received by Meridian. Confirmed and recorded payment received by Q-Pharm Inc. Created deposit forms and updated records accordingly. JBT: inquired to RBC to trace two wire payments made to Daniel Santos. Made phone calls and followed up accordingly. Provided with backup documents to commence investigation.	1.0
T. Montesano	30-Jun-25	Prepare payment of invoices, prepare transfer of funds letter.	0.6
T. Montesano	30-Jun-25	Update AR tacker.	0.3



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Toronto ON M5E 1C5 Canada

INVOICE

Heritage Warehousing & Distribution Inc.
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

Date

July 4, 2025

Invoice No.

CINV

Re: Heritage Warehousing & Distribution Inc. - Receivership

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement as Receiver of the above noted entities for the period from March 14, 2025 to June 30, 2025 as per the details below:

For Professional Services	\$ 16,547.50
Disbursements: PPSA search	44.50
	16,592.00
HST - 13.0% (#R101518124)	2,156.96
Total Due	\$ 18,748.96

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	9.50	665.00	6,317.50
M. Marchand, Partner	0.50	665.00	332.50
N. Sagolili, Sr. Manager	10.60	575.00	6,095.00
T. Montesano, Sr. Analyst	11.70	325.00	3,802.50
TOTAL	32.30		\$ 16,547.50

Staff	Date	Comments	Hours
J. Parisi	14-Mar-25	Review APS, correspondence with T. Hogan regarding changes required. Correspondence with Denis and Kyle regarding same. Review updated calculation provided by J. Vivas.	1.6
J. Parisi	23-Mar-25	Prepare court report in respect of sale of HWD business.	3.5
J. Parisi	24-Mar-25	Call with T. Hogan to discuss finalizing the APS. Call with Denis re same.	0.4
M. Marchand	24-Mar-25	Review first court report; correspondence with J. Parisi re same.	0.5
J. Parisi	28-Mar-25	Edits to court report, review NOM and draft orders for approval of sale for HWD's assets. Various calls with Denis and Jennifer.	2.4
T. Montesano	7-Apr-25	Create WEPPA tracker and POC for WEPPA claimants.	1.5
T. Montesano	11-Apr-25	Receive and review WEPPA proof of claims; address questions from WEPPA claimants, update Service Canada and WEPPA tracker accordingly.	1.5
J. Parisi	17-Apr-25	Attend court for broker payable language to be amended to order. Approval of HWD transaction (recorded in HWD time code).	0.5
J. Parisi	18-Apr-25	Review and respond to correspondence from McCarthy's relating to a warehouse agreement with HWD for Next Charter.	0.3
N. Sagolili	21-Apr-25	Correspond with S. Armes re: CRA trust examination and payroll requests.	0.2
T. Montesano	25-Apr-25	File HST returns.	0.3
T. Montesano	28-Apr-25	Receive and review WEPPA proof of claims.	0.5
T. Montesano	28-Apr-25	Receive WEPPA POC's update Service Canada accordingly.	0.4
J. Parisi	29-Apr-25	Review closing documents and provide comments relate to the removal of the indemnity provisions.	0.3
N. Sagolili	30-Apr-25	E-mails re: sale closing. Look up HST information. E-mails to/from J. Martin re: pre-receivership and post-receivership HST returns.	0.3
J. Parisi	1-May-25	Review proposed changes to bill of sale and assumption agreement and provide comments to counsel. Review numerous emails from Recon regarding changes to indemnity previously provided. Discussions with T. Hogan re same.	0.5
N. Sagolili	1-May-25	E-mails from TD. Correspond with T. Montesano re: HST returns. E-mails re: IT services. E-mails to/from legal counsel re: sale transaction.	0.6
N. Sagolili	5-May-25	E-mails to/from legal counsel and call with J. Martin re: assumed liabilities.	0.5

Staff	Date	Comments	Hours
N. Sagolili	6-May-25	E-mails to/from legal counsel and D. Medeiros re: assumed liabilities. Call with S. Armes re: information requested by CRA.	0.5
N. Sagolili	7-May-25	Discussions with T. Montesano re: CRA audits for HST and payroll.	0.2
N. Sagolili	8-May-25	Discussion with T. Montesano re: CRA requests.	0.3
N. Sagolili	9-May-25	Follow-up e-mail to D. Medeiros re: assumed liabilities.	0.1
T. Montesano	9-May-25	Prepare documents for HST examination.	2.5
N. Sagolili	12-May-25	E-mails re: bank account.	0.1
T. Montesano	12-May-25	Upload response to HST Audit to CRA.	0.8
N. Sagolili	14-May-25	Discussion with T. Montesano re: CRA audit. Obtain additional reports from QuickBooks for CRA audit.	0.7
T. Montesano	14-May-25	Review of CRA correspondence, save same to network.	0.1
N. Sagolili	15-May-25	Discussion with T. Montesano re: set-up of portal and obtaining various financial information.	0.2
T. Montesano	15-May-25	Prepare response to CRA Payroll examination, update documents to CRA portal.	1.3
N. Sagolili	22-May-25	Various e-mails re: QuickBooks access.	0.1
N. Sagolili	23-May-25	Coordinate access to QuickBooks, and e-mails from/to J. Martin re: same. Coordinate payment of QuickBooks subscription.	0.6
T. Montesano	26-May-25	Review WEPPA POC's and update WEPPA tracker, update Service Canada accordingly, amend to and resend WEPPA poc to G. Keough.	0.8
N. Sagolili	28-May-25	E-mails from/to TD re: funds deposited into bank accounts.	0.1
N. Sagolili	29-May-25	Various e-mails from TD. Review of summary of deposits from TD, and coordinate transfer of funds to receivership accounts. Instructions to G. Arenas re: funds from TD. E-mail from Transplus re: software. E-mails from legal counsel. E-mails from/to J. Martin re: funds deposited in TD accounts.	0.3
N. Sagolili	16-Jun-25	E-mail re: AR cheque.	0.1
N. Sagolili	18-Jun-25	Review of AR payments deposited into HTL and JBT bank accounts, and various correspondence with J. Martin re: same. Prepare of wire requisitions.	1.2
T. Montesano	18-Jun-25	Review WEPPA payment approvals, update WEPPA tracker.	0.4
N. Sagolili	19-Jun-25	E-mail from J. Martin re: post-closing AR, and review of invoices. Coordinate wire payments of funds to Elden.	0.5
N. Sagolili	20-Jun-25	E-mail wire confirmations to J. Martin.	0.1
N. Sagolili	23-Jun-25	Coordinate payment of QuickBooks subscription.	0.3

Staff	Date	Comments	Hours
N. Sagolili	24-Jun-25	Attend re: ROE's and WEPPA.	0.2
T. Montesano	24-Jun-25	Prepare WEPPA claims for J. Martin and W. Desantis, send same to N. Sagolili for review.	0.8
N. Sagolili	26-Jun-25	Various e-mails from/to J. Martin re: funds deposited in bank accounts, and discussion with J. Parisi re: same. Receipt and review of bank transactions.	0.5
T. Montesano	26-Jun-25	Send WEPPA packages to W. Desantis and J. Martin, upload POC to Service Canada.	0.8
N. Sagolili	27-Jun-25	Review of NRV analysis and discussion with J. Parisi re: same.	0.3
N. Sagolili	27-Jun-25	Correspond with T. Montesano re: ROE's of former employees. Calculate post-receivership payroll costs for NRV analysis. Review of NRV analysis and discussion with J. Parisi re: same. E-mails from/to J. Martin re: funds in RBC bank account.	0.9
N. Sagolili	30-Jun-25	E-mails re: ROE's. E-mails from D. Medeiros re: funds in HWD bank account, and discussion with J. Parisi re: same. Review of documentation re: HWD AR deposits into bank accounts, and e-mail to J. Martin and D. Medeiros re: same. Prepare wire requisition. Discussion with J. Parisi re: NRV calculation. Download RBC bank transactions. Call to RBC re: access to bank accounts, and e-mail to RBC re: same. Review and revise NRV analysis.	1.7

APPENDIX G

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.

Respondents

**AFFIDAVIT OF VICTORIA ADAMS
(Sworn July 16, 2025)**

I, **VICTORIA ADAMS**, of the City of London, in the Province of Ontario, **MAKE OATH AND
SAY:**

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for BDO Canada Limited, in its capacity as Court-Appointed Receiver of the Respondents, JBT Transport Inc., Waydom Management Inc., Melair Management Inc., Heritage Truck Lines Inc., Drumbo Transport Limited, Heritage Northern Logistics Inc., and Heritage Warehousing & Distribution Inc., in the within proceeding, and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of March 5, 2025, to April 2, 2025.
3. Attached hereto and marked as **Exhibit "B"** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of March 5, 2025 to April 2, 2025 and an account statement detailing the services provided dated April 8, 2025.

4. Attached hereto and marked as **Exhibit “C”** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of April 4, 2025, to May 6, 2025.
5. Attached hereto and marked as **Exhibit “D”** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of April 4, 2025, to May 6, 2025, and an account statement detailing the services provided dated May 12, 2025.
6. Attached hereto and marked as **Exhibit “E”** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of May 9, 2025, to May 23, 2025.
7. Attached hereto and marked as **Exhibit “F”** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of May 9, 2025, to May 23, 2025, and an account statement detailing the services provided dated June 10, 2025.
8. Attached hereto and marked as **Exhibit “G”** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of May 26, 2025, to June 16, 2025.
9. Attached hereto and marked as **Exhibit “H”** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of May 26, 2025, to June 16, 2025, and an account statement detailing the services provided dated June 20, 2025.
10. Attached hereto and marked as **Exhibit “I”** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of June 17, 2025, to July 15, 2025.
11. Attached hereto and marked as **Exhibit “J”** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of June 17, 2025, to July 15, 2025, and an account statement detailing the services provided dated July 16, 2025.
12. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa ^{LLP} for services rendered in relation to similar proceedings.

13. The fees and disbursements of Harrison Pensa ^{LLP} in this matter from March 5, 2025 to July 15, 2025 are as follows:

- a. Total Billed Fees and Disbursements from March 5, 2025 to April 2, 2025 - \$38,475.88;
- b. Total Billed Fees and Disbursements from April 4, 2025 to May 6, 2025 - \$25,935.43;
- c. Total Billed Fees and Disbursements from May 9, 2025 to May 23, 2025 - \$4,477.07;
- d. Total Billed Fees and Disbursements from May 26, 2025 to June 16, 2025 - \$4,691.31;
- e. Total Billed Fees and Disbursements from June 17, 2025 to July 15, 2025 - \$15,306.92;

Total: \$88,886.61

14. The weighted average hourly rate charged by professionals at Harrison Pensa ^{LLP} is \$410.26.

15. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

Sworn before me: ☒ in person OR ☐ by video conference

by Victoria Adams at the City of London in the County of Middlesex, before me on July 16, 2025.



Commissioner for Taking Affidavits



VICTORIA ADAMS

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.

Respondents

EXHIBITS

TABS "A" TO "J" ARE THE
EXHIBITS TO THE AFFIDAVIT OF
VICTORIA ADAMS
SWORN THIS 16th DAY OF JULY, 2025



A Commissioner for taking Affidavits

EXHIBIT A

(From March 5, 2025 to April 2, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Christian J. Hamber	1995	14.70	\$600.00	\$8,820.00
	Timothy C. Hogan	1995	33.60	\$600.00	\$20,160.00
	Timothy C. Hogan	1995	1.50	\$450.00	\$675.00
	Melinda Vine	2007	.30	\$500.00	\$150.00
Associates	Victoria Adams	2024	3.20	\$290.00	\$928.00
	Jason DiFruscia	2021	1.50	\$350.00	\$525.00
	Thomas Masterson	2019	2.20	\$375.00	\$825.00
Clerks	Sydney Inghelbrecht		2.60	\$135.00	\$351.00
	Olivia Rajsp		.30	\$145.00	\$43.50
	Amy Broome		.30	\$145.00	\$43.50
Students	Areeb Daimee		5.90	\$150.00	\$885.00
	Hugh McHunry		1.00	\$150.00	\$150.00
TOTAL FEES					\$33,556.00
HST ON FEES					\$4,362.28
TOTAL TAXABLE DISBURSEMENTS					\$381.15
TOTAL NON – TAXABLE DISBURSEMENTS					\$126.90
HST DISBURSEMENTS					\$49.55
TOTAL FEES, DISBURSEMENTS AND HST					\$38,475.88

EXHIBIT B

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

BDO Canada Limited
20 Wellington East, Suite 500
Toronto, ON

April 8, 2025
Invoice #: 2244487
Account #: 2244487-206468

File #: 206468/Timothy C. Hogan
RE: JBT Transport Inc

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
5-Mar-25	Call with BDO	.50	\$225.00	TCH
5-Mar-25	Review Court Orders/e-mails with client/counsel	1.00	\$450.00	TCH
6-Mar-25	E-mails with counsel/client and review order	.80	\$480.00	TCH
7-Mar-25	Call with BDO and debtor counsel	.80	\$480.00	TCH
7-Mar-25	Call with client	.70	\$420.00	TCH
7-Mar-25	E-mails with client re warehouse offer	.40	\$240.00	TCH
8-Mar-25	E-mails with Bank counsel	.20	\$120.00	TCH
8-Mar-25	Review record,endorsements, Orders	1.50	\$900.00	TCH
9-Mar-25	Revise service list	.20	\$120.00	TCH
9-Mar-25	E-mails with client re warehouse offer	.40	\$240.00	TCH
10-Mar-25	E-mails with client	.20	\$120.00	TCH
10-Mar-25	Call with client/bank	.40	\$240.00	TCH
10-Mar-25	E-mail with Bank, call to client	.40	\$240.00	TCH
10-Mar-25	Calls with Bank/client/counsel	.40	\$240.00	TCH
11-Mar-25	Call with counsel	.20	\$120.00	TCH
11-Mar-25	E-mail with counsel	.20	\$120.00	TCH
11-Mar-25	To review emails from and to receiver re proposed sale agreement and terms;	.40	\$240.00	CJH
12-Mar-25	To review emails from and to receiver re terms of sale;	.50	\$300.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
12-Mar-25	To prepare, review and revise agreement of purchase and sale;	2.50	\$1,500.00	CJH
12-Mar-25	To emails from and to Receiver re purchaser name and status of APS;	.40	\$240.00	CJH
12-Mar-25	E-mails/calls with client re Breadner leases (JBT Transport)	.40	\$240.00	TCH
12-Mar-25	E-mails with client re warehouse sale	.40	\$240.00	TCH
12-Mar-25	Review Breadner and e-mail to client	.40	\$240.00	TCH
12-Mar-25	E-mails with client	.20	\$120.00	TCH
12-Mar-25	To obtain PPSA reports;	.30	\$43.50	ORA
12-Mar-25	To review case law and legislation	1.50	\$562.50	THM
12-Mar-25	To review PMSI analysis	.40	\$150.00	THM
12-Mar-25	PMSI memo for leases 161, 175	2.50	\$375.00	ard
13-Mar-25	PMSI memos re Breadner	3.00	\$450.00	ard
13-Mar-25	Review Breadner leases, call with client	.50	\$300.00	TCH
13-Mar-25	Review/revise sale agreement	1.50	\$900.00	TCH
13-Mar-25	Report to client on Breadner issue	.60	\$360.00	TCH
13-Mar-25	E-mail to Breadner counsel	.20	\$120.00	TCH
13-Mar-25	To review and revise form of APS;	2.50	\$1,500.00	CJH
13-Mar-25	To email to Receiver re draft APS;	.40	\$240.00	CJH
14-Mar-25	To review and revise asset purchase agreement;	1.00	\$600.00	CJH
14-Mar-25	To review emails from and to Receiver re changes to APS;	.40	\$240.00	CJH
14-Mar-25	To review emails from and to Receiver re further changes to APS;	.40	\$240.00	CJH
14-Mar-25	To review and revise APS;	.50	\$300.00	CJH
14-Mar-25	To discussion with receiver re purchase agreement;	.40	\$240.00	CJH
14-Mar-25	To further review and revise asset purchase agreement and circulate to Receiver;	.50	\$300.00	CJH
14-Mar-25	E-mails with client	.40	\$240.00	TCH
14-Mar-25	Finalize Breadner review/amend memo	1.00	\$600.00	TCH
14-Mar-25	Review pension issue/call/e-mail with client	.60	\$360.00	TCH
14-Mar-25	Review sale agreement/call with client	.40	\$240.00	TCH
14-Mar-25	To review prescribed pension plans under the bankruptcy and insolvency act;	1.00	\$150.00	hmc
16-Mar-25	Review APS, e-mail to client	.40	\$240.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Mar-25	Call with debtor counsel	.20	\$120.00	TCH
17-Mar-25	Call with Breadner	.30	\$180.00	TCH
17-Mar-25	E-mail to counsel for Breadner	.40	\$240.00	TCH
17-Mar-25	Review revised APS, e-mail to client	.40	\$240.00	TCH
17-Mar-25	Review/revise agreement, call with client, e-mail to counsel	1.20	\$720.00	TCH
17-Mar-25	Call with borrower counsel	.20	\$120.00	TCH
18-Mar-25	E-mails/calls with client	.40	\$240.00	TCH
19-Mar-25	Review revised sale agreement/e-mail to client	.40	\$240.00	TCH
19-Mar-25	To arrange for registration of appointment order;	.50	\$300.00	CJH
20-Mar-25	To call with Receiver re changes to APS;	.40	\$240.00	CJH
20-Mar-25	To review and revise APS and incorporate revised schedules;	.70	\$420.00	CJH
20-Mar-25	To prepare, review and revise AVO and incorporate into APS;	.80	\$480.00	CJH
20-Mar-25	Call/e-mails with client	.40	\$240.00	TCH
20-Mar-25	Amend agreement/review AVO/e-mail with counsel/call with debtor counsel/call with monitor counsel	1.00	\$600.00	TCH
20-Mar-25	Call/e-mail with Monitor counsel/e-mails with client/Bank counsel	.80	\$480.00	TCH
21-Mar-25	Review revised APA/e-mails, calls with client	.60	\$360.00	TCH
21-Mar-25	To emails from and to Receiver re further changes to APS;	.50	\$300.00	CJH
21-Mar-25	To review and revise APS;	.50	\$300.00	CJH
21-Mar-25	To further review and revise APS and compare to last version from Buyer counsel;	.40	\$240.00	CJH
21-Mar-25	To email to Receiver re amended APS;	.40	\$240.00	CJH
22-Mar-25	E-mails with Bank counsel, e-mails with Monitor and debtor counsel	.40	\$240.00	TCH
22-Mar-25	E-mails with counsel/client re admin charge	.40	\$240.00	TCH
24-Mar-25	Calls/e-mails with with counsel	.40	\$240.00	TCH
24-Mar-25	Review Sousa lease/e-mail to client	.50	\$300.00	TCH
24-Mar-25	E-mail to Breadner counsel	.20	\$120.00	TCH
24-Mar-25	Review report/motion	.30	\$180.00	TCH
24-Mar-25	To review emails from and to Buyer counsel re changes to agreement;	.40	\$240.00	CJH
24-Mar-25	To review and revise agreement;	.20	\$120.00	CJH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
24-Mar-25	E-mails with counsel	.20	\$120.00	TCH
25-Mar-25	Review/revise report	1.40	\$840.00	TCH
25-Mar-25	E-mails with client/counsel	.80	\$480.00	TCH
25-Mar-25	To prepare Notice of Motion and Ancillary Order	3.00	\$870.00	VAD
26-Mar-25	To correspondence with client and to review lien issue;	.30	\$150.00	MVI
26-Mar-25	PPSA review re delivery date of trailers 161, 175	.40	\$60.00	ard
26-Mar-25	To draft documents;	.90	\$121.50	SIN
26-Mar-25	To review lease documents	.30	\$112.50	THM
26-Mar-25	Draft operators agreement	1.00	\$600.00	TCH
26-Mar-25	Review/revise Order and report	1.00	\$600.00	TCH
26-Mar-25	Review TradeMark counsel letter and e-mail to client	.40	\$240.00	TCH
26-Mar-25	E-mail with counsel	.20	\$120.00	TCH
27-Mar-25	Call with client	.40	\$240.00	TCH
27-Mar-25	Review/revise service list/notice of motion/amend Appointment Order/Ancillary Order	2.00	\$1,200.00	TCH
27-Mar-25	To prepare Order Amending the Appointment Order	.20	\$58.00	VAD
28-Mar-25	To edit documents;	.90	\$121.50	SIN
28-Mar-25	Calls with counsel/client, e-mails with counsel/client, amend Notice of Motion, Orders	2.00	\$1,200.00	TCH
28-Mar-25	To review Trade Mark lien claim and construction act provisions	1.10	\$385.00	JDI
28-Mar-25	To emails with Trade Mark counsel re lien pleadings	.20	\$70.00	JDI
30-Mar-25	E-mail from PNC counsel/with client	.20	\$120.00	TCH
31-Mar-25	E-mail to counsel	.20	\$120.00	TCH
31-Mar-25	Call/e-mail with client	.20	\$120.00	TCH
31-Mar-25	E-mail to counsel	.20	\$120.00	TCH
31-Mar-25	E-mail to PNC;	.20	\$120.00	TCH
31-Mar-25	To review Breadner evidence;	.20	\$120.00	TCH
31-Mar-25	To emails with opposing counsel re lift stay motion	.20	\$70.00	JDI
31-Mar-25	To finalize Operators Agreement for signing;	.30	\$43.50	ABR
1-Apr-25	To draft documents;	.60	\$81.00	SIN
1-Apr-25	Call with Trade-Mark counsel	.30	\$180.00	TCH
1-Apr-25	E-mails with Court/counsel	.40	\$240.00	TCH
2-Apr-25	To manage file;	.20	\$27.00	SIN

Total Fees:	\$	33,556.00	
Plus GST:		0.00	
Plus HST:		<u>4,362.28</u>	
Total Fees (INCL TAX)			<u>\$ 37,918.28</u>

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	14.70	\$600.00	\$8,820.00
Timothy C. Hogan	33.60	\$600.00	\$20,160.00
Timothy C. Hogan	1.50	\$450.00	\$675.00
Melinda Vine	.30	\$500.00	\$150.00
Victoria Adams	3.20	\$290.00	\$928.00
Jason DiFruscia	1.50	\$350.00	\$525.00
Thomas Masterson	2.20	\$375.00	\$825.00
Sydney Inghelbrecht	2.60	\$135.00	\$351.00
Olivia Rajsp	.30	\$145.00	\$43.50
Amy Broome	.30	\$145.00	\$43.50
Areeb Daimee	5.90	\$150.00	\$885.00
Hugh McHenry	1.00	\$150.00	\$150.00

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$56.00
Register Application	<u>\$70.90</u>
Total Non-Taxable Disbursements:	126.90

TAXABLE DISBURSEMENTS

Bank Act/Bankruptcy	230.55	
PPSA	3.30	
Teranet Search	35.50	
Teranet Registration Fee	11.80	
Registration Services	100.00	
Total Taxable Disbursements:	\$ 381.15	
Plus GST:	0.00	
Plus HST:	<u>49.55</u>	
Total Disbursements (INCL TAX)		<u>\$ 557.60</u>

TOTAL DUE & OWING	<u>\$ 38,475.88</u>
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THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP

Per: 
Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENZA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENZA LLP

GST / HST REGISTRATION NO: R867630543

Interest of 3.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

EXHIBIT C

(From April 4, 2025 to May 6, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	22.40	\$600.00	\$13,440.00
Associates	Victoria Adams	2024	5.50	\$290.00	\$1,595.00
	Jason DiFruscia	2021	1.00	\$350.00	\$350.00
	Sean Molnar	2024	11.30	\$290.00	\$3,277.00
Clerks	Nicole Clayton		.80	\$135.00	\$108.00
	Sydney Inghelbrecht		8.00	\$135.00	\$1,080.00
	Amy Broome		.90	\$145.00	\$130.50
Students	Areeb Daimee		16.60	\$150.00	\$2,490.00
TOTAL FEES					\$22,470.50
HST ON FEES					\$2,921.17
TOTAL TAXABLE DISBURSEMENTS					\$181.20
TOTAL NON – TAXABLE DISBURSEMENTS					\$339.00
HST DISBURSEMENTS					\$23.56
TOTAL FEES, DISBURSEMENTS AND HST					\$25,935.43

EXHIBIT D

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

BDO Canada Limited
20 Wellington East, Suite 500
Toronto, ON

May 12, 2025
Invoice #: 2245980
Account #: 2245980-206468

File #: 206468/Timothy C. Hogan
RE: JBT Transport Inc

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
4-Apr-25	Amend operators agreement, e-mail from client, e-mail to counsel	.40	\$240.00	TCH
4-Apr-25	Review PNC PMSI	.20	\$120.00	TCH
4-Apr-25	PMSI memo re PNC and JBT.	1.00	\$150.00	ard
4-Apr-25	PMSI memo re PNC and Heritage.	1.00	\$150.00	ard
4-Apr-25	To prepare Factum	2.00	\$580.00	VAD
6-Apr-25	Amend report, e-mail to client	.40	\$240.00	TCH
7-Apr-25	E-mails with client re report and record, service list, finalize record and Orders, redact agreement	1.40	\$840.00	TCH
7-Apr-25	Call with Bank counsel	.30	\$180.00	TCH
7-Apr-25	Review Trade Mark record	.20	\$120.00	TCH
7-Apr-25	To revise Factum	2.00	\$580.00	VAD
7-Apr-25	To edit and revise documents;	3.20	\$432.00	SIN
8-Apr-25	To edit and revise documents;	.30	\$40.50	SIN
8-Apr-25	To update documents;	.20	\$27.00	SIN
8-Apr-25	Drafted release re PNC and JBT.	.30	\$45.00	ard
8-Apr-25	Drafted release re PNC and Heritage.	.30	\$45.00	ard
8-Apr-25	Email to PNC re releases.	.20	\$30.00	ard
8-Apr-25	Email to BDO re PNC PMSI	.20	\$30.00	ard

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
8-Apr-25	E-mail to counsel	.20	\$120.00	TCH
8-Apr-25	E-mail to PNC counsel	.20	\$120.00	TCH
8-Apr-25	Review BMO PMSI, e-mail to client	.40	\$240.00	TCH
9-Apr-25	Email to BDO re PNC releases.	.20	\$30.00	ard
9-Apr-25	Email to PNC re releases.	.20	\$30.00	ard
9-Apr-25	Revised releases re PNC	.30	\$45.00	ard
10-Apr-25	PMSI memo re Northpoint.	1.00	\$150.00	ard
10-Apr-25	To amend Factum	.50	\$145.00	VAD
10-Apr-25	To edit, file and serve documents;	.60	\$81.00	SIN
10-Apr-25	Draft factum	2.00	\$1,200.00	TCH
10-Apr-25	Review Trade Mark order	.20	\$120.00	TCH
10-Apr-25	E-mail to Trade Mark lawyer	.20	\$120.00	TCH
10-Apr-25	To revise draft order	.60	\$210.00	JDI
10-Apr-25	To emails with counsel re lift stay order	.20	\$70.00	JDI
10-Apr-25	E-mail with counsel and to confidential appendices	.40	\$240.00	TCH
10-Apr-25	Amend Lien Lift Stay Order	.40	\$240.00	TCH
11-Apr-25	To upload documents;	1.00	\$135.00	SIN
11-Apr-25	To send e-mail correspondence;	.20	\$27.00	SIN
11-Apr-25	To send e-mail correspondence;	.30	\$40.50	SIN
11-Apr-25	To draft documents;	.50	\$67.50	SIN
11-Apr-25	To hyperlink document;	.80	\$108.00	NCL
11-Apr-25	To e-mail service list;	.20	\$29.00	ABR
12-Apr-25	E-mail to lien counsel	.20	\$120.00	TCH
14-Apr-25	Call with Breadner counsel	.20	\$120.00	TCH
14-Apr-25	Review Northpoint/Laurentian PMSI	.40	\$240.00	TCH
14-Apr-25	To e-mail service list;	.20	\$29.00	ABR
15-Apr-25	PMSI memo re Nissan.	1.00	\$150.00	ard
15-Apr-25	Review Nissan PMSI	.40	\$240.00	TCH
16-Apr-25	To review lift stay order	.20	\$70.00	JDI
16-Apr-25	E-mail/call with counsel	.40	\$240.00	TCH
16-Apr-25	To send e-mail correspondence;	.20	\$27.00	SIN
16-Apr-25	To send e-mail correspondence;	.30	\$40.50	SIN
17-Apr-25	To upload court documents;	.30	\$43.50	ABR

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Apr-25	To update court documents;	.20	\$29.00	ABR
17-Apr-25	Email to BDO re BMO payout.	.20	\$30.00	ard
17-Apr-25	To attend Motion	1.00	\$290.00	VAD
17-Apr-25	Call with counsel	.20	\$120.00	TCH
17-Apr-25	Prepare for motion	1.00	\$600.00	TCH
17-Apr-25	Attend Court/amend Orders/call with client/e-mail to Court	1.60	\$960.00	TCH
17-Apr-25	Email to BDO re PNC releases.	.20	\$30.00	ard
18-Apr-25	E-mails with counsel for CNG	.40	\$240.00	TCH
18-Apr-25	E-mails with client	.20	\$120.00	TCH
21-Apr-25	E-mails with counsel/client	.20	\$120.00	TCH
21-Apr-25	To service documents and upload to JSO;	.40	\$54.00	SIN
21-Apr-25	To update Case Centre;	.30	\$40.50	SIN
22-Apr-25	E-mail with BMO	.20	\$120.00	TCH
22-Apr-25	E-mail with counsel	.20	\$120.00	TCH
23-Apr-25	E-mail/call with client/counsel	.40	\$240.00	TCH
23-Apr-25	E-mails with lessor counsel	.40	\$240.00	TCH
23-Apr-25	Email to client re Northpoint PMSI.	.20	\$30.00	ard
23-Apr-25	To send e-mail correspondence with client;	.20	\$27.00	SIN
24-Apr-25	Email to Hyundai/PNC re releases.	.20	\$30.00	ard
24-Apr-25	E-mail with counsel	.20	\$120.00	TCH
25-Apr-25	E-mail with counsel to Sousa	.40	\$240.00	TCH
25-Apr-25	Review closing agenda	.20	\$120.00	TCH
25-Apr-25	E-mail to counsel	.20	\$120.00	TCH
25-Apr-25	Release drafted re Northpoint.	.30	\$45.00	ard
25-Apr-25	Release drafted re Northpoint.	.30	\$45.00	ard
25-Apr-25	To draft closing agenda	1.20	\$348.00	smo
26-Apr-25	Review Breadner documents, e-mails to client	.40	\$240.00	TCH
27-Apr-25	E-mail with counsel	.20	\$120.00	TCH
28-Apr-25	E-mails with counsel	.20	\$120.00	TCH
28-Apr-25	E-mail/call with client	.40	\$240.00	TCH
28-Apr-25	Call with client/Souse counsel	.40	\$240.00	TCH
28-Apr-25	To draft closing documents; to review purchaser's closing documents; to email with purchaser's counsel re closing	4.20	\$1,218.00	smo

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
29-Apr-25	To revise closing agenda; to revise closing documents; to email client re purchase price payment; to email closing documents to purchaser's counsel; to review revisions to assignment and assumption agreement and to bill of sale	2.10	\$609.00	smo
29-Apr-25	Email to BDO re release Hyundai.	.20	\$30.00	ard
29-Apr-25	PMSI memo re Mercedes.	1.00	\$150.00	ard
29-Apr-25	Drafted release re BMO.	.30	\$45.00	ard
29-Apr-25	Research re Mercedes consumer goods issue.	2.50	\$375.00	ard
29-Apr-25	Review/revise Bill of Sale/Assignment	.50	\$300.00	TCH
29-Apr-25	Review Mercedes security	.40	\$240.00	TCH
30-Apr-25	E-mails with counsel/client/ review amended closing documents	.40	\$240.00	TCH
30-Apr-25	Review Northpoint PMSI	.30	\$180.00	TCH
30-Apr-25	Review Trade-Mark lift stay and e-mail to counsel	.40	\$240.00	TCH
30-Apr-25	Review closing documents/e-mail with counsel/call with client	.50	\$300.00	TCH
30-Apr-25	E-mail to Trade Mark counsel	.20	\$120.00	TCH
30-Apr-25	Review Mercedes PMSI, e-mail to client	.40	\$240.00	TCH
30-Apr-25	PMSI memo re Northpoint.	.30	\$45.00	ard
30-Apr-25	Email to client re RCAP Leasing Inc. PMSI review.	.20	\$30.00	ard
30-Apr-25	Research and memo re consumer goods issue Mercedes.	2.80	\$420.00	ard
30-Apr-25	PMSI memo re BMO.	1.00	\$150.00	ard
30-Apr-25	PMSI memo re RCAP Leasing Inc.	1.00	\$150.00	ard
30-Apr-25	To emails with purchaser's counsel re indemnity; to call with Tim Hogan re indemnity language to Bill of Sale and Assignment and Assumption Agreement	.30	\$87.00	smo
1-May-25	To revised Assignment and Assumption Agreement; to revise bill of sale; to email purchaser's counsel re revised bill of sale/assignment and assumption agreement with respect to indemnity provisions	1.10	\$319.00	smo
1-May-25	Review amended assignment/e-mail to client	.40	\$240.00	TCH
1-May-25	Review agreement, call with client and counsel	.40	\$240.00	TCH
2-May-25	Calls/emails with Client;	.40	\$240.00	TCH
2-May-25	E-mails with Mercedes;	.20	\$120.00	TCH
2-May-25	To various closing e-mails	.20	\$120.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
2-May-25	To revise closing documents re update to closing date; to compile DocuSign package re vendor's closing documents; to revise assignment and assumption agreement re indemnity provision; to email purchaser's counsel re DocuSign package, and assignment and assumption agreement; to email with client re closing package for signature	2.40	\$696.00	smo
2-May-25	Email to client re release Nissan.	.20	\$30.00	ard
3-May-25	E-mails with client/review Rydex v. Sedum Master claim	.40	\$240.00	TCH
4-May-25	E-mail from client	.20	\$120.00	TCH
5-May-25	Review BMO/RCAP PMSIs, e-mail to client	.40	\$240.00	TCH
5-May-25	E-mail with Sousa counsel	.20	\$120.00	TCH
5-May-25	To update documents and file;	.30	\$40.50	SIN
6-May-25	E-mails with client	.20	\$120.00	TCH
6-May-25	E-mails with counsel re construction bond	.40	\$240.00	TCH
Total Fees:		\$	22,470.50	
Plus GST:			0.00	
Plus HST:			2,921.17	
Total Fees (INCL TAX)				\$ 25,391.67

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	22.40	\$600.00	\$13,440.00
Victoria Adams	5.50	\$290.00	\$1,595.00
Jason DiFruscia	1.00	\$350.00	\$350.00
Sean Molnar	11.30	\$290.00	\$3,277.00
Nicole Clayton	.80	\$135.00	\$108.00
Sydney Inghelbrecht	8.00	\$135.00	\$1,080.00
Amy Broome	.90	\$145.00	\$130.50
Areeb Daimee	16.60	\$150.00	\$2,490.00

NON-TAXABLE DISBURSEMENTS

File Motion Record	\$339.00
Total Non-Taxable Disbursements:	339.00

TAXABLE DISBURSEMENTS

Electronic Signature Fee (DocuSign)	20.00
Courier	139.75
Postage	21.45
Total Taxable Disbursements:	\$ 181.20

Plus GST:	0.00	
Plus HST:	<u>23.56</u>	
Total Disbursements (INCL TAX)		\$ <u>543.76</u>

TOTAL DUE & OWING **\$ 25,935.43**

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: 

Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENSA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENSA LLP

GST / HST REGISTRATION NO: R867630543

Interest of 3.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

EXHIBIT E

(From May 9, 2025 to May 23, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	4.60	\$600.00	\$2,760.00
Clerks	Olivia Rajsp		.30	\$145.00	\$43.50
Students	Areeb Daimee		5.90	\$150.00	\$885.00
TOTAL FEES					\$3,688.50
HST ON FEES					\$479.51
TOTAL TAXABLE DISBURSEMENTS					\$273.50
TOTAL NON – TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$35.56
TOTAL FEES, DISBURSEMENTS AND HST					\$4,477.07

EXHIBIT F

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

BDO Canada Limited
20 Wellington East, Suite 500
Toronto, ON

June 10, 2025
Invoice #: 2247013
Account #: 2247013-206468

File #: 206468/Timothy C. Hogan
RE: JBT Transport Inc

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
9-May-25	E-mail with Flash Freight	.20	\$120.00	TCH
9-May-25	E-mail to bond insurer	.20	\$120.00	TCH
9-May-25	E-mails with counsel	.20	\$120.00	TCH
10-May-25	E-mails re Ruch trailers	.20	\$120.00	TCH
12-May-25	To obtain PPSA reports;	.30	\$43.50	ORA
12-May-25	Requested PPSA and MTO VIN searches.	.20	\$30.00	ard
12-May-25	Email to client re MTO and PPSA VIN searches.	.20	\$30.00	ard
12-May-25	Reviewed PPSA and MTO VIN findings.	.50	\$75.00	ard
12-May-25	Review Flash VINs, call to client	.20	\$120.00	TCH
12-May-25	Call with client	.20	\$120.00	TCH
13-May-25	E-mail with Flash transport/client	.20	\$120.00	TCH
13-May-25	Email to client re provided summary of findings for VIN searches.	.30	\$45.00	ard
13-May-25	Email to Flash Freight Systems re VIN released to PNC.	.20	\$30.00	ard
13-May-25	Email to Flash Freight Systems re VIN released to PNC.	.20	\$30.00	ard
13-May-25	Email to client re VIN searches.	.20	\$30.00	ard
13-May-25	Review bond contracts, e-mail to broker	.40	\$240.00	TCH
14-May-25	Raft e-mail to Breadner counsel	.40	\$240.00	TCH
14-May-25	Sousa - letter from counsel, e-mail to client	.40	\$240.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
14-May-25	E-mail with Sousa counsel	.20	\$120.00	TCH
14-May-25	E-mail with Sousa counsel and client	.20	\$120.00	TCH
15-May-25	Drafted release re RCAP Leasing Inc.	.30	\$45.00	ard
16-May-25	Email to BMO re release.	.20	\$30.00	ard
16-May-25	Email to Northpoint re documents proving LBEL and Northpoint merger.	.20	\$30.00	ard
16-May-25	Email to client re Volvo.	.20	\$30.00	ard
16-May-25	Email to client re Volvo.	.20	\$30.00	ard
16-May-25	E-mails with client	.20	\$120.00	TCH
16-May-25	Email to RCAP re release.	.20	\$30.00	ard
16-May-25	Revised and finalized release re RCAP.	.20	\$30.00	ard
16-May-25	Email to Northpoint re documents proving LBEL and Northpoint merger.	.20	\$30.00	ard
16-May-25	E-mails and review LBEL issue	.20	\$120.00	TCH
16-May-25	Email to Volvo re security documents.	.20	\$30.00	ard
16-May-25	Email to client re Northpoint PMSI review.	.20	\$30.00	ard
16-May-25	Email to Northpoint re releases.	.20	\$30.00	ard
16-May-25	Email to client re location of Northpoint assets.	.20	\$30.00	ard
16-May-25	Email to RCAP Leasing Inc. re release.	.20	\$30.00	ard
16-May-25	Email to client re Northpoint assets auction.	.20	\$30.00	ard
16-May-25	E-mails with client	.20	\$120.00	TCH
21-May-25	E-mail with counsel	.20	\$120.00	TCH
21-May-25	Email to client re sign RCAP release.	.20	\$30.00	ard
21-May-25	Email to client re VIN searches.	.20	\$30.00	ard
21-May-25	Email to client re RCAP release, auction assets.	.20	\$30.00	ard
22-May-25	Call with bond broker	.20	\$120.00	TCH
22-May-25	Email to client re RCAP release.	.20	\$30.00	ard
22-May-25	Call with Fred Tayar	.40	\$240.00	TCH
22-May-25	Call with client	.20	\$120.00	TCH
23-May-25	Email to volvo re proof of claim.	.20	\$30.00	ard
23-May-25	Email to BMO re release.	.20	\$30.00	ard

Total Fees:	\$	3,688.50	
Plus GST:		0.00	
Plus HST:		<u>479.51</u>	
Total Fees (INCL TAX)			<u>\$ 4,168.01</u>

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	4.60	\$600.00	\$2,760.00
Olivia Rajsp	.30	\$145.00	\$43.50
Areeb Daimee	5.90	\$150.00	\$885.00

TAXABLE DISBURSEMENTS

PPSA		203.50	
Title Services		70.00	
Total Taxable Disbursements:	\$	273.50	
Plus GST:		0.00	
Plus HST:		<u>35.56</u>	
Total Disbursements (INCL TAX)			<u>\$ 309.06</u>

TOTAL DUE & OWING **\$ 4,477.07**

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: 
 Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENSA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENSA LLP

 GST / HST REGISTRATION NO: R867630543

Interest of 3.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

EXHIBIT G

(From May 26, 2025 to June 16, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	5.40	\$600.00	\$3,240.00
Clerks	Kinsey Greenfield		1.30	\$150.00	\$195.00
	Sydney Inghelbrecht		.20	\$135.00	\$27.00
	Olivia Rajsp		.60	\$145.00	\$87.00
	Linda Gutjahr		.70	\$145.00	\$101.50
TOTAL FEES					\$3,650.50
HST ON FEES					\$474.57
TOTAL TAXABLE DISBURSEMENTS					\$501.10
TOTAL NON – TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$65.14
TOTAL FEES, DISBURSEMENTS AND HST					\$4,691.31

EXHIBIT H

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

BDO Canada Limited
20 Wellington East, Suite 500
Toronto, ON

June 20, 2025
Invoice #: 2247449
Account #: 2247449-206468

File #: 206468/Timothy C. Hogan
RE: JBT Transport Inc

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
26-May-25	E-mails with BDO/Breadner counsel	.20	\$120.00	TCH
26-May-25	E-mail with client	.20	\$120.00	TCH
28-May-25	E-mails with client re Cakery	.20	\$120.00	TCH
29-May-25	Call with client	.80	\$480.00	TCH
30-May-25	To request for documents;	.20	\$27.00	SIN
30-May-25	To perform MTO VIN searches x 8;	.30	\$43.50	LGU
31-May-25	Review Breadner evidence, e-mail to client	.40	\$240.00	TCH
1-Jun-25	E-mail to BDO	.20	\$120.00	TCH
3-Jun-25	Draft demand to the Cakerie	.40	\$240.00	TCH
3-Jun-25	E-mail to client	.20	\$120.00	TCH
3-Jun-25	To draft PMSI Review and Release.	.40	\$60.00	KGR
4-Jun-25	E-mails with client/cakery/Breadner	.40	\$240.00	TCH
4-Jun-25	Review JBT release	.20	\$120.00	TCH
4-Jun-25	To send release and pmsi review.	.20	\$30.00	KGR
5-Jun-25	E-mails with Cakery and client on accounts	.40	\$240.00	TCH
5-Jun-25	To obtain PPSA reports;	.40	\$58.00	ORA
5-Jun-25	To perform MTO VIN search x 7;	.20	\$29.00	LGU
5-Jun-25	To order PPSA searches and MTO searches.	.30	\$45.00	KGR

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
5-Jun-25	To perform additional MTO VIN searches;	.20	\$29.00	LGU
6-Jun-25	To obtain PPSA report;	.20	\$29.00	ORA
6-Jun-25	To order MTO and PPSA searches.	.20	\$30.00	KGR
6-Jun-25	E-mails with client	.40	\$240.00	TCH
9-Jun-25	Review Volvo documents/e-mails to Volvo	.40	\$240.00	TCH
9-Jun-25	To correspond with client.	.20	\$30.00	KGR
12-Jun-25	E-mail with RCAP/client	.20	\$120.00	TCH
13-Jun-25	E-mail with counsel/call with client	.20	\$120.00	TCH
14-Jun-25	E-mail to Bank counsel	.40	\$240.00	TCH
16-Jun-25	E-mails with counsel/client	.20	\$120.00	TCH

Total Fees:	\$	3,650.50
Plus GST:		0.00
Plus HST:		474.57
Total Fees (INCL TAX)		<u>4,125.07</u>

\$ 4,125.07

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	5.40	\$600.00	\$3,240.00
Kinsey Greenfield	1.30	\$150.00	\$195.00
Sydney Inghelbrecht	.20	\$135.00	\$27.00
Olivia Rajsp	.60	\$145.00	\$87.00
Linda Gutjahr	.70	\$145.00	\$101.50

TAXABLE DISBURSEMENTS

PPSA		325.60
Drivers Licence Search		175.50
Total Taxable Disbursements:	\$	501.10
Plus GST:		0.00
Plus HST:		65.14
Total Disbursements (INCL TAX)		<u>566.24</u>

\$ 566.24

TOTAL DUE & OWING

\$ 4,691.31

THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP

Per: 
Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENZA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENZA LLP

GST / HST REGISTRATION NO: R867630543

Interest of 3.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

EXHIBIT I

(From June 17, 2025 to July 15, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	13.50	\$600.00	\$8,100.00
Associates	Thomas Masterson	2019	2.50	\$375.00	\$937.50
	Sean Molnar	2024	9.50	\$290.00	\$2,755.00
Clerks	Nicole Clayton		.20	\$135.00	\$27.00
	Kinsey Greenfield		2.40	\$150.00	\$360.00
	Sydney Inghelbrecht		1.60	\$135.00	\$216.00
	Olivia Rajsp		.70	\$145.00	\$101.50
	Isabelle Stacey		1.00	\$145.00	\$145.00
Students	Reeya Mittal		2.00	\$150.00	\$300.00
TOTAL FEES					\$12,942.00
HST ON FEES					\$1,682.46
TOTAL TAXABLE DISBURSEMENTS					\$603.95
TOTAL NON – TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$78.51
TOTAL FEES, DISBURSEMENTS AND HST					\$15,306.92

EXHIBIT J

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

BDO Canada Limited
20 Wellington East, Suite 500
Toronto, ON

July 16, 2025
Invoice #: 2248617
Account #: 2248617-206468

File #: 206468/Timothy C. Hogan
RE: JBT Transport Inc

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Jun-25	To draft Releases x2.	.50	\$75.00	KGR
18-Jun-25	E-mail to broker	.20	\$120.00	TCH
18-Jun-25	E-mail with client and Northpoint	.20	\$120.00	TCH
18-Jun-25	Review Breadner releases/e-mail to counsel	.40	\$240.00	TCH
23-Jun-25	E-mails with client/counsel	.50	\$300.00	TCH
23-Jun-25	To send meridian release.	.20	\$30.00	KGR
24-Jun-25	E-mails with client/to counsel for Breadner	.40	\$240.00	TCH
24-Jun-25	E-mails to client/e-mail to Meridian	.40	\$240.00	TCH
25-Jun-25	To correspond with PMSI Holder re: wire instructions.	.20	\$30.00	KGR
26-Jun-25	E-mail with counsel/client	.20	\$120.00	TCH
27-Jun-25	E-mail to client	.20	\$120.00	TCH
29-Jun-25	Review sale agreement/VTB issue/e-mail with client	.40	\$240.00	TCH
29-Jun-25	To draft asset purchase agreement re sale of assets to McDougall Auctioneers	2.80	\$812.00	smo
30-Jun-25	E-mails with BMO	.20	\$120.00	TCH
1-Jul-25	Review/revise sale agreement/auction	1.00	\$600.00	TCH
1-Jul-25	Review Heritage Volvo PMSI/Release	.40	\$240.00	TCH
1-Jul-25	To draft PMSI Reviews and Releases for VFS.	.50	\$75.00	KGR
2-Jul-25	E-mail with TD counsel and client	.20	\$120.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
2-Jul-25	E-mails e-mails on bond/Sousa/VTB	.40	\$240.00	TCH
2-Jul-25	To send e-mail;	.20	\$27.00	NCL
2-Jul-25	To request court date;	.40	\$58.00	IST
2-Jul-25	To draft continuing matter form;	.30	\$43.50	IST
2-Jul-25	Calls/e-mails with counsel	.40	\$240.00	TCH
2-Jul-25	To draft approval and vesting; to draft and revise asset purchase agreement	2.40	\$696.00	smo
2-Jul-25	Review amended agreement, e-mails with client	.40	\$240.00	TCH
3-Jul-25	Review/revise AVO and APS on auction sale	.50	\$300.00	TCH
3-Jul-25	E-mail to VTB counsel	.20	\$120.00	TCH
3-Jul-25	Call with client	.40	\$240.00	TCH
3-Jul-25	Call with ICPEI on bond issue	.40	\$240.00	TCH
3-Jul-25	Call/e-mail with Breadner counsel	.40	\$240.00	TCH
3-Jul-25	Call with client/bank on lien issue	.50	\$300.00	TCH
3-Jul-25	To request court date;	.30	\$43.50	IST
3-Jul-25	To email with VFS.	.20	\$30.00	KGR
3-Jul-25	Review revised APS and Order	.40	\$240.00	TCH
3-Jul-25	To draft and revise asset purchase agreement; to revise approval and vesting order; to email client re PPSA searches with respect to VINS	1.50	\$435.00	smo
4-Jul-25	To draft Motion	1.70	\$637.50	THM
4-Jul-25	To draft Ancillary Order	.80	\$300.00	THM
4-Jul-25	Review AVO/APS, e-mail to client	.40	\$240.00	TCH
4-Jul-25	To obtain PPSA reports;	.30	\$43.50	ORA
4-Jul-25	Calls with counsel	.40	\$240.00	TCH
4-Jul-25	To draft and revise APA and AVO; to emails with client re revised APA and AVO; to coordinate re VIN searches;	1.80	\$522.00	smo
4-Jul-25	PPSA summary table for VINs	2.00	\$300.00	REM
5-Jul-25	E-mail to BMO	.20	\$120.00	TCH
6-Jul-25	Review VTB, e-mail to VTB counsel	.40	\$240.00	TCH
7-Jul-25	E-mails with client	.20	\$120.00	TCH
7-Jul-25	E-mail from client	.20	\$120.00	TCH
7-Jul-25	E-mails with counsel on VTB	.20	\$120.00	TCH
7-Jul-25	E-mail to BMO	.20	\$120.00	TCH
7-Jul-25	E-mail with Breadner counsel	.20	\$120.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
7-Jul-25	Review VIN list/e-mails with client	.20	\$120.00	TCH
7-Jul-25	E-mail to ICPEI re lien	.20	\$120.00	TCH
7-Jul-25	To revise APA; to email client re finalized APA; to review PPSA summary re VIN to be sold under APA	.80	\$232.00	smo
8-Jul-25	To obtain PPSA report;	.20	\$29.00	ORA
8-Jul-25	To edit documents;	.30	\$40.50	SIN
8-Jul-25	To email client PPSA Summary re VINs to be sold to McDougal Auctioneers	.20	\$58.00	smo
9-Jul-25	To obtain PPSA summary;	.20	\$29.00	ORA
9-Jul-25	E-mails with Volvo	.20	\$120.00	TCH
9-Jul-25	To update documents and send e-mail correspondence;	1.00	\$135.00	SIN
9-Jul-25	To email with VFS.	.20	\$30.00	KGR
10-Jul-25	To draft Release and PMSI Review.	.60	\$90.00	KGR
14-Jul-25	Review/revise report/e-mail to client	1.00	\$600.00	TCH
14-Jul-25	E-mail to TD counsel re bond issues	.40	\$240.00	TCH
14-Jul-25	To edit documents;	.30	\$40.50	SIN
15-Jul-25	Amend report/e-mails with client	.40	\$240.00	TCH

Total Fees:	\$	12,942.00
Plus GST:		0.00
Plus HST:		1,682.46

Total Fees (INCL TAX)

\$ 14,624.46

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	13.50	\$600.00	\$8,100.00
Thomas Masterson	2.50	\$375.00	\$937.50
Sean Molnar	9.50	\$290.00	\$2,755.00
Nicole Clayton	.20	\$135.00	\$27.00
Kinsey Greenfield	2.40	\$150.00	\$360.00
Sydney Inghelbrecht	1.60	\$135.00	\$216.00
Olivia Rajsp	.70	\$145.00	\$101.50
Isabelle Stacey	1.00	\$145.00	\$145.00
Reeya Mittal	2.00	\$150.00	\$300.00

TAXABLE DISBURSEMENTS

PPSA	449.35
Drivers Licence Search	121.50
Teranet Search	33.10

Total Taxable Disbursements:	\$	603.95
Plus GST:		0.00
Plus HST:		78.51

Total Disbursements (INCL TAX)

\$ 682.46

TOTAL DUE & OWING

\$ 15,306.92

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: _____
Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENSA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENSA LLP

GST / HST REGISTRATION NO: R867630543

Interest of 3.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

THE TORONTO-DOMINION BANK

-and-

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

AFFIDAVIT OF VICTORIA ADAMS

Harrison Pensa^{LLP}
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Timothy C. Hogan (LSO #36553S)
Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Solicitors for the Receiver,
BDO Canada Limited

APPENDIX H

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., AND HERITAGE WAREHOUSING & DISTRIBUTING INC.**

Respondents

**AFFIDAVIT OF RAHN DODICK
(Sworn July 15, 2025)**

I, RAHN DODICK, of the City of Toronto, in the Province of Ontario **AFFIRM AND SAY:**

1. I am a trustee at the insolvency firm Dodick Landau Inc. ("**DLI**"). DLI acted as the court-appointed Monitor ("**Monitor**") in the proceedings commenced under the *Companies' Creditors Arrangement Act* by the Respondents under Court File No. CV-25-00736572-00CL (the "**CCAA Proceedings**"). The CCAA Proceedings were terminated on March 6, 2025, with the commencement of the within receivership proceedings. Accordingly, I have knowledge of the matters hereinafter deposed to.
2. An Administration Charge was established in the CCAA Proceedings to secure payment of the Court-approved fees and disbursements of, *inter alia*, the Monitor and its counsel. Such Administration Charge was not vacated by the within receivership and remains in full force and effect. Accordingly, as required by the terms of the Administration Charge, DLI has prepared this affidavit in support of a request for Court approval of its fees and disbursements as detailed herein, for future payment under the Administration Charge.

3. For greater certainty, the fees and disbursements detailed herein relate exclusively to services rendered by the Monitor prior to the termination of the CCAA Proceedings and the commencement of the within receivership.
4. Attached hereto and marked as Exhibit "A" are true copies of the Statement of Accounts issued by DLI in respect of services rendered for the period from January 20, 2025 through March 3, 2025 (the "**Billing Period**"). During the Billing Period, the total fees billed were \$86,984.50, expenses of \$2,584.28 and applicable taxes of \$11,643.94 for an aggregate amount of \$101,212.72.
5. As set out in the following table, 181.09 hours were billed by DLI during the Billing Period, resulting in an average hourly rate of \$480.34 (exclusive of applicable taxes):

Name of Professional	Total Hours	Hour Rate(s) (\$)
Rahn Dodick	96.34	\$550
Naomi Lieberman	43.35	\$450
Brenda McKnight	36.40	\$350
Talya Psek	5.00	\$350

6. I confirm that the activities detailed in the Statement of Accounts attached hereto as Exhibit "A" accurately reflect the services provided by DLI and, that the rates charged are the standard hourly rates for each such professional at the time that such charges were incurred.
7. In connection with the within accounts, DLI has been paid \$60,264.91 and holds \$7,972.58 on retainer in trust. As a result, the net amount due to DLI is \$32,975.23.

SWORN BEFORE ME at the
City of Toronto, in the
Province of Ontario, this
15th day of July, 2025

John G. Smith



RAHN DODICK

DODICK LANDAU

Invoice # 10794
Issued Date: 02/11/2025

This is Exhibit "A" referred to in the Affidavit of
Rahn Dodick sworn before me this July 15, 2025.



(a commissioner for taking affidavits, etc.)

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

JBT Transport Inc.
425 Melair Drive
Ayr, Ontario
N0B 1E0

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: JBT-0125-00212

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
01/20/2025	Proposal - Division 1: JBT Transport: Review email from Reconstruct. Call with Jessica W. Review JBT website and complete intake. Send to Jessica W. info request list and upload folder.	RD	\$550.00	0.80	\$440.00
01/21/2025	Proposal - Division 1: JBT: Review documents received. Email exchanges with legal counsel and debtor. Review documentation received. Update Naomi L.	RD	\$550.00	1.63	\$896.50
01/22/2025	Proposal - Division 1: JBT: Review documentation received and prepare for filing.	RD	\$550.00	2.85	\$1,567.50
01/22/2025	Proposal - Division 1: review of emails re file background, engagement planning	NL	\$450.00	0.73	\$328.50
01/23/2025	Proposal - Division 1: Review documents received from debtors. Prepare for NOI.	RD	\$550.00	2.19	\$1,204.50
01/23/2025	Proposal - Division 1: Review cash flow forecast. Call with management. Prepare for NOI. Call with Naomi L.	RD	\$550.00	6.27	\$3,448.50

	Discussions with Brenda M. Review creditor lists and sign up documents.				
01/23/2025	Proposal - Division 1: Call with company and counsel	NL	\$450.00	0.94	\$423.00
01/23/2025	Proposal - Division 1: call re cash flow to finalize post filing	NL	\$450.00	0.11	\$49.50
01/23/2025	Proposal - Division 1: JBT companies. Prepare NOI's.	BM	\$350.00	6.90	\$2,415.00
01/24/2025	Proposal - Division 1: cash flow review	NL	\$450.00	0.19	\$85.50
01/24/2025	Proposal - Division 1: Call with Naomi L. Email exchanges with CFO. Call with Brenda M. Prepare for filing. Return email to Dan W. Sign EIS's and CTAs.	RD	\$550.00	1.52	\$836.00
01/24/2025	Proposal - Division 1: Work on JBT files. Finalize documents, scan, save, send documents by Adobe. Send to directors. Efile documents.	BM	\$350.00	10.00	\$3,500.00
01/27/2025	Proposal - Division 1: Email exchanges with legal counsel. Update website. Review certificates of NOI. Email to debtor regarding stay of proceedings and monitoring. Review notices to creditors. Call with management.	RD	\$550.00	4.53	\$2,491.50
01/27/2025	Proposal - Division 1: Preparing NOI documents for mailing (7). Prepare labels, prepare return labels, etc.	BM	\$350.00	3.50	\$1,225.00
01/28/2025	Proposal - Division 1: Review real property offers. Email legal.	RD	\$550.00	0.90	\$495.00
01/28/2025	Proposal - Division 1: JBT Transport - making copies of creditor's package, stuff in envelopes and mailing.	TP	\$350.00	4.00	\$1,400.00
01/28/2025	Proposal - Division 1: Heritage Northern Logistics Inc. - preparation, copying and mailing NOI package.	TP	\$350.00	0.50	\$175.00
01/28/2025	Proposal - Division 1: Melair Management Inc. - preparation, copying and mailing of NOI package, Affidavit of Mailing, save same in drive.	TP	\$350.00	0.50	\$175.00
01/28/2025	Proposal - Division 1: review of emails re disclaimer, pre filing disbursements	NL	\$450.00	0.30	\$135.00
01/28/2025	Proposal - Division 1: Mailing.	RD	\$550.00	0.20	\$110.00
01/29/2025	Proposal - Division 1: update with Rahn	NL	\$450.00	0.52	\$234.00
01/29/2025	Proposal - Division 1: Discuss and plan file with staff.	RD	\$550.00	0.40	\$220.00
01/29/2025	Proposal - Division 1: Review motion material. Call with debtor counsel. Call with Naomi L. re monitoring.	RD	\$550.00	0.70	\$385.00
01/29/2025	Proposal - Division 1: disbursement review	NL	\$450.00	1.04	\$468.00
01/30/2025	Proposal - Division 1: Email exchange with CFO. Review motion material.	RD	\$550.00	5.88	\$3,234.00

Draft report to Court.
 Email legal counsel.
 Review DIP loan terms.
 Calls with CFO to review cash flow forecast. Discuss cash flow forecast with Naomi L.

01/30/2025	Proposal - Division 1: Prepare NOI document for copying. Heritage Truck Lines, Heritage Warehousing and Distribution -prepare envelopes, stuff envelopes, prepare affidavit of mailing.	BM	\$350.00	3.50	\$1,225.00
01/30/2025	Proposal - Division 1: disbursement approval, review of emails re critical vendors and TD's concerns	NL	\$450.00	2.18	\$981.00
01/30/2025	Notice of Intention to make a proposal: Record copies expense	BM	\$350.00	0.50	\$175.00
01/31/2025	Proposal - Division 1: Email exchanges. Draft report to Court.	RD	\$550.00	0.64	\$352.00
01/31/2025	Proposal - Division 1: Set up banking details. Enter deposit to retainer account.	BM	\$350.00	0.40	\$140.00
01/31/2025	Proposal - Division 1: disbursement review	NL	\$450.00	0.19	\$85.50
02/01/2025	Proposal - Division 1: Draft report to Court.	RD	\$550.00	0.99	\$544.50
02/01/2025	Proposal - Division 1: Email vendor holding truck loads hostage. Review emails.	RD	\$550.00	0.30	\$165.00
02/02/2025	Proposal - Division 1: Draft report to Court. Review various documents.	RD	\$550.00	2.96	\$1,628.00
02/02/2025	Proposal - Division 1: Email exchange with creditors.	RD	\$550.00	0.20	\$110.00
02/02/2025	Proposal - Division 1: review of emails and updated cash flow	NL	\$450.00	0.58	\$261.00
02/03/2025	Proposal - Division 1: Discuss cash flow with Naomi L.	RD	\$550.00	0.20	\$110.00
02/03/2025	Proposal - Division 1: Draft report to Court. Call with Caitlin F. Call with Naomi L. Review cash flow forecast and finalize. Call with creditors Chris O. and Innovation Solutions. Call with Management. Call with legal counsel.	RD	\$550.00	6.20	\$3,410.00
02/03/2025	Proposal - Division 1: reviewing and finalizing cash flows	NL	\$450.00	3.69	\$1,660.50
02/03/2025	Proposal - Division 1: Input cash flow dates. Prepare forms 29 and 30, review, input dates in Ascend. Print.	BM	\$350.00	0.40	\$140.00
02/03/2025	Proposal - Division 1: Prepare affidavit of mailing and mailing list for 3 of JBT companies.	BM	\$350.00	0.40	\$140.00
02/03/2025	Proposal - Division 1: Scan, save to drive, Heritage TL, Heritage W & D Incl., Drumbo.	BM	\$350.00	0.20	\$70.00
02/03/2025	Notice of Intention to make a proposal: Prepare cash flow documents, scan, send to debtors.	BM	\$350.00	0.90	\$315.00

Services Subtotal \$37,454.50

Disbursements

Date	Description	Rate	Quantity	Total
01/28/2025	Postage: JBT Transport	\$0.50	278.00	\$139.00
01/28/2025	Postage: JBT Transport.	\$2.61	278.00	\$725.58
01/28/2025	Postage: Heritage Northern Logistics Inc. - Postage for NOI mailing.	\$1.23	9.00	\$11.07
01/28/2025	Proposal - Division 1: Heritage Northern Logistics Inc. - 5 pages double-sided.	\$0.50	9.00	\$4.50
01/28/2025	Postage: Heritage Northern Logistics Inc. - postage on NOI mailing.	\$1.23	9.00	\$11.07
01/28/2025	Proposal - Division 1: Melair Management Inc. - 5 pages double-sided.	\$0.50	5.00	\$2.50
01/28/2025	Postage: Melair Management Inc. - postage for NOI mailing.	\$1.23	10.00	\$12.30
01/30/2025	Proposal - Division 1: Heritage Warehousing & Distribution Inc. 4 pgs x 34 x .50	\$68.00	1.00	\$68.00
01/30/2025	Postage: Heritage Warehousing & Distribution Inc. 32 x \$1.23	\$39.36	1.00	\$39.36
01/30/2025	Proposal - Division 1: Heritage Truck Lines Inc. - copy creditor package 8 ds pgs x 170	\$680.00	1.00	\$680.00
01/30/2025	Postage: Postage - Heritage Truck Lines Ltd. 170 packages @ \$2.63	\$184.10	1.00	\$184.10
01/30/2025	Postage: Portion of postage for NOI filing.	\$706.80	1.00	\$706.80
Expenses Subtotal				\$2,584.28

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		10.47	\$450.00	\$4,711.50
Rahn Dodick	LIT, CIRP, CPA, President	39.36	\$550.00	\$21,648.00
Brenda McKnight	Para Professional	26.7	\$350.00	\$9,345.00
Talya Psek	Para Professional	5.0	\$350.00	\$1,750.00
Subtotal				\$40,038.78
Harmonized Sales Tax (13.0%)				\$5,205.04
Total				\$45,243.82
Payment (02/11/2025)				-\$15,000.00
Payment (02/26/2025)				-\$30,243.82
Balance Owing				\$0.00

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10822	03/14/2025	\$40,947.81	\$0.00	\$40,947.81

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10794	02/18/2025	\$45,243.82	\$45,243.82	\$0.00
			Outstanding Balance	\$40,947.81
			Total Amount Outstanding	\$40,947.81

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

DODICK LANDAU

Invoice # 10806
Issued Date: 02/10/2025

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

JBT Transport Inc.
425 Melair Drive
Ayr, Ontario
N0B 1E0

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: JBT-0125-00212

Date	Description	Name	Hourly Rate	Hours	Total
02/03/2025	Notice of Intention to make a proposal: E-Filing forms 29 & 30. Efile cash flow statement. x 7 companies. Save all documents to drive.	BM	\$350.00	1.80	\$630.00
02/04/2025	Receivership - Court Appointed: Call with Naomi L. Email exchanges with legal and management.	RD	\$550.00	0.69	\$379.50
02/04/2025	Proposal - Division 1: responding to suppliers and discussion w RD re next steps	NL	\$450.00	0.83	\$373.50
02/04/2025	Notice of Intention to make a proposal: Correspond with creditor.	BM	\$350.00	0.10	\$35.00
02/04/2025	Proposal - Division 1: Call with management and legal counsel. Email exchange with management.	RD	\$550.00	0.70	\$385.00
02/05/2025	Proposal - Division 1: review of revised cash flow, call w GT and Jonathan re same, review of emails	NL	\$450.00	1.70	\$765.00
02/05/2025	Proposal - Division 1: Review revised cash flow forecast. Meet with CFO to review changes to the cash flow forecast. Email to legal counsel re: cash flow.	RD	\$550.00	2.43	\$1,336.50
02/06/2025	Proposal - Division 1: Review updated draft affidavit of Medeiros.	RD	\$550.00	0.30	\$165.00
02/06/2025	Proposal - Division 1: Review amendments to report by legal counsel.	RD	\$550.00	0.50	\$275.00

02/06/2025	Proposal - Division 1: Call with creditor.	RD	\$550.00	0.10	\$55.00
02/06/2025	Proposal - Division 1: Review initial order.	RD	\$550.00	0.50	\$275.00
02/06/2025	Proposal - Division 1: review of emails re disbursements, filing materials	NL	\$450.00	0.82	\$369.00
02/06/2025	Proposal - Division 1: Calls with Naomi L. Email exchanges	RD	\$550.00	0.60	\$330.00
02/07/2025	Proposal - Division 1: Email exchanges with creditors. Discussions with legal counsel.	RD	\$550.00	0.30	\$165.00
02/07/2025	Proposal - Division 1: Drafting report to Court.	RD	\$550.00	1.80	\$990.00
02/07/2025	Proposal - Division 1: approving payables	NL	\$450.00	0.22	\$99.00
02/08/2025	Proposal - Division 1: Review, amend and finalize report to Court. Calls with Graham P. and Naomi L.	RD	\$550.00	7.07	\$3,888.50
02/08/2025	Proposal - Division 1: review of report to Court	NL	\$450.00	2.26	\$1,017.00
02/10/2025	Proposal - Division 1: Preparation for Court hearing. Review various documents.	RD	\$550.00	1.20	\$660.00
02/10/2025	Proposal - Division 1: Attend Court hearing.	RD	\$550.00	2.00	\$1,100.00

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		5.83	\$450.00	\$2,623.50
Rahn Dodick	LIT, CIRP, CPA, President	18.19	\$550.00	\$10,004.50
Brenda McKnight	Para Professional	1.9	\$350.00	\$665.00
Subtotal				\$13,293.00
Harmonized Sales Tax (13.0%)				\$1,728.09
Total				\$15,021.09
Payment (02/26/2025)				-\$15,021.09
Balance Owing				\$0.00

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10822	03/14/2025	\$40,947.81	\$0.00	\$40,947.81

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
----------------	--------	------------	-------------------	-------------

10806	02/10/2025	\$15,021.09	\$15,021.09	\$0.00
			Outstanding Balance	\$40,947.81
			Total Amount Outstanding	\$40,947.81

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Payment is due upon receipt.

DODICK LANDAU

Invoice # 10822
Issued Date: 03/04/2025

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

JBT Transport Inc.
425 Melair Drive
Ayr, Ontario
N0B 1E0

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: JBT-0125-00212

Date	Description	Name	Hourly Rate	Hours	Total
02/06/2025	Proposal - Division 1: Telephone calls throughout the day, explain process - 6	BM	\$350.00	0.40	\$140.00
02/10/2025	Proposal - Division 1: review of disbursements, discussion re hearing	NL	\$450.00	0.52	\$234.00
02/10/2025	Proposal - Division 1: Call with Graham P.	RD	\$550.00	0.21	\$115.50
02/10/2025	Proposal - Division 1: Heritage TL - scan affidavit, reprint, save. Various telephone calls with several creditors. Outline NOI procedure for each call.	BM	\$350.00	0.50	\$175.00
02/11/2025	Proposal - Division 1: Call with Naomi L.	RD	\$550.00	0.08	\$44.00
02/11/2025	Proposal - Division 1: discussing next steps with Rahn	NL	\$450.00	0.30	\$135.00
02/11/2025	Proposal - Division 1: Review endorsement and order.	RD	\$550.00	0.39	\$214.50
02/12/2025	Proposal - Division 1: review of emails, sending cash flow to TD's counsel	NL	\$450.00	1.87	\$841.50
02/12/2025	Proposal - Division 1: Call with company legal counsel. Call with Naomi L. Email to managmeent. Review list of vendor's holding loads hostage. Call with Graham P.	RD	\$550.00	2.98	\$1,639.00

02/12/2025	Proposal - Division 1: Send creditor packages, 1 for JBT and 1 for Heritage Truck Lines.	BM	\$350.00	0.30	\$105.00
02/12/2025	Proposal - Division 1: Send creditor packages re Warehouse and Logistics.	BM	\$350.00	0.20	\$70.00
02/12/2025	Proposal - Division 1: Add employee creditor, correspond, log claim.	BM	\$350.00	0.20	\$70.00
02/12/2025	Proposal - Division 1: Email exchange with carrier holding load.	RD	\$550.00	0.20	\$110.00
02/13/2025	Proposal - Division 1: Heritage Northern - add creditor to list of creditors, produce unsigned copy for A/R insurance purpose for creditor Polaris.	BM	\$350.00	0.30	\$105.00
02/13/2025	Proposal - Division 1: Heritage Warehousing - email from laid off employee. Add to creditor list for severance pay at amounts stated.	BM	\$350.00	0.40	\$140.00
02/13/2025	Proposal - Division 1: disbursement approval and related discussion w RD	NL	\$450.00	0.98	\$441.00
02/13/2025	Proposal - Division 1: Call and email exchanges re: carrier held loads. Call with Naomi L.	RD	\$550.00	0.37	\$203.50
02/13/2025	Proposal - Division 1: Receive various emails re amounts listed or not listed. Make corrections as per creditor, advise claim comes later.	BM	\$350.00	0.60	\$210.00
02/14/2025	Proposal - Division 1: call w Jonathan re disbursements including critical payments	NL	\$450.00	0.64	\$288.00
02/14/2025	Proposal - Division 1: Email exchanges. Call with Carrier. Call with Kyle M.	RD	\$550.00	0.39	\$214.50
02/18/2025	Proposal - Division 1: disbursement approval	NL	\$450.00	0.06	\$27.00
02/18/2025	Proposal - Division 1: Call with Denis M. Email to CFO.	RD	\$550.00	0.24	\$132.00
02/19/2025	Proposal - Division 1: Call with management.	RD	\$550.00	0.28	\$154.00
02/20/2025	Proposal - Division 1: disbursement approval, review of trust calculations, call with Jonathan, attending call with GT re SISP	NL	\$450.00	3.06	\$1,377.00
02/20/2025	Proposal - Division 1: Email exchanges. Review stalking horse offer analysis and liquidation analysis. Call with stalking horse bidder's advisor. Memo to file. Email exchanges.	RD	\$550.00	4.95	\$2,722.50
02/20/2025	Proposal - Division 1: Review emails and respond to Jessica W.	RD	\$550.00	0.11	\$60.50
02/21/2025	Proposal - Division 1: Call with Caitlin Fell. Call with Dan S. Call with Naomi L. to review report to Court. Calls with Graham P. Email exchanges.	RD	\$550.00	2.62	\$1,441.00

02/21/2025	Proposal - Division 1: call w Rahn re next report	NL	\$450.00	1.11	\$499.50
02/22/2025	Proposal - Division 1: Email exchanges. Call with Naomi L. Review draft motion material and provide comments to legal counsel of debtor.	RD	\$550.00	2.91	\$1,600.50
02/22/2025	Proposal - Division 1: call with company, responding to emails	NL	\$450.00	0.51	\$229.50
02/23/2025	Proposal - Division 1: Review amendments to motion material. Prepare alternative liquidation analysis. Respond to debtor legal counsel with comments. Call with Monitor's legal counsel.	RD	\$550.00	3.59	\$1,974.50
02/23/2025	Proposal - Division 1: disbursement approval, review of extended cash flow, review of amended orders, drafting report to Court	NL	\$450.00	1.97	\$886.50
02/24/2025	Proposal - Division 1: review of cash flow and drafting report to Court	NL	\$450.00	4.99	\$2,245.50
02/24/2025	Proposal - Division 1: Review Court material. Review cash flow. Call with Naomi L. Call with legal counsel to TD Bank. Email exchanges.	RD	\$550.00	2.85	\$1,567.50
02/24/2025	Proposal - Division 1: Receive email, update creditor list for JBT, Heritage Truck Lines, Drumbo with information provided by creditor.	BM	\$350.00	0.20	\$70.00
02/25/2025	Proposal - Division 1: working on Court report	NL	\$450.00	9.39	\$4,225.50
02/25/2025	Proposal - Division 1: Call with Naomi L. Discuss report to Court, cash flow and SHB analysis.	RD	\$550.00	0.80	\$440.00
02/25/2025	Proposal - Division 1: Review materials regarding lien claim.	RD	\$550.00	1.07	\$588.50
02/25/2025	Proposal - Division 1: Call back creditor Jason Price 4163175576 re JBT & creditor inquiry.	BM	\$350.00	0.10	\$35.00
02/25/2025	Proposal - Division 1: Review TD Bank supplemental application record. Email exchanges with legal counsel.	RD	\$550.00	0.80	\$440.00
02/25/2025	Proposal - Division 1: Review, draft and finalize report to Court, cash flow forecast and cash flow variance. Email exchanges with legal counsels. Calls with Naomi L.	RD	\$550.00	5.15	\$2,832.50
02/26/2025	Proposal - Division 1: finalizing report to Court, approving disbursements	NL	\$450.00	1.14	\$513.00
02/26/2025	Proposal - Division 1: Research re CCAA. Prepare notice for Globe and Mail. Leave with RD for review.	BM	\$350.00	2.50	\$875.00
02/26/2025	Proposal - Division 1: Review, amend and finalize report to Court. Discuss amendments to SISP with applicants' legal counsel and	RD	\$550.00	4.46	\$2,453.00

Monitor's legal counsel. Numerous email exchanges.

Respond to TD Bank's concerns regarding the pre-filing cash flow forecast filed.

02/27/2025	Proposal - Division 1: Receive Loopstra Nixon LLP invoice. Prepare cheque requisition and cheque from retainer account. Update retainer account. Speak to creditor re inquiry on procedure.	BM	\$350.00	0.40	\$140.00
02/27/2025	Proposal - Division 1: Attend comeback Court hearing. Call with Graham P.	RD	\$550.00	3.85	\$2,117.50
02/27/2025	Proposal - Division 1: approving disbursements	NL	\$450.00	0.10	\$45.00
02/28/2025	Proposal - Division 1: Email exchanges. Review Court's endorsement.	RD	\$550.00	0.49	\$269.50
02/28/2025	Proposal - Division 1: review of emails and disbursements	NL	\$450.00	0.30	\$135.00
02/28/2025	Proposal - Division 1: Scan documents and prepare documents to be sent to OSB. E-file Order (Continuation under the CCAA) and Endorsement_February 27 2025 to each of 7 companies.	BM	\$350.00	1.00	\$350.00
03/03/2025	Proposal - Division 1: corresponding with the Company	NL	\$450.00	0.11	\$49.50
03/03/2025	Proposal - Division 1: Scan all documents ie. efile confirmations for Order and Endorsement. Scan to each file. Save to drive. File documents.	BM	\$350.00	0.70	\$245.00

Name	Title	Hours	Hourly Rate	Total
Naomi Lieberman		27.05	\$450.00	\$12,172.50
Rahn Dodick	LIT, CIRP, CPA, President	38.79	\$550.00	\$21,334.50
Brenda McKnight	Para Professional	7.8	\$350.00	\$2,730.00
Subtotal				\$36,237.00
Harmonized Sales Tax (13.0%)				\$4,710.81
Total				\$40,947.81

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10822	03/14/2025	\$40,947.81	\$0.00	\$40,947.81
Outstanding Balance				\$40,947.81
Total Amount Outstanding				\$40,947.81

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice

Checking Information

Send Cheques to: Dodick Landa Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON, M3K 2A7

Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address: Beneficiary Bank: TD Canada Trust
2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada

Intermediary Bank: Bank of America, New York, NY (U.S. Wires)

Bank ABA/Routing #: 026 009 593

Name/Account #: Beneficiary Name: Dodick Landau Inc.
Beneficiary Account: 5272423
Beneficiary Transit: 14822
Bank Code: 004

SWIFT: TDOMCATTOR

Please include the invoice number 10822 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

Dodick Landau Inc.

951 Wilson Avenue, Suite 15L

Toronto, ON

M3K 2A7

Phone: 416-645-0552

www.dodick.ca

Invoice # 10822

Issued Date: 03/04/2025



Pay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera's view.

Or, [click here](#) if you're viewing on a computer or smartphone.

THE TORONTO-DOMINION BANK

Applicant

-and-

JBT TRANSPORT INC., et al.

Respondents

Court File No. CV-25-00736572-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced in **TORONTO**

AFFIDAVIT OF FEES

DODICK LANDAU INC.
951 Wilson Avenue, Unit 15L
Toronto, ON M3K 2A7

Rahn Dodick
Tel: (416) 736-4357
E-mail: rahn.dodick@dodick.ca

APPENDIX I

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

-and-

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., AND HERITAGE WAREHOUSING & DISTRIBUTING INC.**

Respondents

**AFFIDAVIT OF GRAHAM PHOENIX
(Sworn July 15, 2025)**

I, **GRAHAM PHOENIX**, of the City of Toronto, in the Province of Ontario, **AFFIRM
AND SAY:**

1. I am a lawyer at the law firm Loopstra Nixon LLP ("**Loopstra Nixon**"). Loopstra Nixon acted as counsel to Dodick Landau Inc., the court-appointed Monitor (the "**Monitor**") in the proceedings commenced under the *Companies' Creditors Arrangement Act* by the Respondents. under Court File No. CV-25-00736572-00CL (the "**CCAA Proceedings**"). The CCAA Proceedings were terminated on March 6, 2025, with the commencement of the within receivership proceedings. Accordingly, I have knowledge of matters hereinafter deposed to.

2. An Administration Charge was established in the CCAA Proceedings to secure payment of the Court-approved fees and disbursement of, *inter alia*, the Monitor and its counsel. Such Administration Charge was not vacated by the within receivership and remains in full force and effect. Accordingly, as required by the terms of the Administration Charge, Loopstra Nixon

has prepared this affidavit in support of a request for Court approval of its fees and disbursements as detailed herein, for future payment under the Administration Charge.

3. For greater certainty, the fees and disbursements detailed herein relate exclusively to services rendered to the Monitor prior to the termination of the CCAA Proceedings and the commencement of the within receivership.

4. Attached hereto and marked as **Exhibit "A"** are true copies of the Statement of Accounts issued by Loopstra Nixon in respect of services rendered for the period from February 3, 2025, through March 6, 2025 (the "**Billing Period**"). During the Billing Period, the total fees and disbursements billed were \$27,518.00 and \$0.00, respectively, and applicable taxes of \$3,577.35 for an aggregate amount of \$31,095.35.

5. As set out in the following table, 42.80 hours were billed by Loopstra Nixon during the Billing Period, resulting in an average hourly rate of \$642.94 (exclusive of applicable taxes):

Name of Professional	Total Hours	Hourly Rate(s) (\$)
R.G. Phoenix (2006)	32.30	\$745
Shahrazad Hamraz (2022)	6.30	\$425
Amanda Adamo (Law Clerk)	4.20	\$185

6. I confirm that the activities detailed in the Statement of Accounts attached hereto as Exhibit "A" accurately reflect the services provided by Loopstra Nixon; and, that the rates charged are the standard hourly rates for each such professional at the time that such charges were incurred.

7. In connection with the within accounts, Loopstra Nixon has been paid \$11,025.98 and holds nil (\$0.00) on retainer in trust.

8. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Loopstra Nixon, and for no other reason or improper purpose.

AFFIRMED BEFORE ME at
the City of Toronto, in the
Province of Ontario, this
15th day of July, 2025



A Commissioner for taking affidavits, etc.

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GRAHAM PHOENIX

This is Exhibit "A" referred to in the Affidavit of Graham Phoenix affirmed before me this 15th day of July, 2025.



A Commissioner, etc.



February 10, 2025

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@LN.Law
RGP Professional Corporation

CONFIDENTIAL

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto ON M3H 5S4

Matter No. 09646-0008

Attention: Rahn Dodick

RE: NOI of JBT Transport Group.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including February 10, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



February 10, 2025

Invoice No. 164779

Matter No. 09646-0008

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto ON M3H 5S4

Attention: Rahn Dodick

RE: NOI of JBT Transport Group.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to February 10, 2025.

OUR FEE	\$9,757.50
HST on Fees @ 13%	\$1,268.48

Total Fees, Disbursements and HST	<u>\$11,025.98</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
RGP/tha

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 10-Feb-2025

February 10, 2025

Invoice No. 164779

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto ON M3H 5S4

Matter No. 09646-0008

Attention: Rahn Dodick

RE: NOI of JBT Transport Group.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
03-Feb-2025	Emails re next steps in proceedings and conversion to CCAA. Call with R. Dodick. Call with company and trustee.	RGP	1.10
04-Feb-2025	Call with counsel re: carrier issues and proposed CCAA conversion.	RGP	0.60
05-Feb-2025	Review and comment on DIP and initial Order. (1.0) Revise draft PT report re: CCAA and send to Monitor (1.9).	RGP	2.90
06-Feb-2025	Review and comment on application materials. Review final filings.	RGP	1.20
06-Feb-2025	Emails with Monitor.	RGP	0.30
06-Feb-2025	Phone call with G. Phoenix. To drafting pre-filing report cover/back page & service list. Email to G. Phoenix	AMA	0.50
08-Feb-2025	Review and comment on draft report. Emails and call with R. Dodick. Review comments form counsel to JBT. Finalize and serve same.	RGP	3.60
08-Feb-2025	Text messages with G. Phoenix regarding service of Pre-Filing Report & instructions on Affidavit of Service	AMA	0.10
09-Feb-2025	Prepare for hearing.	RGP	1.00
09-Feb-2025	To drafting and finalize Affidavit of Service. MS Teams with S. Hamraz regarding commissioning the same. To file Pre-Filing Report & Affidavit of Service with the Court via JSO Portal. To provide update to G. Phoenix	AMA	1.00
10-Feb-2025	Prepare for and attend hearing	RGP	2.00
OUR FEE			\$9,757.50



Time Summary

Hours

Amanda Adamo

1.60

R. Graham Phoenix

12.70

Total hours:

14.30



March 19, 2025

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@LN.Law
RGP Professional Corporation

CONFIDENTIAL

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto ON M3H 5S4

Matter No. 09646-0008

Attention: Rahn Dodick

RE: NOI of JBT Transport Group.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including March 7, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



March 19, 2025

Invoice No. 167270

Matter No. 09646-0008

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto ON M3H 5S4

Attention: Rahn Dodick

RE: NOI of JBT Transport Group.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to March 7, 2025.

OUR FEE	\$17,760.50
HST on Fees @ 13%	\$2,308.87

Total Fees, Disbursements and HST	<u>\$20,069.37</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
RGP/tha

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 07-Mar-2025

March 19, 2025

Invoice No. 167270

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto ON M3H 5S4

Matter No. 09646-0008

Attention: Rahn Dodick

RE: NOI of JBT Transport Group.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
24-Feb-2025	Electronically file emails with counsel regarding possible motion dates	AMA	0.00
26-Feb-2025	Email B. McKnight a copy of Feb 10th invoice	AMA	0.00
04-Mar-2025	Receive email from R. Gordon (Team Logistics Inc.) regarding update on Court proceedings. Internal email with G. Phoenix	AMA	0.00
04-Feb-2025	Call with company counsel re: carriers.	SHH	0.60
11-Feb-2025	Emails with court. Receive and review CCAA order.	RGP	0.10
12-Feb-2025	Call with C. Fell. Call with Monitor. Emails re: carriers.	RGP	0.70
20-Feb-2025	Call to C. Fell re: report. Various emails appraisals, etc. Review offers etc.	RGP	1.00
21-Feb-2025	Call with R. Dodick re: report and comments on appraisal. Review draft SISP. Call to counsel to company to discuss pending materials. Call with R. Dodick re: Same.	RGP	0.90
22-Feb-2025	Review all draft materials. Comments to client and company.	RGP	2.20
23-Feb-2025	Call with Monitor. Review and revised SISP. Circulate to Company counsel.	RGP	1.40
24-Feb-2025	Emails and calls with counsel to company. Emails and calls with R. Dodick. Review final filed materials	RGP	1.50
24-Feb-2025	To drafting document shell for the Monitor's Report	AMA	0.20
25-Feb-2025	Review of final filed materials of company and TD. Call with counsel to company re: Monitor cash flow misunderstanding. Emails and call with Monitor. Review and comment on Monitor's report.	RGP	2.40



26-Feb-2025	Review and provide further comment on report language. Call with counsel to Applicant re: SISP changes and SH changes. Call with Monitor. Finalize report for serve. Direction to LN team re: service. Correct error in materials. Prep for hearing.	RGP	4.10
26-Feb-2025	Review motions materials.	SHH	1.20
26-Feb-2025	Phone call with G. Phoenix regarding Monitor's Report. To compile and prepare same for service. Serve Monitor's Report via email, draft Affidavit of Service and have the same commissioned. File materials with the Court via JSO portal	AMA	1.00
26-Feb-2025	Phone call with G. Phoenix regarding issue with materials. Call Commercial List intake office - no answer. Email Commercial List filing office regarding issue with Material & receive confirmation they have not been filed. Revise Monitor's Report per G. Phoenix's instructions and to re-serve via email. Draft Affidavit of Service and have the same commissioned. Re-file materials with the Court via the JSO portal. Upload materials to Caselines site	AMA	1.00
27-Feb-2025	Prepare for an attend hearing. Discussions with client and counsel to company following same.	RGP	3.10
27-Feb-2025	Attend hearing.	SHH	4.50
27-Feb-2025	Receipt of confirmation of filing	AMA	0.10
28-Feb-2025	Review endorsements. Emails with Monitor. Email to clerk re: communications with Carriers.	RGP	0.70
28-Feb-2025	To provide R. Gordon with update on February 27th Court hearing. Provide R. Gordon a copy of Justice Kimmel's Endorsement	AMA	0.10
28-Feb-2025	Receive, review and electronically file Endorsement of Justice Kimmel	AMA	0.10
04-Mar-2025	Review Kimmel J's decisions. Report to Rahn. Discussion with company counsel. Discussion with Bank's counsel.	RGP	0.40
05-Mar-2025	Review email from R. Gordon. Email with G. Phoenix	AMA	0.10
06-Mar-2025	Calls with counsel to Applicants and counsel to TD re: draft order. Call with R. Dodick. Email to court re: same and suggested language/endorsement.	RGP	1.10
OUR FEE			\$17,760.50

Time Summary

Hours

Amanda Adamo

2.60



LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

R. Graham Phoenix	19.60
Shahrazad Hamraz	6.30
Total hours:	28.50

THE TORONTO-DOMINION BANK -and- JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00736572-00CL

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

Proceeding commenced at **TORONTO**

AFFIDAVIT OF FEES

LOOPSTRA NIXON LLP

130 Adelaide Street W., Suite 2800
Toronto, ON M5H 3P5

R. Graham Phoenix (LSO No.: 52650N) /

Shahrazad Hamraz (LSO No.: 85218H)

Tel: (416) 748-4776 / (416) 748-5116

Email: gphoenix@LN.law / shamraz@LN.law

Lawyers for the Monitor, Dodick Landau Inc.

THE TORONTO-DOMINION BANK

and

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

SECOND REPORT OF THE RECEIVER

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
BDO Canada Limited

THE TORONTO-DOMINION BANK

and

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

MOTION RECORD

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
BDO Canada Limited