

Court File No. CV-24-00001496-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

DC FREIGHT HAULERS INC.

Respondent

**FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF
DC FREIGHT HAULERS INC.**

MAY 16, 2025

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I. INTRODUCTION

1. An application was made before the Ontario Superior Court of Justice (the “**Court**”) by Royal Bank of Canada (“**RBC**” or the “**Applicant**”) for an Order (the “**Appointment 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, *inter alia*, appointing MSI Spergel Inc. (“**Spergel**”) as receiver (in such capacity the “**Receiver**”), without security, of all of the assets and undertakings and properties of DC Freight Haulers Inc. (the “**Debtor**”) acquired for or used in relation to a business carried on by the Debtor and all proceeds thereof (the “**Property**”).
2. The Debtor is incorporated under the *Business Corporations Act (Ontario)*. Based on the information provided by the Debtor to RBC, the Debtor has offices in Brampton and Milton, Ontario.
3. The Debtor’s corporate profile report indicates that Gurjant Dhanda (“**Gurjant**”) and Harman Kalra (“**Harman**”) of Mississauga and Brampton, respectively, are the Debtor’s officers and directors.
4. According to the Debtor’s website, the Debtor is a trucking company that specializes in refrigerated and cross-border transportation.
5. This report (the “**First Report**”) has been prepared by Spergel as the Court-appointed Monitor (in such capacity, the “**Monitor**”) to provide information to the Court for its consideration in respect of the Applicant’s receivership application (the “**Application**”).
6. The Application was initially heard by the Court on April 11, 2025 (the “Initial Hearing”), by video conference. Following the Initial Hearing, the court issued an endorsement (the “**April 11th Endorsement**”) stating, among other things, as follows:
 - a) “*The applicant brings this application for the appointment of a receiver.*”

- b) *As an interlocutory step, the parties have consented to an order appointing a monitor, and adjourning the application to a later date so that the monitor can provide its report(s) to the court.”*

Pursuant to the Order of the Honourable Justice Chang dated April 11, 2025 (the “**Monitor Order**”), Spergel was appointed as Monitor of the Debtor. Copies of the April 11th Endorsement and the Monitor Order are attached hereto as **Appendices “1”** and **“2”**, respectively.

II. **PURPOSE OF THIS REPORT**

7. The purpose of this First Report is to provide this Court with the information pertaining to:
- a) the Monitor’s efforts to assess the security position of RBC and any factors impacting same following the Initial Hearing;
 - b) the Monitor’s efforts to assess the viability of the Debtor’s business, following the Initial Hearing; and
 - c) certain observations of the Monitor that it views to be relevant with respect to the Application.

III. **TERMS OF REFERENCE**

8. The Monitor has prepared this First Report in connection with the Application initially heard on April 11, 2025, and subsequently adjourned to a later date. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction, or use of this First Report for any other purpose than intended.
9. In preparing this First Report and making comments herein, the Monitor has relied upon certain unaudited, draft, and/or internal financial information provided to it by the Debtor (through counsel or otherwise) and RBC including, without limitation, past financial performance, and other financial information (collectively, the “**Information**”).

10. The Monitor reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. The Monitor has not performed an audit or verification of the Information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards or with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook (the “**CPA Handbook**”). Accordingly, the Monitor expresses no opinion or other forms of assurance with respect of the Information.
11. This First Report contains references to certain financial forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the CPA Handbook, has not been performed.
12. Future oriented financial information relied upon in this First Report is based on assumptions regarding future events, actual results achieved may vary from this information and these variations may be material.
13. Capitalized terms not otherwise defined herein are as defined in the Applicant’s application materials. This First Report should be read in conjunction with the application materials as certain information has not been included herein to avoid unnecessary duplication.
14. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

IV. ASSESSMENT OF THE DEBTOR’S BUSINESS

15. Pursuant to Paragraph 4 of the Monitor Order, the Monitor is empowered and authorized, but not obligated to do, amongst other things, the following:
 - a) to monitor the Property and any all proceeds, receipts and disbursements arising out of or from the Property;
 - b) to monitor the business and operations of the Debtor;
 - c) to report to, meet with and discuss with such affected Persons (as defined in the Monitor Order) as the Monitor deems appropriate on all matters

relating to the Property and the Debtor's business and operations, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable; and

- d) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
16. The Monitor initially gathered information available to RBC for its review. As the Monitor did not have contact information for the principals of the Debtors, on April 25, 2025, a preliminary information request letter (“**IRL**”) was sent by email to the Debtor's counsel (the “**April 25th Email**”). The IRL contained requests for certain financial and other information that, if provided, would allow the Monitor to attempt to assess the viability of the Debtor's business.
17. At a high level, the IRL included a request for information regarding the Debtor's:
- a) cash position, including a list of all bank accounts and copies of corresponding bank statements;
 - b) a fixed assets continuity schedule including a detailed list of Debtor's assets and vehicle fleet;
 - c) employees and contractors and amount outstanding to same;
 - d) financial records, including accounts receivable and accounts payable ledgers;
 - e) a fully integrated forecast for a 12-month period along with documents supporting the assumptions underlying the forecast;
 - f) a 13-week cash flow forecast; and
 - g) priority payable that may have an adverse impact on RBC's security position (collectively, a) through g) being the “**Requested Information**”).
18. The April 25th Email also included a request for contact information of the principals of the Debtor and indicated that the Monitor requires access to the business premises of the Debtor in order to fulfil its mandate. A copy of the April 25th Email along with the IRL is attached to this First Report as **Appendix “3”**.

19. The Monitor did not receive a response to the April 25th Email and sent an email to the counsel for the Debtor on May 6, 2025 forwarding the April 25th Email again and requesting a response on an urgent and expedited basis (the “**Monitor’s May 6th Email**”). Attached to this First Report as **Appendix “4”** is a copy of the May 6th Email.
20. In response to the May 6th Email, the Debtor’s counsel sent an email (the “**May 6th Email**”) to the Monitor confirming that they had forwarded the Monitor’s correspondence to the principal of the Debtor and confirmed having spoken with their client in the week prior at which time their client confirmed that they had commenced compilation of the information requested by the Monitor. Attached to this First Report as **Appendix “5”** is a copy of the Debtor’s May 6th Email.
21. On May 7, 2025, the Monitor received an email (the “**May 7th Email**”) from the Debtor’s counsel providing contact information for Harman Kalra and confirming once again that the Debtor was in the process of arranging all of the documents requested by the Monitor. Attached to this First Report as **Appendix “6”** is a copy of the Debtor’s May 7th Email.
22. At approximately 4:00 p.m., on May 14, 2025, the Monitor received an email from counsel for the Debtor (the “**May 14th Email**”) enclosing a google drive link containing certain of the Requested Information and advising that further documents will be uploaded as they become available. As at the date of this First Report, the google drive included the following information:
 - a) bank statements for an account held by the Debtor at RBC;
 - b) bank statement for the month of February 2025 for a CAD account held by the debtor at Bank of Montreal (“**BMO**”);
 - c) a printout from an online account summarizing the balances with Canada Revenue Agency (“**CRA**”) as at May 14, 2025;
 - d) copies of filing of certain *Harmonized Sales Tax* (“**HST**”) returns;
 - e) copies of various leasing agreements and bill of sales with respect to vehicles;

- f) a list of equipment along with date each vehicle was purchased, whether the vehicle is owned or leased and date of end of lease, where applicable, for each vehicle;
- g) a copy of the lease agreement between 2687009 Ontario Inc., as landlord and Gurjant, as tenant, for a premises including parking spaces located at 7499 Auburn Road, Milton, Ontario;

Copy of the May 14th Email is attached to this First Report as **Appendix “7”**. The Monitor’s analysis of the information provided to date is outlined in greater detail below:

Bank Statements

23. The Monitor was provided with the bank statements for the period from April 11, 2024 to April 11, 2025 for an RBC account# 06342 102-517-0. Below is a chart outlining the month-ending cash balances for the account for the period from May 2024 to April 2025:

Date	Opening Cash Balances	Deposits	Loan Credits	Total Deposits	Ending Cash Balances
Apr 11, 2024 - May 10, 2024	\$ (437.13)	\$ 1,133,807.46	\$ 153,200.00	\$ 980,607.46	\$ (20,023.30)
May 10, 2024 - Jun 11, 2024	\$ (20,023.30)	\$ 1,344,233.64	\$ 328,900.01	\$ 1,015,333.63	\$ 5,127.86
Jun 11, 2024 - Jul 11, 2024	\$ 5,127.86	\$ 1,294,031.26	\$ 575,000.00	\$ 719,031.26	\$ (11,409.31)
Jul 11, 2024 - Aug 9, 2024	\$ (11,409.31)	\$ 1,384,869.43	\$ 235,950.00	\$ 1,148,919.43	\$ (63,728.88)
Aug 9, 2024 - Sep 11, 2024	\$ (63,728.88)	\$ 1,711,721.79	\$ 578,400.00	\$ 1,133,321.79	\$ 15,946.70
Sep 11, 2024 - Oct 11, 2024	\$ 15,946.70	\$ 1,664,711.13	\$ 441,450.02	\$ 1,223,261.11	\$ 20,166.97
Oct 11, 2024 - Nov 8, 2024	\$ 20,166.97	\$ 1,140,337.03	\$ 241,650.01	\$ 898,687.02	\$ 5,827.93
Nov 8, 2024 - Dec 11, 2024	\$ 5,827.93	\$ 1,258,526.67	\$ 74,233.86	\$ 1,184,292.81	\$ (864.52)
Dec 11, 2024 - Jan 10, 2025	\$ (864.52)	\$ 1,144,530.65	\$ 90,000.01	\$ 1,054,530.64	\$ 99,535.30
Jan 10, 2025 - Feb 11, 2025	\$ 99,535.30	\$ 859,106.03	\$ -	\$ 859,106.03	\$ 9,168.83
Feb 11, 2025 - Mar 11, 2025	\$ 9,168.83	\$ 672,260.15	\$ -	\$ 672,260.15	\$ 18,771.22
Mar 11, 2025 - Apr 11, 2025	\$ 18,771.22	\$ 372,846.14	\$ -	\$ 372,846.14	\$ 4,279.98

24. The above chart indicates that the account balances fluctuate on a month over month basis however, as at April 11, 2025 the Debtor has only \$4,279.98 in its CAD account with RBC.
25. In addition, the above chart indicates that up until January 2025, the Debtor on an average had deposits (net of loan credits) in the RBC account of approximately \$1.0 million. The deposit in the RBC account decreased significantly from February 2025 to April 2025 dropping to \$372,846.14 in April 2025. This raised concerns for

the Monitor as this is indicative of one of two things as follows: a) either the Debtor's business has decreased significantly; or b) the Debtor is banking with an institution other than RBC.

26. Given the Debtor provided a bank statement for the month of February 2025 for an account held with BMO, the Monitor in accordance with Paragraphs 4(f), 5 and 6 of the Monitor Order contacted BMO and requested information of any and all accounts held by the Debtor with BMO.
27. On May 16, 2025, BMO advised the Monitor that the Debtor operates the following active accounts:
 - a) CAD account# 2670 1976-757 opened on February 3, 2025; and
 - b) USD account# 2670 4764-396 opened on February 3, 2025 (collectively, the "**BMO Accounts**");
28. BMO advised that as at May 16, 2025, the Debtor has \$45,279.85 in the CAD account# 2670 1976-757 and USD\$ 26,313.11 in the USD account# 2670 4764-396 and also provided bank statements for the BMO Accounts for a period from February 3, 2025 to April 30, 2025. Below is a chart outlining the month-ending cash balances for the BMO Accounts for the period from February 2025 to April 2025:

BMO CAD account

Date	Opening Cash Balances	Deposits	Ending Cash Balances
Feb 5 - Feb 28, 2025	\$ -	\$ 222,257.94	\$ 44,791.06
Mar 1 - Mar 31, 2025	\$ 44,791.06	\$ 412,696.70	\$ 16,348.43
Apr 1 - Apr 30, 2025	\$ 16,348.43	\$ 633,494.33	\$ 20,071.61

BMO USD account

Date	Opening Cash Balances	Deposits	Ending Cash Balances
Feb 6 - Feb 14, 2025	\$ -	\$ 1,666.00	\$ 1,666.00
Feb 15 - Mar 17, 2025	\$ 1,666.00	\$ 27,400.82	\$ 65.37
Mar 18 - Apr 17, 2025	\$ 65.37	\$ 120,510.70	\$ 10,423.09

29. The above charts indicate that February 2025 onwards the Debtor started diverting significant portion of the monies which would be subject to RBC's security to the BMO Accounts. BMO has advised that the BMO Accounts remain open and accessible to the Debtor.
30. The Monitor notes that pursuant to paragraph 10 of the Monitor Order, the stay does not apply to any rights and remedies of RBC against the Debtor (including without limitation, RBC restricting credit to the debtor and setting-off funds in the Debtor's bank account with RBC). By diverting funds to BMO Accounts, the Debtor has effectively circumvented the provision of the Monitor Order and frustrated the rights of RBC under paragraph 10 which provision, the Monitor understands, was negotiated and agreed upon between the Debtor and RBC.

Canada Revenue Agency

31. As noted above, the Debtor provided a printout from a CRA online account dated May 14, 2025 (the printout did not specify a business number or the name of the Debtor) indicating as follows:
- a) no amounts are outstanding with respect to HST and there are no outstanding returns to be filed regarding same;
 - b) the Debtor owes \$902.54 with respect to source deduction and there are no outstanding returns to be filed regarding source deductions;
 - c) no amounts are outstanding with respect to corporate taxes and there are no outstanding returns to be filed regarding same; and
 - d) no amounts are outstanding with respect to fuel charge and there are no outstanding returns to be filed regarding same;

Vehicle Listing

32. As indicated above, the debtor provided a list of vehicles along with date each vehicle was purchased, whether the vehicle is owned or leased and date of end of lease, where applicable, for each vehicle. The listing indicates that the Debtor has a fleet of seventy-four (74) vehicles of which ten (10) vehicles are reported as paid

off and sixty-four (64) vehicles are reported to be subject to leasing agreements. The Monitor is not aware if any of the leases are in default however the Monitor received communication from at least two leasing companies as follows:

Mitsubishi HC Capital Canada Inc. (“MHCC”)

On May 5, 2025, the Monitor received four (4) secured proof of claims from MHCC for a total amount outstanding of \$196,207.74 as outlined below and requested release of interest regarding the equipment subject to MHCC’s security interest:

Name	Contract #	Date of claim	Outstanding total
Mitsubishi HC Capital Canada, Inc.	V24385	30-Apr-25	\$ 27,052.75
Mitsubishi HC Capital Canada Leasing, Inc.	V24616	30-Apr-25	\$ 21,757.20
Mitsubishi HC Capital Canada Leasing, Inc.	V42937	30-Apr-25	\$ 111,215.45
Mitsubishi HC Capital Canada Leasing, Inc.	V24287	30-Apr-25	\$ 36,182.34

Bennington Financial Corp. (“Bennington”)

On April 16, 2025, the Monitor received an email from Bennington inquiring if Bennington can proceed with recovery efforts as against the Debtor as Bennington’s assets were at risk.

Copies of the claims filed by MHCC and the email from Bennington are attached to this First Report as **Appendices “8” and “9”**.

33. As at the date of this First Report, other than the bank statements, there is no tangible financial information provided to the Monitor by the Debtor. Specifically, the Monitor requested but did not receive the following:
- a) externally prepared financial statements for the last three years including copies of corporate tax returns;
 - b) internally prepared financial statements on a monthly basis for the current fiscal year;
 - c) aged accounts receivable listing for the last twelve months;
 - d) aged accounts payable listing for last six months;

- e) information with respect to amounts outstanding to owner operators by job;
and
- f) a 13-week cash flow forecast (collectively the “**Outstanding Information**”).

V. OBSERVATIONS AND CONCLUSIONS

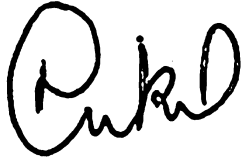
- 34. The Monitor is of the view that the Outstanding Information is basic in nature and should be readily available to the Debtor. Without the availability of current financial records, it is not practical for the Monitor to comment on the viability of the business of the Debtor and the Debtor’s ability to make payments to RBC and all its other creditors.
- 35. The conduct of the Debtor with respect to opening new accounts at BMO is problematic as the Debtor is now depositing monies in the BMO accounts that are subject to RBC’s security. The Monitor understands that the loan agreement between RBC and the Debtor requires the Debtor to maintain its day-to-day business banking activities with RBC.
- 36. Given the sensitive nature of the financial information reviewed to date, the Monitor has not included copies of bank statements, vehicle listings, CRA account information as appendices to this First Report. Should the Court require these documents and/or the Debtor dispute any of the factual information contained in this First Report, the Monitor will take directions from the court with respect to whether copies of the source documents should be filed and whether same should be done on a confidential basis.

All of which is respectfully submitted.

Dated at Toronto, this 16th day of May 2025.

msi Spergel inc.,
solely in its capacity as Court-appointed
Monitor of DC Freight Haulers Inc.
and not in any corporate or personal
capacities

Per:

A handwritten signature in black ink, appearing to read 'Mukul', written over a horizontal line.

Mukul Manchanda, CPA, CIRP, LIT
Managing Partner

APPENDIX “1”

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE:

ROYAL BANK OF CANADA, **applicant**

AND:

DC FREIGHT HAULERS INC, **respondent**

BEFORE:

Justice CHANG

COUNSEL:

NEMERS, Jeremy / DELFINO, Cristian, for the **applicant**

Email: jnemers@airdberlis.com / cdelfino@airdberlis.com

MANGAT, Jujhar, for the **respondent**

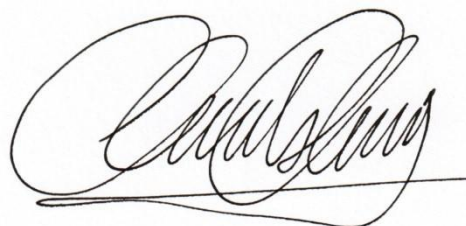
Email: jujhar@jsmlaw.ca

HEARD:

April 11, 2025, by videoconference

ENDORSEMENT

- [1] The applicant brings this application for the appointment of a receiver.
- [2] As an interlocutory step, the parties have consented to an order appointing a monitor, and adjourning the application to a later date so that the monitor can provide its report(s) to the court.
- [3] On consent, order to go in accordance with the attached draft signed by me.

A handwritten signature in black ink, appearing to read 'C. Chang J.', with a horizontal line underneath.

C. Chang J.

APPENDIX “2”

Court File No. CV-25-00001496-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE C. CHANG

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FRIDAY, THE 11TH
DAY OF APRIL, 2025

ROYAL BANK OF CANADA



Applicant

- and -

DC FREIGHT HAULERS INC.

Respondent

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

**ORDER
(appointing Monitor)**

THIS APPLICATION, made by Royal Bank of Canada (“**RBC**”) 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 msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of DC Freight Haulers Inc. (the

“Debtor”) acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Manoj Davé sworn March 19, 2025 and the exhibits thereto, and on hearing the submissions of counsel for RBC and counsel for the Debtor, no one appearing for any other stakeholder although duly served as appears from the affidavit of service, as filed, and on reading the consent of Spergel to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, Spergel is hereby appointed monitor (in such capacity, the “**Monitor**”), without security, of all the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof (the “**Property**”), with the powers, rights and duties further set out herein.

3. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Monitor shall not take possession or control, nor shall it be deemed to have taken possession or control, of the Debtor’s business or the Property, and that the Debtor shall retain all operational control of the Property, the Debtor’s business and the Debtor’s operations;
- (b) the Monitor shall not be and shall not be deemed to be a receiver for the purposes of subsection 243(1) of the BIA or under any other statute;
- (c) the Monitor shall have none of the obligations of a receiver under Part XI of the BIA, other than section 247, and for greater certainty it shall not send notice of its appointment or this Order to the Superintendent in Bankruptcy

or to the known creditors of the Debtor (subject to paragraph 13 of this Order); and

- (d) the appointment of the Monitor shall not be and shall not be deemed to be a change of control of the Debtor.

MONITOR'S POWERS

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

- (a) to monitor the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to engage independent security personnel and take physical inventories of the Property, as may be necessary or desirable;
- (c) to monitor the business and operations of the Debtor;
- (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 Monitor's powers and duties, including without limitation those conferred by this Order;
- (e) to monitor receipts and disbursements of the Debtor;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Monitor deems appropriate on all matters relating to the Property and the Debtor's business and operations, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable; and

- (g) 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 Monitor takes any such actions or steps, it shall be authorized and empowered to do so without interference from the Debtor or any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

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 Monitor of the existence of any Property in such Person’s possession or control, and shall grant immediate and continued access to the Property to the Monitor.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Monitor 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 Debtor, 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 Monitor or permit the Monitor to make, retain and take away copies thereof and grant to the Monitor unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 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 Monitor 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 Monitor for the purpose of allowing the Monitor 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 Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Monitor. Further, for the purposes of this paragraph, all Persons shall provide the Monitor with all such assistance in gaining immediate access to the information in the Records as the Monitor may in its discretion require including providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE MONITOR

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 Monitor except with the written consent of the Monitor or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that, subject to paragraph 9A of this Order: (i) no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Monitor or with leave of this Court; and (ii) any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

9A. **THIS COURT ORDERS** that nothing in this Order restricts RBC from commencing or continuing any Proceeding against or in respect of the Debtor or the Property (each, an “**RBC Proceeding**”), such that, for greater certainty, no RBC Proceeding is stayed or suspended.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Monitor or affecting the Property are hereby stayed and suspended except with the written consent of the Monitor 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 or any rights and remedies of RBC against the Debtor (including, without limitation, RBC restricting credit to the Debtor and setting-off funds in the Debtor’s bank account with RBC), and further provided that nothing in this

paragraph shall (i) empower the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt 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 MONITOR

11. **THIS COURT ORDERS** that, subject to paragraph 10 of this Order, 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, without written consent of the Monitor or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that, subject to paragraph 10 of this Order, all Persons having oral or written agreements with the Debtor 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 Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, 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 Debtor 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 Debtor, or as may be ordered by this Court.

ANTI-SPAM LEGISLATION

13. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON THE MONITOR'S LIABILITY

14. **THIS COURT ORDERS** that the Monitor 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. Nothing in this Order shall derogate from the protections afforded the Monitor by section 14.06 of the BIA or by any other applicable legislation.

MONITOR'S ACCOUNTS

15. **THIS COURT ORDERS** that the Monitor and counsel to the Monitor 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 Monitor and counsel to the Monitor shall be entitled to and are hereby granted a charge (the "**Monitor'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 Monitor'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.

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

17. **THIS COURT ORDERS** that prior to the passing of its accounts, the Monitor 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 Monitor or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE MONITOR

18. **THIS COURT ORDERS** that the Monitor 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 \$150,000 (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 Monitor 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 “**Monitor’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 Monitor’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. **THIS COURT ORDERS** that the Monitor is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Monitor’s Certificates**”) for any amount borrowed by it pursuant to this Order.

21. **THIS COURT ORDERS** that the monies from time to time borrowed by the Monitor pursuant to this Order or any further order of this Court and any and all Monitor’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 Monitor’s Certificates.

SERVICE AND NOTICE

22. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtor’s name from the engagement list at the following URL: <https://www.spergelcorporate.ca/engagements/>.

23. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Monitor 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 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 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

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

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

26. **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 Monitor 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that the Monitor 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 Monitor 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.

28. **THIS COURT ORDERS** that RBC shall have its costs of today's court attendance against the Debtor in the amount of \$2,500.00, to be paid forthwith.

29. **THIS COURT ORDERS** that the balance of the relief sought by RBC on this Application be and is hereby adjourned to May 23, 2025 subject to RBC returning to Court if necessary on an earlier date if circumstances permit.

30. **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 Monitor 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.

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



SCHEDULE "A"
MONITOR CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the monitor (the "**Monitor**"), without security, of all the assets, undertakings and properties of DC Freight Haulers Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 11th day of April, 2025 (the "**Order**") made in an application having Court file number CV-25-00001496-0000, has received as such Monitor from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$150,000 which the Monitor 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 Monitor 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 Monitor 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 Monitor 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 Monitor to monitor the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Monitor 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 _____, 20__.

msi Spergel inc., solely in its capacity as
Monitor of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA

- and -

DC FREIGHT HAULERS INC.

G14

Applicant

Respondent

Court File No. CV-25-00001496-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Brampton

**ORDER
(appointing Monitor)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P. R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Jeremy Nemers (LSO # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Cristian Delfino (LSO # 87202N)

Tel: (416) 865-7748

Fax: (416) 863-1515

Email: cdelfino@airdberlis.com

Lawyers for Royal Bank of Canada

APPENDIX “3”

Cassandra Glover

From: Philip Gennis
Sent: Friday, April 25, 2025 11:07 AM
To: jujhar@jsmlaw.ca
Cc: Mukul Manchanda; Philip Gennis; Paula Amaral; Rachel Moses
Subject: DC Freight Haulers Inc.
Attachments: Information Request Letter DC Freight Haulers Inc_signed.pdf

Importance: High

Mr. Mangat,

Attached is a letter from Mukul Manchanda to your client requesting financial and other information.

This correspondence is sent in our capacity as court-appointed Monitor.

Please convey this correspondence to your client.

As well, we require full contact information for the principals of DC Freight as we require access to the business premises as part of the fulfillment of our court-ordered mandate.

Thank you for your attention to this matter.

Philip Gennis, J.D., CIRP, LIT

Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees

200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1

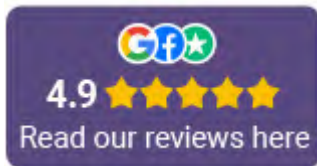
T: 416-498-4325 | F: (416) 498-4325

PGennis@spergel.ca | www.spergelcorporate.ca

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April 24, 2025

By Email in care of jujhar@jsmlaw.ca

DC Freight Haulers Inc.
7499 Auburn Road
Milton, ON
L9T 5A7

Re: DC Freight Haulers Inc. (the “Company”)

Dear Sir/Madam,

In connection with msi Spergel inc.'s (“**MSI**”) appointment by The Royal Bank of Canada (the “**Bank**”) to review the financial performance of the Company and to evaluate the Bank's security position, we are requesting the following documentation, as it relates to the Company, in order to commence our review and fulfill our mandate:

1. Externally prepared financial statements for the last three years including copies of the corporate tax returns;
2. Internally prepared financial statements on a monthly basis for the current fiscal year in excel format;
3. Aged accounts receivable listing for the last twelve months in excel format;
4. Bank statements for the last twelve months;
5. Copies of all loan and lease documents;
6. Copy of lease agreement for the premises along with status of payment of rent;
7. A fully integrated forecast for a 12-month period in excel format, if one is available along with documents supporting the assumptions underlying the forecast;
8. A 13-week cash flow forecast in excel format;
9. Fixed asset continuity schedule;
10. Details of any other assets including intellectual property, tax credits etc;
11. Aged accounts payable listing for last six months in excel format;

Barrie 705 722 5090 • Brampton 905 874 4905 • Downsview 416 633 1444 • Hamilton 905 527 2227 • London 519 902 2722 • Mississauga 905 602 4143
Oshawa 905 721 8251 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Toronto 416 778 8813 • Vaughan 647 288 7636
Saskatchewan 306 341 1660 • British Columbia 604 365 74 34

12. Information with respect to amounts outstanding to owner operators by job;
13. Monthly HST filing reports, if the Company is required to report monthly, for the current calendar year and proof of payment of same;
14. Notice of assessment received from Canada Revenue Agency (“**CRA**”) in relation to the HST filings and amounts outstanding and paid and a printout from the myCRA Business website showing the current amount outstanding with respect to HST;
15. Monthly source deduction filings and proof of payment of same;
16. Most recent source deduction statement received from CRA and a printout from the myCRA Business website showing the current amount outstanding with respect to source deductions;
17. Number of employees on payroll;
18. How is the payroll managed, internally or externally? and
19. Amounts outstanding to employees broken into the following: a) wages; b) vacation pay; c) bonuses; d) commissions; e) termination pay; and f) severance pay.

Please be advised that the above list is non-exhaustive as we may require further information as we progress with our review.

Should you have any questions or concerns please do not hesitate to contact the undersigned.

**msi Spergel inc., solely in its
capacity as court-appointed
Monitor of DC Freight Haulers
Inc.**

Per:



Mukul Manchanda, CPA, CIRP, LIT
Managing Partner

cc. Jujhar Mangat by email: jujhar@jsmlaw.ca
cc. Rachel Moses by email: rmoses@foglers.com
Rachel.moses@gowlingwlq.com



SPERGEL

APPENDIX “4”

Cassandra Glover

From: Philip Gennis
Sent: Tuesday, May 6, 2025 9:46 AM
To: jujhar@jsmlaw.ca
Cc: Philip Gennis; Mukul Manchanda; Cassandra Glover; rachel.moses@gowlingwlg.com; Paula Amaral
Subject: FW: DC Freight Haulers Inc.
Attachments: Information Request Letter DC Freight Haulers Inc_signed.pdf
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Mangat,

We are awaiting an immediate response to the attached correspondence.
Please ensure that your client responds on an urgent and expedited basis.
In addition, as requested, please provide us with full contact information for the principal of DC Freight.

Philip Gennis, J.D., CIRP, LIT

Corporate Restructuring & Insolvency

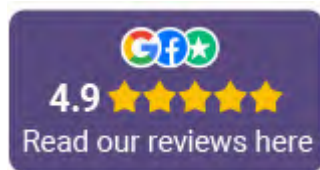
msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4325 | F: (416) 498-4325

PGennis@spergel.ca | www.spergelcorporate.ca

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From: Philip Gennis <PGennis@spergel.ca>
Sent: Friday, April 25, 2025 11:07 AM
To: jujhar@jsmlaw.ca
Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; Paula Amaral <pamaral@spergel.ca>; Rachel Moses <rmoses@foglers.com>
Subject: DC Freight Haulers Inc.
Importance: High

Mr. Mangat,

Attached is a letter from Mukul Manchanda to your client requesting financial and other information.

This correspondence is sent in our capacity as court-appointed Monitor.

Please convey this correspondence to your client.

As well, we require full contact information for the principals of DC Freight as we require access to the business premises as part of the fulfillment of our court-ordered mandate.

Thank you for your attention to this matter.

Philip Gennis, J.D., CIRP, LIT

Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees

200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1

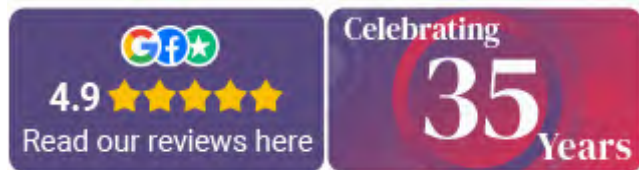
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APPENDIX “5”

Cassandra Glover

From: Jujhar Mangat <jujhar@jsmlaw.ca>
Sent: Tuesday, May 6, 2025 12:59 PM
To: Philip Gennis; Sashya Gulati
Cc: Mukul Manchanda; Cassandra Glover; rachel.moses@gowlingwlg.com; Paula Amaral
Subject: RE: DC Freight Haulers Inc.

Follow Up Flag: Follow up
Flag Status: Flagged

Phillip,

We have forwarded your correspondence for the requested information to our clients, and await their reply. I can advise that we spoke with them last week, and they have commenced the compilation of the requested information. I have cc'd counsel Sashya Gulati to this email. She will provide DC Freight's Principal's contact information shortly. Please feel free to follow up with her to obtain the requested items.

Regards,

Jujhar Mangat B.A. LL.B.
Barrister, Solicitor & Notary Public



Suite 201
6375 Dixie Road
Mississauga, ON. L5T 2E7.
Tel: 905-499-9896 x 1000
Fax: 905-499-9895
Toll Free: 1-855-561-3887

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From: Philip Gennis <PGennis@spergel.ca>
Sent: May 6, 2025 9:46 AM
To: jujhar@jsmlaw.ca
Cc: Philip Gennis <PGennis@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cgllover@spergel.ca>; rachel.moses@gowlingwlg.com; Paula Amaral <pamaral@spergel.ca>
Subject: FW: DC Freight Haulers Inc.
Importance: High

Mr. Mangat,

We are awaiting an immediate response to the attached correspondence.
Please ensure that your client responds on an urgent and expedited basis.
In addition, as requested, please provide us with full contact information for the principal of DC Freight.

Philip Gennis, J.D., CIRP, LIT

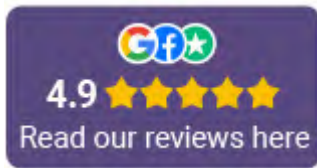
Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees
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From: Philip Gennis <PGennis@spergel.ca>

Sent: Friday, April 25, 2025 11:07 AM

To: jujhar@jsmlaw.ca

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; Paula Amaral <pamaral@spergel.ca>; Rachel Moses <rmoses@foglers.com>

Subject: DC Freight Haulers Inc.

Importance: High

Mr. Mangat,

Attached is a letter from Mukul Manchanda to your client requesting financial and other information.

This correspondence is sent in our capacity as court-appointed Monitor.

Please convey this correspondence to your client.

As well, we require full contact information for the principals of DC Freight as we require access to the business premises as part of the fulfillment of our court-ordered mandate.

Thank you for your attention to this matter.

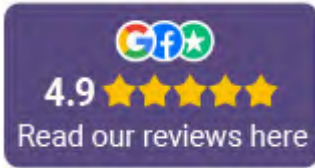
Philip Gennis, J.D., CIRP, LIT

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APPENDIX “6”

Cassandra Glover

From: Sashya Gulati <sashya@jsmlaw.ca>
Sent: Wednesday, May 7, 2025 10:54 AM
To: Philip Gennis
Cc: Mukul Manchanda; Cassandra Glover; rachel.moses@gowlingwlg.com; Paula Amaral
Subject: RE: DC Freight Haulers Inc.

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Philip

Please see the contact information of the principal of DC Freight Haulers Inc.:

Name: Harma Kalra
Email: fleet@dcfreight.ca
Phone number: 415-587-0005

Additionally, our client is in the process of arranging all the requested documents, I will forward the copies as soon as we have them.

Thank you,

Regards,

Sashya Gulati, B.A., LL.B

Barrister, Solicitor & Notary Public



Suite 201
6375 Dixie Road
Mississauga, ON. L5T 2E7.
Tel: 905-499-9896 x 1200
Fax: 905-499-9895
Toll Free: 1-855-561-3887

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From: Jujhar Mangat <jujhar@jsmlaw.ca>
Sent: May 6, 2025 12:59 PM
To: Philip Gennis <PGennis@spergel.ca>; Sashya Gulati <sashya@jsmlaw.ca>

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cgllover@spergel.ca>; rachel.moses@gowlingwlg.com; Paula Amaral <pamaral@spergel.ca>

Subject: RE: DC Freight Haulers Inc.

Phillip,

We have forwarded your correspondence for the requested information to our clients, and await their reply. I can advise that we spoke with them last week, and they have commenced the compilation of the requested information. I have cc'd counsel Sashya Gulati to this email. She will provide DC Freight's Principal's contact information shortly. Please feel free to follow up with her to obtain the requested items.

Regards,

Jujhar Mangat B.A. LL.B.
Barrister, Solicitor & Notary Public



Suite 201
6375 Dixie Road
Mississauga, ON. L5T 2E7.
Tel: 905-499-9896 x 1000
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From: Philip Gennis <PGennis@spergel.ca>

Sent: May 6, 2025 9:46 AM

To: jujhar@jsmlaw.ca

Cc: Philip Gennis <PGennis@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cgllover@spergel.ca>; rachel.moses@gowlingwlg.com; Paula Amaral <pamaral@spergel.ca>

Subject: FW: DC Freight Haulers Inc.

Importance: High

Mr. Mangat,

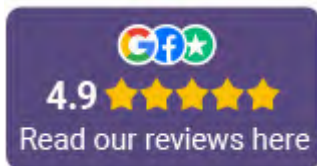
We are awaiting an immediate response to the attached correspondence. Please ensure that your client responds on an urgent and expedited basis. In addition, as requested, please provide us with full contact information for the principal of DC Freight.

Philip Gennis, J.D., CIRP, LIT
Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4325 | F: (416) 498-4325
PGennis@spergel.ca | www.spergelcorporate.ca
Insolvency • Restructuring • Consulting



Proudly Canadian



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From: Philip Gennis <PGennis@spergel.ca>
Sent: Friday, April 25, 2025 11:07 AM
To: jujhar@jsmlaw.ca
Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; Paula Amaral <pamaral@spergel.ca>; Rachel Moses <rmoses@foglers.com>
Subject: DC Freight Haulers Inc.
Importance: High

Mr. Mangat,

Attached is a letter from Mukul Manchanda to your client requesting financial and other information.

This correspondence is sent in our capacity as court-appointed Monitor.

Please convey this correspondence to your client.

As well, we require full contact information for the principals of DC Freight as we require access to the business premises as part of the fulfillment of our court-ordered mandate.

Thank you for your attention to this matter.

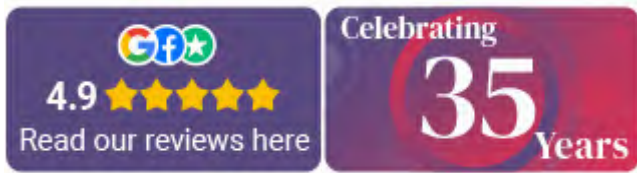
Philip Gennis, J.D., CIRP, LIT

Corporate Restructuring & Insolvency

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APPENDIX “7”

Cassandra Glover

From: Sashya Gulati <sashya@jsmlaw.ca>
Sent: Wednesday, May 14, 2025 4:13 PM
To: Philip Gennis
Cc: Mukul Manchanda; Cassandra Glover; rachel.moses@gowlingwlg.com; Paula Amaral
Subject: RE: DC Freight Haulers Inc.

Hi Philip

Please see google drive link below:

https://drive.google.com/drive/folders/1nJT-cREiVQjmdPvtXaSP64_iJMkU8ChY?usp=drive_link

We've uploaded the documents received from our client so far, and we'll continue to add more as they become available.

Thank you,

Regards,

Sashya Gulati, B.A., LL.B

Barrister, Solicitor & Notary Public



Suite 201
6375 Dixie Road
Mississauga, ON. L5T 2E7.
Tel: 905-499-9896 x 1200
Fax: 905-499-9895
Toll Free: 1-855-561-3887

The information in this message, including in all attachments, is confidential or privileged. In the event you have received this message in error and are not the intended recipient, you are hereby advised that any use, copying or reproduction of this document is strictly forbidden. Please notify immediately the sender of this error and destroy this message, including its attachments, as the case may be.

L'information apparaissant dans ce message électronique et dans les documents qui y sont joints est de nature confidentielle ou privilégiée. Si ce message vous est parvenu par erreur et que vous n'en êtes pas le destinataire visé, vous êtes par les présentes avisé que toute utilisation, copie ou distribution de ce message est strictement interdite. Vous êtes donc prié d'en informer immédiatement l'expéditeur et de détruire ce message, ainsi que les documents qui y sont joints, le cas échéant.

From: Sashya Gulati <sashya@jsmlaw.ca>
Sent: May 7, 2025 10:54 AM
To: 'Philip Gennis' <PGennis@spergel.ca>
Cc: 'Mukul Manchanda' <mmanchanda@spergel.ca>; 'Cassandra Glover' <cglover@spergel.ca>;
'rachel.moses@gowlingwlg.com' <rachel.moses@gowlingwlg.com>; 'Paula Amaral' <pamaral@spergel.ca>
Subject: RE: DC Freight Haulers Inc.

Good morning Philip

Please see the contact information of the principal of DC Freight Haulers Inc.:

Name: Harma Kalra

Email: fleet@dcfreight.ca

Phone number: 415-587-0005

Additionally, our client is in the process of arranging all the requested documents, I will forward the copies as soon as we have them.

Thank you,

Regards,

Sashya Gulati, B.A., LL.B

Barrister, Solicitor & Notary Public



Suite 201
6375 Dixie Road
Mississauga, ON. L5T 2E7.
Tel: 905-499-9896 x 1200
Fax: 905-499-9895
Toll Free: 1-855-561-3887

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From: Jujhar Mangat <jujhar@jsmlaw.ca>

Sent: May 6, 2025 12:59 PM

To: Philip Gennis <PGennis@spergel.ca>; Sashya Gulati <sashya@jsmlaw.ca>

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cglover@spergel.ca>;
rachel.moses@gowlingwlg.com; Paula Amaral <pamaral@spergel.ca>

Subject: RE: DC Freight Haulers Inc.

Phillip,

We have forwarded your correspondence for the requested information to our clients, and await their reply. I can advise that we spoke with them last week, and they have commenced the compilation of the requested information. I have cc'd counsel Sashya Gulati to this email. She will provide DC Freight's Principal's contact information shortly. Please feel free to follow up with her to obtain the requested items.

Regards,

Jujhar Mangat B.A. LL.B.
Barrister, Solicitor & Notary Public



Suite 201
6375 Dixie Road
Mississauga, ON. L5T 2E7.
Tel: 905-499-9896 x 1000
Fax: 905-499-9895
Toll Free: 1-855-561-3887

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From: Philip Gennis <PGennis@spergel.ca>
Sent: May 6, 2025 9:46 AM
To: jujhar@jsmlaw.ca
Cc: Philip Gennis <PGennis@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cglover@spergel.ca>; rachel.moses@gowlingwlg.com; Paula Amaral <pamaral@spergel.ca>
Subject: FW: DC Freight Haulers Inc.
Importance: High

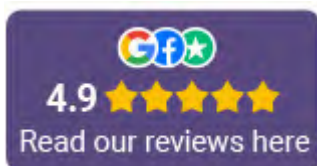
Mr. Mangat,

We are awaiting an immediate response to the attached correspondence.
Please ensure that your client responds on an urgent and expedited basis.
In addition, as requested, please provide us with full contact information for the principal of DC Freight.

Philip Gennis, J.D., CIRP, LIT
Corporate Restructuring & Insolvency
msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
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From: Philip Gennis <PGennis@spergel.ca>

Sent: Friday, April 25, 2025 11:07 AM

To: jujhar@jsmlaw.ca

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; Paula Amaral <pamaral@spergel.ca>; Rachel Moses <rmoses@foglers.com>

Subject: DC Freight Haulers Inc.

Importance: High

Mr. Mangat,

Attached is a letter from Mukul Manchanda to your client requesting financial and other information.

This correspondence is sent in our capacity as court-appointed Monitor.

Please convey this correspondence to your client.

As well, we require full contact information for the principals of DC Freight as we require access to the business premises as part of the fulfillment of our court-ordered mandate.

Thank you for your attention to this matter.

Philip Gennis, J.D., CIRP, LIT

Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees

200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1

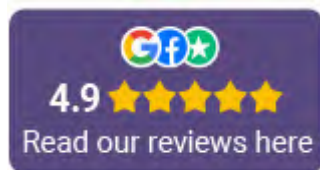
T: 416-498-4325 | F: (416) 498-4325

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APPENDIX “8”

Forms 31 and 74 adaptation

PROOF OF CLAIM

(Section 50.1, subsections 65.2 (4), 81.2 (1), 81.3 (8), 81.4, 81.4 (8), 102 (2), 124 (2)

and 128 (1) and paragraphs 51 (1) e) and 66.14b) of the Act)

Bankruptcy and Insolvency Act (R.S.C. (1985), c. B-3)

All notices or correspondence regarding the claim must be forwarded to the following address: 1100 Burloak Drive, Suite 401, Burlington, Ontario L7L 6B2.

In the matter of the bankruptcy (or the proposal, or the receivership) of DC Freight Haulers Inc. of **Woodstock, ON** (hereinafter: « Debtor ») for contract number **V24287** dated on September 13th 2021 and the claim of **Mitsubishi HC Capital Canada Leasing, Inc.**, (hereinafter: « Creditor/Claimant »);

I, Maham Naeem, of Burlington in the province of Ontario

HEREBY CERTIFY:

1. That I am a representative of **Mitsubishi HC Capital Canada Leasing, Inc.**, Creditor/Claimant of named above Debtor;
2. That I have knowledge of all the circumstances connected with the claim referred to below;
3. That the Debtor was, at the date of bankruptcy (or the date of receivership or, in the case of a proposal, the date of the notice of intention or of the proposal if no notice of intention was filed) namely the March 31st 2025 and still is indebted to the Creditor/Claimant in the sum of **\$36 182,34**, as specified below or as specified in the document(s) attached and marked schedule (), after deducting any counterclaims to which the Debtor is entitled:

19 « installments » of \$1884.48	=	\$35805.12
Purchase Option	=	\$11.30
Clause 18	=	\$365.92
Product of the sale	=	\$
TOTAL CLAIM	=	\$36 182,34

4. (Check and complete appropriate category)

☐ UNSECURED CLAIM OF \$_____ (other than as a customer contemplated by section 262 of the Act)

That in respect of this debt, the Creditor/Claimant do not hold any assets of the Debtor as security and: (check appropriate description)

☒ C. SECURED CLAIM OF **\$36 182,34**

That in respect of this debt, the Creditor/Claimant holds assets of the Debtor valued at \$_____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given, and attach a copy of the security documents).

D.

E.

F.

G.

5. That, to the best of my knowledge, the above-named Creditor/Claimant is (or is not) related to the Debtor within the meaning of section 4 of the Act
6. That the following are the payments that the Creditor/Claimant has received from, and the credits that the Creditor/Claimant has allowed to, and the transfers at undervalue within the meaning of subsection 2 (1) of the Act that the Creditor/Claimant has been privy to or a party to with the Debtor within the three months (or, if the Creditor/Claimant and the Debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 (1) of the Act: (Provide details of payments, credits and transfers at undervalue). (Applicable only in the case of the bankruptcy of an individual.)

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

☒ **RECLAMATION OF PROPERTY**

That I am a representative of **Mitsubishi HC Capital Canada Leasing, Inc.** Creditor/Claimant of named above Debtor;

1. That I have knowledge of all the circumstances connected with the claim referred to below;
2. That, on March 31st 2025, the Debtor made an assignment (or a bankruptcy order was made against the Debtor or the Debtor filed a notice of intention or a proposal).
3. That, on that date, the property enumerated below was in the possession of the Debtor (or the bankrupt), and still remains in the possession of the Debtor (or the bankrupt or the trustee):

2018 Utility trailer model VS2RA -1UYVS2534J6192828-

4. That the Creditor/Claimant hereby claims the property, or interest or right in it, by virtue of the document(s) attached:
5. That the Creditor/Claimant is entitled to demand from the trustee the return of the property enumerated above.
6. That the Creditor/Claimant hereby demands that the trustee returns to him, the property enumerated in the document(s) within the fifteen (15) days after the filing of this form, or within the fifteen (15) days after the first meeting of the Creditors/Claimant of the Debtor, whichever is the later.

SIGNED in Trois-Rivières, April 30th 2025

Witness

For the Creditor/Claimant
By: Maham Naeem

Creditor/Claimant contact information

Phone number: 1-855-840-1298

Email address: legaldebtrecovery@mhccna.com

RECLAMATION OF PROPERTY:

SWORN (OR SOLEMNLY DECLARED)

BEFORE ME AT Trois-Rivières in the province of Québec. on the April 30th 2025.



Commissioner for oaths

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A trustee may, pursuant subsection 128 (3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in proof of security by the secured creditor.

Subsection 201 (1) of the Act provides severe penalties for making any false claim, declaration of statement or account.

Forms 31 and 74 adaptation

PROOF OF CLAIM

(Section 50.1, subsections 65.2 (4), 81.2 (1), 81.3 (8), 81.4, 81.4 (8), 102 (2), 124 (2)

and 128 (1) and paragraphs 51 (1) e) and 66.14b) of the Act)

Bankruptcy and Insolvency Act (R.S.C. (1985), c. B-3)

All notices or correspondence regarding the claim must be forwarded to the following address: 1100 Burloak Drive, Suite 401, Burlington, Ontario L7L 6B2.

In the matter of the bankruptcy (or the proposal, or the receivership) of DC Freight Haulers Inc. of **Woodstock, ON** (hereinafter: « Debtor ») for contract number **V24385** dated on July 23rd 2021 and the claim of **Mitsubishi HC Capital Canada, Inc.**, (hereinafter: « Creditor/Claimant »);

I, Maham Naeem, of Burlington in the province of Ontario

HEREBY CERTIFY:

1. That I am a representative of **Mitsubishi HC Capital Canada, Inc.**, Creditor/Claimant of named above Debtor;
2. That I have knowledge of all the circumstances connected with the claim referred to below;
3. That the Debtor was, at the date of bankruptcy (or the date of receivership or, in the case of a proposal, the date of the notice of intention or of the proposal if no notice of intention was filed) namely the March 31st 2025 and still is indebted to the Creditor/Claimant in the sum of **\$27 052,75**, as specified below or as specified in the document(s) attached and marked schedule (), after deducting any counterclaims to which the Debtor is entitled:

17 « installments » of \$1570.41	=	\$26696.97
Purchase Option	=	\$11.30
Clause 18	=	\$344.48
Product of the sale	=	\$
TOTAL CLAIM	=	\$27 052,75

4. (Check and complete appropriate category)

- ☐ UNSECURED CLAIM OF \$ _____
(other than as a customer contemplated by section 262 of the Act)

That in respect of this debt, the Creditor/Claimant do not hold any assets of the Debtor as security and:
(check appropriate description)

- ☒ C. SECURED CLAIM OF **\$27 052,75**

That in respect of this debt, the Creditor/Claimant holds assets of the Debtor valued at \$ _____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given, and attach a copy of the security documents).

- D.
E.
F.
G.

5. That, to the best of my knowledge, the above-named Creditor/Claimant is (or is not) related to the Debtor within the meaning of section 4 of the Act
6. That the following are the payments that the Creditor/Claimant has received from, and the credits that the Creditor/Claimant has allowed to, and the transfers at undervalue within the meaning of subsection 2 (1) of the Act that the Creditor/Claimant has been privy to or a party to with the Debtor within the three months (or, if the Creditor/Claimant and the Debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 (1) of the Act: (Provide details of payments, credits and transfers at undervalue). (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, the Creditor/Claimant requests to be informed, pursuant to paragraph 68 (4) of the Act, of the new amount or the fact that there is no longer surplus income.

- ☐ The Creditor/Claimant requests that a copy of the report filed by the trustee regarding the bankrupt's application for discharge, pursuant to subsection 170 (1) of the Act be sent to the above address.

☒ **RECLAMATION OF PROPERTY**

That I am a representative of **Mitsubishi HC Capital Canada, Inc.** Creditor/Claimant of named above Debtor;

1. That I have knowledge of all the circumstances connected with the claim referred to below;
2. That, on March 31st 2025, the Debtor made an assignment (or a bankruptcy order was made against the Debtor or the Debtor filed a notice of intention or a proposal).
3. That, on that date, the property enumerated below was in the possession of the Debtor (or the bankrupt), and still remains in the possession of the Debtor (or the bankrupt or the trustee):

2016 Trailer Great Dane Reefer -1GRAA0624GB715040- ;

4. That the Creditor/Claimant hereby claims the property, or interest or right in it, by virtue of the document(s) attached:
5. That the Creditor/Claimant is entitled to demand from the trustee the return of the property enumerated above.
6. That the Creditor/Claimant hereby demands that the trustee returns to him, the property enumerated in the document(s) within the fifteen (15) days after the filing of this form, or within the fifteen (15) days after the first meeting of the Creditors/Claimant of the Debtor, whichever is the later.

SIGNED in Trois-Rivières, April 30th 2025

Witness

For the Creditor/Claimant
By: Maham Naeem

Creditor/Claimant contact information

Phone number: 1-855-840-1298

Email address: legaldebtrecovery@mhccna.com

RECLAMATION OF PROPERTY:

SWORN (OR SOLEMNLY DECLARED)

BEFORE ME AT Trois-Rivières in the province of Québec. on the April 30th 2025.



Commissioner for oaths

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A trustee may, pursuant subsection 128 (3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in proof of security by the secured creditor.

Subsection 201 (1) of the Act provides severe penalties for making any false claim, declaration of statement or account.

Forms 31 and 74 adaptation

PROOF OF CLAIM

(Section 50.1, subsections 65.2 (4), 81.2 (1), 81.3 (8), 81.4, 81.4 (8), 102 (2), 124 (2)

and 128 (1) and paragraphs 51 (1) e) and 66.14b) of the Act)

Bankruptcy and Insolvency Act (R.S.C. (1985), c. B-3)

All notices or correspondence regarding the claim must be forwarded to the following address: 1100 Burloak Drive, Suite 401, Burlington, Ontario L7L 6B2.

In the matter of the bankruptcy (or the proposal, or the receivership) of DC Freight Haulers Inc. of **Woodstock, ON** (hereinafter: « Debtor ») for contract number **V24616** dated on August 16th 2021 and the claim of **Mitsubishi HC Capital Canada Leasing, Inc.**, (hereinafter: « Creditor/Claimant »);

I, Maham Naeem, of Burlington in the province of Ontario

HEREBY CERTIFY:

1. That I am a representative of **Mitsubishi HC Capital Canada Leasing, Inc.**, Creditor/Claimant of named above Debtor;
2. That I have knowledge of all the circumstances connected with the claim referred to below;
3. That the Debtor was, at the date of bankruptcy (or the date of receivership or, in the case of a proposal, the date of the notice of intention or of the proposal if no notice of intention was filed) namely the March 31st 2025 and still is indebted to the Creditor/Claimant in the sum of **\$21 757,20**, as specified below or as specified in the document(s) attached and marked schedule (), after deducting any counterclaims to which the Debtor is entitled:

11 « installments » of \$1943.27	=	\$21375.97
Purchase Option	=	\$11.30
Clause 18	=	\$369.93
Product of the sale	=	\$
TOTAL CLAIM	=	\$21 757,20

4. (Check and complete appropriate category)

☐ UNSECURED CLAIM OF \$_____ (other than as a customer contemplated by section 262 of the Act)

That in respect of this debt, the Creditor/Claimant do not hold any assets of the Debtor as security and: (check appropriate description)

☒ C. SECURED CLAIM OF \$21 757,20

That in respect of this debt, the Creditor/Claimant holds assets of the Debtor valued at \$_____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given, and attach a copy of the security documents).

D.

E.

F.

G.

5. That, to the best of my knowledge, the above-named Creditor/Claimant is (or is not) related to the Debtor within the meaning of section 4 of the Act
6. That the following are the payments that the Creditor/Claimant has received from, and the credits that the Creditor/Claimant has allowed to, and the transfers at undervalue within the meaning of subsection 2 (1) of the Act that the Creditor/Claimant has been privy to or a party to with the Debtor within the three months (or, if the Creditor/Claimant and the Debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 (1) of the Act: (Provide details of payments, credits and transfers at undervalue). (Applicable only in the case of the bankruptcy of an individual.)

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

☒ **RECLAMATION OF PROPERTY**

That I am a representative of **Mitsubishi HC Capital Canada Leasing, Inc.** Creditor/Claimant of named above Debtor;

1. That I have knowledge of all the circumstances connected with the claim referred to below;
2. That, on March 31st 2025, the Debtor made an assignment (or a bankruptcy order was made against the Debtor or the Debtor filed a notice of intention or a proposal).
3. That, on that date, the property enumerated below was in the possession of the Debtor (or the bankrupt), and still remains in the possession of the Debtor (or the bankrupt or the trustee):

2018 Trailer Wabash carrier Reefer -1JJV532B3JL064550-

4. That the Creditor/Claimant hereby claims the property, or interest or right in it, by virtue of the document(s) attached:
5. That the Creditor/Claimant is entitled to demand from the trustee the return of the property enumerated above.
6. That the Creditor/Claimant hereby demands that the trustee returns to him, the property enumerated in the document(s) within the fifteen (15) days after the filing of this form, or within the fifteen (15) days after the first meeting of the Creditors/Claimant of the Debtor, whichever is the later.

SIGNED in Trois-Rivières, April 30th 2025

Witness

For the Creditor/Claimant
By: Maham Naeem

Creditor/Claimant contact information

Phone number: 1-855-840-1298

Email address: legaldebtrecovery@mhccna.com

RECLAMATION OF PROPERTY:

SWORN (OR SOLEMNLY DECLARED)

BEFORE ME AT Trois-Rivières in the province of Québec. on the April 30th 2025.

Commissioner for oaths

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A trustee may, pursuant subsection 128 (3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in proof of security by the secured creditor.

Subsection 201 (1) of the Act provides severe penalties for making any false claim, declaration of statement or account.

Forms 31 and 74 adaptation

PROOF OF CLAIM

(Section 50.1, subsections 65.2 (4), 81.2 (1), 81.3 (8), 81.4, 81.4 (8), 102 (2), 124 (2)

and 128 (1) and paragraphs 51 (1) e) and 66.14b) of the Act)

Bankruptcy and Insolvency Act (R.S.C. (1985), c. B-3)

All notices or correspondence regarding the claim must be forwarded to the following address: 1100 Burloak Drive, Suite 401, Burlington, Ontario L7L 6B2.

In the matter of the bankruptcy (or the proposal, or the receivership) of DC Freight Haulers Inc. of **Woodstock, ON** (hereinafter: « Debtor ») for contract number **V42937** dated on June 22nd 2022 and the claim of **Mitsubishi HC Capital Canada Leasing, Inc.**, (hereinafter: « Creditor/Claimant »);

I, Maham Naeem, of Burlington in the province of Ontario

HEREBY CERTIFY:

1. That I am a representative of **Mitsubishi HC Capital Canada Leasing, Inc.**, Creditor/Claimant of named above Debtor;
2. That I have knowledge of all the circumstances connected with the claim referred to below;
3. That the Debtor was, at the date of bankruptcy (or the date of receivership or, in the case of a proposal, the date of the notice of intention or of the proposal if no notice of intention was filed) namely the March 31st 2025 and still is indebted to the Creditor/Claimant in the sum of **\$111 215,45**, as specified below or as specified in the document(s) attached and marked schedule (), after deducting any counterclaims to which the Debtor is entitled:

27 « installments » of \$4066.37	=	\$109791.99
Purchase Option	=	\$11.30
Clause 18	=	\$1412.16
Product of the sale	=	\$
TOTAL CLAIM	=	\$111 215,45

4. (Check and complete appropriate category)

☐ UNSECURED CLAIM OF \$_____ (other than as a customer contemplated by section 262 of the Act)

That in respect of this debt, the Creditor/Claimant do not hold any assets of the Debtor as security and: (check appropriate description)

☒ C. SECURED CLAIM OF \$111 215,45

That in respect of this debt, the Creditor/Claimant holds assets of the Debtor valued at \$_____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given, and attach a copy of the security documents).

D.

E.

F.

G.

5. That, to the best of my knowledge, the above-named Creditor/Claimant is (or is not) related to the Debtor within the meaning of section 4 of the Act
6. That the following are the payments that the Creditor/Claimant has received from, and the credits that the Creditor/Claimant has allowed to, and the transfers at undervalue within the meaning of subsection 2 (1) of the Act that the Creditor/Claimant has been privy to or a party to with the Debtor within the three months (or, if the Creditor/Claimant and the Debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 (1) of the Act: (Provide details of payments, credits and transfers at undervalue). (Applicable only in the case of the bankruptcy of an individual.)

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

☒ **RECLAMATION OF PROPERTY**

That I am a representative of **Mitsubishi HC Capital Canada Leasing, Inc.** Creditor/Claimant of named above Debtor;

1. That I have knowledge of all the circumstances connected with the claim referred to below;
2. That, on March 31st 2025, the Debtor made an assignment (or a bankruptcy order was made against the Debtor or the Debtor filed a notice of intention or a proposal).
3. That, on that date, the property enumerated below was in the possession of the Debtor (or the bankrupt), and still remains in the possession of the Debtor (or the bankrupt or the trustee):

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4. That the Creditor/Claimant hereby claims the property, or interest or right in it, by virtue of the document(s) attached:
5. That the Creditor/Claimant is entitled to demand from the trustee the return of the property enumerated above.
6. That the Creditor/Claimant hereby demands that the trustee returns to him, the property enumerated in the document(s) within the fifteen (15) days after the filing of this form, or within the fifteen (15) days after the first meeting of the Creditors/Claimant of the Debtor, whichever is the later.

SIGNED in Trois-Rivières, April 30th 2025

Witness

For the Creditor/Claimant
By: Maham Naeem

Creditor/Claimant contact information

Phone number: 1-855-840-1298

Email address: legaldebtrecovery@mhccna.com

RECLAMATION OF PROPERTY:

SWORN (OR SOLEMNLY DECLARED)

BEFORE ME AT Trois-Rivières in the province of Québec. on the April 30th 2025.



Commissioner for oaths

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A trustee may, pursuant subsection 128 (3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in proof of security by the secured creditor.

Subsection 201 (1) of the Act provides severe penalties for making any false claim, declaration of statement or account.

APPENDIX “9”

Cassandra Glover

From: Mukul Manchanda
Sent: Friday, May 16, 2025 3:08 PM
To: Cassandra Glover
Subject: FW: Application for receivership of DC Freight Haulers Inc.; Our File No. 50015082

Mukul Manchanda, CPA, CIRP, LIT | Managing Partner

Corporate Restructuring & Insolvency

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From: Marina R <marinar@benningtonfinancial.ca>
Sent: Wednesday, April 16, 2025 4:55 PM
To: info <info@spergel.ca>
Subject: Re: Application for receivership of DC Freight Haulers Inc.; Our File No. 50015082

Good afternoon,

I am a law clerk for Bennington Financial Corp., a creditor of DC Freight Haulers Inc.

We are in receipt of the attached Factum of the applicant, RBC. We understand that msi Spergel inc. has not yet been appointed as receiver. We would like to inquire if we can proceed with our recovery efforts as against DC Freight Haulers Inc. at this time, as our assets are currently at risk.

Best,
Marina Ryskin
Law Clerk



100-1465 North Service Rd E
Oakville, ON
L6H 1A7



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Fax 1 866 405 4869

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