

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

**B E T W E E N:**

**ROYAL BANK OF CANADA, IN ITS CAPACITY AS FINANCIAL SERVICES AGENT**

Applicant

- and -

**TPINE CANADA SECURITIZATION LP and TPINE CANADA GP INC.**

Respondents

**IN THE MATTER OF AN APPLICATION 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. C. 43, AS AMENDED**

**THIRD REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS  
COURT-APPOINTED RECEIVER**

**June 30, 2026**

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## INTRODUCTION AND PURPOSE OF THIS REPORT

### A. Introduction

1. On September 24, 2024, pursuant to an order (the “**Initial Appointment Order**”) of the Ontario Superior Court of Justice (Commercial Court) (the “**Court**”), BDO Canada Limited (“**BDO**”) was appointed receiver and manager, without security, to act as Replacement Servicer of the Repossessed Assets (both as defined in the Turn-Over Order (as defined below)) in the possession of a Pride Entity (as defined below) as of its Effective Turn-Over Time (as defined in the Turn-Over Order) or for which steps had been taken by the relevant Pride Entity to repossess, including, without limitation, the Repossessed Assets listed in Schedule “A” to the Initial Appointment Order, as may be updated or amended from time to time, together with any rights, benefits, claims or proceeds related to such assets (collectively the “**Initial Receivership Property**”).
2. On March 17, 2025, the Court granted an amended and restated Initial Appointment Order (the “**Amended and Restated Appointment Order**”) which, among other things, extended BDO’s appointment as receiver and manager (in such capacities, the “**Receiver**”), without security, over all the assets, undertakings and properties of TPine Canada Securitization LP (the “**SPV**”), acquired for, or used in relation to a business carried on by the SPV or TPine Canada GP Inc. (“**TPine GP**”), in its capacity as general partner of the SPV, including, without limitation, the assets listed in Schedule “A” to the Amended and Restated Appointment Order, as may be updated or amended by the Receiver from time to time, together with any rights, benefits, claims or proceeds related to such assets (the “**Receivership Property**”). The Amended and Restated Appointment Order also, among other things, (i) extended the Receiver’s Charge and Receiver’s Borrowing Charge (both as defined in the Initial Appointment Order) over the Receivership Property, (ii) expanded the Receiver’s powers to provide the Receiver with the powers to deposit receipts and make disbursements from the SPV’s collection account (a “blocked account” controlled by TPine GP) (the “**Collection Account**”), and to remit GST and HST collected directly to the Canada Revenue Agency (“**CRA**”), and (iii) required that TPine Leasing Capital Corporation (“**TLCC**”) provide the Receiver with books, records and information related to the performance of the Lease Portfolio (as defined below). The Amended and Restated Appointment Order is attached hereto as **Appendix “A”**.

3. On January 13, 2026, the Court granted an Order (the “**Collection Plan Order**”) which, among other things, authorized the Receiver to conduct a process (the “**Collection Plan**”) for the quantification and resolution, through settlement or adjudication, of claims by the Receiver for outstanding amounts owing by Defaulting Obligors (as defined in the Collection Plan Order) under a lease with (or in favour of) TLCC and which constitutes Receivership Property. Pursuant to the Collection Plan Order, among other things, Defaulting Obligors may either: (i) enter into a payment plan, (ii) commence making payments and extend the term of their lease, or (iii) return the trailer, motor vehicle or equipment under the Defaulted Leases (the “**Equipment**”). In addition, the Collection Plan Order provided for resolving disputes with Defaulting Obligors regarding the amount payable under the leases which were transitioned to the Receiver and a process for obtaining judgement against the Undefending Defaulting Obligors (as defined below and in the Collections Plan Order). A copy of the Collections Plan Order is appended hereto as **Appendix “B”**.
4. The Receiver previously served and filed the First Report dated March 10, 2025 (the “**First Report**”) and the Second Report dated January 6, 2026 (the “**Second Report**” and collectively with the First Report, the “**Prior Reports**”). The Second Report provided an overview of the Collection Plan. Copies of the Prior Reports without appendices are appended hereto as **Appendix “C”**.
5. Further background and information regarding these proceedings can be found in the Prior Reports and on the Receiver’s website (the “**Receiver’s Website**”) at <https://www.bdo.ca/tpine>.

## **B. Purpose**

6. This third report of the Receiver dated June 30, 2026 (the “**Third Report**”) is prepared and filed to:
  - (a) provide this Court with certain information pertaining to the Receivership Proceedings, including the activities of the Receiver since the delivery of the Second Report and progress made under the Collection Plan;
  - (b) provide information to the Court to assist it in making its determination regarding the appropriateness of the relief being sought by the Receiver on its motion seeking the following Orders:
    - (i) an order in respect of Undefending Defaulting Obligors (the “**Omnibus Defaulting Judgment Order**”), which, among other things:
      - (A) grants default judgment against each Undefending Defaulting Obligor in the amounts as set out in the Claim (as defined herein) in accordance with the schedule appended to the Omnibus Default Judgment Order;

- (B) directs the Registrar to sign, issue, and enter individual default judgments against each of the Undefending Defaulting Obligors;
  - (C) permits the Receiver to serve garnishment notices on the corporate offices of financial institutions in respect of the default judgments and garnishments;
  - (D) approves the form and substance of each of the notice of garnishment, requisition for garnishment and affidavit for garnishment substantially in the forms attached to the Omnibus Defaulting Judgment Order; and
  - (E) authorizes the Receiver to disclose personal information of Defaulting Obligors, including the information contained in the Credit Files, to its Contractors (as defined in the Amended and Restated Receivership Order), but only to the extent desirable or required to collect and enforce, or attempt to collect and enforce, default judgments against Defaulting Obligors.
- (ii) an order granting certain ancillary relief (the “**Ancillary Relief Order**”), including:
- (A) approving this Third Report and the activities and conduct of the Receiver as described herein; and
  - (B) approving the Receiver’s professional fees and disbursements and those of its legal counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”).

### C. Disclaimer

7. In preparing this Third Report, the Receiver has relied upon unaudited financial information, books and records and other documents provided by and discussions with management of the Pride Entities and the Monitor, as well as on information and reports provided by consultants, agents, and other third-party service providers engaged by the Receiver (the “**Information**”). The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CASs**”) pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.

8. This Third Report has been prepared for the purposes described below and to assist the Court in making a determination of whether to approve the relief sought described below. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Receiver will not assume personal or corporate responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report different than the provisions of this paragraph. Any use which any party, other than the Court, makes of this Third Report or any reliance on or a decision made based upon it is the responsibility of such party.
9. Capitalized terms not defined in this Third Report are as defined in the Prior Reports or the Collections Plan Order, as applicable.
10. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.

#### **ACTIVITIES OF THE RECEIVER**

11. Since the Second Report, the Receiver has (among other things):
  - (a) Reviewed and provided analyses to Royal Bank of Canada, in its capacity as the Financial Services Agent (in such capacity, the “**FSA**”) to negotiate and execute separate MCV Agreements (the “**MCV Agreements**”) on a final basis with various Securitization Parties (as defined in the Turn-Over Order).
  - (b) Engaged in various discussions with Alvarez & Marsal Canada Inc., in its capacity as the CCAA Court-appointed Manager in the Pride CCAA Proceedings (in such capacity, the “**Collateral Manager**”) in respect of various issues arising during the course of the Pride CCAA Proceedings and these Receivership Proceedings.
  - (c) Continued to arrange to insure all the Receivership Property stored with the Dealers and auctioneers.
  - (d) Regularly reconciled inventory listings provided by the Dealers with the Receiver’s records.
  - (e) Engaged in regular discussions and weekly meetings with Vervent Canada Inc. (“**Vervent**”) in respect of various portfolio management related issues including but not limited to Obligor payment defaults, repossessions, portfolio performance, Vervent’s monthly reporting, bank reconciliations, HST/PST collection and reporting, and issues communicated by insurers and Obligors.

- (f) Facilitated the Collection Plan with the assistance of Osler, including by preparing Receiver's Claims and delivering Claims Packages, arranging for the repossession of various Receivership Property from insolvent Obligors, Obligors in default, and Obligors willing to surrender their leased assets in furtherance of the Collection Plan, coordinating with Ritchie Bros. for the return of the Equipment in accordance with the Collection Plan, reviewing Notices of Dispute filed with the Receiver, and entering into settlement discussions and agreements with Obligors.
- (g) Attended bi-weekly meetings and regularly communicated with the FSA in respect of the status of the Receivership Proceedings and day-to-day portfolio management issues.
- (h) Engaged in communications with Obligors in arrears of their lease agreement payments.
- (i) Monitored the hotline and email address established to assist Vervent with servicing the Lease Portfolio and responded to various inquiries from Obligors.
- (j) Communicated with bailiffs and repair shops where Receivership Property has been abandoned and engaged in discussions with such parties to repossess and sell the Receivership Property and deal with the removal of possessory and non-possessory repair and/or storage liens.
- (k) Prepared numerous reconciliations and analysis for the FSA and Vervent on the Lease Portfolio to track sale proceeds, insurance proceeds, assets removed from the portfolio, losses and performance metrics to properly manage the portfolio and ultimately track the history of over 3,500 leases given the imperfect data and information provided by TLCC as the prior Servicer.
- (l) Reviewed numerous motion records and reports delivered, and orders granted, in the Pride CCAA Proceedings to provide advice to the FSA with regard to the TPine Securitization Program.
- (m) Engaged with counsel to the Pride Entities and the Monitor in connection with the Pride CCAA Proceedings.
- (n) Conducted bankruptcy and receivership searches to determine obligor insolvencies and contacted the respective receivers and/or trustees in bankruptcy to determine the possible whereabouts of missing Receivership Property and repossessed same where the location of the asset was known.
- (o) Reviewed and approved recommended reconditioning and repairs to assets retrieved in order to prepare them for sale.
- (p) Reviewed Dealer vehicle and trailer offers and completed sales, including creating Bills of Sale to the respective Dealers, arranging for the transfer of ownerships and the release of liens and PPSA registrations.

- (q) Received and deposited vehicle buyout, insurance and other cheques into the Receiver's trust bank accounts given Vervent's inability to make deposits or withdrawals into the various bank accounts established by the Receiver or the SPV's collections account.
- (r) Reviewed lease payouts to determine entitlement to insurance proceeds and communicated with insurers to cancel and reissue cheques payable only to TLCC (as further described below).
- (s) Engaged with the FSA and Vervent to review and coordinate HST, GST and PST calculations, collections and remittances.
- (t) All correspondence and discussions in respect of the foregoing.
- (u) Prepared this Third Report to the Court.

## **COLLECTION PLAN UPDATE**

### Background

- 12. Pursuant to the Amended and Restated Receivership, the Receiver's mandate includes the administration of leases for 2,588 vehicles. The Receiver administers the leases and the related assets through a third-party service provider, Vervent.
- 13. Notwithstanding the extensive efforts of the Receiver and Vervent, as described in the Second Report, a significant portion of the lessees have not paid the amounts due under their leases and have not cooperated in returning the leased vehicles. In the vast majority of cases, the lessees have refused to make any lease payments while continuing to retain possession of the vehicles and continuing to benefit from the leased vehicles. In certain circumstances, lessees have attempted to negotiate buyouts of the leases for an amount equal to the lessee's opinion of the current value of the vehicle, disregarding the months of continued use of the leased vehicle without payment or the buyout amount set forth in the applicable lease.
- 14. On January 13, 2026, the Court granted the Collections Plan Order, which approved the Collection Plan in respect of Defaulting Obligors.
- 15. The Collection Plan Order permitted the Receiver to assert claims against any Defaulting Obligors (each, a "**Claim**" and collectively the "**Claims**"). Each Claim asserts the Receiver's entitlement to the following:
  - (a) the unpaid monthly obligations owing pursuant to the applicable Lease;
  - (b) all amounts that have or will become due pursuant to the Lease until the termination or expiry of the Lease;

- (c) a fee of \$1,000 representing an estimate of legal and collection costs incurred to the date of issuance of the Collection Plan Order;
- (d) the Receiver’s costs of this proceeding from the Issuance Date on a full or, in the alternative, substantial indemnity basis, plus all applicable disbursements and taxes;
- (e) pre-and post-judgment interest on overdue amounts at the rate of 24% per annum as set out in the applicable Lease or at the rate prescribed by the *Courts of Justice Act*, R.S.O. 1990 c. C. 43, as amended; and
- (f) such further and other relief as the Claims Officer of the Court may deem just.

Collections Plan Activities

16. A summary of the Collection Plan together with deadlines and activities set out in the Collection Plan Order with the status of each activity is set out below.

Activity	Description	Status
<p><b>Service of the Claims Packages</b></p>	<p>The Receiver shall, no later than 30 business days after the date of the issuance of the Collection Plan Order, or such later time as determined by the Receiver, cause a Claims Package to be sent to each Defaulting Obligor. The Claims Package shall contain:</p> <ul style="list-style-type: none"> <li>a. the applicable Claim;</li> <li>b. the Instruction Letter;</li> <li>c. the Collection Plan Order;</li> <li>d. the applicable Settlement Office; a blank form of Notice of Dispute; and</li> <li>e. any other documentation the Receiver deems appropriate.</li> </ul>	<p>On March 6, 2026, the Receiver mailed Claims Packages, relating to 1,040 Leases to 558 Defaulting Obligors that are Lessees (representing 1,532 unique VINs) by regular mail (the “<b>Initial Claims Packages</b>”).</p> <p>The defaulting Lease List together with the Collateral Manager’s defaulting Lease List was posted on the Receiver’s case website.</p> <p>Between March 20, 2026, and March 24, 2026, the Receiver additionally emailed Defaulting Obligors that are Lessees for which the Receiver had email addresses for. This resulted in 620 emails being sent to Defaulting Obligors that are Lessees.</p> <p>On March 31, 2026, the Receiver mailed 980 Claims Packages to Defaulting Obligors that are co-lessees, indemnitors and personal guarantors (the “<b>Other Affected Parties</b>”), relating to the 1,040 defaulted Leases.</p>

		<p>On March 25, 2026, the Receiver emailed 380 Claims Packages to the Other Affected Parties for which it had email addresses.</p>
<b>Publication of a Notice to Obligors</b>	<p>A Notice to Obligors is to be published in Today's Trucking (a print magazine), on trucknews.com (an online news site), and in a related e-newsletter (collectively, "Truck News") and posted on the Receiver's Website.</p>	<p>A Notice to Obligors was published in Truck News on February 26, 2026.</p> <p>The Notice to Obligors was also posted on the Receiver's website on March 6, 2026.</p> <p>For the convenience of the Defaulting Obligors, the Receiver had the notices translated into Punjabi by a certified translator and the Notices were published in both Punjabi and English.</p> <p>Copies of the Truck News notice and the notice posted on the Receiver's Website are attached as <b>Appendix "D"</b>.</p>
<b>Response Deadline</b>	<p>Obligors were to respond within 45 days from the date the Claims Package were sent.</p>	<p>Given the staggered manner in which the Claims Packages were delivered by the Receiver, a Response Deadline of April 20, 2026, was established with respect to the Initial Claims Packages sent to Defaulting Obligors that are Lessees, and a Response Deadline of May 15, 2026, was established with respect to the Claims Packages sent to the Other Affected Parties.</p> <p>However, given the different dates, the Receiver extended the Response Deadline to May 15, 2026 for all Defaulting Obligors.</p> <p>The Receiver has coordinated with Alvarez &amp; Marsal, as Manager, to ensure that responses directed to the wrong Court officer are re-directed as appropriate, without consequences to the Defaulting Obligor.</p>

<p><b>Turn-Over of Equipment</b></p>	<p>If no settlement is reached, unless otherwise agreed by the Receiver, each Defaulting Obligor in possession of any Equipment that is subject to a Defaulted Lease shall, within 10 days after the Response Deadline, turn-over to the Receiver such Equipment.</p> <p>The Claims Packages included addresses for the Ritchie Bros lots across Canada where the Defaulting Obligor could drop off the Equipment.</p>	<p>Given the staggered timing of the delivery of the Claims Packages to the Other Affected Parties, the Receiver extended the deadline for all parties to turnover the Equipment to May 25, 2026.</p>
<p><b>Adjudication of Disputed Claims</b></p>	<p>Following the Notice of Dispute Deadline, the Receiver may, in its sole discretion: (i) refer the dispute raised in the Notice of Dispute to the Claims Officer; or (ii) on notice to the disputing Defaulting Obligor, bring a motion to the Court for purpose of determining the dispute. The Receiver shall be entitled to abandon any Disputed Claim, without costs, at its sole discretion, provided that the Disputed Claim has not yet been referred to the Claims Officer or the Court.</p> <p>The Receiver shall provide notice to the applicable Defaulting Obligor as to whether a Disputed Claim has been referred to the Claims Officer or the Court or abandoned, within 15 business days of the Disputed Claim being so referred or abandoned.</p>	<p>As at the date of this Third Report, the Receiver has received Notices of Dispute from 73 Defaulting Obligors (related to 178 Leases and 256 VINs “<b>Disputed Assets</b>”).</p> <p>To date, no Disputed Claims have been referred to the Claims Officer or have been abandoned. The Receiver continues to review the supporting materials provided within the Notices of Dispute, with the assistance of the Receiver’s counsel, and is working to resolve matters on a consensual basis, if practicable.</p>
<p><b>Right of Appeal</b></p>	<p>The Receiver and the Defaulting Obligor shall be entitled to appeal the applicable Claims Decision to the Court by serving upon the other, within the Appeal Period, being the period that concludes on the 15<sup>th</sup> date following the issuance of a Claims Decision in respect of a Claim by the Claims Officer.</p> <p>If a notice of appeal is not served within such period, then the applicable Claims Decision shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decision.</p>	<p>To date, no Disputed Claims have been referred to the Claims Officer.</p>

17. The Receiver issued a total of 1,040 Claims Packages relating to 558 Defaulting Obligors that are Lessees. In addition, the Receiver issued a total of 980 Claims Packages to over 2,000 Other Affected Parties (where the Other Affected Parties' addresses were the same, the Receiver combined the notices to the Other Affected Parties to save costs). To date, the Receiver has received responses from 314 Defaulting Obligors in respect of 587 Leases (representing 826 VINs). This represents a response rate of 54% of the VINs of Defaulting Obligors.

#### Settlement Agreements

18. The Collections Plan included options to assist Defaulting Obligors to address their lease arrears. One such option was to allow Obligors to enter into payment plans to repay their Outstanding Obligation, including an extension of Obligor's respective Lease (up to 12 months), lump sum payments or a combination of the foregoing. As of the date of this report the Receiver has:
  - (a) entered into settlement agreement with 5 Obligors in respect of 11 Leases with settlement proceeds totaling \$2,310,000. The total amount of these settlement payments have been received;
  - (b) entered into the payment plans with respect to 8 Leases with settlement proceeds estimated at \$231,934. The total amount of received in respect of payment plan to the date of this report total \$171,847; and
  - (c) commenced settlement discussion with 13 Obligors in respect to 28 Leases (representing 50 VINs), which are at various stages of discussion.

#### Notices of Dispute

19. As of the date of this Third Report, the Receiver has received Notices of Dispute with respect to 178 Leases.
20. The Notices of Dispute set out the Defaulting Obligors' various arguments regarding the enforceability of the Leases. The issues raised by the Defaulting Obligors fall into the following three categories: (i) allegations that the Defaulting Obligor signed a second agreement which contained additional or different terms than those contained in the Leases and the terms in the second agreements superseded the applicable Lease; (ii) assertions of the right of set-off in relation to vehicle maintenance cost incurred by the Defaulting Obligor; and (iii) disputes regarding the calculation of the amount owing under the Lease as presented in the Receiver's Claim.
21. After the Response Deadline, 3 Defaulting Obligors submitted a Notice of Dispute. The Receiver has allowed these late responses to be considered. The Receiver is not seeking default judgement against these late filing Defaulting Obligors at this time.

22. The Collection Plan Order requires that Defaulting Obligors – including those who submit a Notice of Dispute – must return the Equipment by April 30, 2026 (which deadline was extended by the Receiver to May 15, 2026) if no settlement was reached by then. Notwithstanding this requirement, only 21 of the 256 Disputed Assets have been returned to date. The remaining 235 Disputed Assets (corresponding to 157 Leases) that are subject to Notice of Dispute have not been returned and the location of the Equipment is unknown.
23. The Receiver is reviewing and evaluating the Notices of Dispute. Once the Receiver and its counsel have fully reviewed the Notices of Dispute it will be in a better position to determine whether it believes it can reach a settlement with the Defaulting Obligors or whether it will refer the disputed claims to the Claims Officer for adjudication.

#### Other Responses

24. In 14 instances, the Receiver has been advised that the Obligors are in insolvency proceedings with respect to 86 Leases (231 VINs). The Collection Plan does not apply to Obligors subject to formal insolvency proceedings under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), the Receiver has removed these Leases from the Collections Plan. In these circumstances the Receiver has filed the respective claims in these proceeding and worked with the relevant court-officer or trustee to repossess the Equipment. In many cases the court-officer or trustee advised that the Equipment could not be located.
25. The Receiver with the assistance of its counsel has engaged in communications with 13 Defaulting Obligors in respect of 28 Leases (representing 50 VINs) where the Defaulting Obligor has made a settlement offer. These settlement offers were not acceptable to the Receiver and the Receiver, through its counsel, has attempted to either continue with settlement discussions or have the Defaulting Obligor file a Notice of Dispute or return the Equipment. These Defaulting Obligors have done neither. As a result, the Receiver intends to treat these Leases and the associated Defaulting Obligors as non-responsive and as Undefending Defaulting Obligors (defined herein).

#### *Omnibus Default Judgement Relief*

26. Pursuant to the Collection Plan Order, any Defaulting Obligor who failed to by the Response Deadline, either: (i) conclude a settlement on the terms set out in the applicable Settlement Offer; or (ii) submit a Notice of Dispute, shall be deemed to be in default (each an “**Undefending Defaulting Obligor**”). As a result;
  - (a) each Undefending Defaulting Obligor shall be deemed to admit the truth of all allegations of fact made in the applicable Claim (each an “**Undefended Claim**”), including the amounts owing by them; and

- (b) the Receiver shall be entitled to omnibus default judgment(s) against the Undefending Default Obligor to be issued by the Court in the amounts set out in the Undefended Claims.
27. At the date of this Third Report, 46 days have lapsed since the extended Response Deadline of May 15, 2026, 445 Defaulting Obligor in respect of 682 Leases (VINs 956) have failed to conclude a settlement, submit a Notice of Dispute by the Response Deadline or otherwise bring their lease accounts current and are therefore Undefending Defaulting Obligor.
28. A significant number of lessees with Defaulted Leases continue to use and benefit from the possession of the Equipment without making payments as required by the Leases entered into by these Defaulted Obligor. The return of the Equipment as required by the Collection Plan is necessary to preserve and safeguard the Equipment, avoid deterioration of the FSA's collateral, and to maximize the recoveries for the benefit of the stakeholders.
29. At this time, the Receiver is seeking an Omnibus Default Judgment Order, among other things:
- (a) noting each Undefending Defaulting Obligor in default and confirming that the amounts stated in the schedule appended hereto as **Appendix "E"** are owing (the "**Default Judgment List**");
  - (b) requiring each Undefending Defaulting Obligor to pay the amounts detailed in the Default Judgment List to the Receiver;
  - (c) directing the Registrar to sign, issue and enter individual default judgments against each Undefending Defaulting Obligor;
  - (d) approving the forms of notice of garnishment, requisition for garnishment and affidavit for garnishment substantially in the forms attached as Schedules "C", "D" and "E" to the Omnibus Default Judgment Order;
  - (e) authorizing the Receiver to disclose the information contained in the Credit Files, including the personal information of Defaulting Obligor, to its Contractors but only to the extent desirable or required to collect and enforce, or attempt to collect and enforce, default judgments against Defaulting Obligor; and
  - (f) permitting the Receiver to serve notices of garnishment on the head office of the garnishee where the garnishee is a financial institution.
30. The Receiver believes that the Omnibus Default Judgment Order is necessary to fulfill its Court-ordered mandate to recover on the Property which are subject of these receivership proceedings in respect of Leases with the Undefending Defaulting Obligor, and that it is now appropriate for the Court to grant the Omnibus Defaulted Judgment Order for the following reasons:

- (a) the relief sought is expressly contemplated by the Collection Plan Order;
- (b) the Claims Packages were duly served on the applicable Undefending Defaulting Obligors;
- (c) the Receiver, Vervent and the Receiver's third-party collections agent, have attempted, in many instances for more than a year, to obtain payment under the Leases or to repossess the Equipment from the Undefending Defaulting Obligors with limited success;
- (d) the Undefending Defaulting Obligors have failed to either: conclude a settlement on the terms set out in the applicable Settlement Offer; submit a Notice of Dispute by the Response Deadline; or return the Equipment as required by the Collection Plan Order;
- (e) the Receiver understands that financial institutions have centralized processes for addressing and actioning garnishment requests (whether received from particular branches or from head office) and have the ability to identify, freeze and garnish all accounts of individual customers across all branches, such that delivery of notices of garnishment to financial institution head offices should not present logistical difficulties;
- (f) bank branch location information is not available for a significant number of the Undefending Defaulting Obligors, and identifying such information would be both costly and inefficient;
- (g) an omnibus default judgment against Undefending Defaulting Obligors is consistent with the intended flexibility of receivership proceedings and the principle in the *Rules of Civil Procedure* that require the Rules to be liberally construed to secure the just, most expeditious and least expensive determination of every civil procedure on its merits; and
- (h) an omnibus default judgment against Undefending Defaulting Obligors is consistent with the approach taken by the Collateral Manager in its collection plan approved by the Court.

#### **RECEIVER'S INTERIM RECEIPTS AND DISBURSEMENTS**

31. The Receiver's statement of Receipts and Disbursements (the "**Interim R&D**") presents receipts, disbursements and the net funds held in each of the Receiver's six (6) trust bank accounts. The Interim R&D is included below.

**Summary of Receipts and Disbursements**

September 24, 2024 to June 24, 2025

\$ CDN

Receipts:

Proceeds from vehicle sales (includes MCV)	33,091,708
Lease and buyout payments received from Obligors	35,398,785
HST collected on lease payments	7,586,344
MCV and MCL payments held in trust & lien trust proceeds	6,938,379
Insurance proceeds	3,625,941
Lease and buyout payments received from Obligors	2,862,884
Advance from secured creditor	709,040
HST collected on vehicle sales	499,813
Interest earned	517,051
Other	144,118
<b>Total Receipts</b>	<b>91,374,063</b>

Disbursements

Loan and interest payments	36,638,604
Transfer to HST trust account	14,075,335
Transfer payments in respect of MCV's to MCV trust account	6,938,379
Loan interest swap payments	795,142
Receiver's fees	1,790,283
Payments to servicer	904,719
Legal fees	1,425,721
Sale commissions	241,565
Tow truck charges	493,935
Turnover fees paid to Monitor	214,688
Storage and lien charges	95,431
Insurance	162,780
HST paid on disbursements	677,028
Other	461,001
<b>Total Disbursements</b>	<b>64,914,611</b>

**Net Receipts over Disbursements 26,459,451**

32. As presented, the largest receipts relate to:

- (a) proceeds from the sale of Repossessed Assets, Receivership Property abandoned at various repair shops, Receivership Property repossessed from insolvent Obligors and from Obligors in default of their lease obligations. This category includes proceeds from both MCVs and SCVs;
- (b) collection of SCV and MCL lease payments from Obligors via Vervent;
- (c) collection of HST on the sale of Repossessed Assets and from lease payments made by Obligors;
- (d) insurance proceeds received from various insurance companies who insured the Receivership Property; and
- (e) an initial advance from the FSA.

33. The largest disbursements relate to:

- (a) interim distributions to the FSA on account of principal and interest;
  - (b) HST payments made to CRA in respect of the 2025 and 2026 HST obligations;
  - (c) payments made to Vervent, as Replacement Servicer, in respect of servicing of the Lease Portfolio;
  - (d) payments made to the Receiver and the Receiver's counsel in respect of professional services provided to the SPV;
  - (e) payments made to the Monitor as required by the Turn-Over Order;
  - (f) insurance premium payments required to insure the Repossessed Assets and Receivership Property that have been repossessed by the Receiver; and
  - (g) reserve payments made to the HST, GST, PST, MCV/MCL and lien trust bank accounts.
34. The Receiver's Interim R&D reports receipts over disbursements of \$26,459,451 for the period ended June 24, 2026.

#### **APPROVAL OF PROFESSIONAL FEES**

35. Pursuant to the Amended and Restated Appointment Order, the Receiver has provided services and incurred disbursements in connection with these Receivership Proceedings that are more particularly described in the Affidavit of Josie Parisi, sworn June 30, 2026 and detailed invoices attached hereto as **Appendix "F"**.
36. The detailed time descriptions contained in the invoice provide a fair and accurate description of the services provided and the amounts charged by BDO as Receiver. Included with the invoice is a summary of the time charges of partners and staff, whose services are reflected in the invoice, including the total fees and hours billed.
37. BDO requests that the Court approve its accounts for the period of December 1, 2025 to May 31, 2026 in the amount of \$1,393,873.28 for fees and disbursements, plus HST of \$181,203.53, for an aggregate amount of \$1,575,076.81.
38. Osler's fees and disbursements for the period of December 1, 2025 to April 30, 2026 were \$957,071.60 plus disbursements of \$64,489.37 and HST of \$132,758.88 for an aggregate amount of \$1,154,319.85 as set out in the affidavit of Tracy Sandler sworn June 30, 2026, a copy of which is attached hereto as **Appendix "G"**.
39. The Receiver respectfully submits that the fees and disbursements incurred by the Receiver and its legal counsel are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Amended and Restated Appointment Order.

**SUMMARY AND RECOMMENDATIONS**

40. Based on the foregoing, the Receiver respectfully requests that the Court grant the relief detailed herein.

All of which is respectfully submitted this 30<sup>th</sup> day of June, 2026.

**BDO CANADA LIMITED,  
solely in its capacity as Receiver of the  
Receivership Property and in no other capacity**



Per:

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

ROYAL BANK OF CANADA, in its capacity as  
Financial Services Agent

TPINE CANADA SECURITIZATION LP and Court File No.: CV-24-00728055-00CL  
- and - TPINE CANADA GP INC.

Applicant

Respondents

IN THE MATTER OF AN APPLICATION 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. C. 43, AS AMENDED

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
PROCEEDING COMMENCED AT TORONTO

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**THIRD REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS  
COURT-APPOINTED RECEIVER**

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