Court File No: CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION

Respondent

MOTION RECORD
(Receiver's Motion for Approval and Vesting Order)

November 2, 2026

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
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Lawyers for the Receiver, msi Spergel inc., in its capacity as Court-appointed receiver of 10337200 Canada Inc.

TO: **THE SERVICE LIST**

Court File No: CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

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TAB 1

Court File No: CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

NOTICE OF MOTION

(returnable November 13, 2026)

msi Spergel inc. ("**Spergel**") in its capacity as Court-appointed receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties (the "**Property**") the Respondent, 10337200 Canada Inc. d/b/a Overland East Transportation ("**Overland**" or the "**Debtor**"), will make a motion to the court on Friday, November 13, 2026 at 10:00 a.m. or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING:

The motion is to be heard in person at 7755 Hurontario Street, Brampton, Ontario.

THE MOTION IS FOR

(a) An order, if necessary, abridging the time for service, filing and confirmation of this Motion Record and this motion in the manner effected by the Receiver, or, if necessary, an order dispensing with any further or other service on any person

besides those already served on the Service List, and declaring that this motion is properly returnable on the set day and time;

(b) An approval and vesting order (the "**AVO**") granting sale-related relief, including:

(i) approving the form of contract to auction between Ritchie Bros. Auctioneers (Canada) Ltd. ("**RBA**" or the "**Auctioneer**"), as auctioneer, and the Receiver (the "**Contract to Auction**"), and authorizing the Auctioneer to conduct an unreserved public auction (and, if applicable, re-auction) as referenced in, and in accordance with the terms of the Contract to Auction (the "**Auction**");

(c) An ancillary order (the "**Ancillary Order**") granting administration-related relief, including:

(i) approving the First Report to the Court of the Receiver dated October 30, 2026 (the "**First Report**"), and the activities and conduct of the Receiver set out in the First Report, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;

(ii) approving the Receiver's Interim Statement of Receipts and Disbursements as at October 25, 2026;

(iii) approving the fees and disbursements of the Receiver for the period ended September 17, 2026 and of its counsel, Gowling WLG

(Canada) LLP ("**Gowlings**"), for the period ending October 25, 2026, and authorising payment of such fees and disbursements;

(d) Advice and directions with respect to the solution and determination of issues relating to the release of the Fastek Equipment and the Weld Equipment (collectively, the "**Equipment**") currently in the possession of Fastek Truck Repairs Inc. ("**Fastek**") and Weld & Go Trailer, also known as Bilkhu Trailer Repairs Inc. ("**Weld**"), to release the Fastek Equipment and the Weld Equipment (collectively, the "**Equipment**"), as well as any other Property that may be in their respective possession, to the Receiver, including the Receiver's recommendation that such issues be resolved by way of an Order (the "**Equipment Order**") requiring, among other things, Fastek and Weld to surrender and deliver the Equipment to the Receiver in accordance with the Receiver's instructions; and

(e) Such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE

1. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the First Report.

The Appointment of the Receiver

2. Pursuant to an Order of this Court made on January 30, 2026 (the "**Receivership Order**"), on the application of Royal Bank of Canada ("RBC"), Spergel was appointed as Receiver of all the assets, undertakings and properties of the Debtor

(collectively, the "**Property**"). The corresponding endorsement was made by Justice Emery.

3. The Debtor is a Canadian-owned private corporation that carried on business as a transporter of goods across North America from premises at 18 Strathearn Avenue, Unit C1, Brampton, Ontario. The Property is comprised mainly of heavy haul transportation equipment.

The Receiver's Activities

4. The Receiver's activities since its appointment have concentrated on, among other things:

   (a) preparing the statutory Notice and Statement of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* ("**BIA**") and completing all required creditor notifications;

   (b) preparing the required interim report pursuant to subsection 246(2) of the BIA;

   (c) communicating with representatives of the Debtor in relation to, among other things, obtaining the Debtor's books and records and the whereabouts of all of its rolling stock;

   (d) attending at the Premises and various addresses provided by representatives of the Debtor to confirm the location of, and obtain possession of, available rolling stock;

   (e) writing to all major Canadian financial institutions to freeze any accounts of the Debtor;

(f) preparing required tax filings;

(g) coordinating a freeze of the Debtor's registrant identification number with the Ministry of Transportation;

(h) having Gowlings complete an independent review of the RBC Security and of the purchase money security interests registered against the rolling stock;

(i) providing RBC with regular updates and responding to other creditor and stakeholder inquiries;

(j) conducting required banking activities, including maintaining the receivership trust account, and maintaining the Receiver's website; and

(k) preparing the First Report.

5. The Receiver is not aware of any claims that would take priority over the RBC Security. In particular, there are no outstanding claims by the Canada Revenue Agency for payroll source deductions or HST, and no outstanding employee claims.

6. The Receiver states that its actions, as outlined in the First Report, should be approved by this Honourable Court.

The Fastek Equipment

7. On February 5, 2026, the Debtor's former counsel advised that two 2024 Volvo VNL units (VINs 4V4NB9EHXRN341705 and 4V4NB9EH1RN341706) (the "**Fastek Equipment**") were in the possession of Fastek at Unit 2, 273 Glidden Road, Brampton, Ontario (the "**Fastek Premises**").

8. Fastek, through its officer and director, Azaz Ahmad, confirmed that it is in possession of the Fastek Equipment but has refused to release it to the Receiver until outstanding repair invoices are paid, asserting a possessory lien under the RSLA.

9. By letters dated January 30, 2026 and March 12, 2026, and by repeated email correspondence, Gowlings provided Fastek with the Receivership Order, advised it of its obligations thereunder and of the decision in Royal Bank of Canada v. TransEmerge Transport Inc., in which the Court confirmed that a receiver is entitled to take possession of liened articles without prejudice to the claimant's possessory lien claim being determined at another time. Fastek has refused or failed to deliver the Fastek Equipment.

10. On June 15, 2026, Mr. Ahmad swore an affidavit to the Ministry of Transportation seeking to transfer one unit of the Fastek Equipment to Fastek. On October 25, 2026, Gowlings advised Fastek that the Receiver would seek the return of the Fastek Equipment at this motion.

The Weld Equipment

11. Weld, located at 11533 10 Line, Georgetown, Ontario (the "**Weld Premises**"), through its principal, Sunny Bilkhu, confirmed that it holds certain of the Property (the "**Weld Equipment**"), including a 2023 Hyundai Dry Van (VIN 3H3V532K1PS058101), a 2023 Great Dane Reefer (VIN 1GR1A0627PW519571) and, as the Receiver understands, a 2023 Great Dane Reefer (VIN 1GR1A0625PW518570). Weld has refused to release the Weld Equipment until outstanding repair invoices are paid, asserting a possessory lien under the Repair

Storage Lien Act ("**RSLA**"), but has not provided any invoices or particulars of repair work.

12. Gowlings wrote to Weld on March 12, 2026 enclosing the Receivership Order. Weld acknowledged receipt on March 18, 2026 but has not otherwise responded, including to Gowlings' email of October 25, 2026.

13. Certain other equipment held by Fastek and Weld appears to be leased from third parties and is not the subject of this motion.

14. The Receivership Order requires all persons in possession of the Property to grant the Receiver access to and deliver the Property. Given the refusal of Fastek and Weld to release the Equipment or provide particulars of their claims under the RSLA, the Receiver requires the assistance of this Court to protect the assets of the Debtor and the interests of stakeholders.

The Sale of the Equipment

15. Paragraph 3(k) of the Receivership Order authorises the Receiver to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, having regard to the monetary limits set out in it, and to negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

16. The Receiver seeks authority to sell the Equipment through an unreserved public auction.

17. The net sale proceeds are to be held in trust by the Receiver pending a distribution order, with the proceeds standing in the place and stead of the Equipment so that

any claims of Fastek or Weld under the RSLA, or of any other claimant, are preserved against the proceeds with the same priority they had against the Equipment immediately before the sale.

Interim SRD and Professional Fees and Disbursements

18. As at October 25, 2026, the Receiver was not holding any funds in trust. The Interim SRD reflects only the Office of the Superintendent of Bankruptcy filing fee and a software licensing fee, both funded by the Receiver.

19. The Receivership Order requires the Receiver and its legal counsel to pass their accounts from time to time.

20. The Receiver and its counsel have each properly incurred fees and disbursements, namely approximately $22,000 (inclusive of HST) for the Receiver for the period ended September 17, 2026 and approximately $11,300 (inclusive of HST) for Gowlings for the period ended October 25, 2026, charged at standard hourly rates comparable to those of other providers of similar services, as detailed in the First Report and the Fee Affidavits. None of the Professional Fees has been paid.

21. RBC, the Debtor's senior secured creditor, supports the relief sought.

22. Sections 243 and 249 of the *Bankruptcy and Insolvency Act*.

23. Sections 100 and 137(2) of the *Courts of Justice Act*.

24. Rules 1.04, 2, 3, 37 and 38 of the *Rules of Civil Procedure*.

25. Such further and other grounds contained in the First Report and as the Receiver's lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) The First Report dated October 30, 2026, including the appendices thereto; and

(b) Such further and other evidence as the Receiver's lawyers may advise and this Honourable Court may permit.

DATE: November 2, 2026

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Court File No. CV-26-00000279-0000

ROYAL BANK OF CANADA	- and -	10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION
Applicant		Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

NOTICE OF MOTION

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TAB 2

Court File No: CV-26-00000279-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Respondents

FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER

October 30, 2026

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APPENDICES

1. Order (Appointing Receiver) and the corresponding Endorsement of Justice Emery, both dated January 30, 2026
2. Letter from Gowling WLG (Canada) LLP to Fastek Truck Repairs Inc., dated January 30, 2026
3. Email correspondence between Gowling WLG (Canada) LLP and Fastek Truck Repairs Inc. between January and March 2026
4. Letter from Gowling WLG (Canada) LLP to Fastek Truck Repairs Inc., dated March 12, 2026
5. Affidavit of Mr. Ahmad, sworn on June 15, 2026
6. Email correspondence between Gowling WLG (Canada) LLP and Fastek Truck Repairs Inc. in October 2026
7. Letter from Gowling WLG (Canada) LLP to Weld & Go Trailer, dated March 12, 2026
8. Email correspondence from Gowling WLG (Canada) LLP to Weld & Go Trailer, dated October 25, 2026
9. Form of Contract to Auction
10. Listing of Auction Equipment
11. Receiver's Interim Statement of Receipts and Disbursements for the Period from January 30, 2026, to October 25, 2026
12. Summary of the Professional Fees of the Receiver and the Receiver's Legal Counsel
13. Affidavit of Mukul Manchanda, sworn on October 27, 2026
14. Affidavit of Carol Liu, sworn on October 29, 2026

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I. INTRODUCTION AND BACKGROUND

1. On January 30, 2026 (the "**Date of Receivership**"), msi Spergel Inc. ("**Spergel**") was appointed as the Receiver of all the assets, undertakings, and properties (collectively, the "**Property**") of 10337200 Canada Inc. d/b/a Overland East Transportation (the "**Company**" or "**Overland**") pursuant to an Order (the "**Receivership Order**") granted by the Ontario Superior Court of Justice (the "**Court**"). A copy of the Receivership Order and the corresponding endorsement of Justice Emery are attached hereto as "**Appendix 1**". The Property is comprised mainly of heavy haul transportation equipment.

2. The receivership proceedings were initiated upon the application or Royal Bank of Canada ("**RBC**") who, at the Date of Receivership, was owed approximately $3.4 million plus costs and accruing interest (the "**Indebtedness**"). The Indebtedness is secured by a general security agreement in respect of the Property as well as limited guarantees and postponements of claim from Farhan Zafar Butt, Aslim Hussain and Sana Pervaiz.

3. Overland is a Canadian owned, private corporation carrying on business as a transporter of goods, specializing in transport services across North America. Overland operated from premises located at 18 Strathearn Avenue, Unit C1, in Brampton, Ontario (the "**Premises**"). Farhan Zafar Butt and Aslim Hussain are the Directors of the Company.

II. PURPOSE OF THIS FIRST REPORT

4. This report constitutes the First Report of the Receiver (the "**First Report**"). The First Report is being filed in support of the Receiver's motion to this Honourable Court, returnable at a hearing on November 13, 2026 (the "**November Hearing**"), requesting the following relief:

   4.1. approving the actions and activities of the Receiver since the Date of Receivership, as set out in the First Report, provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals;

   4.2. approving the Receiver's Interim Statement of Receipts and Disbursements for the period from January 30, 2026, to October 25, 2026 (the "**Interim SRD**");

   4.3. directing Fastek Truck Repairs Inc. ("**Fastek**") and Weld & Go Trailer also known as Bilkhu Trailer Repairs Inc. ("**Weld**") to release the Fastek Equipment and the

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Weld Equipment (both defined herein) as well as any other of the Property that may be in their respective possession to the Receiver;

4.4. compelling Fastek and Weld to provide the Receiver with particulars as to the whereabouts of any of the Property, including both the Fastek Equipment and the Weld Equipment (collectively, the "**Equipment**") to the Receiver or any party directed by the Receiver (including but not limited to the Receiver's bailiff, the Sheriff in the jurisdiction where the Property is located and law enforcement);

4.5. directing Fastek and Weld to grant to the Receiver or any other party directed by the Receiver (including but not limited to the Receiver's bailiff, the Sheriff in the jurisdiction where the Property is located and law enforcement) access to any premises where the Property is located including but not limited to the Fastek Premises and the Weld Premises (both defined herein). This includes ensuring access to any locked doors, garages or gated yards as well as removing any equipment that may be impeding access to the Property such that the Property can be removed;

4.6. authorizing the Receiver to sell available Equipment (the "**Auction Equipment**") through an unreserved public auction (the "**Auction**") with the net sale proceeds to be held in trust by the Receiver, pending a distribution Order of this Honourable Court. For the purpose of determining the nature and priority of any claims asserted against the Equipment, the respective net sale proceeds shall stand in place and stead of the Equipment and any claim may be asserted against the net proceeds from the sale of the respective Equipment with the same priority as it had with respect to that Equipment immediately prior to sale;

4.7. Approving a form of Contract to Auction between the Receiver and Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie Bros**") to sell the Auction Equipment through the Auction;

4.8. approving the Receiver's professional fees and disbursements for the period ended July 31, 2026, and the Receiver's legal counsel's professional fees and disbursements for the period ended October 27, 2026 (the "**Professional Fees**"); and

4.9. such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

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III. DISCLAIMER

5. In preparing the First Report, the Receiver has relied upon various unaudited financial information, the books and records of the Company and discussions with interested parties and stakeholders. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information. The Receiver may refine or amend its observations should further information be obtained or brought to its attention after the date of this report.

6. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction, or use of the First Report for any purpose.

7. Unless otherwise stated, all monetary amounts contained in this Report are expressed in Canadian dollars.

IV. RECEIVER'S ACTIVITIES

8. The Receiver's activities since the Date of Receivership include the following:

   8.1. prepared the statutory Notice and Statement of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) ("***BIA***") and completed all required creditor notifications;

   8.2. prepared the required interim report pursuant to subsection 246(2) of the *BIA*;

   8.3. communicated with the representatives of the Company in relation to, among other things, obtaining Overland's books and records and the whereabouts of all of the Company's rolling stock;

   8.4. attended the Premises and various addresses provided by representatives of the Company to confirm the location of and obtain possession of available rolling stock;

   8.5. wrote to all major Canadian financial institutions to freeze any accounts for the Company;

   8.6. prepared required tax filings;

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8.7. coordinated a freeze of the Company's registrant identification number with the Ministry of Transportation;

8.8. requested that the Receiver's legal counsel, Gowling WLG (Canada) LLP ("**Gowlings**") complete an independent review of the RBC Security and well as review numerous purchase money security interests registered in respect of the rolling stock and communicated with the Receiver's legal counsel, as required, with respect to various matters related to the receivership. The Receiver notes that they are not aware of any claims that would take priority to the RBC Security. In particular, there are no outstanding claims by Canada Revenue Agency for payroll source deductions or Harmonized Sales Tax ("**HST"**) and no outstanding employee claims;

8.9. negotiated the form of Auction Agreement with Ritchie Bros;

8.10. provided RBC with regular updates and responded to various other creditor/ stakeholder inquiries;

8.11. conducted required banking activities, including maintaining the Receiver's trust account established for the receivership proceedings; and

8.12. maintained the Receiver's Website.

V. RECEIVER'S DEALINGS WITH FASTEK

9. On February 5, 2026, in response to several requests for the location of the Property, AGL Law Professional Corporation, the Company's former legal counsel, provided an email (the "**AGL Email**") indicating that the following three pieces of equipment were in the possession of Fastek:

9.1. 2024 Volvo VNL – 4V4NB9EHXRN341705;

9.2. 2024 Volvo VNL – 4V4NB9EH1RN341706; and

9.3. 2024 Volvo VNL – 4V4NC9EH4RN652785.

The equipment referenced in section 9.1 and 9.2 of the First Report will be referred to as the "**Fastek Equipment**". The equipment referenced in section 9.3 of the First Report appears to be leased through TFG Financial Corporation and is not being addressed at the November Hearing.

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10. A summary of the Receiver's efforts to obtain possession of the Fastek Equipment is as follows:

10.1. Immediately following receipt of the AGL Email, the Receiver attended Fastek's premises, located at Unit 2, 273 Glidden Road in Brampton, Ontario (the "**Fastek Premises**") and met with employees of Fastek, who facilitated a telephone call with Mr. Azaz Ahmad ("**Ahmad**"), who the Receiver understands to be an officer and director of Fastek.

10.2. Ahmad confirmed to the Receiver that he was in possession of the Fastek Equipment but refused to release the Fastek Equpment to the Receiver until outstanding invoices for repair work had been paid, asserting a possessory lien pursuant to the *Repair and Storage Liens Act* ("***RSLA***").

10.3. By letter dated January 30, 2026 (the "**Fastek January Letter**"), Gowlings provided Fastek with a copy of the Receivership Order and advised, *inter alia*, i) the obligations of Fastek to the Receiver under the Receivership Order, ii) valid lien claims for repairs done but not paid to the "Identified Vehicles" (defined therein) will not be disqualified and that, in addition to the authority of the Receivership Order for the delivery of the Fastek Equipment, the Receiver provided Fastek with the decision of the Honourable Mr. Justice Black of the Ontario Superior Court of Justice (Commercial List) in *Royal Bank of Canada v. Trans Emerge Transport Inc.* drawing their attention to paragraphs [17] to [28] and specifically quoting paragraph [25], where Justice Black concluded that:

> *The Court Order prevails. Given its breadth, the receiver is and must be entitled to take possession of liened articles, without prejudice to the claimant's possessory lien claim to be determined at another time. Such an interpretation is consistent with the necessity for the receiver to maintain control over the debtor's assets to ensure the advantageous and orderly disposition for the benefit of all creditors and to avoid duplicative costs that would otherwise arise from multiple sales. The receiver's rights and obligations arise from the court order and not from the debtor as 233 asserts.*

10.4. A copy of the Fastek January Letter is attached hereto as "**Appendix 2**". Despite repeated requests by the Receiver through Gowlings, Fastek refused or failed to deliver the Fastek Equipment. Copies of the various email communications

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between Gowlings and Fastek in February and March 2026, are attached hereto as "**Appendix 3**".

10.5. On March 12, 2026, Gowlings issued follow up correspondence to Fastek (the "**Fastek March Letter**"), referencing both the Receivership Order and the Fastek January Letter and requesting that Fastek provide a response by March 13, 2026, barring which the Receiver would make an application compelling compliance with the Receivership Order and seeking costs associated with Fastek's failure to comply. A copy of the Fastek March Letter is attached hereto as "**Appendix 4**".

10.6. On June 26, 2026, the Receiver received a copy of an Affidavit to the Ministry of Transportation for the Province of Ontario in Support of a Vehicle Transfer, sworn by Ahmad on June 15, 2026 (the "**Ahmad Affidavit**") pursuant to which Ahmad was seeking to have the equipment referenced in paragraph 9.2 transferred to Fastek. A copy of the Ahmad Affidavit is attached hereto as "**Appendix 5**".

10.7. On October 25, 2026, Gowlings sent a further email to Fastek advising them that, since the Fastek Equipment has not been delivered to the Receiver, the Receiver would be seeking the return of the Fastek Equipment at the November Hearing. Fastek provided an email response on the same day and the subsequent email correspondence up to the date of this Report is attached hereto as "**Appendix 6**".

11. As at the date of the First Report, the Receiver has been unable to obtain the release of the Fastek Equipment which, to the Receiver's knowledge, continues to be in the possession of Fastek.

VI. RECEIVER'S DEALINGS WITH WELD

12. The AGL Email further advised that certain equipment leased by the Company was in the possession of Weld, located at 11533 10 Line in Georgetown, Ontario (the "**Weld Premises**"). A summary of the Receiver's efforts to take possession of the Weld Equipment is as follows:

12.1. On February 6th, 2026, the Receiver spoke with Mr. Sunny Bilkhu, the principal of Weld ("**Bilkhu**"). Bilkhu confirmed that Weld had some of the Property in its possession (the "**Weld Equipment**") but was unable to identify the specific units at that time.

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12.2. Bilkhu refused to release the Weld Equipment to the Receiver until outstanding invoices for repair work had been paid and asserted a possessory lien pursuant to the *RSLA*. The Receiver requested that Weld provide copies of invoices for any repair work along with the vehicle identification numbers ("**VINs**") for the Weld Equipment.

12.3. On February 17, 2026, Bilkhu confirmed the following VINs for the equipment in Weld's possession but did not provide any information with respect to any corresponding repair work or outstanding invoices:

12.3.1. 2023 Hyundia Dry Van - 3H3V532K1PS058101

12.3.2. 2023 Great Dane Reefer - 1GR1A0627PW519571

12.3.3. 2023 Utility Reefer - 1UYVS2530P6899627

12.3.4. 2023 Utility Reefer - 1UYVS2532P6899628

The Receiver notes that the equipment referenced in sections 12.3.3 and 12.3.4 of the First Report appear to be leased through Bodkin, A Division of Bennington Financial Corp. and Concentra Bank respectively (the "**Third-Party Equipment**"). The Third-Party Equipment is not being addressed at the November Hearing. While not confirmed by Bilkhu, the Receiver understands that, in addition to the Equipment referenced in 12.3.1. and 12.3.2, a 2023 Great Dane Reefer – 1GR1A0625PW518570 is also being held at Weld (all of which comprise the "**Weld Equipment**").

12.4. By letter dated March 12, 2026 (the "**Weld March Letter**"), Gowlings provided Weld with a copy of the Receivership Order and advised, *inter alia*, i) the obligations of Weld to the Receiver under the Receivership Order to release the Weld Equipment. A copy of the Weld March Letter is attached hereto as "**Appendix 7**". By email sent on March 18, 2026, Bilkhu acknowledged receipt of the Weld Letter; however, no further response was received from Weld.

12.5. On October 25, 2026, Gowlings sent a further email to Weld advising them that, since the Weld Equipment has not been delivered to the Receiver, the Receiver would be seeking the return of the Weld Equipment at the November Hearing, a copy of which is attached as "**Appendix 8**" hereto. As of the date of this Report, no response had been received from Weld.

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13. As at the date of the First Report, the Receiver has been unable to obtain the release of the Weld Equipment which, to the Receiver's knowledge, continues to be in the possession of Weld.

VII. AUCTION

14. As noted above, at the November Hearing, the Receiver is seeking approval to sell the Auction Equipment via the Auction through Ritchie Bros. A copy of the form of Auction Agreement is attached hereto as "**Appendix 9**" and the key terms of the Auction Agreement are summarized below:

    14.1. Ritchie Bros will offer the Equipment for sale via unreserved public auction, the date of which remains to be set. The Auction Equipment will be made available for viewing pending sale;

    14.2. Ritchie Bros will be paid a commission of ten percent for any lot in excess of $3,000 (net of applicable taxes) with a minimum fee of $195 being charged on each lot (the "**Commission Rates**"). In addition, the Receiver will reimburse Richie Bros for the following:

        14.2.1. Approved refurbishing of the Auction Equipment at a rate of cost-plus ten percent as well as for the cost of fuel and batteries deemed necessary for the demonstration and sale of the Auction Equipment; and

        14.2.2. Typical administrative costs, such as related to required lien searches;

    14.3. The net sale proceeds from the Auction will be paid to the Receiver by Richie Bros. within 21 days following the Auction;

    14.4. The Auction Equipment will be offered for sale on an "as is, where is" basis; and

    14.5. The Auction Agreement is conditional only upon Court approval.

15. At the November Hearing, the Receiver is seeking approval of the Auction Agreement. The Receiver is supportive of the Auction Agreement and the Auction, based on the following:

    15.1. Ritchie Bros is a reputable auctioneer with significant experience in the sale of similar assets to the Auction Equipment;

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15.2. In the Receiver's experience, the terms of the Auction Agreement, including the Commission Rates, are reasonable and consistent with those offered by similar service providers;

15.3. The Auction will adequately expose the Auction Equipment to the market and provides for a competitive bidding process, which will ensure the best possible realizable value in the circumstances; and

15.4. The Receiver is advised that RBC supports the Auction.

16. The Receiver notes that there is some uncertainty as to the Equipment that may be recovered from Fastek and Weld. As such, attached as "**Appendix 10**" is a list of the Equipment that the Receiver will include in the Auction Agreement if it is recovered from Fastek or Weld or through the subsequent realization efforts of the Receiver.

VIII. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

17. Attached hereto as "**Appendix 11**" is the Interim SRD. As reflected in the Interim SRD, as at October 25, 2026, the Receiver was not holding any funds in trust. The Interim SRD reflects only the payment of the filing fee required by the Office of the Superintendent of Bankruptcy and a licensing fee related to the use of Ascend insolvency software to administer the receivership, both of which were funded by the Receiver. To date, none of the Professional Fees have been paid.

IX. PROFESSIONAL FEES

18. Attached as "**Appendix 12**" hereto is a summary of the Professional Fees, which include the following:

18.1 The Receiver's professional fees and disbursements of approximately $19,500 plus HST of approximately $2,500 for a total of approximately $22,000 for the period ended July 31, 2026 (the "**Receiver's Fees**"); and

18.2 The professional fees and disbursements of Gowlings in the amount of approximately $10,100 plus HST of approximately $1,300 for a total of approximately $11,400 for the period ended October 27, 2026 (the "**Legal Fees**").

19. The Receiver's activities from the Date of Receivership until the filing of the First Report, which have resulted in the Receiver's Fees and the Legal Fees are detailed above. At the November Hearing, the Receiver is seeking approval of the Professional Fees, which have

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been charged by the Receiver and Gowlings at their standard hourly rates which, in the Receiver's experience, are comparable to the standard rates of other providers of similar services in Brampton, Ontario.

20 Both the Receiver and Gowlings are filing affidavits attaching copies of their accounts in advance of the November Hearing (the "**Fee Affidavits**"). Copies of the Fee Affidavits are attached hereto as "**Appendix 13**" and "**Appendix 14**" respectively.

X. CONCLUSION AND RECOMMENDATIONS

21. Given the refusal of both Fastek and Weld to release the Equipment or to provide further details regarding their respective claims under the *RSLA* and the Receiver's entitlement to possession of the Equipment pursuant to the Receivership Order, the Receiver requires the assistance of this Honourable Court in order to protect the assets of Overland and the interests of stakeholders.

22. Accordingly, the Receiver respectfully requests that this Honourable Court grant the relief as set out herein, including approval of the Auction Agreement. The Receiver understands that RBC supports the relief being sought at the November Hearing.

Dated at Toronto this 30th day of October 2026.

msi Spergel inc.
in its capacity as the Court-appointed Receiver
of 10337200 Canada Inc. d/b/a Overland East Transportation
and not in its personal or corporate capacity.

Per:



Mukul Manchanda, CPA, CIRP, LIT
Managing Partner

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APPENDICES

APPENDIX 1

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.	)	FRIDAY, THE 30TH
	)	DAY OF JANUARY, 2026
JUSTICE EMERY	)	

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION

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 Receiver)

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 10337200 Canada Inc. d/b/a

Overland East Transportation (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 January 9, 2026 and the exhibits thereto, the affidavit of Sana Pervaiz sworn January 28, 2026 and the exhibits thereto, and on hearing the submissions of counsel for RBC and such other counsel as were present, 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 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, 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**").

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform any contracts of the 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 Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed

shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding $50,000.00, provided that the aggregate consideration for all such transactions does not exceed $200,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the

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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon

application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the 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**"), including, without limitation, a bankruptcy application against the Debtor. For greater certainty, no RBC Proceeding is stayed or suspended, including, without limitation, a bankruptcy application against the Debtor.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA AND ANTI-SPAM LEGISLATION

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **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 ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

26. **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/.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the 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

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

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

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

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

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

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

34. **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"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**"), without security, of all the assets, undertakings and properties of 10337200 Canada Inc. d/b/a Overland East Transportation (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 30th day of January, 2026 (the "**Order**") made in an application having Court file number CV-26-00000279-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $150,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

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

Per: _____

Name:

Title:

ROYAL BANK OF CANADA	- and -	**10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION**
Applicant		Respondent

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

ORDER
(appointing Receiver)

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

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

COURT FILE NO.: CV-26-00000279-0000

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: ROYAL BANK OF CANADA, applicant

AND:

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION, respondent

BEFORE: Justice Emery

COUNSEL: DELFINO, Cristian, for the applicant
Email: cdelfino@airdberlis.com

LAMBA, Guramrit, for the respondent
Email: glamba@agllaw.ca

HEARD: January 30, 2026, by video conference.

ENDORSEMENT

[1] Royal Bank of Canada makes this Application for the appointment of msi Spergel Inc. as the receiver of all assets, undertakings and properties of the respondent 10337200 Canada Inc. dba Overland East Transportation ("1033"), without security. The Application is brought under s. 243(1) of the *Bankruptcy and Insolvency Act* and s. 101 of the *Courts of Justice Act*.

[2] Mr. Lamba appears as counsel for 1033 even though he has not filed a Notice of Appearance. I accept his representations that he has the authority to make submissions on behalf of 1033 and to bind the corporation as counsel.

[3] The respondent has served the affidavit of Sana Pervaiz dated January 28, 2026 in response to the Application. Ms. Pervais self describes as a director and officer of 1033. Ms. Pervais states in her affidavit, among other things, that 1033 intends to cooperate fully with a court-appointed receiver.

[4] Based on the Application materials and the affidavit of Ms. Pervaiz, I find that it would be just and convenient to appoint the receiver with all proposed powers set out in the draft Order (appointing Receiver).

[5] On consent, an Order (appointing Receiver) shall go in the form of the draft Order filed and signed by me.



_____

Emery J.

APPENDIX 2

January 30, 2026

Rachel Moses
Partner
Direct 416-862-3630
Rachel.Moses@gowlingwlg.com

VIA E-MAIL (azaz.rabwah@gmail.com)

Fastest Truck Repair
273 Glidden Road, Unit 2,
Brampton, ON
Dear Sir:

Re: In the Matter of the Receivership of 1033720 Canada Inc. d/b/a Overland East Transportation
Court File No. CV-26-00000279-0000

As you are aware, we are counsel for msi Spergel inc. ("**Spergel**"), in its capacity as the court-appointed receiver (in such capacity, the "**Receiver**") of all the assets, undertakings and properties (collectively, the "**Property**") of 1033720 Canada Inc. d/b/a Overland East Transportation (the "**Debtor**"). Spergel was appointed as the Receiver pursuant to the Order of the Honourable Mr. Justice Emery of the Ontario Superior Court of Justice made January 30, 2026 (the "**Appointment Order**"). A copy of the Appointment Order is also available on the Receiver's website at https://www.spergelcorporate.ca/engagements/.

The Property includes, amongst other things, the vehicles listed at Schedule "A" of this letter (the "**Identified Vehicles**"). If you are in possession of any other Property, please advise immediately. You indicated during our call that you are in possession of three vehicles, but only two have been identified, as described below.

We understand that you (the "**Repairer**") are claiming a lien for repairs done, but not paid for by the Debtor, to the Identified Vehicles which are currently in your possession. We further understand that you have refused to release the Identified Vehicles to the Receiver, who was at your premises today, until you receive payment for the repairs. We have asked you to provide copies of your invoices, work orders and all other paperwork in support of your lien claim for repairs done.

We note paragraph 4 and 10 of the Appointment Order, which state that all Persons (as defined therein) "*shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request*," and "all rights and remedies *against the Debtor, the Receiver, or affecting the Property… are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court*,".

Please accept this letter as the Receiver's formal request for the delivery of the Identified Vehicles to the Receiver.

Please be advised that the Receiver will not be seeking to disqualify any valid lien claim to which the Repairer would otherwise be entitled but for the delivery of the Identified Vehicles to the Receiver (although the Receiver will, of course, disqualify any purported lien quantum that accrues following your firm's notice of the Appointment Order).

To the extent that the Repairer may have a valid lien claim, the validity, quantum and priority of any such claim may be determined after all the Identified Vehicles have been delivered to the Receiver in accordance with the Appointment Order and after any and all invoices or other documents upon which the Repairer relies have been delivered to the Receiver. However, in the interim, the Appointment Order expressly requires the Repairer to deliver all the Identified Vehicles to the Receiver and, furthermore, expressly prohibits the Repairer to exercise any possessory rights or remedies that it may have, if any, in respect of the Identified Vehicles.

In addition to the authority of the Appointment Order, the Receiver also relies on the most recent decision of the Honourable Mr. Justice Black of the Ontario Superior Court of Justice (Commercial List) in *Royal Bank of Canada v. Trans Emerge Transport Inc.* in Court File CV-24-00712328-00CL ("***Trans Emerge***") (attached) for the Receiver's authority to take possession of the Identified Vehicles. In particular, we draw your attention to paragraphs [17] to [28] of the *Trans Emerge* case and specifically paragraph [25] where Justice Black cited the following:

> *"[25] Her Honour concluded:*
>
> *"The Court Order prevails. Given its breadth, the receiver is and must be entitled to take possession of the liened articles, without prejudice to the claimant's possessory lien claim to be determined at another time. Such an interpretation is consistent with the necessity for the receiver to maintain control over the debtor's assets to ensure their advantageous and orderly disposition for the benefit of all creditors and to avoid duplicative costs that would otherwise arise from multiple sales. The receiver's rights and obligations derive from the court order and not from the debtor as 233 asserts.""*.

Please be advised that if any of the Identified Vehicles is missing, the Receiver will hold you liable. In addition, as advised, if the Receiver is required to obtain a Court Order for the delivery of the Identified Vehicles, it will seek its costs from you. We urge you to reconsider your position and to immediately make arrangements to deliver and/or release the Identified Vehicles to the Receiver. My cell is [redacted] and you may contact me over the weekend.

We look forward to hearing from you.

Sincerely,

Gowling WLG (Canada) LLP



Rachel Moses
Partner
RM/hm

Encl.

SCHEDULE "A"

IDENTIFIED VEHICLES

1. 4V4NB9EH1RN341706
2. 4V4NC9EH4RN652785

APPENDIX 3

From: Moses, Rachel
Sent: March 17, 2026 10:24 AM
To: Fastek Truck Repairs Inc <247fastek@gmail.com>
Subject: Second Follow up: Action Required: Overland East Transportation - Letter to Fastest Truck

Your response below completely disregards the contents of my letter sent on January 30, 2026, the terms of the Receivership Order of the Honourable Mr. Justice Emery and case law, including the decision of the Honourable Mr. Justice Black in Royal Bank of Canada v. Trans Emerge Transport Inc. (for your convenience my letter dated January 30, 2026 is reattached).

Your refusal to deliver the Identified Vehicles is a direct breach of the Receivership Order. We urge you to reconsider your position and to immediately make arrangements to deliver and/or release the Identified Vehicles to the Receiver.

Rachel Moses
Partner
T +1 416 862 3630
rachel.moses@gowlingwlg.com



From: Fastek Truck Repairs Inc <247fastek@gmail.com>
Sent: March 17, 2026 10:05 AM
To: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>
Subject: Re: Second Follow up: Action Required: Overland East Transportation - Letter to Fastest Truck

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning,
We have an outstanding balance for the repair of the units. We have registered liens on the units and notice to retain will be sent out by wednesday to the owners and the parties those are interested in buying. Tha balance must be cleared first then we can deliver the vehicle,but for now those are in our possession due to the unpaid invoices.

Regards,
Fastek Truck Repairs

On Thu, Mar 12, 2026 at 4:14 PM Moses, Rachel <Rachel.Moses@gowlingwlg.com> wrote:

What notice? You are required to deliver the units to the Receiver.

Rachel Moses
Partner
T +1 416 862 3630
rachel.moses@gowlingwlg.com

GOWLING WLG

From: Fastek Truck Repairs Inc <247fastek@gmail.com>
Sent: March 12, 2026 12:11 PM
To: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>
Subject: Re: Second Follow up: Action Required: Overland East Transportation - Letter to Fastest Truck

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning,

We will send you a copy of the notice to retain by next week.

Regards,

Fastek Truck Repairs

On Thu, Mar 12, 2026 at 12:00 PM Moses, Rachel <Rachel.Moses@gowlingwlg.com> wrote:

Mr. Ahmad,

We are sending you via separate email our letter from January 30, 2026 and today's letter.

Rachel Moses
Partner
T +1 416 862 3630
rachel.moses@gowlingwlg.com

From: Azaz Ahmad <azaz.rabwah@gmail.com>
Sent: March 11, 2026 6:07 PM
To: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>
Cc: Mukul Manchanda (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Cassandra Glover <cassandra@spergel.ca>; Paula Amaral <pamaral@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>
Subject: Re: Second Follow up: Action Required: Overland East Transportation - Letter to Fastest Truck

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Please contact to the office email

The email is 247Fastek@gmail.com

Please mantion on the email for your inquiries

Thanks

On Fri, Mar 6, 2026, 5:15 p.m. Moses, Rachel <Rachel.Moses@gowlingwlg.com> wrote:

May we please have a response to our letter sent on January 30, 2026

Rachel Moses
Partner

T +1 416 862 3630
rachel.moses@gowlingwlg.com

From: Moses, Rachel
Sent: January 30, 2026 10:05 PM
To: azaz.rabwah@gmail.com
Cc: Mukul Manchanda (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Cassandra Glover <cassandra@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>; Paula Amaral <pamaral@spergel.ca>
Subject: Action Required: Overland East Transportation - Letter to Fastest Truck

Mr. Rabwah,

Further to our calls today, please see attached correspondence for your immediate attention.

Rachel Moses
Partner
T +1 416 862 3630
rachel.moses@gowlingwlg.com

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada

gowlingwlg.com

Gowling WLG | 1,500+ legal professionals worldwide

APPENDIX 4

Rachel Moses
Partner
Direct 416-862-3630
Direct Fax 416-862-7661
Rachel.Moses@gowlingwlg.com

File No. G10104156

March 12, 2026

VIA EMAIL (247fastek@gmail.com)

Fastek Truck Repairs
273 Glidden Road, Unit 2
Brampton, ON L6W 1H9

Dear Sir/Madam:

Re: Royal Bank of Canada v. 10337200 Canada Inc. d/b/a Overland East Transportation Court File No. CV-26-00000279-0000

As you know, we are the lawyers for msi Spergel inc., in its capacity as the court-appointed receiver (the "**Receiver**"), without security, of all the assets, undertakings and properties (the "**Property**") of 10337200 Canada Inc. d/b/a Overland East Transportation (the "**Debtor**").

We are still waiting for your response to my letter sent on January 30, 2026 (the "**January Letter**") and my follow up email sent on March 6, 2026. A copy of the January Letter is attached.

The Receiver was appointed pursuant to the Order of Justice Emery made on January 30, 2026 (the "**Appointment Order**"). A copy of the Appointment Order is attached.

We reference the Appointment Order, and specifically:

1. Paragraph 4, which provides that all Persons advise the Receiver of the existence of any Property, and the obligation to grant immediate and continued access to the Property to the Receiver, and the obligation to deliver all such Property to the Receiver upon the Receiver's request.

2. Paragraph 5, which provides that all Persons advise the Receiver of the existence of any Records (as defined in the Appointment Order) related to the business or affairs of the Debtors in that Person's possession or control, and shall grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto.

3. Paragraph 6, which provides that the Records shall not be altered, erased or destroyed without the prior written consent of the Receiver and that all Persons shall provide the Receiver with assistance in gaining immediate access to the information in the Records,

including providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

In accordance with the Appointment Order, we hereby demand that Fastek Truck Repairs cooperate immediately with the Receiver to enable the Receiver to carry out its mandate under the Appointment Order.

The Receiver hereby demands immediate compliance with the Appointment Order, including producing and delivering the following Property to the Receiver:

Year	**Make**	**Model**	**VIN**
2024	Volvo	VNL	4V4NB9EHXRN341705
2024	Volvo	VNL	4V4NB9EH1RN341706

We require a response by close of business on March 13, 2026, failing which the Receiver intends to report Fastek Truck Repairs' non-compliance with the Appointment Order to the Court and obtain an Order compelling compliance. If the Receiver is forced to take this step, the Receiver will ask the Court to Order that all parties not complying with the Appointment Order pay the Receiver's costs associated with this non-compliance.

We as the Receiver's counsel are available for a call to discuss, if necessary.

We look forward to your prompt attention to this matter.

Sincerely,

Gowling WLG (Canada) LLP

Rachel Moses
RM/hm

Encl.

APPENDIX 5

IN THE MATTER OF A Notice of Intention to Retain made pursuant to Section 17 of the *Repair and Storage Liens Act* S.O. 1989, c 17

BETWEEN:

Fastek Truck Repairs Inc.

Lien Claimant

and

The Royal Bank of Canada

Registered Owner

2024 Volvo VVN, VIN# 4V4NB9EH1RN341706

Subject Article (vehicle)

AFFIDAVIT TO THE MINISTRY OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO IN SUPPORT OF A VEHICLE TRANSFER

I, **Azaz Ahmad**, of the town of **Brampton**, in the Province of Ontario, Take Oath and swear as follows:

1. I, **Azaz Ahmad**, am an officer and director of **Fastek Truck Repairs Inc.** and as such have firsthand knowledge of the matters hereinafter deposed of.

2. **The Royal Bank of Canada** is the registered owner of the subject above described Article (vehicle). The lien claimant **Fastek Truck Repairs Inc.** is owed for storage and repair of the subject article in the amount of **$24,563.95**. These moneys remain unpaid. As such the Lien Claimant is entitled to a Lien as described in the Repair and Storage Liens Act R.S.O. 1990, Chapter R.25.

3. The Lien Claimant has complied with the assistance of Big Dog Solutions Limited, all relevant sections and requirements of the said Repair and Storage Liens Act R.S.O. 1990 Chapter R.25, including sending proper notice via registered mail of the attached "Notice of Intention" dated **March 23rd, 2026**, to now allow the lien claimant to request that the Ministry of Transportation, for the Province of Ontario to transfer the subject vehicle to the name of the Lien Claimant, **Fastek Truck Repairs Inc.**

4. I do verily believe that all requirements under Part III of the *Repair and Storage Liens Act* have been complied with and for no illegal or improper purpose.

SWORN BEFORE ME AT THE)
City ~~TOWN~~ OF Mississauga, IN THE)
REGIONAL MUNICIPALITY OF Peel)
THIS 15, DAY OF June, 2026)
A COMMISSIONER, ETC)

Paramjit S. B

Azaz Ahmad

Paramjit Singh Bal, a Commissioner, etc.,
Province of Ontario, for ISB Paralegal & Related Services Inc.,
and for work done within the permitted scope of
practice of a Licensed Paralegal in Ontario.

PARAMJIT SINGH BAL LICENSED NOTARY PUBLIC PARALEGAL ONTARIO

APPENDIX 6

From: Fastek Truck Repairs Inc <247fastek@gmail.com>
Sent: Sunday, October 25, 2026 9:52 AM
To: Moses, Rachel <Rachel.Moses@gowlingwlg.com>
Cc: Vanessa Allen <Vallen@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cassandra@spergel.ca>
Subject: Re: Request for Motion Record – Overland Transportation.

I acknowledge receipt of your letter regarding the equipment currently in ‹Dear Counsel Canada Inc., 1033720 my possession. I performed repairs on the trucks belonging to operating as Overland Transportation, and I have outstanding invoices for the repair work performed. I also have lien documentation, records relating to the statutory notice process, and an affidavit provided by the bailiff. Please provide me with a complete copy of the Notice of Motion, the full Motion Record, all supporting affidavits and exhibits, the court file number, and confirmation of the hearing scheduled for November 13, 2026, in Brampton, as well as any documents setting out the Receiver's position regarding my repair lien and the equipment. I have taken steps to protect my interests in the equipment due to the outstanding repair charges, and I request that you provide the above documents so I can properly review the Receiver's position and obtain appropriate legal advice before the scheduled hearing. Nothing in this correspondence should be construed as a waiver of any of my rights, claims, or interests concerning the repair lien, the outstanding amounts .owed, or the equipment. I look forward to your response

Fastek Sincerely

Fastek Truck Repairs Inc.

3210 Airway Drive Mississauga Ontario

+1-647-609-1699

On Sun, Oct 25, 2026 at 11:31 AM Moses, Rachel <Rachel.Moses@gowlingwlg.com> wrote:

As you are aware, we are the lawyers for msi Spergel inc. the Court-appointed receiver (the "**Receiver**") of all the assets, undertakings and properties of 1033720 Canada Inc. doing business as Overland Transportation (the "**Debtor**"). Despite the Receiver's request for the Fastek Equipment as defined in the Receiver's letter dated March 12, 2026, Fastek has failed and/or refused to deliver same to the Receiver. Accordingly, the Receiver is seeking a Court order requiring Fastek to comply with the Receivership Order and costs. The motion is in **Brampton on Friday, November 13, 2026**.

Rachel Moses
Partner
T +1 416 862 3630
rachel.moses@gowlingwlg.com



APPENDIX 7

Rachel Moses
Partner
Direct 416-862-3630
Direct Fax 416-862-7661
Rachel.Moses@gowlingwlg.com

March 12, 2026

File No. G10104156

VIA EMAIL (INFO@BILKHUTRAILER.COM)

Weld & Go Trailer
11533 10 Line
Georgetown, ON L7G 4S7

Attention: Sunny Bilkhu

Dear Sirs/Madams:

Re: Royal Bank of Canada v. 10337200 Canada Inc. d/b/a Overland East Transportation Court File No. CV-26-00000279-0000

We are the lawyers for msi Spergel inc., in its capacity as the court-appointed receiver (the "**Receiver**"), without security, of all the assets, undertakings and properties (the "**Property**") of 10337200 Canada Inc. d/b/a Overland East Transportation (the "**Debtor**").

The Receiver was appointed pursuant to the Order of Justice Emery made on January 30, 2026 (the "**Appointment Order**"). A copy of the Appointment Order is attached.

We reference the Appointment Order, and specifically:

1. Paragraph 4, which provides that all Persons advise the Receiver of the existence of any Property, and the obligation to grant immediate and continued access to the Property to the Receiver, and the obligation to deliver all such Property to the Receiver upon the Receiver's request.

2. Paragraph 5, which provides that all Persons advise the Receiver of the existence of any Records (as defined in the Appointment Order) related to the business or affairs of the Debtors in that Person's possession or control, and shall grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto.

3. Paragraph 6, which provides that the Records shall not be altered, erased or destroyed without the prior written consent of the Receiver and that all Persons shall provide the Receiver with assistance in gaining immediate access to the information in the Records,

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

including providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

In accordance with the Appointment Order, we hereby demand that Weld & Go Trailer cooperate immediately with the Receiver to enable the Receiver to carry out its mandate under the Appointment Order.

The Receiver hereby demands immediate compliance with the Appointment Order, including producing and delivering the following Property to the Receiver:

Year	**Make**	**Model**	**VIN**
2023	Great Dane	Reefer	1GR1A0625PW519570
2023	Great Dane	Reefer	1GR1A0627PW519571
2023	Hyundai	Dry Van	3H3V532K1PS058101

We require a response by close of business on March 13, 2026, failing which the Receiver intends to report Weld & Go Trailer's non-compliance with the Appointment Order to the Court and obtain an Order compelling compliance. If the Receiver is forced to take this step, the Receiver will ask the Court to Order that all parties not complying with the Appointment Order pay the Receiver's costs associated with this non-compliance.

We as the Receiver's counsel are available for a call to discuss, if necessary.

We look forward to your prompt attention to this matter.

Sincerely,

Gowling WLG (Canada) LLP

Rachel Moses
RM/hm

Encl.

Appendix 8

From: Moses, Rachel <Rachel.Moses@gowlingwlg.com>
Sent: Sunday, October 25, 2026 9:30 AM
To: SUNNY BILKHU <info@bilkhutrailer.com>
Cc: Vanessa Allen <Vallen@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Cassandra Glover <cassandra@spergel.ca>
Subject: Receivership of Overland East Transportation
Importance: High

As you are aware, we are the lawyers for msi Spergel inc. the Court-appointed receiver (the "**Receiver**") of all the assets, undertakings and properties of 1033720 Canada Inc. doing business as Overland Transportation (the "**Debtor**"). Despite the Receiver's request for the Weld Equipment as defined in the Receiver's letter dated March 12, 2026, Weld has failed and/or refused to deliver same to the Receiver. Accordingly, the Receiver is seeking a Court order requiring Weld to comply with the Receivership Order (a copy of which was provided to you on March 12, 2026) and costs. The motion is in **Brampton on Friday, November 13, 2026**.

Rachel Moses
Partner
T +1 416 862 3630
rachel.moses@gowlingwlg.com



Appendix 9

RITCHIE BROS.
Auctioneers

CONTRACT TO AUCTION

DATED this 30th day of October, 2026.

BETWEEN:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD., having its head office at 9500 Glenlyon Parkway, in the city of Burnaby, in the province of British Columbia, V5J 0C6
Web Site: www.rbauction.com

(the **"Auctioneer"**)

OF THE FIRST PART

AND:

msi Spergel inc. solely in its capacity as Court appointed receiver of all the assets, undertakings and properties of 10337200 Canada Inc. d/b/a Overland East Transportation having a place of business at 18 Strathearn Avenue, Unit C1, in the City of Brampton, in the Province of Ontario.

Attention:	Mukul Manchanda
Telephone No.	416-498-4314
E-Mail Address	mmanchanda@spergel.ca
And	Vanessa Allen
Telephone No.	403-477-9661
E-Mail Address	vallen@spergel.ca

(in such capacity, the **"Receiver"**)

OF THE SECOND PART

TERMS AND CONDITIONS OF THIS CONTRACT

Agreement

The Receiver is entering into this Contract solely in its capacity as and pursuant to its rights as a Court-appointed receiver of all the assets, undertakings and properties of 10337200 Canada Inc. d/b/a Overland East Transporation appointed pursuant to the Order of the Ontario Superior Court of Justice (the "**Court**") made on January 30th, 2026 (the "**Appointment Order**").
.

For valuable consideration, the above parties enter into this Contract (the "**Contract**") which sets out their respective rights, obligations and undertakings regarding the sale by unreserved public auction of all those items described on Schedule "A" attached hereto (the "**Equipment**").

SECTION 1: AUCTIONEER'S OBLIGATIONS AND RESPONSIBILITIES

1.01 **Sale Date** – The Auctioneer shall, as agent of the Receiver, offer the Equipment for sale at unreserved public auction on a date to be determined in the Township of Amaranth in the Province of Ontario.

1.02 **Payment –** The Auctioneer shall make payment to the Receiver within twenty-one (21) days after the auction, the amount due and owing to the Receiver from monies collected from the sale of the Equipment after making all deductions permitted under this Contract (collectively, the "**Receiver's Payment**").

1.03 **Commission** – The Auctioneer shall be entitled, at the time of the auction, to a commission based on the gross sale price of the Equipment or any part thereof, as follows:

(a) Ten (10%) Percent for any lot in excess of $3,000.00; and

(b) for any lot realizing $3,000.00 or less, with a minimum fee of $195.00 per lot.

1.04 **Other** – The Auctioneer shall:

(a) allow the Receiver access to records concerning the sale of the Equipment at the auction, excluding the names or contact information of the buyers thereof;

(b) supervise the preparation and organization of the auction;

(c) provide auctioneers and accountants required for an auction of this type;

(d) provide listing catalogs of the lots offered for sale to potential buyers at the auction; and

(e) collect and remit Federal and Provincial sales tax arising upon the sale of the Equipment at the auction.

SECTION 2: RECEIVER'S REPRESENTATIONS AND WARRANTIES:

2.01 **Title and Condition**

The Receiver represents and warrants that:

(a) based on the granting of the Appointment Order, it has due and lawful authority to sell the Equipment and subject to a Court Order approving a sale by auction, to proceed with the Auction and to provide for the sale of the Equipment to the buyer free and clear of any registered and unregistered liens, security interests, tax or duty obligations or other financial encumbrances or contrary claims whatsoever ("**Encumbrances**"); and

(b) the Receiver and its signatories are duly authorized to enter into this Contract

2.02 **As Is, Where Is** -- The Auctioneer acknowledges that the Receiver is providing and the Auctioneer is auctioning the Equipment on an "as is, where is" and "without recourse" basis, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies may exist with respect to the Equipment, whether patent or latent. The Auctioneer further acknowledges and agrees that it has entered into this Contract on the basis that the Receiver has not guaranteed and will not guarantee title to or marketability, use or quality of the Equipment, that the Auctioneer has conducted such inspections of the condition and title to the Equipment as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Equipment, or the right to sell, assign, convey or transfer same, save and except as expressly provided in this Contract. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act*, R.S.O. 1990, c. S.1, do not apply hereto and/or have been waived by the Auctioneer. The description of the Equipment contained in this Contract is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description.

SECTION 3: RECEIVER'S RESPONSIBILITIES:

3.01 Refurbishing – The Receiver shall reimburse the Auctioneer for:

(a) welding, sandblasting, painting, cleaning, and refurbishing (the "**Refurbishing**") of any part of the Equipment and reimburse the Auctioneer for these costs plus ten percent (10%) provided that all such costs are approved by the Receiver., and

(b) cost of fuel and batteries as the Auctioneer deems necessary for demonstration and sale of the Equipment.

3.02 Delivery –

The Receiver shall deliver the Equipment, at the Receiver's cost, to the auction site together with all documents evidencing the Receiver's security interest and title in and to the Equipment, and/or necessary to transfer title to the Equipment, properly endorsed.

The Receiver hereby assigns Power of Attorney to the Auctioneer for the limited purpose of executing on the Receiver's behalf all documents required to transfer title to, and permit registration or ownership of, any part of the Equipment by the purchaser thereof.

3.03 Searching and Title Documents – The Receiver:

(a) authorizes the Auctioneer to conduct whatever title searches are deemed necessary by the Auctioneer, however in no case shall the Auctioneer have a duty to conduct such searches, nor be responsible for the result thereof; and

(b) shall pay a lien search fee of $70 per unit of Equipment; and

(c) shall pay a document administration fee of $115 per unit for each item of Equipment requiring title or registration documents.

3.04 Risk of Loss, Insurance

(a) The Receiver shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of the negligence of the Auctioneer, its agents or employees, until the earliest of:

i. the removal of the Equipment from the auction site by the purchaser; or

ii. receipt by the Receiver of all proceeds from the sale of the Equipment; and

(b) insure the Equipment, with Auctioneer as additional insured, to their fair market value against all perils so that in the event of damage to, or destruction of, the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction and payment made to Auctioneer forthwith for all deductions permitted by this Contract; and

(c) upon request, provide the Auctioneer with a copy of the insurance certificate, or other documentation evidencing Auctioneer as an additional insured, to the satisfaction of Auctioneer.

3.05 Indemnity – The Receiver shall defend, indemnify and save the Auctioneer**,** its parents, subsidiaries and affiliates, and each of their officers, directors, shareholders, employees, and agents, harmless against all claims, demands, suits, actions, causes of action, damages, costs or charges arising from:

(a) any breach of the representations, warranties or covenants set out herein;

(b) encumbrances against or defects in title to, or taxes or duties payable in respect of, the Equipment or any part thereof;

(c) hazardous materials associated with the Equipment or contamination resulting from any leakage, spills, or malfunction of the Equipment;

(d) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any purchaser thereof;

(e) any deficiency in the compliance with applicable environmental and/or safety laws, rules or regulations; and

(f) any negligence, unlawful act, or willful misconduct of the Receiver in connection with this Contract.

3.06 No Buybacks, Unreserved Auction Sale – The Receiver shall not bid, directly or indirectly, nor allow any other person to bid on the Receiver's behalf or for the Receiver's benefit, by agency or otherwise, on the Equipment or any part thereof at the auction.

The Receiver acknowledges the auction is unreserved and the Auctioneer shall have no obligation or duty to withdraw the Equipment or any part thereof from the auction sale or to cancel the auction. The Equipment shall be sold to the highest bidder on the date of the auction.

3.07 **No Guarantee** – The Receiver acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment at auction.

3.08 **Specific Performance** – The Receiver shall not withdraw, except as the result of a court order, the Equipment or any part thereof from the auction sale. If the Receiver is in breach of this provision within forty (40) days prior to the auction, then in addition to any other remedies set out in this Contract, the parties hereto agree:

(a) the damages to the Auctioneer's business reputation and customer relations are not readily ascertainable;

(b) available remedies at law are not adequate in the event of breach; and

(c) the Auctioneer may not be made whole solely by monetary recompense;

therefore, the Auctioneer may elect, at its sole option, to apply for an order for specific performance of this Contract and the Receiver hereby waives all rights to object to such application.

SECTION 4: MUTUAL AGREEMENTS

4.01 **Timeliness** – Time is of the essence of this Contract.

4.02 **Waiver** – A waiver by either party of any breach of any of the provisions herein shall be limited to such particular instance and shall not operate as a waiver of, or be deemed to waive, any other or future breaches of the same or any other provisions hereof.

4.03 **Legal Costs** – Should either party be required to participate in any action or proceeding in respect of this Contract, the prevailing party shall be entitled to recover all costs, including attorney's fees, incurred as a result thereof.

4.04 **Prohibition of Pre-Sale** – Neither the Auctioneer nor the Receiver shall sell or offer for sale any part of the Equipment prior to the auction without the written permission of the other.

4.05 **Default by Receiver**:

If:

(a) the Receiver willfully withdraws or is unable to timely deliver the Equipment or any part thereof other than for reasons beyond its control, or any documents required hereunder, or if the auction sale does not occur as a result of the actions or inaction of the Receiver; or

(b) the Receiver, directly or indirectly, bids or permits another to bid on the Receiver's behalf or for the Receiver's benefit, by agency or otherwise, on the Equipment or any part thereof at the auction;

(c) the Receiver's representations and warranties set out in Section 2 hereof are not true, complete and correct in all respects; or

(d) the Receiver fails to prepare either the Equipment or the Site in a timely manner;

then:

(e) commissions shall be payable to the Auctioneer upon demand, based upon the fair market value of any withdrawn or undelivered parts of the Equipment as if they had been sold;

(f) any advances made by the Auctioneer to the Receiver together with accrued interest shall become due and repayable immediately; and

(g) the Receiver will upon demand, reimburse the Auctioneer for all out-of-pocket expenses incurred in preparation for the auction.

In the event the Receiver is in violation of subparagraph 4.05 (b), in addition to any other rights or remedies the Auctioneer may have under this Contract, the Auctioneer shall, at its sole discretion, have the right to sell or re-sell the Equipment by public or private sale and Receiver shall pay to the Auctioneer as liquidated damages in addition to all other amounts due hereunder, an amount equal to twenty-five percent (25%) of the proceeds realized from such sale or resale.

4.06 **Auctioneer's Right to Withdraw From Contract / Rescind Sale** – Notwithstanding any other provisions of this Contract, the Auctioneer shall have the right, at its discretion, to (i) withdraw from this Contract and its obligations hereunder shall be unenforceable by the Receiver, or (ii) rescind the sale of the Equipment to a purchaser in whole or in part, if:

(a) there are any registered or unregistered liens, security interests, mortgages, tax or duty obligations or other encumbrances or contrary claims against the Equipment senior to those of the Receiver and not vested out pursuant to a Court Order;

(b) there is insufficient equity in the Equipment or any part thereof to pay the Auctioneer's commission and advances after title is cleared; or

(c) the Receiver is in breach of any of its representations or warranties hereunder.

If, pursuant to this section, the Equipment or any part thereof is not sold at the auction, such equipment shall be deemed to have been withdrawn by Receiver and the provisions of subparagraph 4.05(d), (e) and (f) shall apply.

4.07 **Repayment of Deficiency** – Notwithstanding any other provision of this Contract, if the Equipment or any part thereof is sold by the Auctioneer, any deficiency resulting from the lack of the Receiver's equity therein shall be paid to the Auctioneer upon demand.

4.08 **Use of Equipment** – The Receiver authorizes the Auctioneer to operate the Equipment for purpose of setting up and demonstrating it at the auction.

4.09 **Lots** – The Auctioneer shall divide the Equipment into such lots as it may in its absolute discretion deem desirable for sale at the auction. The Auctioneer shall not be liable for any loss or damages claimed in respect of the manner in which the Equipment is divided into lots nor in respect of any failure to divide the Equipment into lots.

4.10 **Transaction Fee** – The Receiver acknowledges that the Auctioneer may charge purchasers a transaction fee based on the selling price of each lot.

4.11 **Collection of Proceeds** – The Auctioneer shall collect the full proceeds from the sale of the Equipment and the Receiver:

(a) assigns to the Auctioneer all amounts payable to the Auctioneer hereunder, including commission, and any advances, together with interest thereon which shall be repayable at the time of the sale;

(b) directs remaining funds realized from the sale of the Equipment to be paid to any perfected security holders having an interest senior to that of the Receiver, if any; and

(c) directs all remaining funds to be paid to the Receiver.

4.12 **Auctioneer's Right of Set-Off** – The Auctioneer may, in its discretion, apply any proceeds from the sale of the Equipment towards any outstanding amounts otherwise due and owing to the Auctioneer in connection with any purchases, deficiencies or services rendered by the Auctioneer.

4.13 **Uncollected Proceeds** – The Auctioneer may, as it deems necessary, re-auction any part of the Equipment not sold or paid for at the auction and the Receiver acknowledges that no monies shall be payable by the Auctioneer for any part of the Equipment until it has been paid for in full by the purchaser thereof.

4.14 **Creation of Lien** – In addition to any other rights or remedies available to Auctioneer, this Contract creates a lien and charge upon the Assets and may be registered under any applicable personal property security legislation as may be in effect from time to time and entitles Auctioneer to seize and retain possession of the Assets as security for, and/or to sell the Assets to recover, all sums owing hereunder.

4.15 **Entire Agreement** – This Contract:

(a) constitutes the entire agreement between the parties and supersedes and takes the place of all prior contracts, understandings, representations or warranties;

(b) may not be amended except in writing. There are no understandings, agreements, promises, terms, conditions, or warranties expressed or implied, whether orally or by law, statute or trade usage, other than as specifically stated herein; and

(c) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

4.16 **Internet Bidding and Timed Auction Lot System** – The Auctioneer may in its sole discretion offer certain lots for sale, in conjunction with its public unreserved auction, to registered bidders using its proprietary online bidding service or using its silent "timed auction lot" system. The Auctioneer shall use its best effort to ensure that such technologies and systems are available at all auctions for which they have been advertised, however at any given sale

(a) only those lots which the Auctioneer deems appropriate shall be offered using such technologies and systems, and

(b) certain circumstances concerning the Internet and the technology in use are beyond the Auctioneer's control, and such systems may not be available at any given time or auction.

The Receiver agrees that the Auctioneer shall be held harmless from any and all claims, demands, suits, actions, causes of action, damages, costs or charges arising from the Auctioneer's decision whether or not to use such technologies or systems or its failure to offer such systems at any time.

4.17 **Force Majeure** – Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any term of this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage property, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities or electronic failures and internet service provider disruptions.

4.18 **Jurisdiction** – This Contract is subject to and governed by the laws of the Province of Ontario. Any legal action brought by the Receiver arising from or relating to this Contract shall be litigated exclusively in a court of competent jurisdiction in Brampton, Ontario, and the parties irrevocably attorn to the exclusive jurisdiction of such courts for the resolution of such disputes. Any legal action brought by the Auctioneer arising from or relating to this Contract shall be litigated exclusively in a court of competent jurisdiction in Brampton, Ontario, , and the parties irrevocably attorn to the exclusive jurisdiction of such courts for the resolution of such disputes.

4.19 **Notice** – Any notice given hereunder shall be delivered by prepaid registered mail to the parties hereto at the address set out on page 1, with any notice to the Auctioneer sent to the attention of Legal Affairs at legal@ritchiebros.com.

4.20 **Capacity and Independent Legal Advice** –It is acknowledged by the Auctioneer that the Receiver is entering into this Contract solely in its capacity as the Court-appointed Receiver of the assets, undertakings and properties of 10337200 Canada Inc. d/b/a Overland East Transportation, and that the Receiver shall have absolutely no personal or corporate liability under or as a result of this Contract in any respect, Each of the parties further acknowledges and declares that (i) it has had an adequate opportunity to read and consider this Contract and to obtain such advice in regard to it as it considers advisable, including, without
limitation, independent legal advice; (ii) it fully understands the nature and effect of this Contract; and (iii) this Contract has been duly executed voluntarily.

4.21 **Headings** – All headings in this Contract are for reference purposes only and this Contract shall be interpreted without reference to such headings.

4.22 **Severability** - If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Contract will remain in full force and effect.

4.23 **Execution by Facsimile, Electronic Transmission and Counterpart** – This Contract may be executed by fax, PDF, or other electronic transmission and in counterpart, each of which when taken together shall be deemed to constitute an original and form part of the same document, and, upon acceptance by the Auctioneer, be effective and binding on both parties.

Initials _____ _____

4.24 **Privacy** – Information provided in this Contract will be retained by the Auctioneer in accordance with its formal Privacy Statement, provided on the Auctioneer's website at www.rbauction.com.

4.25 **Further Assurances** - The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

IN WITNESS WHEREOF this Contract has been executed by the parties hereto as of the date first above written.

MSI SPERGEL INC., SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF 10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Per: _____
(Signature)

Mukul Manchanda, Managing Partner
(Print Name of person signing)

Cust. #:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Per: _____
(Signature)

_____
(Print Name)

Attached to and forming part of
CONTRACT TO AUCTION

LIENHOLDER INFORMATION

OWNER NAME: _____
SALE SITE: _____ SALE DATE: _____

Sch A #	Lienholder	Contact Person	Phone # & Fax #	Amount

To Whom It May Concern:
The undersigned party hereby authorizes RITCHIE BROS. AUCTIONEERS (CANADA) LTD. (the "Auctioneer") to conduct searches and contact creditors as required for the disclosure of liens, charges and encumbrances and to determine amounts claimed against the equipment (the "Equipment") described on the attached Schedule "A". The undersigned further consents to the release to the Auctioneer of any and all information pertaining to any such lien, charge or other encumbrance or security interest claimed in any assets of the undersigned.

Dated this _____ day of _____, 20____

msi Spergel inc._____
Name of Receiver

_____
Signature

Mukul Manchanda

_____
Position

OWNER CODE: _____

Initials _____ _____

Schedule A

SCHEDULE A

Initials _____ _____

Appendix 10

In the Matter of the Receivership of 10337200 Canada Inc. o/a Overland East Transportation

Auction Equipment

Year	Make	Model	VIN
2023	Hyundai	Dry Van	3H3V532K1PS058048
2024	Volvo	VNL	4V4NB9EHXRN341705
2024	Volvo	VNL	4V4NB9EH1RN341706
2023	Great Dane	Reefer	1GR1A0625PW519570
2023	Great Dane	Reefer	1GR1A0627PW519571
2023	Hyundai	Dry Van	3H3V532K1PS058101
2023	Hyundai	Dry Van	3H3V532K3PS058164
2023	Hyundai	Dry Van	3H3V532K8PS058161
2023	Hyundai	Dry Van	3H3V532K6PS058160

Appendix 11

In the Matter of the Receivership of 1033720 Canada Inc. o/a Overland East Transportation

Receiver's Interim Statement of Receipts and Disbursements for the Period From January 30, 2026, to October 25, 2026

		Notes
Receipts		
Advances from Receiver	$ 451.21	1
Total Receipts	451.21	
Disbursements		
Ascend License Fee	325.00	
Filings Fee	83.96	
HST paid	42.25	
Total Disbursements	451.21	
Net cash available	**$ -**	

Notes - general

1. On January 30, 2026, msi Spergel Inc. was appointed as Receiver and Manager of all of the assets, undertakings and properties of 1033720 Canada Inc. o/a Overland East Transportation pursuant to an Order granted by the Ontario Superior Court of Justice.

Notes - specific

1. Represents advances made by the Receiver and Manager to satisfy required administrative costs.

Appendix 12

In the Matter of the Receivership of 10337200 Canada Inc. o/a Overland East Transportation
Summary of Professional Fees

msi Spergel Inc.

Date	Invoice Number	Period	Professional Fees	Disbursements	Subtotal	HST	Total
17-Sep-26	1437	For the period ended September 17, 2026	$ 19,461.50	$ -	$ 19,461.50	$ 2,530.00	$21,991.50
Total - msi Spergel Inc.			$ 19,461.50	$ -	$ 19,461.50	$ 2,530.00	$21,991.50

Gowling WLG (Canada) LLP

Date	Invoice Number	Period	Professional Fees	0	Subtotal	HST	Total
30-Apr-26	20728939	For the period ended April 30, 2026	$ 6,093.00	$ -	$ 6,093.00	$ 792.09	$ 6,885.09
27-Oct-26	20838713	For the period ended October 27, 2026	3,990.50	-	3,990.50	518.77	4,509.27
Total - Gowling WLG (Canada) LLP			$ 10,083.50	$ -	$ 10,083.50	$ 1,310.86	$11,394.36
Total Professional Fees			**$ 29,545.00**	**$ -**	**$ 29,545.00**	**$ 3,840.86**	**$33,385.86**

APPENDIX 13

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Respondent

AFFIDAVIT OF MUKUL MANCHANDA
(sworn October 27, 2026)

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of 10337200 Canada Inc. d/b/a Overland East Transportation (the "**Company**") and as such have knowledge of the matters to deposed herein, except where such knowledge is stated to be based on information and belief, in which case I verily believe such information to be true.

2. The Receiver was appointed, without security, over all of the assets, undertakings and properties of the Company pursuant to the Order granted by the Ontario Superior Court of Justice, on January 30, 2026.

3. In connection with the receivership of the Company for the period up to and including September 17, 2026, fees of $19,461.50 (exclusive of HST and disbursements) were charged by Spergel as detailed in the billing summary and

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time dockets attached hereto as **Exhibit "1"** to this my Affidavit. This represents 54.1 hours at an effective rate of $359.73 per hour.

4. The hourly billing rates detailed in this affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.

5. I make this Affidavit in support of the Receiver's motion for *inter alia*, approval of its fees and disbursements and not for any improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 27 day of October, 2026

B Eileen Sturge

A Commissioner, Province of Ontario

Barbara Eileen Sturge,
a Commissioner, etc. for msi Spergel inc.
and Spergel & Associates Inc.
Expires September 21, 2028

MUKUL MANCHANDA

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

This is Exhibit "1" of the Affidavit of

MUKUL MANCHANDA

Sworn before me on this 27th day of October 2026



A Commissioner, Etc.

Barbara Eileen Sturge,
a Commissioner, etc. for msi Spergel inc.
and Spergel & Associates Inc.
Expires September 21, 2028

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msi Spergel inc., Licensed Insolvency Trustees
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Toronto, ON., M2J 5C1
T: 416 497 1660 ● F: 416 494 7199
www.spergel.ca

DRAFT

September 17, 2026

Invoice #: 1437

10337200 Canada Inc. o/a Overland East Transportation

INVOICE

RE: 10337200 Canada Inc. o/a Overland East Transportation

FOR PROFESSIONAL SERVICES RENDERED up to and including July 31, 2026.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	17.60	$571.88	$10,065.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.50	$500.00	$250.00
Paula Amaral	3.80	$386.18	$1,467.50
Dharam Tiwana	21.80	$268.99	$5,864.00
Eileen Sturge	0.60	$250.00	$150.00
Manocher Sarabi	9.60	$170.83	$1,640.00
Cassandra Glover	0.20	$125.00	$25.00
Total Professional Services	54.10	$359.73	$19,461.50
HST			$2,530.00
Total			**$21,991.50**

HST Registration #R103478103

(AAOVER-R)

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September 17, 2026

Invoice #: 1437

10337200 Canada Inc. o/a Overland East Transportation

INVOICE

INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2026-01-30	PAM	*Review respondent record and applicant record and obtain VINs for RBC*	1.50	$365.00	$547.50
2026-01-30	MMA	*Receipt and review of court documents, forward of same to counsel.*	2.90	$550.00	$1,595.00
2026-01-30	DTI	*Travel to and from site to take locate and take possession of company*	4.00	$250.00	$1,000.00
2026-01-30	MSR	*Travel to and from site to take locate and take possession of company*	3.00	$165.00	$495.00
2026-02-02	MMA	*Receipt and review of email exchange with counsel and AGL Law*	1.80	$550.00	$990.00
2026-02-02	PAM	*Review bank letters prepared by M.Sarabi. Email exchanges with legal*	0.40	$400.00	$160.00
2026-02-03	DTI	*Review correspondence from counsel regarding assets, review application record, prepare summary of assets to request locations, review addresses provided, review responses from banks.*	2.00	$250.00	$500.00
2026-02-03	MMA	*Receipt and review of email exchange with R. Moses (Gowling) and S. Dhawan (AGL Law) regarding failure to disclose location of assets and breach of order. Review of list of company's vehicles.*	1.10	$550.00	$605.00
2026-02-03	PAM	*Email exchanges with legal counsel and debtor's legal counsel regarding location of assets. Receive and review responses from banks advising status of accounts and save bank statements provided.*	0.50	$400.00	$200.00
2026-02-04	MMA	*Receipt and review of email exchanges with R. Moses (Gowling) and AGL Law regarding failure to provide requested documents.*	0.50	$550.00	$275.00

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INVOICE

2026-02-04	MSR	*Prepared and reviewed and the bank letters, emailed the bank letters and court order to multiple banks to freeze the accounts to deposit only and discussion with colleague regarding it.*	1.50	$200.00	$300.00
2026-02-05	DTI	*Review documents provided by owner operator for assets affected by RIN freeze, verify assets not owned by Overland, contact MTO to get ticket, correspondence with Service Ontario to facilitate the transaction. Review correspondence from counsel regarding locations of assets, review various locations.*	1.50	$250.00	$375.00
2026-02-05	MMA	*Receipt and review of email exchange with counsel and debtor's counsel regarding location of assets and lack of response. Receipt and review of email exchange between Spergel team regarding the sale of vehicles and frozen RINs.*	0.70	$550.00	$385.00
2026-02-06	DTI	*Review Notice and Statement of Receiver, review asset locations, contact individuals identified, take notes and request information for claims.*	1.20	$250.00	$300.00
2026-02-06	MSR	*Reviewed the applicant record, PPSA search review, prepared list of secured creditors, and service list, prepared and reviewed the Notice and Statement of Receiver, prepared OSB Fax cover letter, submit the NSOR for review and approval. Prepared and printed the mailing labels and, mailing out the mailing packages.*	5.00	$165.00	$825.00
2026-02-06	MMA	*Receipt and review of email exchange with AGL Law and counsel regarding termination of retainer.*	0.20	$550.00	$110.00
2026-02-06	PAM	*Receipt and review email from thrid party claiming ownership of assets.*	0.20	$400.00	$80.00
2026-02-09	DTI	*Follow up with repair shops and trucking company regarding vehicles. Review notice and statement of receiver.*	0.80	$250.00	$200.00

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September 17, 2026

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10337200 Canada Inc. o/a Overland East Transportation

INVOICE

2026-02-11	MMA	*Email exchanges with R. Moses & T. Li (Gowling) regarding correspondence from Bennington Financial.*	0.30	$550.00	$165.00
2026-02-12	DTI	*Follow up with Zeeshan regarding return of equipment, coordinate tow company, follow up with Weld n Go, prepare information request letter, review application record.*	0.80	$250.00	$200.00
2026-02-12	EST	*Set up estate in Ascend; order and install license. Transfer estate and prepare requisition for banking.*	0.30	$250.00	$75.00
2026-02-13	MMA	*Receipt and review of email exchanges with P. Amaral and management regarding information request per receivership order.*	0.20	$550.00	$110.00
2026-02-13	DTI	*Multiple calls with RBA, tow company and ZFL Trucking to get possession of trailer.*	0.80	$250.00	$200.00
2026-02-13	MSR	*Email, received and reviewed from Ritchie bros regarding the trailer pick up.*	0.10	$200.00	$20.00
2026-02-17	DTI	*Follow up with repair shop, review e-mail, update asset list. Confirm VIN of recovered trailer.*	0.40	$250.00	$100.00
2026-02-17	PAM	*Email exchanges with legal counsel for debtor regarding location of assets and details regading sold assets.*	0.20	$400.00	$80.00
2026-02-17	PAM	*Email exchange with repair shop regarding location and release of assets.*	0.20	$400.00	$80.00
2026-02-23	DTI	*Follow up with repair shop and trucking company regarding equipment.*	0.30	$250.00	$75.00

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 ● F: 416 494 7199
www.spergel.ca

DRAFT

September 17, 2026

Invoice #: 1437

10337200 Canada Inc. o/a Overland East Transportation

INVOICE

2026-02-24	MMA	*Receipt and review of email exchange with P. Amaral and management regarding requested information, review of account statements, accounts receivable and asset list.*	0.50	$550.00	$275.00
2026-02-25	DTI	*Follow up with various parties regarding assets, update notes on file, update PAM regarding file and status of vehicles, review debtor's response to the information request letter.*	0.80	$250.00	$200.00
2026-02-25	MMA	*Email exchange with Katherine (Bennington Financial) regarding leases and intended discussion with counsel. Forward of documents to counsel, review of documents. Review of letter from Bennington.*	1.20	$550.00	$660.00
2026-02-26	MMA	*Receipt and review of email exchange with Katherine (Bennington), R. Moses & T. Li (Gowling) regarding location of missing assets.*	0.20	$550.00	$110.00
2026-02-27	MMA	*Receipt and review of email exchange with P. Amaral and R. Moses (Gowling) regarding recovery of assets and information request letter.*	0.30	$550.00	$165.00
2026-02-27	PAM	*Review communication requesting information from debtor and prepare list of vehicles indicating location of vehicles of known and status of possession and email legal counsel to request a letter be sent to debtor for information regarding books and records and locations of assets.*	0.50	$400.00	$200.00
2026-03-02	DTI	*Correspondence with ZFL and Ritchie Brothers, coordinate recovery of trailer.*	0.50	$295.00	$147.50
2026-03-05	MMA	*Receipt and review of email exchanges with counsel and Bennington regarding PPSA review. Review of documents. Receipt and review of list of assets at Ritchie Bros.*	1.00	$600.00	$600.00
2026-03-06	MMA	*Receipt and review of email exchange with R. Moses (Gowling) and A. Rabwah regarding request for response.*	0.20	$600.00	$120.00

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

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September 17, 2026

Invoice #: 1437

10337200 Canada Inc. o/a Overland East Transportation

INVOICE

2026-03-10	MMA	Review release documents.	0.60	$600.00	$360.00
2026-03-11	MMA	*Review and sign release for Bennington. Receipt and review of email exchanges with counsel and Bennington regarding same.*	0.60	$600.00	$360.00
2026-03-11	CGL	*Administrative work including the review and facilitate the approval of a release for Bennington.*	0.20	$125.00	$25.00
2026-03-12	MMA	*Receipt and review of letters to Weld & Go and ZFL Trucking and follow-up letter to Fastek Truck. Email exchanges with counsel regarding same.*	0.50	$600.00	$300.00
2026-03-13	GGO	*Receive and review January bank reconciliation.*	0.10	$500.00	$50.00
2026-03-13	MMA	*Receipt and review of email exchange with P. Amaral and R. Moses (Gowling) regarding letter sent to ZFL Trucking.*	0.20	$600.00	$120.00
2026-03-17	MMA	*Email exchange with R. Moses (Gowling) and D. Tiwana regarding communication with Fastek, trailers with ZFL and proposal of motion to court.*	0.40	$600.00	$240.00
2026-03-17	DTI	*Review email from counsel, provide update regarding assets recovered and addresses. Review emails from counsel to repair shops for assets.*	0.70	$295.00	$206.50
2026-03-18	MMA	*Email exchange with R. Moses (Gowling) and D. Tiwana regarding ZFL Trucking and location of trailer.*	0.20	$600.00	$120.00
2026-03-18	DTI	*E-mails with counsel regarding assets.*	0.20	$295.00	$59.00
2026-03-24	MMA	*Email exchanges with D. Tiwana, counsel and Bennington Financial regarding asset locations.*	0.60	$600.00	$360.00
2026-03-24	DTI	*Correspond with Bennington Financial re: asset location.*	0.30	$295.00	$88.50

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

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DRAFT

September 17, 2026

Invoice #: 1437

10337200 Canada Inc. o/a Overland East Transportation

INVOICE

2026-04-01	MMA	*Email exchanges with D. Tiwana regarding update on file and identified assets. Review of letters to various truck companies and forward to M. Dave (RBC).*	0.60	$600.00	$360.00
2026-04-01	DTI	*Correspond with working group re: asset recoveries.*	1.00	$295.00	$295.00
2026-04-02	PAM	*Receipt and review email with summary of assets including locations and status of possession and update on accounts receivable.*	0.10	$400.00	$40.00
2026-04-06	DTI	*Correspondence with RBA regarding vehicles.*	0.20	$295.00	$59.00
2026-04-13	GGO	*Receive and review February bank reconciliation.*	0.10	$500.00	$50.00
2026-05-08	GGO	*Receive and review March reconciliation.*	0.10	$500.00	$50.00
2026-05-14	MMA	*Email exchanges with A. Phan (Scotiabank) regarding security review and release. Review of security documents.*	1.00	$600.00	$600.00
2026-05-14	DTI	*Email from secured creditor regarding assets.*	0.30	$295.00	$88.50
2026-05-28	MMA	*Receipt and review of email exchanges with D. Tiwana and T. Li (Gowling) regarding release for vehicles. Email exchanges with A. Phan (Scotiabank) regarding LOR.*	0.40	$600.00	$240.00
2026-05-28	DTI	*Correspondence from secured creditor regarding assets and release, follow up with counsel on matter. Review file, attempt to contact companies regarding assets.*	0.50	$295.00	$147.50
2026-06-04	MMA	*Receipt and review of email from T. Li (Gowling) regarding security review and draft release for BNS*	0.30	$600.00	$180.00

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

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September 17, 2026

Invoice #: 1437

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INVOICE

2026-06-04	DTI	*Correspondence with counsel regarding releases*	0.10	$295.00	$29.50
2026-06-05	DTI	*Review e-mails from counsel, review asset list and locations, follow up on asset locations, update file notes.*	1.20	$295.00	$354.00
2026-06-11	GGO	*Receive and review April bank reconciliation.*	0.10	$500.00	$50.00
2026-06-11	MMA	*Receipt and review of email exchanges with D. Tiwana and R. Moses (Gowling) regarding release and location of units.*	0.50	$600.00	$300.00
2026-06-11	DTI	*E-mails with counsel regarding assets.*	0.20	$295.00	$59.00
2026-06-23	MMA	*Receipt and review of email exchange with D. Tiwana and T. Li (Gowling) regarding release for BNS.*	0.10	$600.00	$60.00
2026-06-25	PAM	*Receipt and review email from secured creditor requesting release. Request lease and security documents.*	0.10	$400.00	$40.00
2026-07-08	DTI	*Review file, call from individual regarding RBC truck and RIN freeze.*	0.40	$295.00	$118.00
2026-07-09	DTI	*Work on report to court.*	1.50	$295.00	$442.50
2026-07-14	DTI	*Correspondence with bailiff regarding assets, contact parties with assets in attempt to recover, work on report to court.*	1.50	$295.00	$442.50
2026-07-14	GGO	*Receive and review May bank reconciliation.*	0.10	$500.00	$50.00
2026-07-15	DTI	*Correspondence with bailiff regarding assets, review asset list and check various resources to track locations.*	0.60	$295.00	$177.00

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

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DRAFT

September 17, 2026

Invoice #: 1437

10337200 Canada Inc. o/a Overland East Transportation

INVOICE

2026-07-28	MMA	*Receipt and review of email exchanges with D. Tiwana and Veloce Solutions regarding RIN summary packages.*	0.20	$600.00	$120.00
2026-07-30	EST	*Prepare 246(2) report.*	0.30	$250.00	$75.00
2026-07-30	MMA	*Review, edit and approve 246(2) report*	0.30	$600.00	$180.00
2026-07-30	PAM	*Receipt and review email from secured creditor with lease and security documents and forward to legal counsel for review.*	0.10	$400.00	$40.00
		Professional Services Total:	**54.10**		**$19,461.50**

Doc ID: 29a8b87ab7bc2b8aebd58efe544c977a6893b2d4

Appendix 14

Court File No: CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION

Respondent

AFFIDAVIT OF CAROL LIU

I, **CAROL LIU,** of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am a lawyer with the law firm of Gowling WLG (Canada) LLP ("**Gowling**"), counsel to msi Spergel inc. ("**Spergel**") in its capacity as Receiver, of all of the assets, undertakings and properties of 10337200 Canada Inc. d/b/a Overland East Transportation (the "**Debtor**").

2. By Order of the Honourable Justice Emery dated January 30, 2026 (the "**Receiver Appointment Order**"), Spergel was appointed as receiver (the "**Receiver**") of the assets, undertakings and properties of the Debtor.

3. Following their appointment, the Receiver retained the services of Gowling to provide advice and services in respect of the receivership. Attached as **Exhibit "A"** are copies of Gowling's accounts with respect to the fees and disbursements incurred for the period January 1, 2026 to October 25, 2026. The total of the fees, disbursements and applicable taxes through October 25, 2026 was the sum of $11,394.36.

4. The fees and disbursements for the period from January 1, 2026 to October 25, 2026 are summarized in the invoices rendered to the Receiver. The invoices are a fair and accurate description of the services provided, and the disbursements incurred.

5. Attached as **Exhibit "B"** is a chart detailing the rates and fees of the lawyers and law clerks who have worked on this matter. The average hourly rate is $499.04.

6. All of the fees are at rates for the services set out in the invoices, which are at or below market rates for this work.

7. This affidavit is sworn in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Interim Receiver's counsel and the Receiver's counsel and for no other purpose.

SWORN by Carol Liu of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 29, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)
Emily Oladosu (P06251)



CAROL LIU

This is Exhibit “A” referred to in the Affidavit of Carol Liu sworn by Carol Liu before me at the City of Toronto, in the Province of Ontario, on October 29, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Emily Oladosu (LSO # P06251)

GOWLING WLG

Invoice

MSI Spergel Inc.
ATTN: Mukul Manchanda
200 Yorkland Boulevard
Suite 1100
Toronto ON M2J 5C1

April 30, 2026
INVOICE: 20728939

Our Matter: G10104156 / 182919
RE: 10337200 Canada Inc. o/a Overland East Transportation

		HST (13.0%)
Fees for Professional Services	**$6,093.00**	$792.09
Total Fees	6,093.00	
Total Taxes	792.09	792.09
Total Invoice	**6,885.09**	
Please remit balance due: In Canadian Dollars	**$6,885.09**	

Important Notice: Please Read

Please make all payments by wire transfer or electronic funds transfer (EFT)

Our complete banking details are on the remittance copy (last page) of this invoice. If you have any questions, please contact Account.Confirmation@gowlingwlg.com

Rachel Moses Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Terms of Business (www.gowlingwlg.com/TermsofBusiness), subject to any other written engagement agreement entered into between the parties.

GOWLING WLG (CANADA) LLP
1 First Canadian Place, 100 King Street West,
Suite 1600, Toronto, Ontario, M5X 1G5, Canada
GST/HST: 11936 4511 RT

T +1 (416) 862 7525
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal

GOWLING WLG

April 30, 2026
INVOICE: 20728939

MSI Spergel Inc.
Our Matter: G10104156
10337200 Canada Inc. o/a Overland East Transportation

PROFESSIONAL SERVICES

2026-01-30	Search for contact information of Fastek Truck Repairs			
	Carol Liu	0.10	330.00/hr	33.00
2026-01-30	Review endorsement and receivership order of Justice Emery; review responding affidavit; communications with B. Kapoor and G. Lamba and S. Dhawan re access and delivery of the Property and Books and Records; communications with M. Manchanda re attending premises to locate the Property and Books and Records; communications with A. Rabwah			
	Rachel Moses	3.30	600.00/hr	1,980.00
2026-02-02	Communications with M. Manchanda and S. Dhawan re location of assets of debtor and compliance with receivership order; communications with A. Rabwah re release of units to Receiver			
	Rachel Moses	0.60	600.00/hr	360.00
2026-02-03	Communications with D. Tiwana and J. Dhawan re disclosure of location of assets and compliance with the Receivership Order			
	Rachel Moses	0.50	600.00/hr	300.00
2026-02-04	Communications with M. Manchanda and S. Dhawan re location of assets and compliance with receivership order			
	Rachel Moses	0.20	600.00/hr	120.00
2026-02-05	Communication with S. Dhawan and Manchanda re outstanding request for location of the assets of the debtor and details of assets sold			
	Rachel Moses	0.30	600.00/hr	180.00
2026-02-06	Communication from J. Dahwan re no longer acting as counsel to the Debtor			
	Rachel Moses	0.10	600.00/hr	60.00
2026-02-11	Communication from M. Manchanda re PMSI security review for Bennington			
	Rachel Moses	0.20	600.00/hr	120.00
2026-02-13	Communication from P. Amaral re information request to debtor			
	Rachel Moses	0.20	600.00/hr	120.00
2026-02-24	Communication from F. Butt re response to Receiver's information request			

	Rachel Moses	0.10	600.00/hr	60.00
2026-02-25	Communications with M. Manchanda and K. B. re Bennington request for release of interest and location of missing equipment (two units)			
	Rachel Moses	0.40	600.00/hr	240.00
2026-02-26	Communication from Katherine B of Bennington re location of units			
	Rachel Moses	0.10	600.00/hr	60.00
2026-03-05	Reviewed PMSI and prepared release documentation for Bennington.			
	Terrance Li	0.60	300.00/hr	180.00
2026-03-05	Communications with Bennington re further information for security review			
	Rachel Moses	0.10	600.00/hr	60.00
2026-03-06	Communication to A. Rabwah, Fastest Truck, re RSLA claim and return of equipment to Receiver			
	Rachel Moses	0.10	600.00/hr	60.00
2026-03-09	Continued reviewing PMSI and preparing release documentation for Bennington based on additional documents provided.			
	Terrance Li	0.90	300.00/hr	270.00
2026-03-10	Engaged in security vet for Bennington and release of interest re PMSI claim			
	Rachel Moses	0.20	600.00/hr	120.00
2026-03-11	Communications with Katherine and the Receiver re Release of Interest for Bennington; communication from P. Amaral re companies that are in possession of the debtor's Property and review excel spreadsheet re details for further communications			
	Rachel Moses	0.40	600.00/hr	240.00
2026-03-11	Communication from A. Ahmad re delivery of units to Receiver			
	Rachel Moses	0.10	600.00/hr	60.00
2026-03-12	Communications with A. Ahmad re delivery of RBC Units to the Receiver; communications to Weld & Go and ZFL Trucking re delivery of units to the Receiver and communications with M. Manchanda and P. Amaral re same			
	Rachel Moses	1.30	600.00/hr	780.00
2026-03-13	Communications from Courier and with P. Amaral re no location for ZFL Trucking			
	Rachel Moses	0.20	600.00/hr	120.00

2026-03-17	Communications with Fastest Truck Repairs re Identified Vehicles and with the Receiver re refusal to deliver Identified Vehicles; communications with D. Tiwana re units picked up at ZFL			
	Rachel Moses	0.40	600.00/hr	240.00
2026-03-18	Communications with D. Tiwana re trailer with ZFL; communication from S. Bilkhu of Bilkhu Trailer Repair Inc. re RSLA claim and Receiver's demand for property			
	Rachel Moses	0.20	600.00/hr	120.00
2026-03-24	Responded to Bennington's request regarding access to recover unit with VINs ending in “9627” and “9628”.			
	Terrance Li	0.30	300.00/hr	90.00
2026-03-24	Communications re Bennington assets and release of interest			
	Rachel Moses	0.20	600.00/hr	120.00

Total Fees for Professional Services $6,093.00

April 30, 2026
INVOICE: 20728939

Remittance Copy

Client:	182919 MSI Spergel Inc.
Matter:	G10104156
RE:	10337200 Canada Inc. o/a Overland East Transportation
Amount Due:	$6,885.09 CAD

PAYMENT BY WIRE TRANSFER:

Bank Name:	**Canadian Imperial Bank of Commerce**
Bank Address:	84 Bank Street, Ottawa, ON K1P 5N4
Institution Number:	**0010**
Transit Code:	**00186**
Beneficiary Account Name:	**Gowling WLG (Canada) LLP**
Beneficiary Address:	160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3
Beneficiary Account Number:	CDN Account: **4102916** USD Account: **0221015**
Clearing Code / Routing Number:	**CC001000186** (some systems may not accept a leading 'CC')
Pay by Swift MT 103 Direct to SwiftCode:	**CIBCCATTXXX**
ADDITIONAL MANDATORY INFO:	Invoice number(s)/Payment details

For accurate and timely processing, email a copy of your payment confirmation to ***payments.ca@gowlingwlg.com***

Questions related to EFT registration and banking, including intermediary details, please contact **Account.Confirmation@gowlingwlg.com**

PAYMENT BY Interac E-TRANSFER:

Please send payment to *payments.ca@gowlingwlg.com*
Include the ***invoice numbers/payment details*** in the notes section of the Interac e-transfer. This will result in an automatic deposit to our account and no password is required.

PAYMENT BY CHEQUE:

Gowling WLG (Canada) LLP
PO Box 466, STN D
Ottawa, ON K1P 1C3
Canada

Please return this page with your payment payable to Gowling WLG (Canada) LLP

If you receive another email or other electronic communication purporting to be from our firm changing details of the above payment information, please do not act on the communication but contact us immediately, as it is unlikely to be genuine and may be an attempted fraud.

GOWLING WLG

Invoice

MSI Spergel Inc.
ATTN: Mukul Manchanda
200 Yorkland Boulevard
Suite 1100
Toronto ON M2J 5C1

October 27, 2026
INVOICE: 20838713

Our Matter: G10104156 / 182919
RE: 10337200 Canada Inc. o/a Overland East Transportation

		HST (13.0%)
Fees for Professional Services	**$3,990.50**	$518.77
Total Fees	3,990.50	
Total Taxes	518.77	518.77
Total Invoice	**4,509.27**	
Please remit balance due: In Canadian Dollars	**$4,509.27**	

Important Notice: Please Read

Please make all payments by wire transfer or electronic funds transfer (EFT)

Our complete banking details are on the remittance copy (last page) of this invoice. If you have any questions, please contact Account.Confirmation@gowlingwlg.com

Rachel Moses Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Terms of Business (www.gowlingwlg.com/TermsofBusiness), subject to any other written engagement agreement entered into between the parties.

GOWLING WLG (CANADA) LLP
1 First Canadian Place, 100 King Street West,
Suite 1600, Toronto, Ontario, M5X 1G5, Canada
GST/HST: 11936 4511 RT

T +1 (416) 862 7525
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal

October 27, 2026
INVOICE: 20838713

MSI Spergel Inc.
Our Matter: G10104156
10337200 Canada Inc. o/a Overland East Transportation

PROFESSIONAL SERVICES

2026-05-28	Communication from D. Tiwana re BNS security review and release of interest			
	Rachel Moses	0.20	600.00/hr	120.00
2026-06-03	Reviewed materials provided by the Bank of Nova Scotia and validated PMSI interest; prepared release for the Bank of Nova Scotia.			
	Terrance Li	0.60	300.00/hr	180.00
2026-06-04	Prepared release for the Bank of Nova Scotia; sent the draft release to Spergel and the Bank of Nova Scotia.			
	Terrance Li	0.40	300.00/hr	120.00
2026-06-05	Communicated the issue regarding the release for BNS.			
	Terrance Li	0.10	300.00/hr	30.00
2026-06-05	Communication from C. Miller re release of interest in favour of BNS			
	Rachel Moses	0.20	600.00/hr	120.00
2026-06-11	Communicated with D. Tiwana and then R. Moses regarding BNS asset and location and the issue with release.			
	Terrance Li	0.20	300.00/hr	60.00
2026-06-11	Communications with C. Miller re revisions to release and location of two BNS units and communications with D. Tiwana re location of BNS units			
	Rachel Moses	0.80	600.00/hr	480.00
2026-06-23	Prepared the release for the Bank of Nova Scotia.			
	Terrance Li	0.20	300.00/hr	60.00
2026-06-23	Engaged re BNS release of interest and communications re same; communication from ProLease re units			
	Rachel Moses	0.20	600.00/hr	120.00
2026-06-26	Communication with A. Phan re BNS release			
	Rachel Moses	0.10	600.00/hr	60.00

2026-07-06	Communicated the signature of release for the Bank of Nova Scotia; coordinated the fully executed release and provided to Scotiabank.			
	Terrance Li	0.60	300.00/hr	180.00
2026-07-06	Communications with T. Li re BNS release of interest			
	Rachel Moses	0.10	600.00/hr	60.00
2026-09-13	Reviewed PMSI of the National Bank of Canada; prepared the release document accordingly; inquired the trailer location issue.			
	Terrance Li	0.60	300.00/hr	180.00
2026-09-16	Communications with M. Manchanda re receiver's motion and relief against Fastest Truck re RSLA			
	Rachel Moses	0.10	600.00/hr	60.00
2026-09-18	Communication from A. Phan of BNS re location of 2022 Tesla			
	Rachel Moses	0.10	600.00/hr	60.00
2026-09-22	Instructions from R.Moses, Calendly booking for hearing on November 13, 2026. Email to R.Moses with booking, diarize key dates.			
	Adam Bovaird	0.50	295.00/hr	147.50
2026-09-22	Coordinated scotiabank's request of assistant on locating the 2022 Tesla Model Y bearing VIN 7SAYGAEE2NF520883.			
	Terrance Li	0.20	300.00/hr	60.00
2026-09-22	Communications with M. Manchanda re receiver's motion and engaged re calendly re hearing date			
	Rachel Moses	0.30	600.00/hr	180.00
2026-10-01	Update calendar invite for November hearing			
	Carol Liu	0.10	330.00/hr	33.00
2026-10-07	Discussed the Tesla of BNS and the receiver's report with D. Tiwana.			
	Terrance Li	0.20	300.00/hr	60.00
2026-10-15	Communicated with Scotiabank regarding the recoverying of the Tesla.			
	Terrance Li	0.20	300.00/hr	60.00
2026-10-25	Communications with V. Allen re first report; revise first report; file review; communications to Fastek and Weld re receiver's motion			
	Rachel Moses	2.60	600.00/hr	1,560.00

October 27, 2026
INVOICE: 20838713

Total Fees for Professional Services	$3,990.50

GOWLING WLG

October 27, 2026
INVOICE: 20838713

Matter: G10104156 / 182919
RE: 10337200 Canada Inc. o/a Overland East Transportation

OUTSTANDING INVOICE SUMMARY FOR THIS MATTER:

Date	Bill Number	Remaining Balance
April 30, 2026	20728939	$6,885.09

Outstanding Balance: **In Canadian Dollars** $6,885.09

* Current invoice 20838713 not included in this summary

October 27, 2026
INVOICE: 20838713

Remittance Copy

Client:	182919 MSI Spergel Inc.
Matter:	G10104156
RE:	10337200 Canada Inc. o/a Overland East Transportation
Amount Due:	$4,509.27 CAD

PAYMENT BY WIRE TRANSFER:

Bank Name:	**Canadian Imperial Bank of Commerce**
Bank Address:	84 Bank Street, Ottawa, ON K1P 5N4
Institution Number:	**010**
Transit Code:	**00186**
Beneficiary Account Name:	**Gowling WLG (Canada) LLP**
Beneficiary Address:	160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3
Beneficiary Account Number:	CDN Account: **4102916** USD Account: **0221015**
Clearing Code / Routing Number:	**CC001000186** (some systems may not accept a leading 'CC')
Pay by Swift MT 103 Direct to SwiftCode:	**CIBCCATT**
ADDITIONAL MANDATORY INFO:	Invoice number(s)/Payment details

For accurate and timely processing, email a copy of your payment confirmation to ***payments.ca@gowlingwlg.com***

Questions related to EFT registration and banking, including intermediary details, please contact **Account.Confirmation@gowlingwlg.com**

PAYMENT BY Interac E-TRANSFER:

Please send payment to *payments.ca@gowlingwlg.com*
Include the ***invoice numbers/payment details*** in the notes section of the Interac e-transfer. This will result in an automatic deposit to our account and no password is required.

PAYMENT BY CHEQUE:

Gowling WLG (Canada) LLP
PO Box 466, STN D
Ottawa, ON K1P 1C3
Canada

Please return this page with your payment payable to Gowling WLG (Canada) LLP

If you receive another email or other electronic communication purporting to be from our firm changing details of the above payment information, please do not act on the communication but contact us immediately, as it is unlikely to be genuine and may be an attempted fraud.

This is Exhibit “B” referred to in the Affidavit of Carol Liu sworn by Carol Liu before me at the City of Toronto, in the Province of Ontario, on October 29, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Emily Oladosu (LSO # P06251)

SUMMARY OF HOURLY RATES AND FEES

Lawyers/Clerk	Year of Call	Average Hourly Rate	Total Hours	Total
Adam Bovaird – Law Clerk	-	$295.00	0.5	$147.50
Terrance Li	2025	$300.00	5.1	$1,530.00
Carol Liu	2022	$330.00	0.2	$66.00
Rachel Moses	1999	$600.00	13.9	$8,340.00
TOTAL		**$499.04**	**19.7**	**$10,083.50**

ROYAL BANK OF CANADA

Applicant

-and-

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION

Respondents

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
BRAMPTON

AFFIDAVIT OF CAROL LIU

GOWLING WLG (CANADA) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

Rachel Moses (LSO# 42081V)
rachel.moses@gowlingwlg.com
Tel: 416-862-3630

Lawyers for the Receiver, msi Spergel inc.

TAB 3

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	FRIDAY, THE 13TH
	)	
JUSTICE [●]	)	DAY OF NOVEMBER, 2026

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Renson Transport Ltd. (the "**Debtor**"), for an order approving the sale by auction (the "**Auction**") contemplated by an Auction Agreement to be entered (the "**Auction Agreement**") between the Receiver and Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Auctioneer**") dated October 30, 2026 and appended to the Report of the Receiver dated October 30, 2026 (the "**First Report**"), and vesting in the purchasers at the Auction (the "Purchasers") the Debtors' right, title and interest in and to the assets described in the Auction Agreement (the "**Auction Assets**"), was heard on November 13, 2026 at 7755 Hurontario Street, Brampton, Ontario.

ON READING the Motion Record of the Receiver dated November 2, 2026, including the Notice of Motion and the First Report and the appendices thereto, and the Factum of the Receiver dated [●], and on hearing the submissions of counsel for the

Receiver, no one else appearing for any other person, although properly served as appears from the Certificate of Service of Rachel Moses, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for the service, filing and confirmation of the motion, the Motion Record and Factum are abridged and validated and that this motion is properly returnable today and dispenses with any further or other service on any other person.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms not defined herein derive their meaning from the First Report.

APPROVAL OF AUCTION AGREEMENT AND VESTING ORDER

3. **THIS COURT ORDERS AND DECLARES** that the Auction is hereby approved, and the execution of the Auction Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and executed such additional documents as may be necessary or desirable for the completion of the Auction and for the conveyance of the Auction Assets to the respective Purchasers.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a receipt for payment in full by the Auctioneer to each of the respective Purchasers, all of the Debtors' right, title and interest in and to each of the Auction Assets so purchased shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Emery dated

January 30, 2026 (ii) all charges, security interests of claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Auction Assets are hereby expunged and discharged as against the Auction Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature of the Claims, the net proceeds from the sale of the Auction Assets shall stand in the place and stead of the Auction Assets, and that following the completion of the Auction, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Auction Assets with the same priority as they had with respect to the Auction Assets immediately prior to the sale, as if the Auction Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Auction Assets in the respective Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*

(Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

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

8. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05.

ROYAL BANK OF CANADA -and- 10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION
Applicant Respondent

	ONTARIO **SUPERIOR COURT OF JUSTICE** PROCEEDINGS COMMENCED AT BRAMPTON
	APPROVAL AND VESTING ORDER
	Gowling WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 **Rachel Moses (LSO# 42081V)** Tel: 416-862-3630 Email: rachel.moses@gowlingwlg.com Lawyers for msi Spergel Inc., in its capacity as Court-appointed receiver of 10337200 Canda Inc. d/b/a Overland East Transportation

TAB 4

~~Revised: January 21, 2014~~

Court File No. ~~—~~CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

~~COMMERCIAL LIST~~

THE HONOURABLE ~~—~~	)	~~WEEKDAY~~FRIDAY, THE #13TH
	)	
JUSTICE ~~—~~[●]	)	DAY OF ~~MONTH~~NOVEMBER, ~~20YR~~2026

B E T W E E N:

ROYAL BANK OF CANADA

~~**PLAINTIFF**~~ Applicant

~~Plaintiff~~

- and -

~~**DEFENDANT**~~

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

~~Defendant~~Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~msi Spergel Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR]~~Renson Transport Ltd. (the "**Debtor**"), for an order approving the sale ~~transaction~~by auction (the "~~Transaction~~**Auction**") contemplated by an ~~agreement of purchase and sale (the "Sale~~Auction Agreement to be entered (the "**Auction Agreement**") between the Receiver and ~~[NAME OF PURCHASER] (the "Purchaser~~Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Auctioneer**") dated ~~[DATE]~~October 30, 2026 and appended to the Report of the Receiver dated ~~[DATE]~~October 30, 2026 (the "**First Report**"), and vesting in the ~~Purchaser the Debtor's~~purchasers at the Auction (the "Purchasers") the Debtors' right, title and interest in and to the assets described in the

~~Sale~~Auction Agreement (the "~~Purchased~~**Auction Assets**"), was heard ~~this day at 330 University Avenue, Toronto~~on November 13, 2026 at 7755 Hurontario Street, Brampton, Ontario.

ON READING the ~~Report~~Motion Record of the Receiver dated November 2, 2026, including the Notice of Motion and the First Report and the appendices thereto, and the Factum of the Receiver dated [●], and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING],~~ no one else appearing for any other person ~~on the service list~~, although properly served as appears from the ~~affidavit of [NAME] sworn [DATE]~~Certificate of Service of Rachel Moses, filed[1]:

SERVICE

1. **THIS COURT ORDERS** that the time for the service, filing and confirmation of the motion, the Motion Record and Factum are abridged and validated and that this motion is properly returnable today and dispenses with any further or other service on any other person.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms not defined herein derive their meaning from the First Report.

APPROVAL OF AUCTION AGREEMENT AND VESTING ORDER

3. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the ~~Transaction~~Auction is hereby approved,[2] and the execution of the ~~Sale~~Auction Agreement by the Receiver[3] is

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor~~

hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and ~~execute~~executed such additional documents as may be necessary or desirable for the completion of the ~~Transaction~~Auction and for the conveyance of the ~~Purchased~~Auction Assets to the ~~Purchaser~~respective Purchasers.

4. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's~~receipt for payment in full by the Auctioneer to each of the respective Purchasers, all of the Debtors' right, title and interest in and to ~~the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~[4]each of the Auction Assets so purchased shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests ~~(whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts~~ (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"~~[5]~~), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Emery dated ~~[DATE];~~January 30, 2026 (ii) all charges, security interests ~~or~~of claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system~~;~~

~~Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~[4] To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~[5] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the PurchasedAuction Assets are hereby expunged and discharged as against the PurchasedAuction Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*][6], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. 4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of the Claims, the net proceeds[7] from the sale of the PurchasedAuction Assets shall stand in the place and stead of the PurchasedAuction Assets, and that from and after the delivery of the Receiver's Certificatefollowing the completion of the Auction, all Claims and Encumbrances shall attach to the net proceeds from the sale of the PurchasedAuction Assets with the same priority as they had with respect to the PurchasedAuction Assets immediately prior to the sale[8], as if the PurchasedAuction

[6] Elect the language appropriate to the land registry system (Registry vs. Land Titles).

[7] The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

[8] This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

~~5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.~~

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

6. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the ~~Purchased~~Auction Assets in the ~~Purchaser~~respective Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Debtors and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other

reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

GENERAL

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

8. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05.

~~Schedule A – Form of Receiver's Certificate~~

Court File No.: CV-26-000002

BANK OF CANADA -and- 10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORT
t Resp

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT BRA

APPROVAL AND VESTING ORDE

Gowling WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite
Toronto ON M5X 1G5

Rachel Moses (LSO# 42081V)
Tel: 416-862-3630
Email: rachel.moses@gowlingwlg.com

Lawyers for msi Spergel Inc., in its capa
Court-appointed receiver of 10337200 Ca
d/b/a Overland East Transportation

~~Court File No. _____~~

~~**ONTARIO**~~

~~**SUPERIOR COURT OF JUSTICE**~~

~~**COMMERCIAL LIST**~~

~~B E T W E E N:~~

~~**PLAINTIFF**~~

~~Plaintiff~~

~~– and –~~

~~**DEFENDANT**~~

Defendant

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

	[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity Per: _____ Name: Title:

Schedule B – Purchased Assets

Schedule C – Claims to be deleted and expunged from title to Real Property

~~Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property~~

~~(unaffected by the Vesting Order)~~

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 2026-11-02 3:26:55 PM	
Style name: Firm Standard	
Intelligent Table Comparison: Active	
Original filename: \\torfil01\Shared\Heather Haddon Fara Shared Drive\Bankruptcy - Insolvency Precedents\Model Orders\approval-and-vesting-order-EN.doc	
Modified filename: \\torfil01\Shared\Heather Haddon Fara Shared Drive\RBC Matters\MSI - Overland\Sale Approval Motion\AVO (Draft).docx	
Changes:	
Add	68
~~Delete~~	133
~~Move From~~	0
Move To	0
Table Insert	2
~~Table Delete~~	1
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	204

TAB 5

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	FRIDAY, THE 13TH
	)	
JUSTICE [●]	)	DAY OF NOVEMBER, 2026

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Renson Transport Ltd. (the "**Debtor**"), for an order:

(a) abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record so that this motion is properly returnable today, and dispensing with further service and confirmation hereof

(b) approving the Receiver's First Report to the Court dated October 30, 2026 (the "**First Report**") and the activities and conduct of the Receiver as detailed therein;

(c) approving the Receiver's Interim Statement of Receipts and Disbursements as at October 25, 2026;

(d) approving the fees and disbursements of the Receiver and its counsel; and

(e) such further and other relief as counsel may request and this Honourable Court may permit;

was heard on November 13, 2026 at 7755 Hurontario Street, Brampton, Ontario.

ON READING the Motion Record of the Receiver dated November 2, 2026, including the Notice of Motion and the First Report and the appendices thereto, and the Factum of the Receiver dated [●], and on hearing the submissions of counsel for the Receiver, no one else appearing for any other person, although properly served as appears from the Certificate of Service of Rachel Moses, filed:

1. **THIS COURT ORDERS** that the time for the service, filing and confirmation of the motion, the Motion Record and Factum are abridged and validated and that this motion is properly returnable today and dispenses with any further or other service on any other person.

2. **THIS COURT ORDERS** that capitalized terms not defined herein derive their meaning from the First Report.

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

4. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements as at October 25, 2026 is hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits be and are hereby approved.

GENERAL

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

7. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05.

ROYAL BANK OF CANADA -and- 10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION
Applicant Respondent

	ONTARIO **SUPERIOR COURT OF JUSTICE** PROCEEDINGS COMMENCED AT BRAMPTON
	ANCILLARY ORDER
	Gowling WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 **Rachel Moses (LSO# 42081V)** Tel: 416-862-3630 Email: rachel.moses@gowlingwlg.com Lawyers for msi Spergel Inc., in its capacity as Court-appointed receiver of 10337200 Canda Inc. d/b/a Overland East Transportation

TAB 6

Court File No: CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	FRIDAY, THE 13TH
	)	
JUSTICE [●]	)	DAY OF NOVEMBER, 2026

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Respondent

EQUIPMENT ORDER

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of all the assets, undertakings and properties of 10337200 Canada Inc. d/b/a Overland East Transportation (the "**Debtor**"), appointed pursuant to the Order of the Honourable Justice Emery dated January 30, 2026 (the "**Receivership Order**"), for advice and directions with respect to the resolution and determination of issues relating to the release to the Receiver by Fastek Truck Repairs Inc. ("**Fastek**") and Weld & Go Trailer, also known as Bilkhu Trailer Repairs Inc. ("**Weld**"), of the vehicles in the possession of Fastek listed in Schedule "A" hereto (the "**Fastek Equipment**") and the vehicles in the possession of Weld listed in Schedule "A" hereto (the "**Weld Equipment**"

and, together with the Fastek Equipment, the "**Equipment**"), as well as any other Property (as defined in the Receivership Order) that may be in their respective possession, including an order requiring, among other things, Fastek and Weld to surrender and deliver the Equipment to the Receiver in accordance with the Receiver's instructions, was heard on November 13, 2026 at 7755 Hurontario Street, Brampton, Ontario.

ON READING the Motion Record of the Receiver dated November 2, 2026, including the Notice of Motion and the First Report of the Receiver dated October 30, 2026 (the "**First Report**") and the appendices thereto, and the Factum of the Receiver dated [●], and on hearing the submissions of counsel for the Receiver, no one else appearing for any other person, although properly served as appears from the Certificate of Service of Rachel Moses, filed:

1. **THIS COURT ORDERS** that each of Fastek and Weld shall surrender and deliver to the Receiver the Fastek Equipment and the Weld Equipment, respectively, together with any other Property in its possession or control, in accordance with the Receiver's written instructions within fifteen (15) days after the date of this Order.

2. **THIS COURT ORDERS** that the surrender and delivery of the Equipment and any other Property to the Receiver pursuant to this Order is without prejudice to any repairer's or storer's lien that Fastek or Weld may assert under the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25, as amended, in respect of the Equipment, the validity, amount and priority of which may be determined at another time.

3. **THIS COURT ORDERS** that, within two (2) business days after service of this Order, each of Fastek and Weld shall provide the Receiver with the current location of the Equipment and any other Property in its possession or control and all information in its possession or control reasonably required to permit the Receiver to take possession of, transport, register, transfer and deal with the Equipment and such other Property.

4. **THIS COURT ORDERS AND DECLARES** that, notwithstanding the name in which registered ownership of any of the Equipment stands, including any transfer,

purported transfer or application to transfer registered ownership to Fastek or Weld, the Equipment shall be deemed to constitute “Property” as defined in the Receivership Order.

5. **THIS COURT ORDERS** that, pending delivery of the Equipment and any other Property to the Receiver, each of Fastek and Weld shall preserve the Equipment and any other Property in its possession or control, shall not dispose of, transfer, encumber, alter, or otherwise interfere with any of the Equipment or such other Property, shall provide the Receiver and its representatives with reasonable access to the Equipment and such other Property and any premises where they are located, including Unit 2, 273 Glidden Road, Brampton, Ontario and 11533 10 Line, Georgetown, Ontario, and shall deliver to the Receiver all keys, ownership permits, and vehicle records relating thereto in its possession or control.

6. **THIS COURT ORDERS** that each of Fastek and Weld shall execute and deliver such transfers, authorizations, permits, releases and other documents, and take such further steps, as the Receiver may reasonably require to give effect to this Order.

GENERAL

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

8. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 a.m. on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05.

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SCHEDULE “A”

Equipment

Items 1 and 2 below constitute the Fastek Equipment. Items 3 to 5 below constitute the Weld Equipment.

#	YEAR	MAKE	MODEL	VIN
1.	2024	Volvo	VNL	4V4NB9EHXRN341705
2.	2024	Volvo	VNL	4V4NB9EH1RN341706
3.	2023	Hyundai	Dry Van	3H3V532K1PS058101
4.	2023	Great Dane	Reefer	1GR1A0627PW519571
5.	2023	Great Dane	Reefer	1GR1A0625PW518570

Court File No. CV-26-00000279-0000

ROYAL BANK OF CANADA	- and -	10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION
Applicant		Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

EQUIPMENT ORDER

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Lawyers for the Receiver, msi Spergel Inc.

TAB 7

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

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

SERVICE LIST
(current as of November 2, 2026)

TO:	**GOWLING WLG (CANADA) LLP** Barristers and Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto, ON M5X 1G5 **Rachel Moses (LSO No. 42081V)** Tel: 416-862-3630 Email: rachel.moses@gowlingwlg.com *Lawyers for the Receiver, msi Spergel inc.*

AND TO:	**MSI SPERGEL INC.** 200 Yorkland Boulevard, Suite 1100 Toronto, ON M2J 5C 1 **Mukul Manchanda** Tel: (416)-498-4314 Email: mmanchanda@spergel.ca *Receiver*
AND TO:	**AIRD & BERLIS LLP** Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9 **Jeremy Nemers (LSO # 66410Q)** Tel: (416) 865-7724 Email: jnemers@airdberlis.com **Cristian Delfino (LSO # 87202N)** Tel: (416) 865-7748 Email: cdelfino@airdberlis.com *Lawyers for the Applicant*
AND TO:	**10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION** 16 Hyatt Drive Brampton, ON L6X 3W8 Email: overlandeast80@gmail.com *Respondent*
AND TO:	**HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTRY OF FINANCE** 400-130 Dufferin Avenue London, ON N6A 6G8 *PPSA Creditor*
AND TO:	**REV CAPITAL (CANADA) INC.** 11-27 Roytec Road Woodbridge, ON L4L 8E3 Email: info@revinc.com *PPSA Creditor*

AND TO:	**REV CAPITAL (MIDWEST) INC.** 400 Applewood Crescent, Unit 305 Vaughan, ON L4K 0C3 *PPSA Creditor*
AND TO:	**BANK OF MONTREAL** 5750 Explorer Drive, 3rd Floor Mississauga, ON L4W 0A9 Email: Cameron.Ferris@bmo.com *PPSA Creditor*
AND TO:	**AXIS EQUIPMENT FINANCE INC.** 2265 Upper Middle Road East, Suite 400 Oakwood, ON L6H 0G5 Email: axiscustomerservice@axisautofinance.com *PPSA Creditor*
AND TO:	**MONEDA CAPITAL CORP.** 1275 North Service Road West, Suite 604 Oakville, ON L6M 2W2 Email: info@monedacap.com *PPSA Creditor*
AND TO:	**BENNINGTON FINANCIAL CORP.** 100-1465 North Service Road East Oakville, ON L6H 1A7 Email: customerservice@benningtonfinancial.ca *PPSA Creditor*
AND TO:	**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION** 2680 Matheson Boulevard East, Suite 202 Mississauga, ON L4W 0A5 Email: dtf@daimlertruck.com *PPSA Creditor*
AND TO:	**TFG FINANCIAL CORPORATION** 400-4180 Lougheed Highway Burnaby, BC V5C 6A7 Email: info@tfgfinancial.com *PPSA Creditor*

AND TO:	**MITSUBISHI HC CAPITAL CANADA LEASING, INC.** 401-1100 Burloak Drive Burlington, ON L7L 6B2 Email: customerservice@mhccna.com *PPSA Creditor*
AND TO:	**CWB NATIONAL LEASING INC.** 1525 Buffalo Place Winnipeg, MB R3T 1L9 Email: customerservice@cwbnationalleasing.com *PPSA Creditor*
AND TO:	**BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.** 102-1465 North Service Road East Oakville, ON L6H 1A7 Email: customerservice@bodkin.com *PPSA Creditor*
AND TO:	**CONCENTRA BANK C/O COMMERCIAL LEASING** 333-3rd Avenue North Saskatoon, SK S7K 2M2 Email: answers@eqbank.ca *PPSA Creditor*
AND TO:	**THE BANK OF NOVA SCOTIA** 10 Wright Boulevard Stratford, ON N5A 7X9 Email: ariel.phan@scotiabank.com *PPSA Creditor*
AND TO:	**TPINE LEASING CAPITAL CORPORATION** 6050 Dixie Road Mississauga, ON L5T 1A6 Email: info@tpinecapital.com *PPSA Creditor*
AND TO:	**PNC VENDOR FINANCE CORPORATION CANADA** 4145 North Service Road, 2nd Floor Burlington, ON L7L 6A3 Email: Canadabranch@pnc.com *PPSA Creditor*

AND TO:	**MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION** 2680 Matheson Boulevard East, Suite 500 Mississauga, ON L4W 0A5 Email: cs.can@cac.mercedes-benz.com *PPSA Creditor*
AND TO:	**WELLS FARGO EQUIPMENT FINANCE COMPANY** 1290 Central Parkway West, 11th Floor Mississauga, ON L5C 4R3 Email: nyna.bishop@wellsfargo.com *PPSA Creditor*
AND TO:	**FASTEK TRUCK REPAIRS INC.** 3210 Airway Drive Mississauga, ON L4V 1H5 Email: 247fastek@gmail.com
AND TO:	**WELD & GO TRAILER** 11533 10 Line Georgetown, ON L7G 4S7 Attention: Sunny Bilkhu Email: info@bilkhutrailer.com
AND TO:	**ZFL TRUCKING** 9 West Drive Brampton, ON L6T 4T2
AND TO:	**OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA** 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	**ATTORNEY GENERAL OF CANADA** Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO:	**HIS MAJESTY THE KING IN RIGHT OF CANADA** as represented by Ministry of Finance Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West, 6th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca

EMAIL SERVICE LIST

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Court File No.: CV-26-00000279-0000

ROYAL BANK OF CANADA
Applicant

-and-

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION
Respondent

	ONTARIO **SUPERIOR COURT OF JUSTICE** PROCEEDINGS COMMENCED IN BRAMPTON
	MOTION RECORD OF THE RECEIVER
	Gowling WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 **Rachel Moses (LSO# 42081V)** Tel: 416-862-3630 Email: rachel.moses@gowlingwlg.com Lawyers for msi Spergel Inc., in its capacity as Court-appointed receiver of 10337200 Canada Inc., d/b/a Overland East Transportation