

Province of: Manitoba  
Judicial Centre: Winnipeg  
Court No. CI 25-01-53857

**FORM 87**  
**Notice and Statement of the Receiver**  
**(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)**

**IN THE MATTER OF THE RECEIVERSHIP OF**  
**10047277 MANITOBA LTD. and LONGVIEW LOGISTICS LTD.**  
**of the City of Winnipeg, in the Province of Manitoba**

The Receiver gives notice and declares that:

1. On the 8<sup>th</sup> day of October 2025 (the “**Date of Receivership**”), BDO Canada Limited (“**BDO**”) was appointed by the Court of King’s Bench for Manitoba (the “**Court**”) as the receiver (the “**Receiver**”) in respect of certain equipment (the “**Vanguard Trailers**” or the “**Property**”) in the possession of 10047277 Manitoba Ltd. and Longview Logistics Ltd. (collectively the “**Debtor Companies**”), insolvent persons, acquired for or used in relation to the business carried on by the Debtor Companies as detailed below:

<b>Description</b>			
2023	Vanguard VXP	Trailer	5V8VC5324PM307968
2023	Vanguard VXP	Trailer	5V8VC5326PM307969
2023	Vanguard VXP	Trailer	5V8VC5322PM307970
2023	Vanguard VXP	Trailer	5V8VC5324PM307971
2023	Vanguard VXP	Trailer	5V8VC5326PM307972
2023	Vanguard VXP	Trailer	5V8VC532XPM307974
2023	Vanguard VXP	Trailer	5V8VC5321PM307975
2023	Vanguard VXP	Trailer	5V8VC5323PM307976
2023	Vanguard VXP	Trailer	5V8VC5325PM307977
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2023	Vanguard VXP	Trailer	5V8VC5321PM307989
2023	Vanguard VXP	Trailer	5V8VC532XPM307991
<b>Estimated Value</b>			<b>\$1,807,051<sup>(1)</sup></b>

(1) As the Receiver has not been provided with any financial details by the Debtor Companies as at the date of this notice and statement, the estimated value is based on the outstanding balance owing to National Bank of Canada as disclosed in the Affidavit of Christopher Cameron sworn September 25, 2025. The net realizable value of the Property will differ from this value, and the differences may be significant.

2. Attached hereto as **Schedule “A”** is the October 8, 2025 Receivership Order.
3. On the Date of Receivership, the Debtor Companies represented to the Receiver that all of the Vanguard Trailers had previously been stolen, and that the theft was previously reported to the Royal Canadian Mounted Police (the “**RCMP**”) on or about June 4, 2025. The Receiver is continuing to correspond with the RCMP in an effort to provide additional details to locate the Property.

4. The following information relates to the receivership:

- (a) Head office address of insolvent persons: 13 Raynhem Dr., Centerport, MB R4B 0A1
- (b) Principal line of business: Long haul trucking and transportation
- (c) Locations of business:
  - 13 Raynhem Dr. Centerport, MB R4B 0A1;
  - 6920 40 St. N.E., Calgary, AB T3J 4H2; and
  - 15205 131 Ave., Edmonton, AB T5V 0A4.
- (d) Amount owed to each creditor who may hold a security interest in the Property described above is detailed in the table below:

<b>Secured Creditor</b>	<b>Estimated Balance</b>
National Bank of Canada <sup>(1)</sup>	\$1,807,051
<b>Total</b>	<b>\$1,807,051</b>

(1) As at May 9, 2025 based on the Affidavit of Christopher Cameron sworn on September 25, 2025

The other creditors of the Debtor Companies and the amount(s) owed to each creditor are attached hereto as **Schedule "B"**.

- (e) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows:
  - Continue efforts to locate the Vanguard Trailers including, but not limited to, facilitating the RCMP's investigation; and
  - Sale of the Property to maximize net realizations.
- (f) Contact person for the Receiver:
  - BDO Canada Limited  
201 Portage Avenue, 26<sup>th</sup> Floor  
Winnipeg, MB R3B 3K6  
Attention: John R. Fritz, LIT  
Tel: (204)282-9716  
Fax: (833)888-1678

Dated at Winnipeg, Manitoba, this 17<sup>th</sup> day of October.

**BDO CANADA LIMITED,**  
in its capacity as Receiver of certain equipment of  
10047277 Manitoba Ltd. and Longview Logistics Ltd.  
and not in its personal capacity.



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

**SCHEDULE A – RECEIVERSHIP ORDER**

File No. CI 25-01-53857

**THE KING'S BENCH  
WINNIPEG CENTRE**

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

BETWEEN:

**NATIONAL BANK OF CANADA,**

Applicant,

- and -

**10047277 MANITOBA LTD. and LONGVIEW LOGISTICS LTD.,**

Respondents.

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ORDER  
(Appointing Receiver)

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**PITBLADO LLP**  
Barristers and Solicitors  
2500 - 360 Main Street  
Winnipeg, Manitoba  
R3C 4H6

Catherine E. Howden / Johanna Thiessen  
howden@pitblado.com / jthiessen@pitblado.com

Phone No. 956-0560  
Fax No. 957-0227

(File No. 67687.1)



**SERVICE**

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

**APPOINTMENT**

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

**RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Vanguard Trailers and any and all proceeds, receipts and disbursements arising out of or from the Vanguard Trailers;
- (b) to receive, preserve, and protect the Vanguard Trailers, or any part or parts thereof, and to enter into or onto any property or premises owned or controlled by the Debtor in furtherance of same, including, but not limited to, the changing of locks and security codes, the relocating of the Vanguard Trailers, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Vanguard Trailers;
- (e) to execute, assign, issue and endorse documents of whatever nature in respect of the Vanguard Trailers, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (f) to market any or all of the Vanguard Trailers, including advertising and soliciting offers in respect of the Vanguard Trailers or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (g) to sell, convey, transfer, lease or assign the Vanguard Trailers or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (h) Notwithstanding paragraph 3(g) above, to sell (the "**Sale Transaction**") any of the Vanguard Trailers (the "**Purchased Assets**") without further approval of this Court by way of public auction or auctions (the "**Auction**") to a purchaser or purchasers (the "**Purchasers**") on the terms and conditions set out in paragraph 4 below;
- (i) to apply for any vesting order or other orders necessary to convey the Vanguard Trailers or any part or parts thereof to a Purchaser thereof, free and clear of any liens or encumbrances affecting such Vanguard Trailers;

- (j) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Vanguard Trailers and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Vanguard Trailers;
- (l) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor, all in relation to the Vanguard Trailers; and
- (m) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **VESTING IN PURCHASER**

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

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

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

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

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

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE VANGUARD TRAILERS**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

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

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

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

#### **FUNDING OF THE RECEIVERSHIP**

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

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

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

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

### **SERVICE AND NOTICE**

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

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

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

**GENERAL**

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

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

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

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

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

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

October 8, 2025

Justice  
Grammond

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

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J.

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

AS DIRECTED BY THE HONOURABLE MADAM JUSTICE GRAMMOND.

**Schedule "A"**

<b>Year</b>	<b>Make/Model</b>	<b>Description</b>	<b>Serial No.</b>
2023	Vanguard VXP	trailer	5V8VC5324PM307968
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**SCHEDULE “B”  
RECEIVER’S AUCTION CERTIFICATE**

**RECITALS**

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

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

**THE RECEIVER CERTIFIES** the following:

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

[LIST PURCHASED ASSETS]

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "C"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

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

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

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

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE B – LIST OF CREDITORS**

<b>Other Creditors</b>	<b>Estimated Balance</b>
Unknown	\$-