Court File No. CV-24-00717340-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** and those applicants listed on Schedule "A" hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

SECOND REPORT OF THE MANAGER
ALVAREZ & MARSAL CANADA INC.

November 10, 2025

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1.0 INTRODUCTION

1.1 On March 27, 2024, Pride Group Holdings Inc. and those entities listed as "Applicants" in Schedule **"A"** hereto (collectively, the "**Applicants**" and with the limited partnerships, the "**Pride Entities**" or "**Pride**") were granted protection under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**") pursuant to an initial order (as subsequently amended, the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") which, among other things, appointed Ernst & Young Inc. as Monitor (the "**Monitor**").

1.2 To address competing secured claims with respect to certain vehicles owned, leased or operated by the Pride Entities, on June 14, 2024, the Court granted an Order (the "**Entitlement Claims Process Order**") establishing procedures for the determination of the priority of competing claims against Multiple Collateral Vehicles as identified in the Monitor's Database (each as defined in the Entitlement Claims Process Order), and granting other corollary relief. Pursuant to the Initial Order and the Entitlement Claims Process Order, the Monitor issued the Eleventh Report of the Monitor dated August 2, 2024, which provided the Monitor's best view of the validity and priority of security interests of the various secured creditors.

1.3 On October 10, 2024, the Court granted an Order (the "**Recourse Lender Turn-Over Order**") which provides, among other things, a process to turn-over Remaining Assets (including Inventory and Leasebooks) to the applicable Recourse Lender (as identified by the Monitor pursuant to the prior orders) and for such Remaining Assets to be sold free and

clear from any and all Claims or Encumbrances (each as defined in the Recourse Lender Turn-Over Order).

1.4 On October 17, 2024 (the "**Appointment Date**"), the Court granted an Order (the "**Collateral Management Order**") appointing Alvarez & Marsal Canada Inc. as Court-appointed collateral manager (the "**Manager**") over the Management Property (as defined in the Collateral Management Order) and authorizing the Manager to take steps to, among other things, collect and dispose of the Management Property in accordance with the Recourse Lender Turn-Over Order on behalf of the Royal Bank of Canada in its capacity as administrative agent ("**Syndicate Agent**") for and on behalf of itself and other lenders party to the Fourth Amended and Restated Credit Agreement dated May 10, 2024 (together, in such capacity, the "**Syndicate Lenders**").

1.5 On November 1, 2024, on the motion of Royal Bank of Canada, in its capacity as Bilateral Lender ("**RBC Bilat**" and together with the Syndicate Lenders, the "**Lenders**"), the Court granted an Order amending the Collateral Management Order (the "**Amended Collateral Management Order**") expanding the definition of Management Property to authorize the Manager to provide assistance to RBC Bilat in respect of its collateral.

1.6 On February 4, 2025, on the motion of the Manager, the Court granted an Order amending the Amended Collateral Management Order (the "**Second Amended Collateral Management Order**") expanding the definition of Management Property to include such assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Lenders (or to the Manager as designee) from time to time

pursuant to orders of the Court. A copy of the Second Amended Collateral Management Order is attached hereto as **Appendix** "**A**".

1.7 The Manager previously served and filed with this Court the First Report of the Manager dated January 30, 2025 (the "**First Report**"). Further information about the CCAA Proceedings, its background and copies of materials filed with the Court are available on the Monitor's website at: https://documentcentre.ey.com/#/detail-engmt?eid=589.

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this report (the "**Second Report**"), the Manager has relied upon unaudited financial information, books and records and other documents provided by and discussions with management of the Pride and the Monitor, as well as on information and reports provided by consultants, agents, and other third-party service providers engaged by the Manager (the "**Information**").

2.2 The Manager has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Manager has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Manager expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.

2.3 This Second Report has been prepared for the purposes described below and to assist the Court in making a determination of whether to approve the relief sought described below.

Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The Manager will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report different than the provisions of this paragraph.

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

3.0 PURPOSE

3.1 The purpose of this Second Report is to provide the Court with information and, where applicable, the Manager's views on:

(i) the status of managing and realizing on Management Property;

(ii) the activities of the Manager;

(iii) the Manager's activities remaining to conclude and bring these proceedings to an end (the "**Remaining Activities**");

(iv) the receipts and disbursements of the Manager for the period of October 17, 2024 to October 22, 2025;

(v) the Manager's motion for two orders:

(a) an order in respect of certain leased vehicles (the "**I-Way Turn-Over Order**"):

1. directing 2834021 Ontario Inc., I-Way Transport Inc., I-Way Logistics Inc., Wings Freightway Inc., and Balwant Singh Samra (collectively, the "**I-Way Parties**") to turn-over possession of the I-Way Leased Vehicles (as defined below) and the New Tires (as defined below) to the Manager forthwith and to fully cooperate with the Manager to facilitate such orderly transfer; and

2. awarding costs of the Manager's Motion for the I-Way Turn-Over Order as against the I-Way Parties, and

(b) an order in respect of the Manager's fees and activities (the "**Ancillary Order**"):

1. approving the First Report and this Second Report (collectively, the "**Manager's Reports**"), and the activities and conduct of the Manager including as described herein; and

2. approving the fees and disbursements of the Manager and its counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), for the periods identified in the Ancillary Order; and

(vi) the Manager's conclusions and recommendations in connection with the foregoing, where applicable.

4.0 MANAGER UPDATES

4.1 Capitalized terms used and not otherwise defined in this section have meanings ascribed thereto in the Second Amended Collateral Management Order.

Turn-over

4.2 Since the Appointment Date, the Manager has:

(i) retrieved approximately 750 vehicles from Pride Entities' lots and third party locations;

(ii) facilitated the turn-over of approximately 1,900 Leasebooks to Integrated Financial Technologies Inc. ("**IFT**"), the replacement lease servicer engaged by the Manager; and

(iii) received payment from the Pride Entities or the Monitor in respect of approximately 250 VINs, representing Management Property sold or otherwise realized upon during the CCAA Proceedings by the Applicants.

4.3 As noted in the First Report, the Manager has vigilantly complied with the prescribed timeframes under the Recourse Lender Turn-Over Order to retrieve Management Property and has responded promptly to updates in turn-over information provided by the Pride Entities and the Monitor.

4.4 Despite this compliance, in several instances the Pride Entities did not provide turn-over information until after the deadlines set out in the Recourse Lender Turn-Over Order (the "**Turn-Over Outside Dates**"). Examples include:

(i) non-Multiple Collateral Vehicles made available for pickup only after December 24, 2024 and January 17, 2025, well past the inventory Turn-Over Outside Date of December 17, 2024; and

(ii) despite extensive follow-up by the Manager, only partial information for the first round of Leasebook turn-overs was provided in the form of lease data tapes on November 6, 2024, just nine days prior to the Turn-Over Outside Date of November 15, 2024. Critical information required by IFT for lease servicing was not made available until December 16, 2024. Furthermore, approximately 300 additional Leasebooks were identified and provided by the Pride Entities for transition between January and September 2025.

4.5 Where turn-over information was not provided by the Pride Entities with sufficient and reasonable lead time in the context of the prescribed timeframes, the Manager pre-arranged with the Monitor an extension of turn-over deadlines, and such limited extensions were agreed to by the Monitor and adhered to by the Manager.

Title Diligence

4.6 Where possible, the Manager has taken steps to confirm the Pride Entities' ownership of Management Property prior to realization, including reviewing ownership documents provided by Pride. However, a number of supporting ownership documents provided by the Pride Entities were outdated, and the Manager subsequently determined that the assets were not owned by Pride. As a result, the Manager had to devote significant time and effort to reverse sale transactions already put in place and/or return the Inventory or Leasebook to the appropriate party.

4.7 To date, the Manager has identified approximately 40 assets that were turned-over by the Pride Entities in error, including: (i) vehicles that should have been turned-over to other financiers in accordance with the Recourse Lender Turn-Over Order; (ii) vehicles not owned by Pride; (iii) leases retained on Pride's books despite the fact that the underlying vehicles were never purchased by Pride; and (iv) leases that had already been bought out by lessees, where the proceeds were not remitted to the Syndicate Lenders nor reported by Pride.

4.8 Pride has been unable to provide title or other ownership documentation for several hundred assets turned over. Where Pride was able to produce documents, they often took several months to provide. Without such documentation, the Manager could not verify Pride's ownership of the assets turned over. To address Pride's record deficiencies, the Manager has submitted over 900 information requests to government authorities in Canada and the United States to verify ownership records. This process can take several months depending on the jurisdiction. As a result, the Manager has been substantially delayed in both sales[1] and repossession efforts, neither of which could be conducted without such verification, and has consequently been forced to bear significantly increased professional fees and holding costs associated with the unverified Management Property, to the detriment of stakeholders. As of the date of this Second Report, ownership confirmation for over 100 VINs remains outstanding.

4.9 In 13 instances, where the Pride Entities were unable to provide ownership documents or identify the U.S. state in which the vehicles had been registered, the Manager's only option

[1] Other than as described below at paragraph 4.9.

was to rely on a notarized statement from the Pride Entities attesting to their ownership of the assets. In one such instance, a vehicle subject to a sworn statement was subsequently determined to be a stolen unit not owned by the Pride Entities and the sale transaction needed to be reversed.

Lien Discharges

4.10 The Second Amended Collateral Management Order authorizes the Manager to convey Management Property free and clear of any Claims and Encumbrances. In preparing to sell Management Property, the Manager has identified numerous stale-dated PPSA registrations and liens under provincial or state legislation equivalent to the *Repair and Storage Liens Act* (Ontario) ("**RSLA**") on Management Property. The Manager has incurred additional costs to attempt to verify and resolve third party liens related to Pride's deficient records.

4.11 For vehicles registered to a Canadian-incorporated Pride Entity, upon the sale of Management Property, the Manager instructed Cassels to conduct lien searches in Ontario and the jurisdiction in which the property was retrieved, and to discharge any liens identified. The Manager also directed Cassels to discharge any other liens known to the Manager. A Canada-wide PPSA search was not undertaken due to cost considerations.

4.12 Consistent with the Amended and Restated Lien Discharge Order dated December 13, 2024, when an RSLA lien is identified, 105% of the claimed amount is deposited with the Monitor for review by Pride and the Monitor. To date, approximately $90,000 has been deposited with the Monitor. Where a third-party lien is identified, the Manager and Cassels have contacted the lienholder to request proof of their interest.

4.13 For vehicles titled to a U.S.-incorporated Pride Entity, liens are typically recorded directly on the asset's physical title; accordingly, a nationwide lien search has not been performed. However, the Manager understands that mechanics and repairers may also file UCC registrations against the debtor or with a local Department of Motor Vehicles, and that identifying such filings is a costly and cumbersome exercise and as such has not been undertaken at this time.

4.14 The Manager understands that certain other lenders, as well as Nations Capital, LLC, are facing similar challenges. At the request of the Manager and certain other financiers, the Pride Entities and the Monitor have agreed to consider implementing a claims process to address third party liens and to verify their validity in a coordinated manner. Pending implementation of such a process, the Manager will continue to withhold appropriate amounts to address identified potential claims.

Vehicle Sales

4.15 In October 2024, the Manager engaged five dealerships across Canada (the "**Dealership Network**") to monetize vehicles located in Canada on a consignment basis. The Manager selected this approach in order to achieve a more controlled and value-maximizing disposition process. The Manager determined that consignment could improve value when compared to an auction process by: (i) leveraging the Dealership Network's expertise to develop tailored marketing strategies for each vehicle; (ii) avoiding the stigma associated with a liquidation sale; and (iii) utilizing the Dealership Network's ability to provide post-sale customer service and in certain cases, customer financing.

4.16 Remarketing proposals prepared by the Dealership Network are reviewed on a vehicle-by-vehicle basis in consultation with the Lenders and an appraiser engaged by the Manager, Century Services Corp. ("**Century**").

4.17 To date, approximately 525 or 85% of the vehicles located in Canada have been sold, generating net proceeds of approximately $34.8 million. The Manager continues to work with the Dealership Network to monetize the remaining Management Property and anticipates that the balance of the vehicles will be sold within the next two-to-three months.

4.18 In May 2025, a dispute arose between the Manager and Ryson Equipment Sales ULC ("**Ryson**") – one of the dealers within the Dealership Network – regarding the calculation of payments owing under the dealer agreement. Ryson, the Manager and certain related parties entered into a confidential settlement agreement to resolve the dispute.

4.19 Approximately 130 VINs were turned over in the U.S. These units were geographically dispersed and accordingly, the Manager determined that engaging local dealerships would not have been an efficient means of monetizing the U.S. vehicles. Therefore, on October 30, 2024, the Manager engaged Tiger Capital Group, LLC ("**Tiger**") to assist in conducting auction sales of the U.S. vehicles. Tiger was selected for its expertise and experience in assisting with insolvency matters. In total, Tiger conducted four auctions and successfully sold all vehicles located in the U.S., generating net proceeds of US$4.3 million.

4.20 A significant portion of the vehicles transitioned to the Manager in both Canada and the U.S. were in poor condition. According to the Dealership Network and Tiger, this is attributable, at least in part, to Pride's failure to properly maintain the vehicles, as well as the cannibalization of parts and deterioration of the vehicles due to prolonged storage prior

to turn-over, all of which had a substantial adverse impact on the net realized or realizable value of the vehicles, to the detriment of the stakeholders.

Lease Servicing

4.21 On December 19, 2024, IFT completed the transition of approximately 1,600 Leasebooks made available as of that date and assumed servicing responsibilities from the Pride Entities. Between January and September 2025, approximately 300 additional Leasebooks were made available by Pride and the Monitor and subsequently transitioned to IFT for servicing.

4.22 The transition of lease servicing from Pride to IFT uncovered several critical deficiencies:

(i) the default rate on the Management Property leases was significantly higher than previously reported by the Monitor because many leases in default were not included in the Monitor's reporting. IFT reported a default rate of approximately 55% as at turn-over, compared to approximately 40% reflected in the Monitor's prior lease reporting;

(ii) Pride failed to repossess vehicles related to approximately 650 leases that were delinquent,[2] on average, for approximately one year at the time of turn-over, with the related accounts receivable accruing prior to and during the CCAA Proceedings. To date, IFT has successfully repossessed approximately 90 of the vehicles subject to such leases and continues efforts to recover the remaining Management Property related to defaulted leases, which unfortunately remain substantial;

[2] Leases are considered delinquent if the associated accounts receivable is aged over 90 days.

(iii) Pride failed to recover at least 50 leased vehicles abandoned by lessees at repair shops or towing companies, both prior to and during the CCAA Proceedings. Instead of taking prompt action to secure possession and preserve value, Pride left the vehicles on third party lots, incurring substantial storage charges and, in some cases, damage from long term inactivity. In many instances, because of the time elapsed, the combined storage, towing, and repair costs required to recover the vehicles exceeded their current value. Accordingly, the Manager had no viable option other than to abandon such vehicles; and

(iv) according to IFT, Pride's books and records relating to the lease portfolio have been poorly maintained, with missing or outdated customer contact information.

4.23 As at October 22, 2025, IFT had collected approximately $23.5 million in lease proceeds and bailiffs have initiated repossession efforts for approximately 875 vehicles, of which 150[3] vehicles have been successfully seized and repossessions for the balance are pending.

4.24 IFT arranges for repossessed assets to be transported to Ritchie Bros. Auctioneers ("**Ritchie**") for auction. Pursuant to the authority granted in the Collateral Manager Order and the Recourse Lender Turn-Over Order, Ritchie auctions the repossessed assets free and clear of any liens registered against the repossessed asset. Ritchie serves as the auctioneer for several creditors involved in these CCAA Proceedings and is well-versed in the challenges concerning titles and liens relating to the Pride vehicles.

[3] Includes approximately 90 vehicles that were associated with accounts that were delinquent at the time of turn-over referred to in section 4.22(ii).

Missing VINs

4.25 As of the date of this Second Report, approximately 830 VINs identified as being subject to the Syndicate Lenders' priority claim and reported by the Monitor as "on Pride's records" as at July 31, 2024 had not been made available to the Manager (the "**Missing VINs**"). The Missing VINs include approximately 170 VINs specifically financed by the Syndicate Lenders with an outstanding principal balance of approximately $17.5 million.

4.26 Based on information provided by the Monitor and the Pride Entities, of the 830 Missing VINs:

(i) approximately 200 of these VINs were included in error, due to issues such as typographical errors (i.e. the VIN listed does not exist) and the inadvertent inclusion of assets not associated with a VIN;

(ii) approximately 500 VINs are no longer in the possession of the Pride Entities for reasons attributed by the Pride Entities to include, but not be limited to: (a) the sale of such vehicles by the Pride Entities prior to the commencement of the CCAA Proceedings without remitting proceeds to the Syndicate Lenders, where required; (b) the Pride Entities never having purchased vehicles that were specifically financed by the Syndicate Lenders[4]; and (c) the cancellation or buyout of customers' leases by the Pride Entities without repayment of proceeds to the Syndicate Lenders, where required; and

[4] According to the Syndicate Agent, Pride had confirmed that the vehicles in question had been purchased at the time of financing.

(iii) the Monitor has not yet been able to determine why the Pride Entities are unable to locate and turn-over approximately 130 VINs.

4.27 On November 7, 2024, Cassels sent a letter to the Monitor and the Pride Entities (the "**Request for Information**") requesting information regarding, among other matters, the Missing VINs. The letter included a request for supporting documents such as bills of sale, proof of lease payouts, and other transaction-level records as evidence of the assertations concerning the Missing VINs made above.

4.28 On November 28, 2024, Thornton Grout Finnigan LLP ("**TGF**"), counsel to the Pride Entities, responded to the Request for Information with a list of reasons, compiled with the assistance of the Monitor, setting out the Pride Entities' position on why certain Missing VINs could not be turned over. No supporting documentation or accounting of proceeds from any Missing VINs was provided. Copies of the Request for Information and TGF's response are attached hereto as **Appendix "B"**.

4.29 The Manager is concerned about, among other things, the: (i) significant number of assets that cannot be located, despite being on Pride's records as of July 31, 2024; (ii) the failure to provide documentation and accounting to demonstrate that assets asserted to have been sold prior to the CCAA Proceedings were subject to bona fide transactions to third parties conducted at fair value; and (iii) given the passage of time, the risk that the ongoing wind-down of the Pride Entities will result in the loss of knowledge regarding the whereabouts of the Missing VINs.

4.30 The Manager's concerns are heightened by the fact that as recently as September 2025, after repeated inquiries from the Lenders, Pride acknowledged that additional Management

Property was located on a former Pride lot that is now in the hands of the purchaser of the Pride Group Logistics Ltd ("**PGL**") assets. Notably, these units had previously been reported by Pride as not in its possession. The vehicles were subject to lease agreements between RBC Bilat and PGL. The Manager understands that neither the Monitor nor Pride has yet responded to RBC Bilat's demands for payment of outstanding lease arrears arising from the use of these vehicles from the commencement of the CCAA Proceedings up to the date of turn-over.

4.31 The Manager has repeatedly requested that the Monitor and Pride address the Missing VINs, including identifying instances where ownership search results conflict with explanations provided by Pride. Despite these efforts, and the significant amount of time elapsed, requested documentation with respect to substantially all Missing VINs has not been provided by Pride or the Monitor.

4.32 Following an in-person meeting with the Monitor on August 7, 2025, the Manager sent follow-up emails regarding the outstanding requests, reiterating the importance of obtaining supporting documentation and asking that such concerns be taken into account when determining documentation preservation measures. While the Monitor has acknowledged the Manager's requests and undertook to provide a response, no such information has been delivered to date.

4.33 The Manager has been in discussions with the Monitor regarding the wind-down of the Pride Entities. The Manager understands that the principal remaining activities of the Pride Entities involving Management Property require Pride and/or the Monitor, as applicable and without limitation, to:

(i) provide responses with regard to the Missing VINs and missing documentation;

(ii) conduct a claims process to settle any RSLA or similar liens;

(iii) register the Pride Entities with certain provinces to properly remit PST. At present, the Manager has set aside PST collected in respect of Management Property, as the Pride Entities have not yet registered as a remitting party; and

(iv) remit and account for any proceeds from the disposition of vehicles and lease collections related to Management Property that are held by the Pride Entities or in the Monitor's trust accounts.

5.0 MANAGER'S EFFORTS TO RECOVER I-WAY LEASED VEHICLES

Lease Transition and I-Way Defaults

5.1 Pursuant to the Recourse Lender Turn-Over Order and the Second Amended Collateral Management Order, TPine Leasing Capital Corporation ("**TPine**") turned-over Management Property Leasebooks to the Manager. Although the relevant leases remain in TPine's name, the Manager administers the leases and related assets through IFT. The Court-ordered mandate of the Manager includes the administration of leases for hundreds of vehicles.

5.2 Notwithstanding the efforts of IFT and the Manager, certain lessees have not paid the amounts due under the leases, nor have they cooperated in the return of the leased vehicles.

In many cases, the lessees have refused to pay any amounts but continue to use the leased vehicles. One such example are leases involving the I-Way Parties.

5.3 The transitioned TPine leases include 20 leases covering a total of 47 VINs with a group of companies including Wings Freightway Inc., I-Way Transport Inc., and 2834021 Ontario Inc. (the "**I-Way Lessees**", each lease agreement being an "**I-Way Lease**"). The companies share a registered office, have the same directors and in some cases, have cross guaranteed the leases. The I-Way Leases and applicable VINs are detailed in **Appendix "E"** (the "**I-Way Leased Vehicles**"). Pride registered PPSA financing statements against each of the I-Way Leased Vehicles.

5.4 The I-Way Leases are materially the same. A sample I-Way Lease along with related schedules, guarantees and transaction documents from each of the I-Way Lessees is attached hereto as **Appendix "F"**. Upon any lessee default, the I-Way Leases entitle the lessor to repossess the I-Way Leased Vehicles, terminate the leases, and accelerate unpaid amounts due and to become due during the term, to be immediately due and payable. The leases provide that the I-Way Lessees do not have any rights, title or interest in the I-Way Leased Vehicles until the I-Way Lease expires and they repay all amounts owing under the relevant lease.

5.5 The I-Way Lessees are in default for non-payment. In many cases arrears have accrued for over 250 days. Meanwhile, the I-Way Lessees remain in control of, and accordingly have continued to benefit from the use of many of the I-Way Leased Vehicles. As of October 31, 2025, the amount of unpaid arrears under the I-Way Leases was approximately $1.6

million excluding accrued interest on unpaid amounts and future amounts owing under the leases (which have been accelerated as further described below).

Recovery Attempts and VK Law Correspondence

5.6 Between February and September 2025, IFT made numerous attempts to contact the I-Way Lessees concerning their delinquent accounts. IFT also sought to repossess the I-Way Leased Vehicles through its bailiff network.

5.7 By letters dated between April 14, 2025, and July 17, 2025, IFT formally demanded payment from the I-Way Lessees in respect of the arrears under the I-Way Leases.

5.8 In August 2025, the Manager received 45 letters, one for each I-Way Leased Vehicle, from legal counsel for the I-Way Lessees, Vishwanths & Kumar Professional Corporation ("**VK Law**"). The letters from VK Law (the "**VK Letters**") demanded that IFT cease repossession efforts and requested the Manager provide documentation evidencing the Manager's and IFT's legal authority to demand payment of arrears. The VK Letters were substantially the same, and a sample is attached hereto as **Appendix "G"**.

5.9 Subsequent to issuing the 45 letters, the I-Way Lessees issued correspondence dated August 19, 2025 and August 21, 2025 that asserted that TPine has a "positive obligation" to provide a new truck "annually, save where demonstrable issues of availability arise" and that the Pride Entities are obligated to maintain the existing trucks. The I-Way Lessees allege that TPine has defaulted on both obligations and such breaches entitle them to set-off the damages as against the arrears owing under the I-Way Leases. VK Law attempted to support these allegations by providing an unsigned agreement (the "**Unsigned PFS**

Agreement") dated March 2, 2022, between one of the I-Way Lessees and Pride Fleet Solutions Inc. The emails dated August 19, 2025 and August 21, 2025 as well as the Unsigned PFS Agreement are attached hereto as **Appendix "H"**.

5.10 The Unsigned PFS Agreement concerns a VIN that is not part of the Management Property and refers to a Pride Entity that is not party to the I-Way Leases. The allegations regarding set-offs or other rights are inconsistent with the terms of the I-Way Leases. Each I-Way Lease contains an 'entire agreement' clause and a 'no set-off' provision. Similarly, each I-Way Lease provides that vehicle maintenance is the sole responsibility of the relevant I-Way Lessee.

5.11 The Manager unsuccessfully attempted to resolve these issues with VK Law through September and October 2025, in many cases through without prejudice correspondence. Concurrently, IFT continued to make efforts to collect the arrears and recover the I-Way Leased Vehicles. On September 23, 2025, a bailiff retained by IFT successfully recovered one I-Way Leased Vehicle in Manitoba.

5.12 On September 24, 2025, VK Law delivered a letter threatening to sue for trespass if further recovery attempts were made, requesting IFT cease recovery and repossession efforts, and disputing the arrears. By way of a letter dated September 26, 2025, Cassels advised that the Manager would continue all recovery efforts and would be bringing a motion for the return of all I-Way Leased Vehicles unless a satisfactory turn-over was agreed to by September 30, 2025.

5.13 In correspondence on September 30, 2025, VK Law continued to demand documents already provided, but also proposed a turn-over protocol which required that the Manager cease enforcement actions by its bailiffs and other agents.

5.14 In a letter dated October 2, 2025, the Manager confirmed that it would agree to pause repossession efforts and accept an orderly turn-over of the I-Way Leased Vehicles, provided the I-Way Leased Vehicles were made available by no later than October 9, 2025, and such a turn-over would be without prejudice to the Manager's rights to recover outstanding amounts owed under the I-Way Leases. The correspondence between Cassels and VK Law occurring between September 24, 2025 and October 2, 2025, are attached hereto as **Appendix "I"**. The I-Way Leased Vehicles were not made available for turn-over by October 9, 2025.

5.15 On October 30, 2025, counsel to the Manager wrote to VK Law informing the I-Way Parties of the Manager's scheduled November 20, 2025 hearing date and shared the proposed I-Way Turn-Over Order. VK Law responded at 4:30pm that evening providing the Manager a list of 25 units "available for pickup" on October 31, 2025, with the remaining units to be made available by November 7, 2025. VK Law's response and appending schedule listing the 25 units is attached hereto as **Appendix "J"**.

5.16 The 25 units were not available for pickup as they were located at repair shops that refused to release the units without resolving unpaid invoices. As of the date of this Second Report, the Manager has received invoices totalling over $300,000, exclusive of ongoing fees accruing associated with storage of the vehicles. The invoices from the repair shops are

summarized in the table attached hereto as **Appendix "K"**, with all repair shop invoices attached as **Appendix "L"**.

5.17 Upon further diligence, the Manager has learned that at least five of the 25 I-Way Leased Vehicles made "available for pick up" had recently installed new tires (such tires being, the "**New Tires**"). The unpaid costs allegedly benefit from a RSLA lien over the I-Way Leased Vehicles. The repair shops informed the Manager that approximately one week prior to October 31, 2025, the vehicles were dropped off at the same repair shops by the I-Way Parties, without the New Tires. The repair shops are now requesting payment from the Manager for the New Tires (which are no longer on the vehicles) and other work before releasing the I-Way Leased Vehicles.

5.18 On November 3, 2025, counsel to the Manager again wrote to VK Law expressing concerns that the 25 trucks identified as "available for pick up" were, in fact, located at third-party repair shops and subject to repair liens. The Manager had not authorized any repairs and requested immediate particulars regarding the timing of drop-offs, the nature of the work performed, the identity of the authorizing party, and all related documentation. The Manager also requested that similar particulars be provided for the remaining trucks expected to be disclosed by November 7, 2025. VK Law did not respond.

5.19 On November 5, 2025 and November 6, 2025, counsel to the Manager wrote to VK Law providing copies of the invoices obtained from certain of the repair shops where the 25 trucks identified as "available for pick up" were located. Counsel to the Manager requested whether the work reflected in the invoices had been authorized by the I-Way Parties or VK Law and sought the particulars previously requested on November 3, 2025. In response,

VK Law advised that the communication had been forwarded to their clients and that they were awaiting response. No response was received.

5.20 The Manager and its agents have visited the repair shops to assess the condition of the vehicles and are in the process of determining whether the value of the vehicles warrants immediate payment of the invoices with a view of facilitating immediate turn-over, notwithstanding that the Manager had not approved the repairs. To date, two of the 25 vehicles have been retrieved by the Manager, with associated invoices paid.

5.21 The replacement of the vehicle's New Tires with old tires materially impacts the value of the I-Way Leased Vehicles involved. As part of the I-Way Turn-Over Order, the Manager is seeking the turn-over of the New Tires, which, along with the vehicles they were previously attached to, constitute Management Property.

Next Steps Necessary for I-Way Leased Vehicle Recovery

5.22 To fulfil its Court-ordered mandate, the Manager requires immediate access to the I-Way Leased Vehicles and New Tires to avoid further diminution of value and to maximize the recovery for the benefit of stakeholders. Accordingly, the Manager is of the view that the I-Way Turn-Over Order is necessary and appropriate in all these circumstances.

5.23 In addition to the recovery of the vehicles under the I-Way Leases, the Manager intends to commence proceedings for damages against the I-Way Parties. In accordance with TPine's rights under the I-Way Leases the Manager gave notice on October 14, 2025 and October 15, 2025 that it was exercising the right to demand future payments, meaning that the full amount owing is now approximately $8.1 million, comprising of arrears and accelerated

amounts owing to the end of the lease terms. The Manager intends to claim for the arrears, accelerated amounts to end of term, accrued interest and enforcement charges recoverable under the I-Way Leases, including for any damage or diminution in value resulting from the bad faith acts of the I-Way Parties. The I-Way Parties' payment defenses may be asserted in such litigation.

6.0 RECEIPTS AND DISBURSEMENTS

6.1 The receipts and disbursements of the Manager for the period October 17, 2024, to October 22, 2025 (the "**Reporting Period**"), is set out below:

CAD $000's	
Receipts	
Sales Receipts	48,096
Lease Collections	23,501
Proceeds from The Monitor	8,379
Deposit Interest	222
Other	341
Total Receipts	**$80,539**
Disbursements	
Professional Fees	(6,181)
Tax Remittance	(4,171)
Insurance	(1,627)
Lease Servicing Costs	(1,283)
Payments to Dealer Network	(642)
Other	(287)
Total Disbursements	**($14,190)**
Interim Distributions	($55,600)
Ending Cash as at October 22, 2025	**$10,749**
Unresolved MCVs	(3,260)
Unresolved Third-Party Claims	(1,670)
Cash on Hand as at October 22, 2025	**$5,819**

6.2 The Manager notes the following with respect to the receipts and disbursements during the Reporting Period:

Receipts

(i) sales receipts primarily consist of net proceeds from the sale of vehicles through the Dealership Network and Tiger;

(ii) lease collections represent funds received from IFT in respect of lease portfolio servicing, including proceeds of repossessed vehicles;

(iii) proceeds from the Monitor are amounts collected by the Pride Entities and passed on in accordance with the Governance Protocols relating to Management Property;

Disbursements:

(iv) disbursements primarily comprise payments of professional fees, remittances of sales tax, and other operating costs incurred in connection with realizing on Management Property;

(v) pursuant to the Second Amended Collateral Management Order, the Manager has been authorized to: distribute (a) proceeds from Management Property to the relevant Lenders; (b) proceeds from Multiple Collateral Vehicles in accordance with the relevant MCV Turn-Over Resolutions; and (c) proceeds from any PCVs in accordance with a final determination of entitlement; and

(vi) as of the date of this Second Report, interim distributions totaling $55.6 million have been made to the relevant Lenders.

6.3 The Manager has set aside approximately $5.0 million of net proceeds in respect of unresolved[5] Multiple Collateral Vehicles and identified unresolved third-party interest claims.

6.4 The Manager anticipates that the remaining cash-on-hand balance of approximately $5.8 million will provide sufficient liquidity to settle outstanding or accrued obligations and to facilitate the continuation of its Remaining Activities.

7.0 APPROVAL OF FEES AND DISBURSEMENTS

7.1 Pursuant to paragraph 23 of the Second Amended Collateral Management Order, the Manager and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges as part of the costs of these proceedings. Pursuant to paragraph 24 of the Second Amended Collateral Management Order, the Manager and its legal counsel shall pass their accounts from time to time, and for this purpose, the accounts of the Manager and Cassels are referred to the Court.

7.2 Attached hereto as **Appendix "C"** is the Affidavit of Douglas McIntosh sworn November 10, 2025 (the "**A&M Fee Affidavit**"), attesting to the fees and disbursements of the Manager for the period from the October 17, 2024 to September 13, 2025, in the aggregate amount of $3,601,136.49, comprised of fees of $3,128,406.50, disbursements of $58,439.91 and HST of $414,290.08.

[5] The Manager understands that the Syndicate Lenders and RBC Securitization have come to an agreement in principle as to entitlement concerning these proceeds.

7.3 Attached hereto as **Appendix "D"** is the Affidavit of Colin Pendrith sworn November 10, 2025 (the "**Cassels Fee Affidavit**" and together with the A&M Fee Affidavit, the "**Fee Affidavits**"), attesting to the fees and disbursements for the period from the August 2, 2024 to September 30, 2025, in the aggregate amount of $2,735,322.69, comprised of fees of $2,196,020.95, disbursements of $231,128.38 and HST of $308,173.36.

7.4 The Manager confirms that the fees and disbursements set out in the Cassels invoices appended to the Cassels Fee Affidavit relate to advice sought by the Manager and assistance provided by Cassels in respect of these proceedings and that, in the Manager's view, Cassels' fees and disbursements are properly chargeable, reasonable and appropriate.

7.5 It is the Manager's view that the fees and disbursements of the Manager and Cassels, as described in the Fee Affidavits, are reasonable and appropriate in the circumstances, having regard to the scope of activity undertaken by the Manager in these proceedings, and have been validly incurred in accordance with the provisions of the Second Amended Collateral Management Order.

8.0 ACTIVITIES OF THE MANAGER

8.1 The activities of the Manager have included the following, in addition to the other matters discussed in this Second Report:

(i) engaging in discussions with the Pride Entities, the Monitor and their respective legal counsel regarding these CCAA Proceedings, including

information requests in respect of the transition of Management Property to the Manager;

(ii) corresponding and communicating with the relevant Lenders and their counsel on file matters;

(iii) attending various Court hearings related to the CCAA Proceedings;

(iv) working with the Monitor to update Schedule B and Schedule D of the Second Amended Collateral Management Order, as required;

(v) engaging Cassels as independent counsel;

(vi) obtaining insurance coverage for inventoried Management Property;

(vii) opening USD and CAD trust bank accounts (the "**Bank Accounts**") and monitoring the Bank Accounts;

(viii) engaging the Dealership Network and Tiger with regards to monetization of vehicles and holding extensive discussions with the same;

(ix) working with the Dealership Network, Tiger and the Pride Entities to collect Management Property from Pride Entities' lots;

(x) engaging IFT to service any leases transitioned to the Manager;

(xi) working with IFT and Pride to ensure all lessees direct lease payments to the Manager, including issuance of notices of assignment (through IFT), and obtaining documents and information essential for servicing the leases;

(xii) engaging Century as the Manager's appraiser of Management Property;

(xiii) reviewing reports prepared by the Manager's agents on vehicle condition, sales, lease collections, and repossessions, as they relate to the monetization of Management Property;

(xiv) engaging in settlement discussions with lessees in respect of leases not in good standing and negotiating buy out requests;

(xv) obtaining, confirming and transferring ownership as well as working with Cassels to discharge applicable liens upon the sale of Management Property;

(xvi) reviewing third-party liens and interest claims on Management Property, including contacting various third parties to confirm their interest in Management Property;

(xvii) completing statutory and administrative duties and filings, including applicable CRA tax filings on behalf of the Pride Entities as it relates to Management Property and working with the Monitor and the Pride Entities to report and remit taxes as it relates to QST and US taxes;

(xviii) corresponding and meeting with the Monitor and Pride Entities regarding the Missing VINs;

(xix) making interim distributions to the relevant Lenders pursuant to the Second Amended Collateral Management Order;

(xx) claiming on behalf of, and in the name of, the Applicants, insurance refunds and tax refunds, rebates or other amounts to which the Applicants are entitled with respect to Management Property;

(xxi) answering inquiries to the Manager with respect to Management Property; and

(xxii) preparing the First Report and this Second Report.

9.0 REMAINING ACTIVITIES

9.1 The expected Remaining Activities of the Manager to complete the realization of Management Property include the following:

(i) continuing to work with the Monitor and Pride Entities to locate the Missing VINs and transition Management Property with the associated necessary documentation;

(ii) continuing to realize on inventoried vehicles with the assistance of the Dealership Network and Ritchie;

(iii) continuing to oversee IFT's lease servicing efforts and considering potential alternatives to realize on the lease portfolio;

(iv) if applicable, returning to Court for directions in respect of: (a) the resolution of disputed lease obligations; (b) Missing VINs; and (c) any unresolved lien or title matters;

(v) distributing proceeds in accordance with the Second Amended Collateral Management Order; and

(vi) completing statutory and administrative duties and filings.

10.0 CONCLUSIONS AND RECOMMENDATIONS

10.1 Based on the foregoing, the Manager respectfully requests that the Court make the orders granting the relief sought in the Manager's Notice of Motion and as described in section 3.0 of this Second Report.

All of which is respectfully submitted to the Court this 10th day of November 2025.

Alvarez & Marsal Canada Inc.,
in its capacity as Court-Appointed Manager over
certain property of Pride Group Holdings Inc. and certain affiliates
and not in its personal or corporate capacity.

Per: _____
Douglas McIntosh
President

SCHEDULE "A"

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.

- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.
- BLOCK 6 HOLDING INC.

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.

- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C. ADDITIONAL STAY PARTIES

Canadian Additional Stay Parties

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

APPENDIX "A"

Electronically issued / Délivré par voie électronique : 03-Mar-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No. CV-24-00717340-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 4TH
	)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. and those Applicants listed on **Schedule "A"** hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

THIS MOTION made by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Manager (the "**Manager**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion of the Manager dated January 30, 2025 for certain amendments to the Amended Syndicate Collateral Management Order dated November 1, 2024, the Motion of Royal Bank of Canada in its capacity as Bilateral Lender ("**RBC Bilat**") dated October 31, 2024 for certain amendments to the Syndicate Collateral Management Order dated October 17, 2024, the Motion Record of Royal Bank of Canada in its capacity as administrative agent (the "**Administrative Agent**") for and on behalf of itself and the other lenders (the "**Syndicate Lenders**") party to the Fourth Amended and Restated Credit Agreement dated as of May 10, 2024 among, *inter alia*, the Administrative Agent, the Syndicate Lenders and the Applicants and the limited partnerships listed in Schedule "A" hereto (collectively the "**Pride Entities**" and each, a "**Pride Entity**") for an Order pursuant to Section 11 of the *Companies' Creditors Arrangement Act* appointing Alvarez & Marsal Canada Inc. as manager without security, of the Management

Property (as defined below), the affidavits of Brad D. Newton sworn August 2, 2024 and October 16, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for the Manager, the Syndicate Lenders, the Pride Entities, the Monitor, and such other parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Eva-Louise A. A. Hyderman, sworn January 30, 2025 and on reading the consent of Alvarez & Marsal Canada Inc. to act as the Manager,

SERVICE

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

2. THIS COURT ORDERS that capitalized terms used and not defined in this Order shall have the meaning given to them in the Second Amended and Restated Initial Order of this Court dated May 6, 2024 in these proceedings (the "**Initial Order**"), the Order (re: Turn-Over of Securitized Assets) of this Court dated August 8, 2024 in these proceedings (the "**Securitized Asset Turn-Over Order**"), or the Order (re Wind-Down, Liquidity Contribution Alternative and Turn-Over) of this Court dated October 10, 2024 in these proceedings (the "**Recourse Lender Turn-Over Order**"), as applicable.

APPOINTMENT

3. THIS COURT ORDERS that, pursuant to section 11 of the CCAA, Alvarez & Marsal Canada Inc. is hereby appointed Manager, as an officer of this Court, without security, of the following assets, undertakings, and properties (collectively, the "**Management Property**") of the Pride Entities and all proceeds thereof:

(a) all Remaining Assets to be turned-over to the Syndicate Lenders upon payment by the Syndicate Lenders of their Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order (the "**Immediate Turn-Over Assets**");

(b) such further Remaining Assets and any other assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Syndicate Lenders (or to the Manager as designee of the Syndicate Lenders) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court (the "**Additional Assets**"), which Additional Assets and Immediate Turn-Over Assets are identified by vehicle identification number ("**VIN**") on Schedule "B" hereto and which may be supplemented from time to time, in which case an updated Schedule "B" to this Order shall be posted on the Monitor's Website;

(c) the Remaining Assets (the "**RBC Bilat Assets**") to be turned-over to RBC Bilat upon payment by RBC Bilat of its Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order, which RBC Bilat Assets are identified by VIN in Schedule "D" to this Order; and

(d) with the consent of the Manager and the Administrative Agent, such further assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to RBC Bilat (or to the Manager as designee of RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court, and in such case, an updated Schedule "D" to this Order shall be posted on the Monitor's Website.

4. THIS COURT ORDERS that in the event of a conflict between the terms of this Order and the Initial Order, this Order shall govern. In the event of a conflict between the terms of this Order and the Recourse Lender Turn-Over Order, the Recourse Lender Turn-Over Order shall govern,

and this Order is expressly subject to the terms and conditions (including in respect of turn-over of Management Property) as set out in the Recourse Lender Turn-Over Order.

MANAGER'S POWERS

5. THIS COURT ORDERS that, the Manager is hereby empowered and authorized, but not obligated, to act at once in respect of the Management Property and, without in any way limiting the generality of the foregoing, the Manager is hereby expressly empowered and authorized to do any of the following where the Manager considers it necessary or desirable, in each case, with the cost and expense thereof to be paid from the proceeds of Management Property or the Manager's borrowings in accordance with this Order (and such costs and expenses shall not be borne by the Pride Entities):

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

(b) to receive, preserve, and protect the Management Property, or any part or parts thereof, including, but not limited to, the relocating of Management Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage;

(c) to engage consultants, servicers, appraisers, brokers, consignees, 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 Manager's powers and duties in respect of the Management Property, including without limitation those conferred by this Order;

(d) to engage with the Ministry of Transportation, Service Ontario, and/or any other governmental department, ministry or agency responsible for vehicle title and/or registration in Canada or the United States of America;

(e) to purchase or lease such machinery, equipment, supplies, premises or other assets to carry out the Manager's powers and duties in respect of the Management Property, including those conferred by this Order;

(f) to receive and collect all monies and accounts now owed or hereafter owing to any of the Pride Entities under or in connection with the Management Property and to exercise all remedies of any Pride Entity in collecting such monies, including, without limitation, to enforce any leases and security held by any Pride Entity in or constituting Management Property;

(g) to settle, extend or compromise any indebtedness owing to any Pride Entity solely to the extent directly related to the Management Property, including in connection with the termination and/or buy-out of vehicle, trailer or equipment leases included in the Management Property;

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

(i) to initiate, prosecute and continue the prosecution of any and all proceedings or disputes and to defend all proceedings now pending or hereafter instituted with respect to the Management Property or the Manager, and to settle or compromise any disputes or any other proceedings in respect thereto. 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 Management Property, including advertising and soliciting offers in respect of the Management Property or any part or parts thereof and negotiating such terms and conditions of sale as the Manager in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Management Property or any part or parts thereof out of the ordinary course of business without further approval of this Court, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or similar legislation in other applicable jurisdictions in Canada or the United States of America shall not be required;

(l) with the assistance of the CRO, the Monitor and the Pride Entities, to engage with the Canada Revenue Agency, the Internal Revenue Service and/or any other governmental department, ministry or tax authorities in Canada or the United States of America and to collect, withhold and remit, as applicable, applicable taxes in the name of the Pride Entities where required;

(m) to apply for any vesting order or other orders necessary to convey the Management Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Management Property, provided however, that the Manager may rely on the Recourse Lender Turn-Over Order or any other order of the Court to convey Management Property free and clear of Claims and Encumbrances as set out therein;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Manager deems appropriate on all matters relating to the Management Property and its management thereof, and to share information, subject to such terms as to confidentiality as the Manager deems advisable;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority for the exercise of the Manager's powers and duties, and any renewals thereof for and on behalf of and, if thought desirable by the Manager;

(p) to enter into agreements with any Pride Entity, the CRO, the Monitor or any trustee in bankruptcy or receiver appointed in respect of any Pride Entity, or any of their Property;

(q) to undertake the reporting and remittance obligations of the Syndicate Lenders and RBC Bilat (solely in respect of the RBC Bilat Assets), as Recourse Lenders under the Recourse Lender Turn-Over Order; 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 Manager takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of (i) each Pride Entity, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) the CRO and (iv) 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**"), and without interference from any other Person.

VEHICLES AND LEASES

6. THIS COURT ORDERS that all Persons shall, upon the request of the Manager, cooperate with the Manager in transitioning possession and control of Management Property to the Manager or its agent, servicer or other designated representative, in all cases consistent with the Recourse Lender Turn-Over Order, where applicable.

6A. THIS COURT ORDERS that from and after the date on which assets or interests become Management Property the Manager shall be authorized and empowered to market for sale and sell Management Property in accordance with the terms of this Order, the Recourse Lender Turn-Over Order, and the Sale Agreement and Sale Approval Order granted October 17, 2024 in these proceedings and that upon the closing of any sale by the Manager to a purchaser of any such assets (the "**Sold Assets**"), all of the rights, title and interest of the Pride Entities, the Securitization

Parties, any party claiming an interest in a Multiple Collateral Vehicle,[1] and any other interested party in and to the Sold Assets shall vest absolutely in the purchaser, free and clear of and from any and all legal, beneficial or other ownership interests, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of this Court in these proceedings (including the CCAA Charges); and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (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 Sold Assets are hereby expunged and discharged as against such Sold Assets, and the Manager is hereby authorized to file such discharges with the applicable personal property registry to give effect to this paragraph, if necessary.

7. THIS COURT ORDERS that the Manager shall (i) with respect to trucks, trailers or other motor vehicles identified by VIN constituting Management Property, remit any applicable sales taxes to the Pride Entities upon any transfer of title from an applicable Pride Entity to a third party, as may be applicable, or with the assistance of the CRO, the Monitor and the Pride Entities, remit such sales taxes in the name of the Pride Entities to Canada Revenue Agency, Internal Revenue Service or any other governmental department, ministry or tax authorities in Canada or the United States of America as required, and (ii) with respect to any vehicle leases, financial or related assets constituting Management Property, with the assistance of the CRO, the Monitor and the Pride Entities, collect, withhold and remit, as applicable, applicable taxes in the name of the Pride Entities to Canada Revenue Agency, Internal Revenue Service or any other governmental department, ministry or tax authorities in Canada or the United States of America where required; provided, however, that where any asset or interest constituting Management Property is not titled

[1] For purposes of this Order, "Multiple Collateral Vehicle" refers to an asset to which entitlement has not yet been determined.

to the Pride Entities, the Manager shall remit any applicable sales taxes as advised by the party to whom the Management Property is titled or as directed by the Court.

8. THIS COURT ORDERS that the Manager shall maintain a record of expenses incurred by or on behalf of the Manager that are directly attributable to the Manager's undertaking its duties or exercising its powers under this Order with respect to particular Management Property identified by VIN ("**VIN-Specific Expenses**").

DISTRIBUTIONS

9. THIS COURT ORDERS that the Manager is hereby authorized, without personal or corporate liability whatsoever to any Person, and without further Order of the Court, to distribute the proceeds from Management Property in accordance with and subject to the Recourse Lender Turn-Over Order (including paragraphs 27 to 30 thereof) and for certainty as follows:

(a) proceeds from Management Property (excluding Multiple Collateral Vehicles, PCVs, and RBC Bilat Assets) shall be distributed to the Administrative Agent;

(b) proceeds from the RBC Bilat Assets (excluding Multiple Collateral Vehicles and PCVs) shall be distributed to the RBC Bilat;

(c) proceeds from Multiple Collateral Vehicles as received by the Manager shall be distributed or otherwise dealt with in accordance with the relevant MCV Turn-Over Resolution, further agreement among relevant MCV Claimants as to entitlement, the Entitlement Claims Process Order, or further Order of the Court, as applicable; and

(d) proceeds from any PCV as received by the Manager shall be distributed in accordance with a final determination of the entitlement to such PCV, a written agreement among the Administrative Agent and the relevant PCV Claimant as to entitlement to such PCV, or further Order of the Court, as applicable.

10. THIS COURT ORDERS that each distribution contemplated in paragraph 9 hereof (a "**Distribution**") shall be:

(a) net of:

(i) any VIN-Specific Expenses corresponding to the Management Property in respect of which such Distribution is being made;

(ii) any applicable taxes; and

(iii) the pro rata share of all general expenses incurred by or on behalf of the Manager in undertaking its duties or exercising its powers under this Order that cannot be attributed to the monetization of the particular Management Property in respect of which such Distribution is being made ("**General Expenses**"), which pro rata share of General Expenses shall be calculated by dividing (i) the number of individual items of Management Property identified by VIN in respect of which the Distribution is being made by (ii) the total number of items of Management Property identified by VIN; and

(b) subject to such reserves as the Manager deems appropriate.

11. THIS COURT ORDERS that any Distributions shall not constitute a "distribution" by any director, officer, employee or agent of the Pride Entities or the Manager, including their respective legal counsel, and such persons shall not constitute a "legal representative", "representative" or a "responsible representative" of the Applicants or "other person" for purposes of Sections 159, 227.1 and 227(5) of the *Income Tax Act* (Canada), Section 117 of the *Taxation Act, 2007* (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any federal, provincial, state or territorial tax legislation (collectively, the "**Statutes**"), and such persons, including the Manager, in causing or assisting any Distribution in accordance with this Order is not "distributing", nor shall it be considered to have "distributed", such funds for the purposes of the Statutes, and such persons shall not incur any liability under the

Statutes for causing or assisting the Manager in making any Distributions in accordance with this Order or failing to withhold amounts, ordered or permitted hereunder, and such persons shall not have any liability for any of the Pride Entities' tax liabilities regardless of how or when such liabilities may have arisen, and are hereby forever released, remised and discharged from any claims against such person under or pursuant to the Statutes or otherwise at law arising as a result of the Distributions contemplated in this Order, and any claims of such nature are hereby forever barred.

12. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these CCAA proceedings;

(b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or other applicable legislation in respect of the Pride Entities or the Management Property and any bankruptcy or receivership order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the Pride Entities; and

(d) any provisions of any federal or provincial legislation,

the Distributions shall be made free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, 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, including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court in these CCAA proceedings, including the CCAA Charges and the Manager's Charge and Manager's Borrowings Charge and (ii) all charges, security interests or claims evidenced by

registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems, and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any Pride Entity and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MANAGER

13. THIS COURT ORDERS that upon receiving a request by the Manager, the Ministry of Transportation, Service Ontario, any other governmental department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada or any State or Municipality within the United States of America, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, are hereby directed to provide access, cooperate with and to provide the Manager with details relating to any transfer of ownership of any of the Management Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

NO PROCEEDINGS AGAINST THE MANAGER

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

NO PROCEEDINGS AGAINST THE MANAGEMENT PROPERTY

15. THIS COURT ORDERS that no Proceeding against or in respect of the Management Property shall be commenced or continued except with the written consent of the Manager or with leave of this Court and any and all Proceedings currently under way against or in respect of the Management Property (other than these proceedings and the Chapter 15 Proceedings) are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that all rights and remedies against the Manager or affecting the Management Property, except as expressly provided herein, are hereby stayed and suspended except with the written consent of the Manager or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Manager from compliance with statutory or regulatory provisions relating to health, safety or the environment, (ii) prevent the filing of any registration to preserve or perfect a security interest, or (iii) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE MANAGER

17. THIS COURT ORDERS that, other than the Pride Entities themselves, 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 any Pride Entity and relating in any way to the Management Property, without written consent of the Manager or leave of this Court.

MANAGER TO HOLD FUNDS

18. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Manager from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Management Property and the collection of any accounts receivable in whole or in part, whether in existence on October 17, 2024 or thereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Manager (the "**Post Managership Accounts**") and the monies standing to the credit of such Post Managership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Manager to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

19. THIS COURT ORDERS that all employees of the Pride Entities shall remain the employees of the applicable Pride Entity until such time as the applicable Pride Entity may terminate the employment of such employees. The Manager 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 (as provided pursuant to subsection 14.06(1.1)(c) of the BIA), other than such amounts as the Manager may specifically agree in writing to pay.

PIPEDA

20. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Manager shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Management 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 Management 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 Manager, or in the alternative destroy all such information. The purchaser of any Management Property shall be entitled to continue to use the personal information provided to it, and related to the Management Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Pride Entity or Pride Entities, and shall return all other personal information to the Manager, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

21. THIS COURT ORDERS that the Manager shall not, as a result of this Order or anything done in pursuance of the Manager's duties and powers under this Order, be deemed to be in occupation, control, care, charge, possession or management of any of the Management Property within the meaning of 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*, 1999, S.C. 1999, c. 33, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended or the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended and regulations thereunder and any similar legislation, unless it is actually in possession.

LIMITATION ON THE MANAGER'S LIABILITY

22. THIS COURT ORDERS that the Manager shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Manager by section 14.06 of the BIA (as provided pursuant to subsection 14.06(1.1)(c) of the BIA) or by any other applicable legislation.

MANAGER'S ACCOUNTS

23. THIS COURT ORDERS that the Manager and counsel to the Manager shall be paid their reasonable fees and disbursements from the proceeds of Management Property or the Manager's borrowings in accordance with this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Manager and counsel to the Manager shall be entitled to and are hereby granted a charge (the "**Manager's Charge**") on the Management 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 Manager's Charge shall form a first charge on the Management Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, upon the turn-over of the Management Property in accordance with the Recourse Lender Turn-Over Order.

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

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

FUNDING OF THE MANAGERSHIP

26. THIS COURT ORDERS that the Manager 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 $6 million (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 Manager by this Order, including interim expenditures. The whole of the Management Property shall be and is hereby charged by way of a fixed and specific charge (the "**Manager'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 other than the Manager's Charge, upon the turn-over of the Management Property in accordance with the Recourse Lender Turn-Over Order.

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

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

29. THIS COURT ORDERS that the monies from time to time borrowed by the Manager pursuant to this Order or any further order of this Court and any and all Manager'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 Manager's Certificates.

COOPERATION AMONG COURT OFFICERS

30. THIS COURT ORDERS that each of the Manager, the CRO and the Monitor (the "**Court Officers**") shall cooperate with the other Court Officers in carrying out and exercising their respective powers and duties conferred herein, in the Initial Order and in other applicable Orders of this Court.

31. THIS COURT ORDERS, without limiting the foregoing, that the CRO shall, as Foreign Representative, if requested by the Manager seek an order in form and substance satisfactory to the Manager in the proceedings pending in the United States under Chapter 15 of Title 11 of the

United States Bankruptcy Code in respect of the Pride Entities (the "**Chapter 15 Proceedings**") recognizing and giving effect to this Order, and such further relief in the Chapter 15 Proceedings as the Manager may reasonably request from time to time; provided the costs of seeking and obtaining an order in the Chapter 15 Proceedings as aforesaid shall be paid by the Manager.

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

33. THIS COURT ORDERS that the amendments to the Amended Syndicate Collateral Management Order shall be effective *nunc pro tunc* to the date of the Manager's appointment.

GENERAL

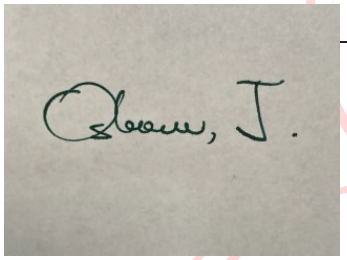
34. THIS COURT ORDERS that the Manager is not a "receiver" as defined in Part XI of the BIA and shall therefore not be required to comply with the reporting obligations set out therein.

35. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Manager 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 Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the terms of this Order.

36. THIS COURT ORDERS that the Manager 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 Manager 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.

37. THIS COURT ORDERS that the Administrative Agent and the Manager be at liberty to seek further relief from this Court and 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 Manager 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.



Digitally signed by Osborne J.
Date: 2025.02.26 08:58:09 -05'00'

SCHEDULE "A"

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C. ADDITIONAL STAY PARTIES

Canadian Additional Stay Parties

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

SCHEDULE "B"
IMMEDIATE TURN-OVER ASSETS AND ADDITIONAL ASSETS

Schedule B - Immediate Turn-Over Assets

VINs Specifically Financed by the Syndicate:

527SR5325PL030413
527SR5327PL030414
527SR5322PL030417
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UMAUSUD1100
UMAUSUD1105
UMAUSUD1110
LIFSSADC
TRUFUSE0400H
LIFSSBCD
LIFSSLC
LIFSSTP
LIFSSFLY

LIFSSLR
LIFSSXX7002
LIFSSXX50001
LIFSSXX4002
LIFHSFFWSSC
LIFHDLHRL
LIFOIB
LIFODB
LIFOBWS
LIFBWGHF
LIFFWFB
LIFSADB
LIFSUB
LIFPLCALF
LIFFWAC
LIFBWBE
LIFSCDLR
LIFSSM
UMAUKBPU10
UMAUKBPU15
UMAUKBPU20
UMAUKBPU50
UMAUKBPU60
UMAUKBPU70
UMAUKBPU80
LIFSOWT
LIFFWDR2
LIFDCB016
LIFSMSSCORE
LIFSMSSADD
LIFSMSSACT
LIFHSOB100604
PO1OB7
HAMIBHXHL
POW68
POW404
HAMIB49CE
LIFSBBR
LIFHDTMAB
LIFFWDR3
UMAU2D1005
UMAU2D1007.5
UMAU2D1010
UMAU2D1015

UMAU2D1017.5
UMAU2D1020
UMAU2D10225
UMAU2D1025
UMAU2D1030
UMAU2D1035
UMAU2D1040
UMAU2D1045
UMAU2D1050
UMAU2D1055
UMAU2D1012.5
UMAUCBP25
UMAUCBP35
UMAUCBP45
MNJCNNMCANFMAN10
MB88EN0ANV0GG0L
MB890N0AN00GG0L
DJK14DNAN00EANR2
DJJAAA00AN00EA2U
S.NO20211215
1GRAA0625CD441698
3AKJGLDR3HSHD8200
3AKJGLDR9HSGP6385
4V4NC9EHXLN241446
3AKJHHDR9KSKM7357
1FUJGLD57FLGB2220
1VUJHHDR8KLKC6300
3A3JHHDRXLSLR5681
3AKJHHDRXKSJZ8847
527SR5325PM031748
1FUJHHDR7KLKE3587
1UYVS2533N7501401
1UYVS2535N7501402
1DW1A5322DB397422
3AKJHHDRXMSMM2287
1FUJHHDR3KLKM7267
3AKJHHDR5KSKH0775
4V4MC9EG7HN989081
1XPBD49XXGD355635
5V8VC532XHM700147
4V4NC9DG3DN134913
1GRAA0625DD444702
4V4NC9EH4NN320307
3HSDZAPRXPN492627
1XKYD49X5KJ242220

3H3V532KXPS407532
1JJV532D8PL328677
1JJV532DXNL372015

SCHEDULE "C"
MANAGER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the court-appointed manager (the "Manager") of the Management Property as defined in the Amended Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 17th day of October, 2024, as amended from time to time (the "Order") made in an action having Court file number CV-24-00717340-00CL, has received as such Manager from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Manager 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 Manager pursuant to the Order or to any further order of the Court, a charge upon the whole of the Management 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 the right of the Manager to indemnify itself out of such Management 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 Manager 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 Manager to deal with the Management Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Manager 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__.

Alvarez & Marsal Canada Inc., solely in its capacity as Manager of the Management Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "D"
RBC BILAT ASSETS

INVENTORY
3AKJHHDR5MSMR6449
3AKJHHDR4MSMR6491
1XKYD49X0PJ264956
1XKYD49X1PJ264948
1XKYD49X9PJ264955
1XKYD49X7NJ489906
1XKYD49X0NJ101012
3AKJHHDR8NSNA1351
3HSDZAPR7NN566180
3HSDZAPR3PN424959
1UYVS2532M3389325
3AKJHHDR4MSMR6426
3AKJHHDR8MSMR6445
1XKYD49X8PJ264963

LEASES
3AKJHHDR6MSMR6430
4V4NC9EH3KN211056
3AKJHHDR3MSMR3811
3HSDZAPR1NN443572
3AKJHHDR2LSKU2115
1JJV532B4ML233236
3AKJHHDR8MSMR6459
3AKJHHDR4MSMR6460
3AKJHHDR6MSMR6461
3AKJHHDR1MSMR6478
3AKJHHDR2MSMR6442
3AKJHHDR7MSMR6419
3AKJHHDR8MSMR3822
3AKJHHDR1MSMR6481
1UYVS2532M2236109
4V4NC9EH6MN235998
4V4NC9EH9MN236000
3AKJHHDR1MSMR6433

LEASES
1UYVS2534M2236113
3AKJHHDR3MSMR6479
3AKJHHDR6MSMR6489
3AKJHHDRXMSMR6432
3AKJHHDR1MSMR6447
3AKJHHDR4MSMR6488
1XKYD49X2NJ489912
3AKJHHDR0NSNA6365
1XKYD49X6NJ479139
3AKJHHDR8NSNB3788
3UTVS2536N8474912
1UYVS2533N7501821
1XKYDP9X6PJ239674
1UYFS2480P5775302
1XPBD49X8PD864400
3AKJHHDR8MSMR6428
1XKYDP9X7LJ360515
3AKJHHDR8LSKX0369
3AKJHHDR7MSMR6484
1FUJHHDR4MLMD4418
3AKJHHDR8MSMR6493
3AKJHHDR9MSMR6437
3AKJHHDR0MSMR6441
3AKJHHDR5MSMR6435
3AKJHHDR5MSMF0826
3H3V532C1LT275029
3UTVS2534N8474911
3HSDZAPR3NN443573
3AKJHHDR6NSNA6371
1UYVS2538N3476518

Electronically issued / Délivré par voie électronique : 03-Mar-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No. CV-24-00717340-00C

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTE OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. AND THOSE APPLICANTS LISTED O SCHEDULE "A" HERETO (EACH, AN "APPLICANT", AND COLLECTIVELY, THE "APPLICANTS")

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

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Lawyers for Alvarez & Marsal Canada Inc., Court-Appointed Manager

Court File No./N° du dossier du greffe : CV-24-00717340-00CL

APPENDIX “B”

Cassels

November 7, 2024

Via Email

skukulowicz@cassels.com
tel: +1 416 860 6463

Blake, Cassels & Greydon LLP
Commerce Court West
199 Bay Street, Suite 4000
Toronto
Ontario M5L 1A9

Attention: Kelly Bourassa

and to:

Thornton Grout Finnigan LLP
Suite 3200, 100 Wellington Street West,
P.O. Box 329, Toronto-Dominion Centre,
Toronto
Ontario M5K 1K7

Attention: Leanne Williams

Dear Ms. Bourassa and Ms. Williams:

Re: Requested Cooperation from Pride Group Holdings Inc., et. al. (collectively, the "Pride Entities") and the Monitor

We are counsel to Alvarez & Marsal Canada Inc., ("**A&M**") in its capacity as Court-appointed manager (the "**Manager**") of the Management Property including, among other things, Remaining Assets secured in favour of the Syndicate Lenders (the "**Syndicate Management Property**"). Capitalized terms not defined in this letter have the meanings ascribed to them in the Amended Syndicate Collateral Management Order dated November 1, 2024 (the "**Collateral Management Order**") or the Wind-Down Liquidity Contribution, Alternative and Turn-Over Order dated October 10, 2024 (the "**Turn-Over Order**").

The Manager was appointed to assist the Syndicate Lenders, and where requested, additional Recourse Lenders, with the collection and management of Remaining Assets pursuant to the Turn-Over Order. The Collateral Management Order requires, and Mr. Justice Osborne's October 19, 2024 endorsement emphasises, the importance of the Monitor's and the Pride Entities' cooperation with the Manager.

On a number of occasions, first, prior to October 17, 2024 in its capacity as financial advisor to the Syndicate Lenders, and subsequently in its capacity as Manager, A&M has raised substantial concerns about the following matters, accompanied by corresponding requests for information and co-operation from the Monitor and the Pride Entities:

1. lease transition delays;
2. the status of unaccounted for and outstanding VINs;
3. the use of corporate vehicles; and
4. material amounts continuing to be held by the Monitor or Pride Entities that are owing to the Syndicate Lenders and are to be remitted to the Manager.

(collectively, the "**Outstanding Requests**").

To date, the inadequacy of the responses to the Outstanding Requests has precluded the Manager from fulfilling its Court-authorized mandate and has been prejudicial to the interests of the Syndicate Lenders. As such, we summarize the status of the issues at hand in the hope that doing so will precipitate a prompt resolution to the Outstanding Requests. This letter sets out in detail the status of the Outstanding Requests and the immediate steps required to move matters forward on an expeditious basis.

A. LEASE TRANSITION DELAYS

Please refer to our letter dated November 5, 2024 for details regarding the Manager's concerns with respect to the proposed termination of lease servicing by the Pride Entities and the lease transition delays.

B. UNACCOUNTED VINS

The Monitor reported in its Eleventh Report dated August 2, 2024,[1] that it had concluded that that the DIP Lenders' Charge and the Syndicate Lenders' pre-filing security interests had been perfected and give Syndicate Lenders priority interests in:

i. 2,607 VINs specifically financed by the Syndicate Lenders ("**Syndicate Financed VINs**"); and

ii. 979 VINs which are:

   a. owned by the Pride Entities; and

   b. are not subject to an asserted interest by any other secured creditors ("**Unencumbered VINs**"),

(together, the "**Syndicate Perfected VINs**").

As discussed at the October 17, 2024 and November 1, 2024 hearings, an extensive number of Syndicate Perfected VINs have been excluded from the specific property on Schedule B to the Collateral Management Order by the Monitor (such excluded Syndicate Perfected VINs being the

[1] Paragraph 41 and Appendix 37 of the Monitor's Eleventh Report.

"**Unaccounted VINs**"). In the absence of substantiation that these Unaccounted VINs were no longer in the possession and control of the Pride Entities as of the date of the Turn-Over Order, they are Syndicate Management Property.

At this time, there are approximately 707 Unaccounted VINs[2] which, according to the Monitor, have been excluded and not made available for turn-over for the following reasons:

i. **284 Sold VINs** — Vehicles sold by the Pride Entities where no funds have been paid to the Syndicate Lenders.

ii. **226 Not-in-Possession VINs** — Vehicles identified by the Pride Entities as no longer in their possession (with no explanation as to how or why this came to be or where they went).

iii. **85 Invalid VINs** — Vehicles listed on the Pride Entities' records (and included in the Monitor's Database) that the Pride Entities and the Monitor have subsequently claimed are "invalid" VINs with no or inadequate explanation.

iv. **63 PGL VINs** — Vehicles not sold as part of the PGL transaction that were or are in use by the PGL Entities.

v. **49 Unpaid Inventory VINs** — Vehicles for which the Pride Entities sought and received floor plan funding from the Syndicate Lenders but where the Pride Entities neither paid the vendor nor repaid the Syndicate Lenders.

Using the average VIN value of the Syndicate Financed VINs ($99,000 per an appraisal prepared by Century Services Corp dated November 1, 2024), as a proxy, the 707 Unaccounted VINs would have an estimated aggregate value of approximately $70 million.

As described in Mr. Justice Osbourne's endorsement dated October 19, 2024, investigations and discussions in respect to these Unaccounted VINs remain ongoing. The Manager appreciates that the Pride Entities' records are far from perfect, but notes that the Monitor has been engaged since January of 2024 (until the March CCAA filing, in an advisory capacity) and has complete access to the Pride Entities' records pursuant to the ARIO. Therefore, the Manager requires the Monitor's assistance with providing a detailed description and accounting of the Unaccounted VINs, on a VIN-by-VIN basis.

For example, with respect to the 284 Sold VINs it is imperative that the Pride Entities and Monitor provide to the Manager details of any sale transactions (such as sale date, purchasing party, sale proceeds and proof of sale) to determine whether and how the Manager can take possession or control of such Syndicate Management Property or Sold VINs' proceeds and what interest or claims the Syndicate Lenders may have in respect of the sale transactions resulting in the VINs becoming Sold VINs/Unaccounted VINs.

The Manager's detailed requirements for each category of Unaccounted VINs are further detailed in Schedule A to this letter.

[2] The Unaccounted VINs were referred to by Mr. Justice Osborne in the October 17, 2024 and November 1, 2024 hearings as "Mystery Vehicles".

As more time passes and the wind-down of the Pride Entities advances, fewer Pride Group employees will be available to answer questions, fewer original records will be readily available, and limitation periods may expire. Given the number of issues raised by the Pride Entities' conduct, the Manager expects that the Monitor's investigation of these matters is well-advanced and the Monitor will be in a position to provide this information in short order.

C. OUTSTANDING VINS

Separate from the Unaccounted VINs, we previously wrote to you on October 21, 2024 about 145 VINs that were included on Schedule B to the Collateral Management Order as Syndicate Management Property but not included in the Turn-Over List (as defined in the letter from counsel for the Pride Entities dated October 16, 2024) summarizing the VINs available for turn-over (the 145 VINs being the "**Outstanding VINs**").

Since that time, the Monitor has provided turn-over information related to 49 of the Outstanding VINs. The Monitor has also advised that 29 of the Outstanding VINs will not be available for turn-over. Those unavailable VINs are now included as Unaccounted VINs described above and in Schedule A.

The Turn-Over Order provides that NCI shall be authorized and empowered to sell any inventory provided that the Recourse Lender has failed to take possession of same by the Turn-Over Outside Dates. The remaining 67 Outstanding VINs (which form part of the Syndicate Management Property) remain in limbo. They are unavailable for turn-over, without explanation, despite several follow-up requests from the Manager. None of the Outstanding VINs should be subject to monetization by NCI.

On October 16, 2024, the Syndicate Lenders funded their required Liquidity Contribution (as defined in the Turn-Over Order) to facilitate the turn-over of Syndicate Management Property, including $670,464 for the 96 Outstanding VINs the Monitor has determined are unavailable for turn-over or are in limbo and as such are not currently being made available for turn-over .

We require details on the status of the 67 Outstanding VINs by November 11, 2024. Reconciliation should be a matter of priority for the Monitor. The Manager cannot take possession of the remaining 67 Outstanding VINs until they are located by the Monitor.

D. CORPORATE VEHICLES

The Manager understands that there are 22 corporate vehicles (the "**Corporate Cars**"), including a number of high-end luxury passenger vehicles, in use by the management of the Pride Entities and members of the Johal family. A list of the Corporate Cars, each of which is a Syndicate Perfected VIN and Syndicate Management Property, is appended hereto as Schedule B.

The Pride Entities ceased remitting lease payments (approximately $40,000 per month) for the Corporate Cars financed by the Syndicate Lenders after April 2024. Subsequent requests by the Syndicate Lenders for lease payments from May through October have not resulted in further payments and received an inadequate response from the Monitor.

A&M as Manager (and prior to A&M's appointment as Manager, in its capacity as financial advisor to the Syndicate Lenders) has repeatedly contacted the Monitor to discuss the Corporate Cars. In each instance, the Manager has sought to understand:

1. who is currently driving the Corporate Cars;
2. why luxury personal vehicles with no apparent business purpose remain in the possession of employees or management;
3. why the Corporate Cars cannot be returned immediately; and
4. when the outstanding lease payments (estimated to be approximately $280,000) will be remitted.

Despite the Manager's efforts, neither the Monitor nor the Pride Entities have provided satisfactory answers. The Monitor has only recently indicated that four of the 22 Corporate Cars are available for turn-over, with no accompanying details to facilitate same, and that the remaining 18 Corporate Cars cannot be turned over until December 2024, with no further explanation.

The current arrangement is prejudicial to the Syndicate Lenders, lacks any legitimate business rationale and is inconsistent with the wind-down of the business. The Manager requires that the Monitor and the Pride Entities arrange for the turn-over of the Corporate Cars and the remittance of the outstanding post-filing lease payments to the Manager by November 11, 2024.

E. OTHER MATERIAL OUTSTANDING AMOUNTS TO BE REMITTED TO THE MANAGER

The Manager requires an update from the Monitor with respect to following material outstanding amounts:[3]

(i) July Lease Payments

Lease payments in respect of Management Property for the month of July 2024 have not been paid to the Syndicate Lenders or the Manager. The Thirteenth Report of the Monitor dated August 2, 2024 (the "**Monitor's Thirteenth Report**") describes the payment procedure agreement (the "**Payment Procedure Agreement**") requiring the Monitor to hold a $10 million DIP advance in a segregated Monitor account ("**Monitor's Segregated Account**") and use such funds in accordance with restrictions requiring that:

1. the Pride Entities top-up the Monitor's Segregated Account by approximately $8.6 million (the "**Payment Procedure Top-Up**"); and
2. the funds in the Monitor's Segregated Account being solely applied to pay certain disbursements specified in the DIP Budget (as outlined in the Monitor's Thirteenth Report), including lease collection payments in the amount of approximately

[3] These outstanding amounts relate to Syndicate Management Property under the Collateral Management Order only and do not include amounts that must be remitted to the Syndicate Lenders as a whole, including but not limited to, equity payments owed on sold vehicles, approximately $7.2 million in sale proceeds in respect of the Bolingbrook transaction and the outstanding interest on the DIP facility, which has not been paid in accordance with the cash flow forecast or wind-down plan.

$4.7 million, of which an estimated $2 million is payable to the Syndicate Lenders ("**July Lease Payments**").

The Pride Entities' cash flow statement contained in the Monitor's Fifteenth Report specifies that the Pride Entities would remit the Payment Procedure Top-Up during the week ending October 25, 2024. On October 25, 2024, the Manager requested that the Monitor provide an update on the status of the Payment Procedure Top-Up; however, no response has been received.

Please provide an update on the status of the Payment Procedure Top-Up and related July Lease Payments by November 11, 2024.

(ii) October Lease Payments

Lease Payment Reports (as defined in the Governance Protocol) were due from the Pride Entities to the Monitor on a bi-weekly basis. All Lease Payment Reports related to October collections are now past due.

By November 11, 2024, please provide an update on the status of the October Lease Payment Reports and associated lease payments in respect of the Management Property.

(iii) Vehicle Sale Proceeds

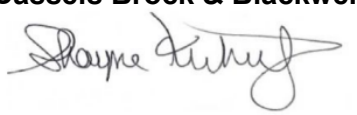
$397,440 is due from the Pride Entities to the Manager in respect of sold vehicles. The Pride Entities advised on October 18, 2024 that such amounts would be paid, but the Monitor intervened to further review the payment; no update has been provided since. We require the remittance of these amounts by November 11, 2024.

F. CONCLUSION

The Manager is looking to continue a constructive and positive working relationship with the Monitor and Pride Entities. We are hopeful that the reasonable and long overdue Outstanding Requests will be satisfied without the need to seek further assistance from the Court. Further, it is imperative that all future requests be addressed in a more timely fashion going forward.

Sincerely,

Cassels Brock & Blackwell LLP



Shayne Kukulowicz
Partner

SK
Encl.

cc to Doug McIntosh, Elese Allin, and Esther Mann, *Alvarez and Marsal Canada Inc.*
dmcintosh@alvarezmarsal.com / eallin@alvareandmarsal.com /
esther.mann@alvarezandmarsal.com

Stuart Brotman and Daniel Richer, *Fasken Martineau DuMoulin LLP*
sbrotman@fasken.com / dricher@fasken.com

Natalie Levine and Matteo Clarkson-Maciel, *Cassel Brock & Blackwell LLP*
nlevine@cassels.com / mclarksonmaciel@cassels.com

Schedule A

Category	Scope	Number of VINs	Information Required
Sold VINs	Vehicles sold by the Pride Entities where no funds were paid to the Syndicate Lenders.	284	• Date of sale • Name of purchaser • Sale price • Copy of bill of sale

Not-in-Possession VINs	Vehicles identified by the Pride Entities as no longer in their possession.	226	• Reason why the asset is no longer in the Pride Entities' possession (on a VIN-by-VIN basis)
			• If customer bought out the lease:
			  ○ Date of buyout
			  ○ Remaining lease receivable as at date of buyout
			  ○ Proceeds from buyout
			  ○ Name of the customer
			  ○ Proof of buyout

Invalid VINs	Vehicles listed on the Pride Entities' records and included in the Monitor's Database which, the Pride Entities and the Monitor have subsequently claimed are "invalid" VINs with no or inadequate explanation.	85	• **If determined to be a typo and another financier has a claim on the corrected VIN** – please provide the corrected VIN and financier claiming an interest • **If the VIN was a string of characters not resembling a VIN** - please confirm the nature of the asset and whether there is a real VIN underlying same
PGL VINs	Vehicles not sold as part of the PGL transaction but that were or are in use by the PGL Entities.	63	• Monitor to confirm whether PGL Entities have paid lease payments for use of the assets post-filing. If so, please remit payment on same, if not, please provide an explanation as to why not • Current location of asset and timing of turn-over
Unpaid Inventory VINs	Vehicles for which the Pride Entities sought and received floor plan funding from the Syndicate Lenders but for which the Pride Entities did not pay the vendor or repay the Syndicate Lenders.	49	• Monitor to confirm whether they have reviewed the Pride Entities' records to determine whether asset indeed is not in Pride Entities' possession and whether title has transferred to the Pride Entities under the applicable contract terms.

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Schedule B

VIN	Make	Model	Year
W1NYC7HJ6PX468101	MERCEDES-BENZ	G63 AMG SUV	2023
SALKP9E71PA074653	LAND ROVER	RANGE ROVER	2023
7SAXCBE55NF353562	TESLA	MODEL X	2022
7SAXCBE60NF341215	TESLA	MODEL X	2022
7SAYGDEE5NF436171	TESLA	MODEL Y	2022
5YJ3E1EB1NF204300	TESLA	MODEL 3	2022
5YJ3E1EB1NF339079	TESLA	MODEL 3	2022
5YJ3E1EB2NF241145	TESLA	MODEL 3	2022
5YJSA1E52NF485735	TESLA	MODEL S	2022
5YJSA1E50NF485345	TESLA	MODEL S	2022
5YJSA1E59NF485523	TESLA	MODEL S	2022
5YJSA1E50NF485734	TESLA	MODEL S	2022
YV4A22PK4N1851380	VOLVO	XC90	2022
1GNSCSKD3PR445602	CHEVROLET	TAHOE	2023
1C4RDJDG5PC656535	DODGE	DURANGO	2023
1C4JJXFG2PW590871	JEEP	WRANGLER	2023
1C6SRFHM1NN427181	RAM	1500	2022
1C6SRFHM9NN439269	RAM	1500	2022
1C6SRFHTXNN347210	RAM	1500	2022
1C6SRFHM3NN476849	RAM	1500 CREW CAB	2022
3TYSZ5AN3PT133658	TOYOTA	TACOMA	2023
3TYSZ5AN7PT127975	TOYOTA	TACOMA 4X4	2023

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Leanne M. Williams
T: 416-304-0060
E: lwilliams@tgf.ca
File No. 2267-001

November 28, 2024

VIA EMAIL

CASSELS BROCK & BLACKWELL LLP
40 Temperance Street, Suite 3200
Toronto ON M5H 0B4

Attention: Shayne Kukulowicz

Dear Counsel:

Re: In the Matter of Pride Group Holdings Inc., Court File No. CV-24-00717340-00CL

We write in response to your letters dated November 7, 2024 (the "**Letter**") and November 9, 2024. We also refer to our email dated November 10, 2024, in which we provided preliminary responses to such letters, and the responding email from Natalie Levine dated November 12, 2024. Any capitalized terms not defined herein have the meanings given to them in the Letter, and the headings below correspond with those in the Letter.

A. Lease Transition Delays

As you are aware, the Pride Entities, CRO and Monitor have agreed to extend the Outside Date in respect of the turn-over of the Leasebooks, upon request from the Manager. In any event, we dispute the statement in your letter dated November 9, 2024 that the transition of the Leasebooks to the Manager was delayed as a result of actions taken by, and incomplete information provided by, the Pride Entities.

The Pride Entities, in consultation with the Monitor, have been diligently working with its third party service provider, Casitron, to transition the Leasebooks to the Syndicate Lenders for the past two months, and was advised by Casitron that the portfolio was completely configured by October 7, 2024. Following that date, the Syndicate's replacement servicer requested additional data that was beyond the typical permission and access provided by Casitron, and the parties worked diligently to transfer the additional information requested. The parties continue to diligently work together to ensure a seamless turn-over of the Leasebooks by the extended Outside Date.

B. Unaccounted VINs

The Letter indicates that there are approximately 707 Unaccounted VINs, which were not available for turn-over for various reasons. The list of VINs were not provided with your letter, however, the Monitor has suspected this referred to the breakdown of VINs referred in the email sent to you on October 17, 2024 from the Monitor with respect to Schedule B of the Collateral Manager Order. If there are additional VINs, that are not included, please provide us with the specific VINs in question. The Monitor has worked closely with the Pride Entities to gather information on the status of the Unaccounted VINs.

Enclosed at Schedule "A" is a listing of 728 Unaccounted VINs, which have been broken down into the following categories and descriptions:

21 Category 1 VINs (Already on Schedule "B"): There were 19 incorrect VINs that were proposed to added on Schedule "B". The correct VINs are listed on Column "C". As you will see, the correct VINs reflected on Column "C" are already on Schedule "B". There are also 2 VINs that were subsequently located and have already been added on Schedule "B".

423 Category 2 VINs (Sold/Insurance/EOT/Early Payoff): These VINs were either sold, subject to an insurance claim, subject to an end of term, or subject to an early payoff. Payout dates and statuses of remittance have been provided where available. 202 were pre-filing and 221 were post-filing. Any additional information in respect of these VINs will be provided as it becomes available.

22 Category 3 VINs (Other Lenders): The Pride Entities provided correct VINs on Column "C", along with the financier that asserts a claim.

6 Category 4 VINs (Serviced by another Lender): The Pride Entities have advised that these VINs are subject to performing leases which the Pride Entities believe are being serviced by Mitsubishi.

50 Category 5 VINs (PGL): These VINs were assets of Pride Group Logistics. All but two of these VINs were sold as part of the sale transaction. Of the two not part of the transaction, one cannot be located and the other is pending closing adjustments to determine if it will be ultimately included in the transaction.

171 Category 6 VINs (Pride Does Not Own): These are VINs that the Pride Entities do not own. In most situations, the deal to purchase the vehicles were cancelled or were not completed. Only one (1) VIN has been located on a Pride Entity yard but does not belong to any Pride Entity.

27 Category 7 VINs (Not Vehicles): These are not vehicle VINS and have been noted as IT assets, other non-trucking equipment or invalid VINs.

4 Category 8 VINs (MCV - Pending Resolution): The correct VINs were provided in Column "C". These VINs remain subject to an MCV resolution.

4 Category 9 (Can be moved to Schedule B): After further review, these have been identified as vehicle or leases that can be turned over to the Manager.

C. Outstanding VINs

In the email from Esther Mann dated November 20, 2024, we were advised that there are now 34 Outstanding VINs (which is reduced from the 145 VINs referenced in the Letter). We were further provided with 246 VINs in which the Manager does not have any turnover data (which Ms. Mann has advised is in addition to the Unaccounted VINs above).

With respect to the 34 Outstanding VINs, the email did not have VINs listed, but only stated "No Back Funder Inventory". Therefore, it is difficult to locate the issue without further context or information. Please provide the VINs for these 34 Outstanding VINs. It is our understanding that all data tape information has been provided, but with the extension provided for the Turn-Over Date, the Pride Entities, in consultation with the Monitor, are reviewing this VIN listing and will provide further information as it becomes available if there is an issue with transitioning servicing of these VINs.

D. Corporate Vehicles

As confirmed in our email dated November 10, 2024, the outstanding lease payments in respect of the Corporate Cars has been remitted.

Further, the Corporate Cars form part of the respective employees' total compensation package and the continued use of the vehicles is required until those employees are terminated or resign (which is expected to take place by the end of December 2024). In some instances, these employees are Key Personnel that are entitled to receive additional compensation pursuant to the Key Employee Retention Plan, as approved by this Court on October 10, 2024. As previously mentioned, certain employees have put forward offers to buy-out the respective Corporate Cars.

Schedule "B" enclosed hereto, which is being provided to you on a confidential basis as it includes employee information, sets out the following information in respect of the Corporate Cars:

1. Serial number and description;
2. Back-funder (based on the records of the Pride Entities);
3. Notations where certain vehicles are no longer being utilized and are available for pick up. These Corporate Cars were included in the location listing provided to the Manager on November 8, 2024;
4. Current User and whether such user is a Johal family member; and
5. Buy-out offer details.

With respect to those Corporate Cars in which a buyout offer and amount is noted, please advise whether the Manager is agreeable to the sale of such car in the amount set out.

Schedule "B" also responds to specific information requested by the Manager with respect to additional VINs that no longer constitute Corporate Cars.

E. Other Outstanding Amounts

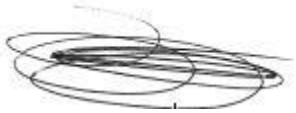
In our email dated November 10, 2024, we provided responses to the inquiries regarding the July and October lease payments.

With respect to the sold VINs resulting in sale proceeds in the amount of $397,440, these amounts are subject to the Payment Procedure Agreement. As confirmed to the Manager via email on November 26, 2024, the Pride Entities and the Monitor completed the reconciliation of the actuals required to be paid into the segregated account pursuant to the Payment Procedure Agreement. The Monitor has advised that it intends to remit these sale proceeds early next week.

We trust that the above responses are satisfactory. Please let us know if you have further inquiries.

Yours truly,

Thornton Grout Finnigan LLP



Leanne M. Williams

LMW/RAN

cc: Pam Huff, Kelly Bourassa and Kevin Wu, *Blake, Cassels & Graydon LLP*

APPENDIX "C"

Court File No. CV-24-00717340-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c., C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. and those Applicants listed on Schedule "A" hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

AFFIDAVIT OF DOUGLAS MCINTOSH
(Sworn November 10, 2025)

1. I, Douglas McIntosh, of the City of Markham, in the Province of Ontario, **MAKE OATH AND SAY:**

2. I am the President of Alvarez & Marsal Canada Inc. ("**A&M**"). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.

3. On October 17, 2024 (the "**Appointment Date**"), the Court granted an Order (as amended from time to time, the "**Collateral Management Order**") appointing A&M as the Court-appointed collateral manager (the "**Manager**") over the Management Property (as defined in the Collateral Management Order). The Manager retained Cassels Brock & Blackwell LLP as its counsel in these proceedings.

4. Pursuant to paragraph 23 of the Collateral Management Order, the Manager and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the Appointment Date as part of the

costs of these proceedings. Pursuant to paragraph 24 of the Collateral Management Order, the Manager and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Manager and its legal counsel are referred to the Court.

5. Attached hereto as **Exhibit "A**" are copies of the accounts rendered by A&M in respect of these proceedings (the "**A&M Accounts**") for the period between the Appointment Date and September 13, 2025, inclusive (the "**Application Period**").

6. Attached hereto as **Exhibit "B"** is a schedule summarizing the A&M Accounts in respect of the Application Period. As shown in the summary, A&M incurred fees and disbursements during the Application Period totalling $3,601,136.49, comprised of fees of $3,128,406.50, disbursements of $58,439.91, primarily for setup costs relating to the engagement of Integrated Financial Technologies to service leases included within the Management Property and courier charges, and HST of $414,290.08.

7. Attached hereto as **Exhibit "C"** is a summary of the standard hourly rates of the A&M personnel involved in this matter during the Application Period, the hours worked by each such individual, and the average hourly rates for the file. As shown in the summary, A&M expended a total of 5,498.7 hours in connection with this matter during the Application Period, at an average hourly rate of $568.94.

8. The activities undertaken and services provided by A&M in connection with these proceedings are described in the reports filed by A&M in these proceedings.

9. To the best of my knowledge, the rates charged by A&M during the Application Period are comparable to the rates charged by A&M for services rendered in similar proceedings. A&M has

had the rates of various professionals approved by this Court in respect of similar services provided in a number of insolvency and restructuring files.

10. This Affidavit is sworn in connection with a motion by the Manager for the approval of the fees and disbursements of the Manager and its legal counsel and for no improper purpose.

SWORN BEFORE ME over videoconference by Douglas McIntosh stated as being located in the City of Markham in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on November 10, 2025, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely

A Commissioner for taking affidavits
Name: Eva-Louise A.A. Hyderman
LSO#: 90084W

DOUGLAS MCINTOSH

SCHEDULE "A"

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.

- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.
- BLOCK 6 HOLDING INC.

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.

- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C. ADDITIONAL STAY PARTIES

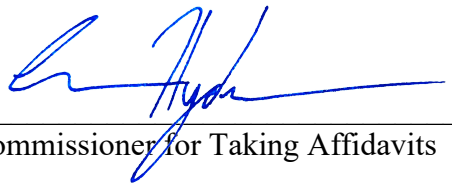
Canadian Additional Stay Parties

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

This is Exhibit “A” referred to in the affidavit of Douglas Mcintosh, affirmed before me by videoconference on November 10, 2025, in accordance with O. Reg. 431/20. The affiant was located in the City of Markham in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



Commissioner for Taking Affidavits

Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

December 2, 2024

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #1 (850965A and B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period to November 2, 2024.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	8.9	$1,250	$11,125.00
H. Tanwar, Senior Director	1.2	$880	1,056.00
E. Allin, Senior Director	77.0	$850	65,450.00
E. Mann, Director	87.9	$675	59,332.50
J. Doddrell, Associate	80.4	$480	38,592.00
B. Wei, Analyst	100.6	$365	36,719.00
	356.0		$212,274.50
Add: Out of pocket expenses – Integrated Financial Technologies re Lease Servicing Set Up Costs			50,000.00
			$262,274.50
Add: HST @ 13%			34,095.69
TOTAL INVOICE			**$296,370.19**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #1 (850965A and B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – to November 2, 2024

D. McIntosh		**Hrs.**
Oct 18	Preparation and attendance on a call with Manager counsel, Cassels Brock Blackwell LLP ("Cassels") re: asset turnover mechanics issues and case background; and internal call re: same.	1.5
Oct 24	Review/execute consignment agreements with five dealerships (the "Dealership Network"); and address RBC bi-lateral vehicle issues.	1.5
Oct 30	Internal discussions re: draft memo for Cassels re: outstanding information requests with the Company/Monitor ("Outstanding Requests Memo"); review and provision of comments re: same; and follow-up internal call re: same.	3.4
Oct 31	Consideration of RBC bi-lateral inclusion; review of draft amended Collateral Management Order, issued November 1, 2024 (the "Amended CMO").	1.7
Nov 1	Internal discussions re: various matters.	0.8
TOTAL – D. McIntosh		**8.9 hrs.**

H. Tanwar		**Hrs.**
Oct 22	Internal discussions and review of contracts and providing recommendations and US sales tax call.	0.5
Oct 28	Internal meeting to discuss GST/HST implications; invoice requirements and tax rates.	0.7
TOTAL – H. Tanwar		**1.2 hrs.**

E. Allin		**Hrs.**
Oct 20	Correspond with Dealership Network.	1.0

Oct 21	Attend calls and various correspondence with Dealership Network re: execution of consignment agreements and go forward logistics; correspond with Tiger Group Capital LLC ("**Tiger**") re: execution of sale agreement and go-forward logistics; correspond with Integrated Financial Technologies Inc. ("IFT") re: transition of leases; correspond with the Pride Group Entities (the "Company") and the Monitor re: transition of leases to IFT; correspond with Cassels re: finalization of agreements with Dealership Network and Tiger, required vehicle registrations, lien and title issues, and other related matters; correspond with US counsel Chapman and Cutler LLP ("Chapman") re Tiger bond; and participate in various correspondence and internal discussions re: "Management Property" as defined in the Syndicate Collateral Management Order dated October 17, 2024 ("CMO") and related matters.	7.5
Oct 22	Attend calls and various correspondence with Dealership Network and Tiger re: execution of agreements, scheduling of vehicle pickups and other go forward logistics; attend call with IFT re: lease transition; attend call and various correspondence with Cassels re: finalization of agreements with Dealership Network and Tiger, among other things; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Oct 23	Attend calls and various correspondence with Dealership Network and Tiger re: execution of agreements, scheduling of vehicle pickups and other go forward logistics; attend call with Cassels re: vehicle registrations and various correspondence with respect to same; attend call with IFT re: lease transition; attend call with the Company and Monitor re: vehicle turn-over logistics; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Oct 24	Attend calls and various correspondence with Dealership Network and Tiger re: execution of agreements, scheduling of vehicle pickups and other go forward logistics; correspond with Cassels re: vehicle registrations; attend call with BMO Harris re: bank accounts; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Oct 25	Attend calls and various correspondence with Dealership Network and Tiger re: execution of agreements, scheduling of vehicle pickups and other go forward logistics; attend call with the Monitor re: transition of leases to IFT; attend call with Cassels and various correspondence re: vehicle registrations; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Oct 26	Correspond with Dealership Network.	0.5

Oct 27	Review Company counsel correspondence regarding updated pickup list; review Amended CMO; and internal discussions re: Management Property and related matters.	0.5
Oct 28	Review various correspondence with Dealership Network re go-forward logistics; correspond with Cassels re: Amended CMO; attend call with RBC re: bank account for lease collections; attend call with auctioneer re: corporate vehicles; attend call with IFT re: lease transition; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Oct 29	Review various correspondence with Company and Dealership Network re: vehicle pickups; correspond with Cassels re: CMO and Tiger agreement, among other things; draft Outstanding Requests Memo; correspond with IFT re: lease transition; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Oct 30	Review various correspondence with Company and Dealership Network re: vehicle pickups; draft Outstanding Requests Memo and correspondence with Cassels with respect to same, among other matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Oct 31	Review various correspondence with Company and Dealership Network re: vehicle pickup; draft Outstanding Requests Memo and correspondence with Cassels with respect to same, among other matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Nov 1	Review various correspondence with Company and Dealership Network re: vehicle pickups; draft Outstanding Requests Memo and correspondence with Cassels with respect to same, among other things; attend call with Agent re: minimum selling prices; attend call with Century Services Corp. (“Century”) with respect to same; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 2	Review various correspondence with Company and Dealership Network re: vehicle pickups; review letter to Lenders regarding Casitron from Company’s counsel dated November 2, 2024; and internal discussions re: minimum selling prices.	1.5
TOTAL – E. Allin		**77.0 hrs.**

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – to November 2, 2024

E. Mann		**Hrs.**
Oct 20	Review endorsement of the CMO; correspondence with Cassels in respect of turnover issues.	0.8
Oct 21	Review Letter to Monitor in respect of VINs not made available for pickup (the "Outstanding VINs"); correspondence with the Monitor re: Outstanding VINs; correspondence with the Monitor re: corporate vehicles; internal discussions with H. Tanwar regarding sales tax; correspondence with the Monitor re: sales tax; arrange for opening of trust accounts; correspondence with the Company re: pickup logistics; correspondence with IFT and the Company re: lease transition; attend to Dealership Network matters re: finalizing the consignment agreements; track vehicles held at repair shops; attend various calls with Cassels re: file matters, including title and lien related matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0
Oct 22	Attend various calls re: finalizing the Dealership Network and Tiger agreements; various correspondence re: pickup logistics; preparation of template forms as required by the Monitor; review Tiger bond form; attend call with Company and IFT re: lease transition; correspondence with the Company re: payment of unencumbered vehicle sales; attend various calls with Cassels re: file matters; attend to insurance matters; review template tracker for vehicle pickups; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.7
Oct 23	Review correspondence from the Monitor re: Outstanding VINs; correspondence with the Monitor re: sales tax; attend call with Cassels re: the Tiger agreement; discussions with the Company to arrange for pickup of abandoned units; attend various calls with the Dealership Network re: consignment agreements; attend call with IFT re: lease transition; attend call with the Monitor and Company re: pickup logistics; attend call with Cassels re: vehicle registrations; preparation of template forms as required by the Monitor; discussions with the Company re: lease transition; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Oct 24	Correspondence with the Company re: vehicle pickups; review vehicle pickup tracker; attend to matters re: abandoned vehicles; attend call with BMO Harris re: USD bank account for lease transitioning; attend to various vehicle scheduling matters; correspondence with the Monitor and Company re: proceeds on sold units; discussions with the Company re: towing costs; correspondence with the Company re: insurance matters; attend to Dealership Network matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.7

Oct 25	Attend calls with the Dealership Network regarding scheduling matters; attend to various vehicle scheduling matters; attend call with Cassels re: RSLA liens; correspondence with the Monitor re: corporate vehicles; correspondence with the Monitor re: Schedule B updates; discussions with Cassels re: PPSA registrations against the Dealership Network; attend to insurance matters; attend call with the Monitor re: lease transition matters; attend call with Monitor's counsel re: pickup matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Oct 27	Review Company counsel correspondence regarding updated pickup list; review Amended CMO; and internal discussions re: Management Property and related matters.	2.5
Oct 28	Correspondence with the Monitor re: sold unencumbered units; discussions with Cassels re: amended CMO; discussions with RBC re: bank account for lease collections; attend call with IFT re: lease transitions; correspondence with Daimler regarding Dealership Network PPSA registrations; correspondence with the Monitor re: Outstanding VINs; attend to insurance matters; attend to various vehicle scheduling matters; correspondence with Monitor and Monitor's counsel regarding amendments to Schedule B of the CMO; attend to lease transition matters and discussions with Cassels re: lease transition roadblocks; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.2
Oct 29	Attend to matters re: the Dealership Network; correspondence with Monitor regarding various outstanding matters, including corporate vehicles, outstanding lease payments and unpaid sale proceeds; attend to matters re: trust accounts; internal discussions regarding potential Manager borrowings; correspondence with the Monitor re: sales tax; review amendments to Dealership Network agreements; prepare Outstanding Requests Memo; attend to scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Oct 30	Attend call with Cassels re: Outstanding Requests Memo; correspondence with Monitor and Monitor's counsel regarding amendments to Schedule B of the CMO; attend to matters re: abandoned units; correspondence with IFT re: lease transition matters; correspondence with Tiger regarding pickup logistics; attend to scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0

Oct 31	Review proposed RBC additions to Management Property; attend call with Tiger re: pickup logistics; correspondence with Monitor and Monitor's counsel regarding amendments to Schedule B of the CMO; attend to insurance matters; review draft Amended CMO; attend to scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Nov 1	Attend Court hearing re: Amended CMO; review schedules to Amended CMO; attend to matters re: abandoned units; discussions re: voluntary surrender unit; review of RBC Bilat lease portfolio; discussions with Cassels re: Outstanding Requests Memo; correspondence with the Company re: proceeds on sold units; requests to Monitor to provide updates on sale proceeds and Outstanding VINs; attend to scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Nov 2	Attend to insurance matters; review dealership tracker; review letter to Lenders regarding Casitron from Company's counsel dated November 2, 2024; review lien tracker and correspondence with Cassels on same; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
TOTAL – E. Mann		**87.9 hrs.**

J. Doddrell		**Hrs.**
Oct 21	Review Company corporate vehicle listing and reach out to auctioneers to discuss a monetization plan for same; attend various calls with the Dealership Network to discuss the planning of unit pickup and tracking of units post pickup; create consignment agreement schedules; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.9
Oct 22	Create VIN trackers for the Dealership Network; attend various calls with the Dealership Network to discuss next steps and discuss capacity and availability to pickup units; correspond with the Company re: pickup logistics; attend call with Cassels to discuss what is required in relation to title and lien searches; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.9

Oct 23	Review of initial data provided to IFT by the Company and attend call with IFT to discuss same; attend various calls with the Dealership Network to co-ordinate pickup availability; attend call with the Monitor to discuss the process of pickup and required documentation; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.1
Oct 24	Draft and submit insurance documentation to FCA Insurance for units due to be picked up; co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network on their availability to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with issues during pickup; update of various trackers to reflect VIN collection status for each unit; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.8
Oct 25	Update of consignment agreements to reflect updated schedule of units available for pickup received from Company counsel; attend call with the Monitor re: lease transition matters; attend various calls with the Dealership Network to arrange for meetings to discuss the process for tracking units and coordinating of unit pickups; attend call with FCA Insurance re: the process for adding new units to the policy; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.1
Oct 27	Draft of authorization documents for the Company to release assets to Tiger.	0.3
Oct 28	Attend various calls with prospective auctioneers in relation to a corporate vehicle monetization strategy; co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network on their availability to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with issues during pickup; update of various trackers to reflect VIN collection status for each unit; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.9

Oct 29	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network on their availability to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with issues during pickup; update of various trackers to reflect VIN collection status for each unit; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.8
Oct 30	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network on their availability to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with issues during pickup; update of various trackers to reflect VIN collection status for each unit; preparation of amendments to the consignment agreements to reflect new units provided; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Oct 31	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network on their availability to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with issues during pickup; update of various trackers to reflect VIN collection status for each unit; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.1
Nov 1	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network on their availability to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with issues during pickup; update of various trackers to reflect VIN collection status for each unit; review of updated Schedule B of the CMO; review of lease data access provided to IFT; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0

Nov 2	Internal discussions on upcoming scheduling of unit pickups, review of lien tracker and Dealership Network VIN trackers; prepare letters of authorization for upcoming unconfirmed pickups; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.4

TOTAL – J. Doddrell **80.4 hrs.**

B. Wei **Hrs.**

Oct 21	Develop invoice template for unit sales by Dealership Network; facilitate a shared drive for the Dealership Network; develop various VIN trackers for the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Oct 22	Develop letter of authorization template for dealership pickups; adjust invoice template; develop various VIN trackers for the Dealership Network and internal discussions on same; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.5
Oct 23	Update VIN tracker template; amend letter of authorization; attend call with the Company to arrange for pickup of abandoned units; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.2
Oct 24	Update VIN tracker for daily activity; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with repair shops and impound lots to inquire about location and vehicle condition of abandoned units; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.4
Oct 25	Update VIN tracker for daily activity; attend calls with repair shops and impound lots to inquire about location and status of abandoned units; collect and organize information re: outstanding invoices and vehicle condition for abandoned units; attend calls with the Dealership Network in respect of pickup logistics; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.0
Oct 27	Review updated pickup list from Company counsel and summarize updates.	1.3

Oct 28	Update VIN tracker for daily activity; attend calls with the Dealership Network to discuss pickup logistics; determine additional units to be scheduled for pickup based on revised pickup list; internal discussion about tax implications for unit sales and updating VIN tracker for same; update Dealership Network shared drive; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.9
Oct 29	Update VIN tracker for daily activity; attend call with prospective purchaser and discussions internally on same; attend call with the Company in respect of abandoned units; prepare insurance forms; update Dealership Network shared drive and attend calls with the Dealership Network in respect of same; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.8
Oct 30	Update VIN tracker for daily activity; update Dealership Network shared drive and attend calls with the Dealership Network in respect of same; prepare insurance change form; develop and update tracker in respect of abandoned units; attend calls with repair shops and impound lots to inquire about location and condition of abandoned units; correspond with Company and Monitor re: payment of outstanding invoices on abandoned vehicles; review documents uploaded by the Dealership Network onto the shared site; develop lien search tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.1
Oct 31	Update VIN tracker for daily activity; attend to various abandoned units matters; prepare insurance change form; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with repair shops and impound lots to gather information about condition and status of abandoned units; attend call with Tiger to discuss co-ordination of pickups; update Dealership Network shared drive; review lien search from Dealership Network and update lien search tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	14.6
Nov 1	Follow-up with repair shops and impound lots regarding proof of possession and outstanding invoices; review condition reports uploaded by the Dealership Network; prepare authorization documents for the Company to release assets to the Dealership Network; upload pickup documentation to corresponding VIN folder on shared drive; coordinate meetings with vehicle auctioneers; prepare insurance change form; update Dealership Network shared drive; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2

Nov 2	Review updated pickup list from Company counsel and summarize updates; review lien searches and identify potential issues; build template to track condition reports received from dealers; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.6

TOTAL – B. Wei **100.6 hrs.**

Alvarez & Marsal Canada Inc.
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December 16, 2024

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #2 (850965A and B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period November 3 to 23, 2024.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	26.6	$1,250	$33,250.00
H. Tanwar, Senior Director	4.0	$880	3,520.00
E. Allin, Senior Director	103.5	$850	87,975.00
E. Mann, Director	139.7	$675	94,297.50
J. Doddrell, Associate	125.9	$480	60,432.00
B. Wei, Analyst	166.9	$365	60,918.50
	566.6		$340,393.00
Add: HST @ 13%			44,251.09
TOTAL INVOICE			**$384,644.09**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #2 (850965A and B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – November 3 to 23, 2024

D. McIntosh		**Hrs.**
Nov 4	Preparation and attendance on a call re: letter to TGF/Blakes; follow-up call re: same; preparation and attendance at Lender syndicate call; draft agenda re: same.	2.0
Nov 5	Internal discussions re: lease service termination letter; calls with RBC; review/execute updated IFT agreement; review revised lease service letter.	3.8
Nov 6	Review/draft extended letter to TGF/Blakes; internal discussions re: numerous CM matters.	3.5
Nov 7	Call with Cassels/Fasken re: letter to TGF/Blakes; review various iterations of same; call with RBC/Fasken re: Bennington/other MCVs re: same; review Pride motion materials; internal discussions re: above.	4.2
Nov 8	Preparation and attendance on a call with Cassels/Fasken re: various iterations of extended letter to TGF/Blakes; call with Cassels re: same; call with RBC re: same; review Pride motion materials.	4.1
Nov 9	Review revised draft letter to TGF/Blakes; review comments of counsel re: same; review Monitor's Report.	2.4
Nov 12	Review Monitor's Supplementary Report; draft agenda for Lender call; preparation and attendance at a call with RBC re: same; review various correspondence.	3.5
Nov 13	Review draft letter to TGF from Fasken and provision of comments re: same; preparation and attendance at Court hearing.	1.7
Nov 15	Internal discussions re: vehicle/lease transfer issues.	0.7
Nov 20	Internal discussions re: operational matters.	0.7
TOTAL – D. McIntosh		**26.6 hrs.**

H. Tanwar		**Hrs.**
Nov 4	Call with the Monitor re: sales taxes and review of receivership rules.	1.0
Nov 6	Review Court Orders to analyze applicability of S.183/266 ETA and internal discussions with respect to same.	2.0
Nov 7	Review Court Orders to analyze applicability of S.183/266 ETA and internal discussions with respect to same.	0.5

Nov 18	Call with the Monitor re: sales taxes.	0.5
TOTAL – H. Tanwar		**4.0 hrs.**

E. Allin		**Hrs.**
Nov 3	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; draft letter to the Company/Monitor re: outstanding requests; and review of IFT statement of work.	2.0
Nov 4	Review various correspondence with the Company and the Dealership Network re: vehicle pick-ups; review and comment on draft letter to counsel of the Company/Monitor re: Turn-Over Outside Date Compliance ("November 5 Letter") and correspond with Cassels with respect to same, among other things; attend call with RBC re: opening bank accounts; attend call with the Monitor, Monitor counsel, Company counsel and Cassels re: treatment of sales taxes; attend call with the Monitor re: lease transition; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.5
Nov 5	Review various correspondence with the Company and the Dealership Network with respect to vehicle pick-ups; review and comment on November 5 Letter and correspond with Cassels with respect to same, among other things; attend call with IFT re: lease transition; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Nov 6	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; review and comment on draft letter from Cassels to counsel of the Company/Monitor re: Requested Co-Operation ("November 7 Letter") and participate in various correspondence with Cassels with respect to same; attend call with Tiger with respect to vehicle pick-ups, among other things; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 7	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; review and comment on various drafts of November 7 Letter and participate in various calls and correspondence with Cassels, Fasken and the Agent with respect to same; attend call with the Company with respect to US lease and title documents; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5

Nov 8	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; review and comment on draft letter to counsel of the Company/Monitor re: leasebook transition ("November 9 Letter") and attend various calls and participate in various correspondence with Cassels, Fasken and the Agent with respect to same; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Nov 9	Review and comment on various iterations of November 9 Letter and participate in various correspondence with Cassels and Fasken with respect to same; and review Monitor's Seventeenth Report.	2.0
Nov 10	Review various correspondence with respect to Management Property.	0.5
Nov 11	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; attend call with Cassels re: lease transition and next steps and correspond re: RSLA liens among other matters; review response to the November 7 Letter; preparation for and attendance on call with the Company, Monitor and their respective counsel re: lease transition deadline; attend call with A&M US re: US bank accounts; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Nov 12	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; attend call with Cassels with respect to various Manager Property matters; attend call with Dealership Network re: status update on vehicle pick-ups; attend call with IFT re: lease transition; correspond with the Company/Monitor with respect to lease transition and title documents; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 13	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; preparation for and attendance at CCAA Court hearing; attend call with Cassels re: title documents; attend call with A&M US re: US bank accounts; attend call with insurance broker re: vehicle coverage; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Nov 14	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; participate in various correspondence with the Monitor re title documents; review Letter to Recourse Letters re: Leasebook Transfer dated November 14, 2024; attend to vehicle monetization matters; participate in various correspondence and internal discussions re: Management Property and related matters.	5.0

Nov 15	Review various correspondence with Company and Dealership Network re: vehicle pick-ups; preparation and attendance on call with the Company, Monitor and IFT re: lease transition; attend call with Dealership Network re: sales update; attend call with Century re: proposed offers and minimum selling prices; attend call re: insurance; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 18	Attend various calls with Dealership Network re: sales update; attend call with the Company and Monitor and their respective counsels re: HST; attend call with alternative US bank re: account opening; attend call with the Agent re: various Management Property matters; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 19	Attend various calls with Dealership Network re: sales update; attend call with the Company re: leasebook transition; attend call with alternate US bank re: account opening; attend call with the Agent re: sale approval process and draft process memo with respect to same; participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Nov 20	Attend calls with Cassels re: various Management Property matters, including lien release and title transfer process; participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Nov 21	Attend calls with the Monitor re: outstanding payments, among other things; attend various calls with insurance brokers; review invoice template; attend to vehicle monetization matters; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 22	Attend calls with Cassels re: auctioneer agreement, among other things; attend to insurance matters; attend to vehicle monetization matters; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
TOTAL – E. Allin		**103.5 hrs.**

E. Mann		**Hrs.**
Nov 3	Review draft letter to Company and Monitor with respect to outstanding requests; review condition tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0

Nov 4	Attend to insurance matters; attend to abandoned vehicle matters and correspondence with Cassels on same; review draft of November 5 Letter and prepare updates to same; attend call with RBC with respect to bank accounts; attend call with the Monitor, Monitor counsel, Company counsel and Cassels with respect to sales tax; attend to vehicle liens and title matters; correspondence with the Company with respect to sale proceeds; correspondence with Monitor and Monitor's counsel regarding amendments to Schedule B of the CMO; attend call with Monitor's counsel regarding amendments to Schedule B of the CMO; attend to lease transitioning matters; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	12.7
Nov 5	Attend call with Cassels with respect to November 5 Letter and review drafts of same; review lease of surrendered unit; correspondence with the Company regarding physical backup of leases; attend to insurance matters; review lease reports; correspondence with the Dealership Network with respect to costs of pick-up; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.5
Nov 6	Review condition reports prepared by the Dealership Network; prepare updates to the November 7 Letter and correspondence with Cassels on same; correspondence with the Company re: lease copies; review payments out of trust account; correspondence with Monitor and Monitor's counsel regarding amendments to Schedule B of the CMO; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.7
Nov 7	Review and comment on various drafts of November 7 Letter and participate in various calls and correspondence with Cassels, Fasken and the Agent with respect to same; attend to corporate vehicle matters; review lease book data tapes prepared by the Monitor and Company and correspondence from the Monitor regarding same; attend call with the Company regarding US leases and title documents; attend call with the Company regarding lien releases; correspondence with Monitor and Monitor's counsel regarding amendments to Schedule B of the CMO; review draft November 9 Letter; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	13.5

Nov 8	Attend calls with Cassels, Faskens, and the Agent regarding the November 9 Letter; correspondence with the Company with respect to lease proceeds; correspondence with the Company with regards to lease pick-up; review draft correspondence to the Monitor with respect to liens and discussions with Cassels regarding same; correspondence to the Monitor regarding title documents; review drafts of the November 9 Letter and comments on same; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 9	Prepare update on Outstanding VINs; review drafts of the November 9 Letter and comments on same; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.7
Nov 11	Review lease payments; review response to the November 7 Letter; Review letter to the Monitor re: RSLA lien protocols; attend to call with Monitor and Company re: lease transition; attend to abandoned vehicle matters; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.5
Nov 12	Attend call with Cassels regarding title matters; attend to lease transition matters, including corresponding with the Monitor as to timing of scheduling; correspondence with the Monitor re: updates to Schedule B of the CMO; review insurance amendment forms; attend to abandoned vehicle matters; attend to vehicle pick-up scheduling matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Nov 13	Correspondence with Tiger and the Dealership Network regarding title transfer; attend call with FCA re: insurance policy; review lease turnover lists; attend Court hearing; attend to vehicle pick-up scheduling matters; review wire requests; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.8

Nov 14	Review updated pick-up lists; attend call with customer re: lease buyout; review wire requests; correspondence with the Agent and Cassels regarding corporate vehicle monetization; correspondence with RBC regarding Canadian account activation; review Letter to Recourse Letters re: Leasebook Transfer dated November 14, 2024; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Nov 15	Correspondence with the Monitor re: title issues; correspondence with the Agent and counsel regarding insurance matters; attend call with the Monitor and Company regarding lease transition updates; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Nov 18	Attend call with insurance broker; correspondence with TGF and Cassels regarding title matters re: potential sale; attend update call with the Agent re: file updates; correspondence with the Company re: lease transition; correspondence with the Monitor regarding lease buyouts; correspondence with Tiger regarding abandoned units; review updated lease transition listing; correspondence with TGF regarding corporate vehicle; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.5
Nov 19	Attend call with the Company re: lease transition; correspondence with FCA regarding insurance matters; review draft power of attorney; coordinate pick-up of title with Company; review updated pick-up list; correspondence with TGF regarding corporate vehicles; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.5
Nov 20	Correspondence with the Company regarding US titles; attend call with Cassels re: title and repair waiver; correspondence with the Company regarding lease buyout; prepare response to TGF regarding units missing turnover information; correspondence with Tiger regarding US plates; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5

Nov 21	Correspondence with the Monitor re: lien releases; correspondence with the Monitor regarding a waiver for repairs; attend call with insurance broker regarding an alternative policy; review vendor release forms; correspondence with the Monitor re: sales taxes; review invoice template; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.3
Nov 22	Review updated pick-up list; attend to lease buyout matters; attend to abandoned vehicle matters; attend calls with FCA regarding insurance matters; attend call with Cassels to review draft agreement with corporate vehicle auctioneer; correspondence with the Monitor regarding sales tax matters; attend to titling matters; review wire requests; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
TOTAL – E. Mann		**139.7 hrs.**

J. Doddrell		**Hrs.**
Nov 3	Draft of VIN schedule tracker; prepare amendments to consignment agreements to reflect new units available for pick-up; update of unit collection timeline; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.2
Nov 4	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network re: pick-up of units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company to assist with pick-up issues; update of various trackers to reflect VIN collection status; internal discussion with respect to treatment of sales tax; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.9

Nov 5	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status; attend call with a prospective auctioneer to discuss monetization of corporate vehicles; gather lease information for voluntary surrender of unit in the US; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.6
Nov 6	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status; review of unaccounted VINs not included on Schedule B of the CMO; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.3
Nov 7	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status; review unit pick-ups to date and re-schedule units not collected; analysis and review of lease portfolio data tape's provided by the Company; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Nov 8	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status; upload condition reports received to shared folders with the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Nov 10	Provide schedule forms to the Dealership Network.	0.5

Nov 11	Review of lease data turned over to IFT by the Company; attend various calls with the Dealership Network to discuss unit pick-ups and tracking of units post pick-up; review of auctioneer proposals to date for corporate vehicle monetization and participate in various correspondence and internal discussions re: Management Property and related matters.	8.6
Nov 12	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network re: allocation of additional units; attend call with IFT discuss re: transition of lease book; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Nov 13	On-site visit to the Company to review and collect physical copies of lease agreements; attend pick-up of units with a member of the Dealership Network to assess how the process is running; attend various calls with the Dealership Network re: pick-up issues; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Nov 14	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; assign new units made available to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status and participate in various correspondence and internal discussions re: Management Property and related matters.	6.4
Nov 15	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network on the condition of units collected; prepare authorization documents for the Company to release assets to the Dealership Network; prepare documentation for insurance; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Nov 17	Coordinate with the Dealership Network to arrange meetings for the upcoming week.	0.5

Nov 18	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; review of possible additional units to collect and respective allocation to the Dealership Network; attend calls with the Dealership Network discuss re: progress to date and plan for post pickup; review of condition reports received by the Dealership Network; review of new lease data access provided by the Company to IFT; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status for each unit; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.5
Nov 19	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Networks; attend call with a member of the Dealership Network to discuss a missing unit and resolution of same; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status for each unit; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Nov 20	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; review of additional lease information provided by the Company to IFT; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.6
Nov 21	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; coordinate with the Dealership Network on their availability to pick-up units; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; attend call with a potential new insurance provider; update of various trackers to reflect VIN collection status; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0

Nov 22	Coordinate with the Company on unit pick-up scheduling; review of Company provided schedule forms and provide same to the Dealership Network; attend calls with the Dealership Network and the Company re: pick-up issues; update of various trackers to reflect VIN collection status; attend call with Cassels to discuss corporate vehicle auctioneer agreement; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5

TOTAL – J. Doddrell **125.9 hrs.**

B. Wei

		Hrs.
Nov 3	Track condition reports received from Dealership Network; prepare insurance change form; prepare email to Tiger re: abandoned units.	2.6
Nov 4	Attend calls with repair shops, impound lots and the Company re: status of abandoned units; update abandoned units status tracker; update Dealership Network VIN trackers; review and track condition reports and request additional information on same; and participate in various correspondence and internal discussions re: Management Property and related matters.	12.7
Nov 5	Attend calls with repair shops, impound lots and the Company re: abandoned units; summarize information relating to abandoned units and provide to Tiger on same; prepare insurance change form; review and reconcile lease payments; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.6
Nov 6	Attend calls with repair shops, impound lots, the Company and lessees re: abandoned units; summarize information relating to abandoned units and provide to Tiger; prepare release letter and wire form re: abandoned units; attend call with Tiger to coordinate next steps re: abandoned units; prepare insurance change form; update VIN trackers; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Nov 7	Attend calls with repair shops, impound lots, the Company and lessees re: abandoned units and coordinate pick-ups; summarize information about abandoned units and provide to Tiger; review of lease portfolio data provided by the Company; update VIN trackers; review and track condition reports received; participate in various correspondence and internal discussions regarding Management Property and related matters.	12.5

Nov 8	Attend calls with repair shops and impound lots re: abandoned units; review updated pick-up lists provided by the Company; attend call with insurance provider; prepare insurance change form; update VIN trackers; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.6
Nov 11	Prepare release letters and wire forms re: abandoned units; attend calls with repair shops, impound lots, previous lessees and the Company re: abandoned units and coordinate pick-ups; update Dealer Network VIN trackers; review and track documents provided by the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	15.3
Nov 12	Attend calls with repair shops and impound lots re: abandoned units and coordinate pick-up; prepare release letters and wire forms re: abandoned units; review and reconcile insurance invoices; review lien searches and condition reports provided by the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.3
Nov 13	Attend calls with repair shops and impound lots re: abandoned units and coordinate pick-ups; prepare release letters and wire forms re: abandoned units; review of lease portfolio data tape provided by the Company; review updated pick-up list from Company counsel; update Dealer Network VIN trackers; review condition reports and other documents provided by the Dealership Network and summarize status of same; and participate in various correspondence and internal discussions re: Management Property and related matters.	15.2
Nov 14	Review sale offers provided by Dealership Network; prepare analysis of vehicle value by lot for insurance; follow up with the Company re: abandoned units; attend calls with the repair shop and Tiger re: pick-up issues; prepare documentation to assign new units made available to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.4
Nov 15	Attend call with Dealership Network about a potential sale; prepare release letters and wire forms re: abandoned units; attend calls with repair shops, impound lots and the Company re: abandoned units and coordinate pick-ups; amend value by lot analysis; update VIN trackers; review and track condition reports provided by the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0
Nov 17	Update Dealer Network VIN trackers; review and track condition reports provided by the Dealership Network and summarize status of same.	2.9

Nov 18	Attend calls with the Dealership Network to discuss progress to date and next steps; coordinate with tow yard re: payment; prepare information about units requiring repossession for IFT; update VIN trackers; review and track condition reports and invoices provided by Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.9
Nov 19	Update of Dealership Network VIN trackers; attend calls with repair shops, impound lots and the Company re: abandoned units and coordinate pick-ups; attend calls with the Dealership Network to discuss progress to date and next steps; prepare release letters and wire forms re: abandoned units; attend call with the Company to understand the repossession process and summarize same; prepare insurance change form; coordinate with lessee re: abandoned unit pick-up; update abandoned units tracker; review and track condition reports and other documents provided by Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3
Nov 20	Summarize information relating to abandoned units and send same to Tiger; attend calls with repair shops and impound lots re: abandoned units and coordinate pick-up; prepare release letters re: abandoned units; review proposed sales and prepare invoice for same; review lease portfolio data tapes provided by the Company; update VIN trackers; review and track pick-up documents provided by the Dealership Network; review updated pick-up list from Company counsel; and participate in various correspondence and internal discussions re: Management Property and related matters.	12.4
Nov 21	Update abandoned unit tracker with additional units; attend calls with repair shops re: status of abandoned units and coordinate pick-ups; prepare release letters and wire forms re: abandoned units; review and track invoice's and offers provided by Dealership Network and prepare invoice for same; attend call with potential new insurance provider; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Nov 22	Attend calls with repair shops and impound lots re: abandoned units; prepare wire forms re: abandoned units; prepare insurance change form; review and track condition reports, invoices and other documents provided by Dealership Network; update VIN trackers; build template to evaluate offers and track sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.6
TOTAL – B. Wei		**166.9 hrs.**

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January 13, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #3 (850965A and B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period November 24 to December 7, 2024.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	12.2	$1,250	$15,250.00
A. Goel, Senior Associate	1.3	$945	1,228.50
H. Tanwar, Senior Director	1.5	$880	1,320.00
E. Allin, Senior Director	63.5	$850	53,975.00
E. Mann, Director	56.7	$675	38,272.50
J. Doddrell, Associate	72.4	$480	34,752.00
B. Wei, Analyst	81.4	$365	29,711.00
	289.0		$174,509.00
Add: Out of pocket expenses – travel costs			143.72
			$174,652.72
Add: HST @ 13%			22,704.85
TOTAL INVOICE			**$197,357.57**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #3 (850965A and B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – November 24 to December 7, 2024

D. McIntosh		**Hrs.**
Nov 25	Preparation and attendance at a status update call with RBC; internal discussions re: same and insurance matters.	1.8
Nov 26	Review vehicle insurance matters.	0.7
Nov 28	Preparation and review of Collateral Manager aspect of report to Lenders; internal discussions re: same; preparation and attendance at Lender Syndicate call.	5.0
Nov 29	Review updated draft report; internal discussions re: repair waiver; review/provision of comments re: same.	2.5
Dec 3	Review/finalize draft report to Lenders.	2.0
Dec 6	Internal update call.	0.2
TOTAL – D. McIntosh		**12.2 hrs.**

A. Goel		**Hrs.**
Dec 4	Review IDT Tax commission on invoice.	1.3
TOTAL – A. Goel		**1.3 hrs.**

H. Tanwar		**Hrs.**
Nov 29	Review IDT email from Blakes and comments via email.	0.5
Dec 5	Review BC PST query.	1.0
TOTAL – H. Tanwar		**1.5 hrs.**

E. Allin		**Hrs.**
Nov 25	Review various materials from Cassels re: lien removals; attend to insurance matters; review documents with respect to proposed vehicle sales; attend call with IFT re: lease transition; attend call with auctioneer re: corporate vehicles; prepare update re: collateral manager activities; participate in various correspondence and internal discussions re: Management Property and related matters.	8.5

Nov 26	Attend call with Cassels and Fasken re: lien removals; attend calls with insurance brokers; review documents with respect to proposed vehicle sales; review sales tracker template; attend call with the Agent re: various matters; prepare update re: collateral manager activities; participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Nov 27	Attend call with FCA re: insurance; review documents with respect to proposed vehicle sales; prepare update re: collateral manager activities; participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Nov 28	Review documents with respect to proposed vehicle sales; attend to various insurance matters; prepare update re: collateral manager activities; participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Nov 29	Attend call with the Agent re; various matters; draft update on insurance matters; review of Monitor correspondence with CRA; review documents with respect to proposed vehicle sales; attend call with Dealership Network re: status update; participate in various correspondence and internal discussions re: Management Property and related matters.	3.8
Dec 2	Review lease buy-outs; review documents with respect to proposed vehicle sales; review corporate vehicle buy-out offers; review sales tracker; attend call with BMO re: bank account; attend call with Dealership Network re: status update; participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Dec 3	Review lease buy-outs; review documents with respect to proposed vehicle sales; attend call with Agent re: corporate vehicle buy-out offers, among other matters; attend call with Century re: vehicle offers; attend call with BMO re: bank account; attend call with Dealership Network re: status update; participate in various correspondence and internal discussions re: Management Property and related matters.	7.6
Dec 4	Review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales; attend call with Tiger re: update and lien/title process; attend call with IFT re: lease transition; attend call with Dealership Network re: status update; attend call re: insurance; participate in various correspondence and internal discussions re: Management Property and related matters.	7.2

Dec 5	Review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales; attend to vehicle monetization matters; attend call with Company, Monitor and IFT re: lease transition; attend call with Century re: vehicle offers; attend call with Dealership Network re: status update; participate in various correspondence and internal discussions re: Management Property and related matters.	6.6
Dec 6	Review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; participate in various correspondence and internal discussions re: Management Property and related matters.	5.8
TOTAL – E. Allin		**63.5 hrs.**

E. Mann		**Hrs.**
Nov 25	Review inventory sales tracker; correspondence with Cassels re: lien issues; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Nov 26	Correspondence with RBC re: bank accounts; attend to vehicle title matters; attend to vehicle monetization matters; attend various calls and correspond with Cassels regarding lien issues and other file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Nov 27	Attend to lease transition matters; review turnover listing and Monitor correspondence regarding units not available for turnover; correspondence with the Monitor in respect of tax issues; attend to vehicle title matters; attend to vehicle monetization matters; attend various calls and correspond with Cassels regarding lien issues and other file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Nov 28	Attend to vehicle title matters; correspondence re: vehicle pickup scheduling issues; discussions with the Monitor re: vehicle repairs; attend to vehicle monetization matters; attend various calls and correspond with Cassels regarding lien issues and other file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5

Nov 29	Attend to vehicle title matters; correspondence re: vehicle pickup scheduling issues; discussions with the Monitor re: vehicle repairs; attend to vehicle monetization matters; attend various calls and correspond with Cassels regarding lien issues and other file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.7
Dec 2	Attend to vehicle title matters; correspondence re: vehicle pickup scheduling issues; correspondence with Monitor in respect of sales tax; attend to vehicle monetization matters; attend to corporate vehicle matters; discussions with Dealer re: stole unit; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Dec 3	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters, including corporate vehicles; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Dec 4	Internal discussions in respect of sales tax reporting; correspondence with Cassels re: vehicle liens; correspondence with Pride in respect of lease transition; attend to vehicle monetization matters, including corporate vehicles; review correspondence in respect of RSLA liens; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Dec 5	Correspondence with the IFT in respect of full service contracts; correspondence with Pride in respect of lease transition; attend to vehicle monetization matters, including corporate vehicles; review correspondence in respect of RSLA liens; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Dec 6	Correspondence with Pride in respect of lease transition; attend to vehicle monetization matters including corporate vehicles; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
TOTAL – E. Mann		**56.7 hrs.**

J. Doddrell		**Hrs.**
Nov 24	Review and update of unit sales tracker.	0.5

Nov 25	Attend call with Openlane to discuss monetization of passenger vehicles; attend call with counsel to discuss same; review and update of sales tracker; co-ordinate with Dealership Network on unit pickup; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.7
Nov 26	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network to pickup units; review of units insured and update same; review and update of unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.6
Nov 27	Review of condition reports and minimum selling prices provided by the Dealership Network; co-ordinate with the Dealership Network to pickup units newly made available; prepare authorization documents for the Company to release assets to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
Nov 28	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network to pickup units; prepare authorization documents for the Company to release assets to the Dealership Network; co-ordinate with the Dealership Network to provide outstanding vehicle reports; review of minimum selling prices of units; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.3
Nov 29	Update and review of unit sales tracker; review of valuations received on units to date; co-ordinate with counsel to notify them of unit sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.8
Dec 2	Review and refinement of internal process for review and approval of sales; review and update of unit sales tracker; co-ordinate with counsel to confirm sale of units; update of valuation of units insured; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
Dec 3	Review and update of unit sales tracker; co-ordinate with Dealership Network re: offers received on units; attend call with Century to discuss offers received to date; attend various calls with the Dealership Network to discuss progress re: providing inspection and re-conditioning reports on units picked up to date; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.7

Dec 4	Attend various calls with the Dealership Network to discuss progress re: providing inspection and re-conditioning reports on units picked up to date and review of those provided to date; review of proposed selling prices provided by the Dealership Network; review and update of unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.5
Dec 5	Attend call with the Dealership Network to discuss unit missing from their yard; review and update of unit sales tracker; attend call with Century to discuss updated values for units with offers received; co-ordinate with counsel to prepare power of attorney for unit sales; review of invoices to be paid to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.4
Dec 6	Attend call with the Dealership Network to discuss unit missing from their yard; prepare note for counsel on same; co-ordinate with counsel in relation to lien releases and drafting of power of attorney's; review and update of unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.2
TOTAL – J. Doddrell		**72.4 hrs.**

B. Wei		**Hrs.**
Nov 24	Review and track invoices provided by Dealership Network; and update Dealership Network VIN trackers.	1.2
Nov 25	Review and track invoices, condition reports, and pickup documents provided by Dealership Network; update Dealership Network VIN trackers; attend calls re: abandoned units and coordinate pickup; prepare wire forms re: abandoned units; build template to evaluate offers, reconditioning costs, and track sales; review proposed sales and prepare invoices and other documents for same; review Dealership Network invoices; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.0
Nov 26	Build template to evaluate offers, reconditioning expenses, and track sales; attend calls re: abandoned units and coordinate pickup; prepare invoice for proposed sale; prepare wire forms re: abandoned units; prepare insurance change form; provide information to potential new insurance provider; review and track invoices, condition reports, and pickup documents provided by Dealership Network; review Dealership Network invoices; review updated pickup list from Company counsel; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.7

Nov 27	Evaluate proposed sales; attend calls re: abandoned units and coordinate pickup; prepare invoice for proposed sale; update Dealership Network VIN trackers; review and track invoices, condition reports, and pickup documents provided by Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.8
Nov 28	Amend template to evaluate offers, reconditioning expenses, and track sales; review and track invoices, condition reports, and pickup documents provided by Dealership Network; prepare invoices and other documents for proposed sales; attend calls re: abandoned units and coordinate pickup; compile Dealership Network security details for insurance purposes; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.6
Nov 29	Prepare insurance change form; compile Dealership Network security details for insurance purposes; coordinate pickups re: abandoned units; review and track invoices, condition reports, and pickup documents provided by Dealership Network; attend calls with the Dealership Network to discuss sales and progress to date; review and update appraisals for units re: insured value; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.6
Dec 1	Update Dealership Network VIN trackers; review and track invoices, condition reports, and pickup documents provided by Dealership Network; detail tasks and responsibilities from pickup to sale close.	3.9
Dec 2	Evaluate proposed offers for corporate vehicles; update Dealer Network VIN trackers; review and track invoices and condition reports provided by Dealership Network; develop valuation database for units without previous appraisals from Century; coordinate pickup re: abandoned unit; internal discussion re: tasks and responsibilities from pickup to sale close; prepare invoices for proposed sales; attend call with the Dealership Network to discuss progress to date and next steps; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.1
Dec 3	Build template to track invoices and professional fees; attend call with the Dealership Network to discuss progress to date and next steps; update Dealership Network VIN trackers; review and reconcile insurance invoices; prepare invoice and other documents for proposed sale; prepare package for Century to appraise units; gather details from the Company, dealership network, and repair shops to prepare wire forms for outstanding invoices and RSLA lien remittance; update unit tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.9

Dec 4	Prepare package for Century to appraise units; review and track invoices and condition reports provided by Dealership Network; evaluate and track reconditioning costs and sales; prepare invoices and other documents for proposed sales; update Dealer Network VIN trackers; attend calls re: abandoned units and coordinate pickup;; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.9
Dec 5	Attend calls with repair shops, impound lots, the Company, and Dealership Network re: abandoned units and coordinate pickup and negotiate sale; prepare insurance change form; prepare wire form re: abandoned unit; reconcile funds received from Dealership Network for closed sales; prepare invoice and supporting documents for proposed sale; prepare documents re: vehicle pickup scheduling; modify sales tracker and participate in various correspondence and internal discussions re: Management Property and related matters.	5.6
Dec 6	Prepare invoices for proposed sales; reconcile payment received from Dealership Network; attend call with repair shop re: sale of abandoned unit; prepare insurance change forms; attend call with insurance provider; update Dealer Network VIN trackers; review and track invoices and condition reports provided by Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.1
TOTAL – B. Wei		**81.4 hrs.**

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January 30, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #4 (850965A and B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period December 8 to 31, 2024.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	3.0	$1,250	$3,750.00
H. Tanwar, Senior Director	3.6	$880	3,168.00
E. Allin, Senior Director	76.4	$850	64,940.00
E. Mann, Director	86.7	$675	58,522.50
A. Goel, Senior Associate	1.2	$510	612.00
J. Doddrell, Associate	82.8	$480	39,744.00
B. Wei, Analyst	103.2	$365	37,668.00
A. Singels-Ludvik, Manager	2.0	$350	700.00
	358.9		$209,104.50
Add: HST @ 13%			27,183.59
TOTAL INVOICE			**$236,288.09**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #4 (850965A and B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – December 8 to 31, 2024

D. McIntosh		**Hrs.**
Dec 8	Internal status update call.	0.5
Dec 10	Review and authorize various wire payments.	0.6
Dec 16	Internal status update call; review and authorize various wire payments.	1.4
Dec 20	Review and authorize wire payments.	0.2
Dec 30	Review Cassels letter to TGF.	0.3
TOTAL – D. McIntosh		**3.0 hrs.**

H. Tanwar		**Hrs.**
Dec 9	Call with the team on sales and purchase reports and internal discussions regarding same.	1.0
Dec 10	Call with the team on sales and purchase reports and internal discussions regarding same.	1.0
Dec 12	Review the draft letter requesting extension to GST/HST account to the CRA's Insolvency intake centre.	0.6
Dec 18	Review data and internal discussions regarding same.	1.0
TOTAL – H. Tanwar		**3.6 hrs.**

E. Allin		**Hrs.**
Dec 9	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend calls with BMO with respect to US bank accounts; review analysis of missing/unaccounted for VINs; attend check-in calls with Dealership Network; participate in various correspondence and internal discussions re: Management Property and related matters.	6.2
Dec 10	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with Century re: offer prices; attend call with IFT re: corporate vehicles; review HST correspondence with CRA; attend call with Cassels re: missing vehicle, among other things; attend check-in calls with Dealership Network; participate in various correspondence and internal discussions re: Management Property and related matters.	6.9

Dec 11	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with IFT re: lease transition and corporate vehicle pickups; attend call with Canam re: corporate vehicles; review HST correspondence with CRA; attend check-in call with Dealership Network; attend call with Tiger; attend call with the Agent re: various matters; attend call with RBC Bi-lateral re: lease buy-outs; review reconciliation of amounts paid re: payment procedures; review relevant court materials; participate in various correspondence and internal discussions re: Management Property and related matters.	8.8
Dec 12	Review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales; attend to bank account set-up matters; attend to vehicle monetization matters; attend call with Company, Monitor and IFT re: lease transition; attend call with Century re: vehicle offers; review Monitors 19th report and relevant court materials in advance of December 13 hearing; attend call with Cassels re: court materials; attend call with Dealership Network re: status update; participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Dec 13	Attend court hearing; review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales; attend to vehicle monetization matters; attend call with IFT re: lease transition; attend call with Cassels re: maintenance contracts and lien related issues; review updated pickup lists; review lease reporting; participate in various correspondence and internal discussions re: Management Property and related matters.	6.7
Dec 16	Review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales; attend to vehicle monetization matters; attend call with IFT re: lease transition; attend call with Cassels re: maintenance contracts, DACA and lien related issues; attend to various bank account set-up matters; attend call re: corporate vehicles; attend call with Dealership Network re: reconditioning proposals; participate in various correspondence and internal discussions re: Management Property and related matters.	8.7
Dec 17	Attend call with Agent re: corporate vehicles; review lease buy-outs and insurance settlements; review proposed vehicle sales; attend to vehicle monetization matters; attend call with Cassels re: liens; attend call with Dealership Network re: reconditioning proposals; participate in various correspondence and internal discussions re: Management Property and related matters.	6.6

Dec 18	Attend at meeting with Monitor, Monitor's counsel and Company's counsel regarding various turnover matters; correspondence re: vehicle pickup scheduling issues; attend to vehicle; review proposed vehicle sales; review lease buy-outs; attend to various pickup issues with the Company and the Monitor; attend call with the Monitor re: outstanding payments; participate in various correspondence and internal discussions re: Management Property and related matters.	4.9
Dec 19	Attend call with Company, Monitor and IFT re: lease transition; attend call with Century re: vehicle offers; attend to various pickup issues; review proposed sales; review sales and tax reporting; review invoices; attend call with Bennington re: sold unit and participate in various correspondence with respect to same; attend call with IFT re: corporate vehicles; attend call with the Dealership Network re: minimum selling prices; review lease buy-outs and insurance claims; participate in various correspondence and internal discussions re: Management Property and related matters.	7.1
Dec 20	Attend call with Dealership Network re: minimum selling prices and reconditioning proposals; attend call with Tiger re: various matters; address various pickup related matters; review proposed vehicle sales; attend call with Cassels re: US sales process issues; review sales and tax reporting; participate in various correspondence and internal discussions re: Management Property and related matters.	4.9
Dec 23	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; various correspondence with Cassels re: US sales and required documents; participate in various correspondence and internal discussions re: Management Property and related matters.	2.1
Dec 24	Review of correspondence from Company counsel with respect to vehicle pickups and updated lists; participate in various correspondence and internal discussions re: Management Property and related matters.	0.6
Dec 27	Review documents with respect to proposed vehicle sales; review letter from the Company re; MCV agreements and retrieval deadlines; participate in various correspondence and internal discussions re: Management Property and related matters.	2.2
Dec 30	Review draft agreement with respect to corporate vehicles; review documents with respect to proposed vehicle sales; participate in various correspondence with Cassels with respect to vehicle pickup deadlines and US titles, among other things; review draft letter re: pickup deadlines; participate in various correspondence and internal discussions re: Management Property and related matters.	2.1

Dec 31	Participate in various correspondence and internal discussions re: Management Property and related matters.	0.5

TOTAL – E. Allin **76.4 hrs.**

E. Mann **Hrs.**

Dec 9	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; coordinate with BDO regarding RBC SPV unit turned over to the Manager; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Dec 10	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; coordinate with IFT to repossess units; coordinate execution of waiver re: site repairs; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Dec 11	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; coordinate with IFT to repossess units; review correspondence re: insurance; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Dec 12	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters, including lien releases; attend to lease transition matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Dec 13	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; coordinate to release liens on lease buyouts; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Dec 16	Review reconciliations provided by the Monitor; attend various calls with Cassels regarding file matters; correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0

Dec 17	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Dec 18	Attend at meeting with Monitor, Monitor's counsel and Company's counsel regarding various turnover matters; correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; correspondence to FCA regarding stolen unit; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Dec 19	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; coordinate with First American re: vehicle titles; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Dec 20	Review changes to the Monitor's Database; correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend to lease transition matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Dec 23	Review changes to the Monitor's Database; correspondence re: vehicle pickup scheduling issues; review titles provided by Pride; attend to vehicle monetization matters; attend to lease transition matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Dec 24	Correspondence re: vehicle pickup scheduling issues, including responding to Company counsel re: newly made available units; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Dec 27	Correspondence re: vehicle pickup scheduling issues, review Tiger auction tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0

Dec 30	Correspondence re: vehicle pickup scheduling issues; review IFT lease transition listing; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
TOTAL – E. Mann		**86.7 hrs.**

A. Goel		**Hrs.**
Dec 9	Telephone call with team.	0.5
Dec 19	Data review and discussions / emails.	0.7
TOTAL – A. Goel		**1.2 hrs.**

J. Doddrell		**Hrs.**
Dec 9	Review of condition reports received by the Dealership Network; Co-ordinate with the Company and the Dealership Network on unit pickup; review of Company provided schedule forms and provide same to the Dealership Network; attend meeting with the tax team to discuss monthly reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.4
Dec 10	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network to collect units; review of units insured and update of active schedule; attend weekly touch base calls with the Dealership Network; review and update of unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3
Dec 11	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network to pickup units that are being repaired on site; attend call with IFT to discuss lease transition and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Dec 12	Review of condition reports, minimum selling prices and cost estimates provided by the Dealership Network; review of adjusted market values provided by Century; review and update of insured units schedule; attend call with IFT and the Monitor to discuss lease book transition and participate in various correspondence and internal discussions re: Management Property and related matters.	7.8

Dec 13	Attend calls with the Dealership network to assist with issues on unit pickup.	0.5
Dec 14	Draft scheduling forms to provide to the Company and the Dealership Network.	1.2
Dec 16	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; co-ordinate with the Dealership Network to collected units; review of units insured and update of active schedule; attend weekly touch base calls with the Dealership Network; review of pricing and cost estimates provided by the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.8
Dec 17	Review of condition reports, selling prices and cost estimates provided by the Dealership Network; reconciliation of Collateral Manager account receipts and disbursements; review of units collected to date by the Dealership Network; attend touch base calls with the Dealership Network; provide selling price approvals to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.5
Dec 18	Attend various calls with the Dealership Network to discuss progress re: providing inspection and re-conditioning reports on units picked up to date and review of those provided to date; review of units collected to date by the Dealership Network; draft and review Schedule A additions to the Dealership Agreements; draft schedule forms to provide to the Company and the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.9
Dec 19	Attend call with the Dealership Network to discuss unit missing from their yard; review of offers received on units in inventory; review of cost estimates provided by the Dealership Network; co-ordinate with the Company and the Dealership Network on unit pickup and draft schedule forms for same; review of invoices to be paid to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.8
Dec 20	Attend call with the Dealership Neetwork to co-ordinate pickup of remaining units; assist the Dealership Network with issues encountered during pickup; draft closing documents for sales to provide to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.6
Dec 24	Draft schedule of units in inventory to provide to IFT.	1.0

Dec 27	Draft of schedule documents for pickup of newly assigned units.	1.0
Dec 30	Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network.	1.3
Dec 31	Review of invoices received by the Dealership Network; draft updated schedule of units to insure; Co-ordinate with Tiger to pickup a unit in the US.	1.6
TOTAL – J. Doddrell		**82.8 hrs.**

B. Wei		**Hrs.**
Dec 9	Review and track invoices, condition reports, and pickup documents provided by Dealership Network; develop valuation database for units without previous appraisals; review invoices and tax reporting with tax team; prepare wire forms; attend call with repair shop re: sale of abandoned unit; prepare package for Tiger to review abandoned units; review of lease portfolio data provided by Company; review updated pickup list from Company counsel and assign units to Dealership Network; participate in various correspondence and internal discussions re: Management Property and related matters.	10.8
Dec 10	Review invoices and prepare wire forms re: expenses; prepare package for Century to review minimum selling prices; review and track invoices, inspection quotes, condition reports, and pickup documents from Dealership Network; attend calls with repair shop and Dealership Network to coordinate pickup re: abandoned units; amend Dealership tracker; participate in various correspondence and internal discussions re: Management Property and related matters.	10.0
Dec 11	Attend call with insurance provider to reconcile insurance invoice; coordinate with the Company to identify units where insurance payouts were made; review of lease portfolio data provided by the Company; prepare wire forms; attend calls with impound lot and the Company re: abandoned units; prepare package for Century to review minimum selling prices; participate in various correspondence and internal discussions re: Management Property and related matters.	9.0

Dec 12	Review and track condition reports and pickup documents provided by Dealership Network; prepare documentation to assign new units to the Dealership Network; review lien discharges and investigate inconsistent VINs; attend call with Century to review minimum selling prices; prepare insurance change forms; review and update abandoned unit tracker; prepare payments; review and reconcile lease portfolio data tape received from the Company; participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
Dec 13	Attend call with the Company to identify units in accidents and investigate insurance payouts; attend call with impound shop to negotiate sale of trailer; review updated pickup list from Company counsel and assign units to Dealership Network and prepare paperwork regarding same; update Dealership Network VIN trackers; participate in various correspondence and internal discussions re: Management Property and related matters.	6.3
Dec 16	Attend call with Dealership Network re: minimum selling prices; review offers received for corporate vehicles; update dealer trackers for additional VINs, invoices, and condition reports; identify and confirm sold units were removed from dealer lots; prepare insurance change form; create POA for unit sales; prepare November tax report; prepare November sales report; reconcile and track invoices received; coordinate with the Dealership Network about inconsistencies in invoices; participate in various correspondence and internal discussions re: Management Property and related matters.	10.9
Dec 17	Pickup vehicle registrations from the Company; prepare invoice and closing documents for sale to repair shop; review lease payments and identify variances; review lien discharges and investigate inconsistent VINs; prepare insurance change form; review and track invoices and condition reports provided by Dealership Network; participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Dec 18	Review and identify variances on the monitor's database with regards to lenders and incorrect VINs; update Dealership Network tracker; participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Dec 19	Prepare information for Century to review reconditioning quotes;; review and identify variances on the monitor's database with regards to lenders and incorrect VINs; review lease portfolio data tape; review and adjust November tax and sales reporting; attend calls with repair shops; review and approve invoices to be paid; prepare documentation to assign new units made available to the Dealership Network; prepare wires; participate in various correspondence and internal discussions re: Management Property and related matters.	8.1

Dec 20	Review and identify variances on the monitor's database with regards to lenders and incorrect VINs; review and adjust November tax and sales reporting; track registration titles received; review proposed sales and prepare and send invoices and other documents to Dealership Network; determine registration titles not received and inform the Company of same; participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
Dec 23	Assist the Dealership Network with issues encountered during pickup; prepare wire forms; track, scan and sort registration titles received and courier to Dealership Network; update receipts and disbursements and reconcile funds received from the Dealership Network; send vehicle sale closing documents; participate in various correspondence and internal discussions re: Management Property and related matters.	10.4
Dec 24	Provide list of abandoned units and context relating to the unit to IFT; review updated pickup list from Company counsel and assign units to Dealership Network.	2.4
Dec 30	Update Dealership Network VIN trackers; prepare insurance change forms; review and track pickup documents and invoices provided by the Dealership Network.	2.8
Dec 31	Review and track invoices and coordinate with Dealership Network to revise inconsistencies; prepare package for Century to review minimum selling prices.	1.5
TOTAL – B. Wei		**103.2 hrs.**

A. Singels-Ludvik		**Hrs.**
Dec 9	Review email regarding disbursement request; prepare wire for payment regarding same; update Schedule of Receipts and Disbursements ("R&D").	0.2
Dec 11	Telephone call to RBC to confirm incoming wire payments; review emails regarding disbursements requests and prepare wires for payment regarding same; update R&Ds.	0.6
Dec 12	Review email regarding disbursement request; prepare wire for payment regarding same; update R&D.	0.2
Dec 13	Review disbursements request and prepare cheque for payment regarding same; telephone call to RBC to obtain account activity to date; bank reconciliation and update R&Ds.	0.5

Dec 16	Review email regarding disbursement request; prepare wire for payment regarding same; telephone call to RBC to obtain account activity to date; update R&Ds.	0.5
TOTAL – A. Singels-Ludvik		**2.0 hrs.**

Alvarez & Marsal Canada Inc.
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Royal Bank Plaza, South Tower
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Fax: +1 416 847 5201

February 3, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #5 (850965B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period January 1 to 18, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	0.8	$1,295	$1,036.00
E. Allin, Senior Director	53.1	$900	47,790.00
E. Mann, Director	38.5	$710	27,335.00
J. Doddrell, Associate	43.8	$500	21,900.00
B. Wei, Analyst	58.6	$385	22,561.00
A. Singels-Ludvik, Manager	0.8	$365	292.00
	195.6		$120,914.00
Add: Out of pocket expenses – courier charges			153.75
			$121,067.75
Add: HST @ 13%			15,738.81
TOTAL INVOICE			**$136,806.56**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #5 (850965B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – January 1 to 18, 2025

D. McIntosh		**Hrs.**
Jan 6	Preparation and attendance at status update call with A&M team	0.5
Jan 15	Review and approve various wire payments	0.3
TOTAL – D. McIntosh		**0.8 hrs.**

E. Allin		**Hrs.**
Jan 2	Review various documentation with respect to lease buy-out requests from the Company; participate in various correspondence and internal discussions re: Management Property and related matters.	1.6
Jan 3	Participate in various correspondence and internal discussions re: Management Property and related matters.	1.5
Jan 6	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with Cassels re: various matters; address various issues with respect to outstanding title documents; participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Jan 7	Review documents with respect to proposed vehicle sales; attend call with Century re: vehicle offers; attend call with Dealership Network re: status update; participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Jan 8	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with IFT re: lease transition; attend check-in call with Dealership Network; attend call with Tiger; attend call with Cassels and participate in various correspondence with respect to US POAs and BOS; participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Jan 9	Review documents with respect to proposed vehicle sales; review bulk offer and attend call with the Agent with respect to same; attend to vehicle monetization matters; attend call with Company, Monitor and IFT re: lease transition; attend call with Tiger re: preparation for auction; participate in various correspondence with respect to getting titles and POAs from the Company; participate in various correspondence and internal discussions re: Management Property and related matters.	4.1

Jan 10	Review documents with respect to proposed vehicle sales; attend call with Century to review minimum selling prices; attend call with Dealership Network; attend call with Agent re: various matters; participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Jan 11	Attend call with Cassels re: court materials.	0.5
Jan 13	Review lease buy-outs and insurance settlements; review documents with respect to proposed vehicle sales; attend to vehicle monetization matters; review Cassels letter to Company counsel; attend call with Cassels re: letter and various other file matters; attend call with Tiger; attend call with Dealership Network; participate in various correspondence and internal discussions re: Management; Property and related matters.	4.5
Jan 14	Attend various calls with Cassels re: court materials, among other matters; review proposed vehicle sales; attend to vehicle monetization matters; attend call with Dealership Network re: reconditioning proposals; attend call with Tiger re: missing POAs and titles; attend call with Century to review vehicle offers; participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Jan 15	Attend court hearing; review proposed vehicle sales; review lease buy-outs; attend to various monetization matters; review MCV resolution units released to the Collateral Manager and attend call with the Monitor with respect to same; attend call with Cassels with respect to Court hearing, among other things; participate in various correspondence and internal discussions re: Management Property and related matters.	4.7
Jan 16	Attend call with Company, Monitor and IFT re: lease transition and attend to various related matters; attend call with Century re: vehicle offers; review proposed sales; attend call with Cassel re: various Management Property matters; attend call with IFT re: transition update; attend call with Tiger re: auction; review lease buy-outs and insurance claims; call with the Agent re: various items; review of assets available for turnover; participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Jan 17	Review proposed vehicle sales; attend call with Cassels re: various file matters; attend to vehicle monetization matters; review invoices to be paid; review DACA with respect to IFT bank account; participate in various correspondence and internal discussions re: Management Property and related matters.	4.1
TOTAL – E. Allin		**53.1 hrs.**

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – January 1 to 18, 2025

E. Mann		**Hrs.**
Jan 2	Correspondence re: vehicle pickup scheduling issues; review IFT lease transition listing; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Jan 3	Correspondence re: vehicle pickup scheduling issues; review IFT lease transition listing; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Jan 6	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Jan 7	Correspondence re: vehicle pickup scheduling issues; coordinate with the Company re: sales tax remittance; attend to matters regarding updates to the Monitor's Database; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Jan 8	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Jan 9	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Jan 10	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; coordinate with Company counsel regarding turnover matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Jan 13	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; coordinate with Tiger re: auction; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5

Jan 14	Correspondence re: vehicle pickup scheduling issues; attend to vehicle monetization matters; coordinate with Company counsel regarding turnover matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0

TOTAL – E. Mann **38.5 hrs.**

J. Doddrell **Hrs.**

Jan 6	Co-ordinate with the Company and Dealership Network on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; prepare authorization documents for the Company to release assets to the Dealership Network; review of selling prices provided by the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Jan 7	Review of offers received on units by the Dealership Network; co-ordinate with the Dealership Network to pickup units; attend calls with the Dealership Network to discuss unit pickups and sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.8
Jan 8	Prepare sales documentation for the Dealership Network; attend calls with the Dealership Network to discuss unit pickups and sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Jan 9	Draft sales documentation for the Dealership Network; co-ordinate with the Dealership Network to pickup units; and participate in various correspondence and internal discussions re: Management Property and related matters.	2.1
Jan 14	Attend calls with the Dealership Network re: progress of sales; attend call with Century to discuss minimum selling prices provided by Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	2.9
Jan 15	Attend calls with the Dealership Network re: progress of sales; draft schedule of offers received to provide to Century; review of MCV resolution turnover agreements and status of units to be turned over and follow up with the Company on same; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.2

Jan 16	Attend call with IFT and the Monitor to discuss the lease book transition; co-ordinate with the Dealership Network to assist with unit pickups; attend call with Century to review minimum selling prices provided by the Dealership Network; Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Jan 17	Co-ordinate with the Company and Dealership Network on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; prepare authorization documents for the Company to release assets to the Dealership Network; attend calls with the Dealership Network re: progress of sales; review of proposed minimum selling prices provided by the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
TOTAL – J. Doddrell		**43.8 hrs.**

B. Wei		**Hrs.**
Jan 7	Review and prepare documentation to pickup vehicle registrations and attend to Service Ontario with respect to same; prepare release letter re: abandoned unit; prepare insurance change form; track, scan and sort registration titles received; update dealer trackers for new units, sales, invoices, and condition reports; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Jan 8	Review proposed sales; prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and reconcile invoices and prepare wire forms re: expenses; review December tax reporting; prepare documentation to assign new units made available to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
Jan 9	Review invoices and prepare wire forms re: expenses.	0.2
Jan 10	Request and send vehicle sale closing documents; update Dealership Network VIN trackers; prepare insurance change form.	0.9
Jan 12	Review and track invoices and condition reports provided by Dealership Network; prepare December sales report.	2.4

Jan 13	Prepare December sales and tax reporting; review proposed sales; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare package for Century to review reconditioning quotes and minimum selling prices; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Jan 14	Prepare for and attend call with Century to review minimum selling prices and repair quotes; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track status of live sales; prepare wire form re: tax remittance; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Jan 15	Attend call with Dealership Network re: sales; analyze offers received by Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare closing documentation re: abandoned unit sale; prepare package to Century to review reconditioning quotes and minimum selling prices; coordinate pickups of vehicle registration with Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.1
Jan 16	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track sales and invoices to date; analyze offers received by Dealership Network; review repossession list for IFT re: abandoned units; review Century provided values and compare against offers; create template to track Century feedback; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.8
Jan 17	Review Dealership Network invoices; attend call with repair shop re: sale of abandoned unit; prepare wires; prepare package to Century to review reconditioning quotes and minimum selling prices; track vehicle registrations picked up by Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
TOTAL – B. Wei		**58.6 hrs.**

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – January 1 to 18, 2025

A. Singels-Ludvik		**Hrs.**
Jan 16	Review email regarding disbursement request; prepare wire for payment regarding same; update Schedule of Receipts and Disbursements.	0.8
TOTAL – A. Singels-Ludvik		**0.8 hrs.**

Alvarez & Marsal Canada Inc.
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Fax: +1 416 847 5201

February 24, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #6 (850965B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period January 19 to February 1, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	7.1	$1,295	$9,194.50
E. Allin, Senior Director	77.2	$900	69,480.00
E. Mann, Director	40.5	$710	28,755.00
J. Doddrell, Associate	85.3	$500	42,650.00
B. Wei, Analyst	80.5	$385	30,992.50
A. Singels-Ludvik, Manager	1.7	$365	620.50
	292.3		$181,692.50
Add: HST @ 13%			23,620.03
TOTAL INVOICE			**$205,312.53**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #6 (850965B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – January 19 to February 1, 2025

D. McIntosh		**Hrs.**
Jan 20	Review and approve various wire disbursements; correspondence re: same.	0.5
Jan 21	Review draft BMO DACA agreement re: IFT lease management; internal discussions re: same.	1.0
Jan 23	Review Century agreement; review correspondence.	0.4
Jan 27	Preparation and attendance at a call with Cassels re: required amendment to Collateral Management Order.	0.7
Jan 28	Review/comments re: draft Collateral Manager Motion materials; internal discussions re: same.	1.5
Jan 29	Review and provision of comments re: First Report of the Collateral Manager ("First Report").	2.2
Jan 30	Review of revised draft Collateral Manager Motion materials; internal discussions re: same.	0.8
TOTAL – D. McIntosh		**7.1 hrs.**

E. Allin		**Hrs.**
Jan 20	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; review invoices to be paid; review revised pick-up lists provided by the Company; review updates to Schedule B; address scheduling issues; review resolved MCVs available for turnover; participate in various correspondence and internal discussions re: Management Property and related matters.	6.7
Jan 21	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with Cassels re: various file matters; finalize DACA; attend call with Canam; attend call with Dealership Network; attend to scheduling issues; participate in various correspondence and internal discussions re: Management Property and related matters.	7.8
Jan 22	Review documents with respect to proposed vehicle sales; attend call with Cassels re: various matters; attend call with Century re: vehicle offers; review updated Schedule B and address issues with same; follow-up with the Company with respect to various missing title documents and related information; review lease buy-outs; review invoices; participate in various correspondence and internal discussions re: Management Property and related matters.	8.7

Jan 23	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with IFT, the Company and the Monitor re: lease transition; participate in various correspondence with respect to lease transition issues; participate in various correspondence with respect to units turned over to the Collateral Manager in error; attend call with Cassels re: various file matters; attend call with the Agent re: RBC Bi-lateral titles, among other things; participate in various correspondence with respect to titles; participate in various correspondence and internal discussions re: Management Property and related matters.	7.7
Jan 24	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; attend call with IFT re: lease transition; participate in various correspondence with respect to lease transition issues; attend call with the Monitor with respect to various matters; attend calls with Cassels re: various file matters; participate in various correspondence with respect to titles and Power of Attorney forms; attend call with BDO; participate in various correspondence and internal discussions re: Management Property and related matters.	6.3
Jan 26	Draft memo re: Collateral Manager activities.	1.5
Jan 27	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; review invoices to be paid; attend call with Cassels re: Collateral Management Order, among other things; review sales and tax reporting; attend call with IFT re: lease transition and repossessed assets; prepare materials to support Collateral Manager motion materials; participate in various correspondence and internal discussions re: Management Property and related matters.	9.5
Jan 28	Review lease buy-outs and insurance settlements and attend to lien releases; review documents with respect to proposed vehicle sales; attend to vehicle monetization matters; review amended Collateral Management Order and related motion materials; draft First Report; attend call with Cassels re: motion materials and First Report; attend call with the Agent re: various matters; attend call with tax team re: HST reporting; participate in various correspondence and internal discussions re: Management; Property and related matters.	7.3
Jan 29	Attend various calls with Cassels re: Collateral Manager motion materials, among other matters; attend call with Fasken re: amendments to Collateral Management Order; review and revise First Report; participate in various correspondence with respect to Power of Attorney Forms; attend call with IFT re: various matters; participate in various correspondence and internal discussions re: Management Property and related matters.	9.5

Jan 30	Review Collateral Manager motion materials, review and revise First Report; attend various calls with Cassels with respect to same; attend call with IFT, the Company and the Monitor with respect to lease transition; review lease reporting; attend to various monetization matters; approve payments; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Jan 31	Review minimum selling prices, attend to various monetization matters; review vehicle status updates; review various schedules and participate in various correspondence with respect to outstanding title, Power of Attorney Forms and leases; participate in various correspondence with the Company and IFT with respect to lease portfolio; participate in various correspondence and internal discussions re: Management Property and related matters.	5.7
TOTAL – E. Allin		**77.2 hrs.**

E. Mann		**Hrs.**
Jan 27	Attend to vehicle monetization matters; review tax reporting; draft First Report; review Collateral Manager motion materials; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	13.0
Jan 28	Attend to vehicle monetization matters; draft First Report; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.0
Jan 29	Attend to vehicle monetization matters; draft First Report; review draft amended Collateral Management Order; correspondence with the Company re: Power of Attorney form; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Jan 30	Attend to vehicle monetization matters; finalize First Report; review updates to draft amended Collateral Management Order; correspondence with the Company re: Power of Attorney form; review tax and sales reporting; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5

Jan 31	Correspondence re: vehicle pickup scheduling issues, including corporate vehicles; review proposed updates to Schedule D; attend to vehicle monetization matters; attend to lease transition matters; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5

TOTAL – E. Mann **40.5 hrs.**

J. Doddrell **Hrs.**

Jan 19	Review of new pickup list provided by TGF; schedule pickups for MCV resolution units.	0.6
Jan 20	Review of offers provided by the Dealership Network; co-ordinate with the Dealership Network and the Company to arrange for pickup of units; draft amended Schedule B to the Collateral Management Order; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.9
Jan 21	Attend calls with Dealership Network re: progress of sales and status of unit pickups; review offers received by the Dealership Network; review of MCV resolutions and turnover status of units; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.8
Jan 22	Draft amended Schedule B to the Collateral Management Order; Co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; review of MCV resolutions and turnover status of units; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1
Jan 23	Attend calls with the Dealership Network re: progress of sales and unit pickups; review of offers received by the Dealership Network; update unit sales tracker; review of lease transition responses provided by the Company and draft response on same; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Jan 24	Review and update insured units; attend calls with the Dealership Network re: progress of sales; co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; prepare authorization documents for the Company to release assets to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.6

Jan 27	Review of monthly tax reporting; co-ordinate with the Company on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; prepare authorization documents for the Company to release assets to the Dealership Network; review of sales invoices for the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.4
Jan 28	Attend calls with the Dealership Network re: status of sales and unit pickups; draft First Report; co-ordinate with the Company and Dealership Network on unit pickup scheduling; review of Company provided schedule forms and provide same to the Dealership Network; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.8
Jan 29	Attend calls with the Dealership Network re: status of sales and unit pickups; review of invoices received by the Dealership Network; draft First Report; review sales to date and update trackers for same; review of power of attorney received by the Company; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Jan 30	Attend calls with the Dealership Network re: status of sales and unit pickups; review of sales offers, and proposed pricing received by the Dealership Network; draft sales documentation for the Dealership Network; prepare analysis of unpaid lease payments to date; draft First Report; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.4
Jan 31	Attend calls with the Dealership Network re: status of sales and unit pickups; review proposed offers received by the Dealership Network; update of unit sales tracking; prepare analysis of lease transition information received and draft response for same; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
TOTAL – J. Doddrell		**85.3 hrs.**

B. Wei		**Hrs.**
Jan 20	Review and reconcile invoices and prepare wire forms re: expenses; prepare package for Century to review reconditioning quotes and minimum selling prices; review and track status of live sales; prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update dealer trackers for minimum selling prices and sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.1

Jan 21	Review offers received by Dealership Network; track vehicle registrations; attend call with Century re: minimum selling prices; reconcile funds received from Dealership Network for closed sales; prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.4
Jan 22	Attend calls re: abandoned unit and coordinate pickup; determine which title registrations are still required by Tiger; update dealer trackers for new units, sales, invoices, and condition reports; review proposed sales and prepare email requesting approval of same; prepare package for Century to review reconditioning quotes and minimum selling prices; review invoices and attend call with Dealership Network to amend same; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.5
Jan 23	Review proposed sales and prepare email requesting approval of same; review lease collection reporting; prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; track, scan and sort registration titles received and identify missing titles; update dealer trackers for new units, sales, and invoices; prepare insurance change form; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.4
Jan 24	Review lease collection reporting; track, scan and sort registration titles received; update dealer trackers for new units, sales, invoices, and condition reports; review and reconcile invoices and prepare excel for same; track, scan and sort registration titles received; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Jan 27	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review December sales and tax reporting; track, scan and sort registration titles received; attend call with Dealership Network re: sales; track payments expected to be received re: early lease payments, insurance payouts; review lease collection reporting and compare to prior receipts; review and track invoices; update Dealership Network VIN trackers and shared drive; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.2
Jan 28	Review, reconcile and track invoices; attend call with the Dealership Network and insurance provider re: invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; track payments received re: early lease payments, insurance payouts; review proposed sales; update Dealership Network VIN trackers; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4

Jan 29	Review Tiger's auction results; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare sheet for the Dealership Network to determine amounts to transfer re: sales; review, reconcile and track invoices; review proposed sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Jan 30	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and reconcile invoices and prepare wire forms re: expenses; track registration titles and coordinate pickup with the Dealership Network; update dealer trackers for new units, sales, invoices, and condition reports; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Jan 31	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; track registration titles and coordinate pickup with the Dealership Network; review invoices; prepare insurance change form; prepare package for Century to review reconditioning quotes and minimum selling prices; review proposed sales; update dealer trackers for new units, sales, invoices, and condition reports; attend call with the insurance provider to confirm current fleet of units to be insured; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0
TOTAL – B. Wei		**80.5 hrs.**

A. Singels-Ludvik		**Hrs.**
Jan 20	Review bank activity to confirm incoming receipt and email to team to confirm same; review email regarding disbursements request; prepare wires dated Jan. 21/25 for payment regarding same; update Schedule of Receipts and Disbursements ("R&D"); bank reconciliation to date on both CAD and USD accounts.	0.8
Jan 21	Review wire confirmations for payments made today; review bank activity to confirm incoming receipt and email to team to confirm same.	0.2
Jan 22	Review email regarding disbursement request; prepare wire regarding same; update R&D; review wire confirmation and file.	0.2
Jan 27	Review email regarding disbursement request; prepare wire regarding same; update R&D; review wire confirmation and file; review bank activity to confirm incoming receipt and email to team to confirm same.	0.3

Jan 28	Review email regarding disbursement request; prepare wire regarding same; update R&D; review wire confirmation and file.	0.2
TOTAL – A. Singels-Ludvik		**1.7 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
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Fax: +1 416 847 5201

February 26, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #7 (850965B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period February 2 to 15, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	2.4	$1,295	$3,108.00
E. Allin, Senior Director	31.7	$900	28,530.00
E. Mann, Director	41.2	$710	29,252.00
J. Doddrell, Associate	80.9	$500	40,450.00
B. Wei, Analyst	69.3	$385	26,680.50
A. Singels-Ludvik, Manager	1.5	$365	547.50
	227.0		$128,568.00
Add: HST @ 13%			16,713.84
TOTAL INVOICE			**$145,281.84**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #7 (850965B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – February 2 to 15, 2025

D. McIntosh		**Hrs.**
Feb 3	Review draft Canam agreement and provision of comments; review draft Collateral Manager factum and provide comments.	1.2
Feb 5	Preparation and attendance on a call with Cassels re: various matters; internal discussions re: vehicle proceeds; review/execute Canam agreement.	0.9
Feb 6	Review/approve various wire disbursements.	0.3
TOTAL – D. McIntosh		**2.4 hrs.**

E. Allin		**Hrs.**
Feb 3	Attend to vehicle monetization matters; review draft Collateral Manager factum; finalize Canam agreement; review corporate vehicle payments; participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Feb 4	Attend to vehicle monetization matters; review invoices; attend call with Cassels re: various file matters; attend court hearing (virtually) participate in various correspondence and internal discussions re: Management Property and related matters.	4.1
Feb 5	Review documents with respect to proposed vehicle sales; attend call with Cassels re: lien discharges and distributions, among other things; review invoices; participate in various correspondence with respect to power of attorney documents and titles; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Feb 6	Review documents with respect to proposed vehicle sales and minimum selling prices; review payments; attend to vehicle monetization matters; review Tiger settlement; participate in various correspondence with respect to titles; participate in various correspondence and internal discussions re: Management Property and related matters.	3.1
Feb 7	Review documents with respect to proposed vehicle sales and minimum selling prices; attend to vehicle monetization matters; participate in call with Dealership Network; participate in various correspondence and internal discussions re: Management Property and related matters.	3.2
Feb 10	Attend update call with IFT with respect to leases; attend call with Cassels with respect to various file matters; review invoices; participate in various correspondence and internal discussions re: Management Property and related matters.	2.1

Feb 11	Attend calls with Dealership Network; attend to various title issues; review undertaking provided by Cassels; review of lease reporting; participate in various correspondence and internal discussions re: Management Property and related matters.	3.1
Feb 12	Participate in various correspondence and internal discussions re: Management; Property and related matters.	1.0
Feb 13	Attend call with the Agent re: various matters: review minimum selling prices; attend to vehicle monetization matters; participate in various correspondence and internal discussions re: Management Property and related matters.	4.1
Feb 14	Participate in various correspondence and internal discussions re: Management Property and related matters.	1.5
TOTAL – E. Allin		**31.7 hrs.**

E. Mann		**Hrs.**
Feb 3	Coordinate return of corporate vehicles with the Monitor; attend to vehicle monetization matters; review draft Collateral Manager factum; correspondence with Pride in respect of titles; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Feb 4	Coordinate return of corporate vehicles with the Monitor; attend to vehicle monetization matters; correspondence with Pride in respect of titles; attend to lease transition issues; attend at Court; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Feb 5	Consider distribution procedures; coordinate finalization of Canam contract; attend to vehicle monetization matters; correspondence with Pride and TGF in respect of titles; attend to lease transition issues; attend at Court; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Feb 6	Consider distribution procedures; attend to vehicle monetization matters; correspondence with Pride in respect of titles; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5

Feb 10	Attend to vehicle monetization matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.7
Feb 11	Attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Feb 12	Attend to vehicle monetization matters; coordinate title matters; review NCI list; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	2.0
Feb 13	Attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters	7.0
Feb 14	Attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters	4.5
TOTAL – E. Mann		**41.2 hrs.**

J. Doddrell		**Hrs.**
Feb 3	Review of offers provided by the Dealership Network; co-ordinate with the Dealership Network and the Company to arrange for pickup of units; review of draft sales invoices; update of unit status tracker and participate in various correspondence and internal discussions re: Management Property and related matters.	7.7
Feb 4	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.9
Feb 5	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re: Management Property and related matters	9.4

Feb 6	Attend calls with the Dealership Network re: progress of sales and unit pickups; review of offers received by the Dealership Network; update unit sales tracker; attend lease book transition call with the Company; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.6
Feb 7	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; attend call with internal tax team; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Feb 10	Review of offers provided by the Dealership Network; review of draft sales invoices; review of cash flow forecast provided by the Company; review of units scheduled to be sent to NCI; update of unit status tracker and participate in various correspondence and internal discussions re: Management Property and related matters.	9.6
Feb 11	Review of units scheduled to be sent to NCI; attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Feb 12	Attend calls with the Dealership Network re: status of sales and status of condition reports; review of sales documentation received by the Dealership Network; review draft sales invoices; review of sales to date and update trackers for same; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3
Feb 13	Attend calls with the Dealership Network re: status of sales and status of condition reports; review of sales offers, and proposed pricing received by the Dealership Network; draft sales documentation for the Dealership Network; draft of amended Schedule D to provide to the Monitor; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Feb 14	Attend calls with the Dealership Network re: status of sales and unit pickups; review proposed offers received by the Dealership Network; update of unit sales tracking; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
TOTAL – J. Doddrell		**80.9 hrs.**

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – February 2 to 15, 2025

B. Wei		**Hrs.**
Feb 3	Prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; review Century provided minimum prices; prepare package for Century to review reconditioning quotes and minimum selling prices; review offers received from the Dealership Network; update dealer trackers for sales, invoices, and condition reports; and participate in various correspondence and internal discussions re: management property and related matters.	9.4
Feb 4	Track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; review and track invoices received and attend calls re: same; attend calls with the Dealership Network re: pickups, invoices, and sales; review and reconcile payments received; review Century provided minimum prices; and participate in various correspondence and internal discussions re: management property and related matters.	7.5
Feb 5	Review offers received from the Dealership Network; track, scan and sort registration titles received and identify missing titles; track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; courier titles to the Dealership Network; review and reconcile payments received for unit sales; review executed POAs and identify VINs needed to be included on new Omnibus POA; prepare wire forms re: expenses; and participate in various correspondence and internal discussions re: management property and related matters.	10.9
Feb 6	Review offers received from the Dealership Network; track, scan and sort registration titles received and identify missing titles; track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; review and track invoices received; and participate in various correspondence and internal discussions re: management property and related matters.	6.1
Feb 7	Prepare wire forms re: expenses; prepare package for Century to review reconditioning quotes and minimum selling prices; review and track invoices; track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; review and reconcile payments received for unit sales; review executed POAs and identify VINs needed to be included on new Omnibus POA; and participate in various correspondence and internal discussions re: management property and related matters.	8.3

Feb 10	Review and compare the Monitor's updated cash flow forecast against previous version; review executed POAs and identify VINs needed to be included on new Omnibus POA; upload invoices and details we have re: abandoned units on to shared drive with IFT; track, scan and sort registration titles received and identify missing titles; track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; review and reconcile payments received; review and track invoices received and attend calls re: same; update the Dealership Network VIN trackers; and participate in various correspondence and internal discussions re: management property and related matters.	12.7
Feb 11	Track and sort registration titles received and identify missing titles; track payments to expect from the monitor re: one-off lease payments and insurance payouts; track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales; review Century provided minimum prices; review and track invoices received and attend calls re: same; prepare January sales and tax reporting; and participate in various correspondence and internal discussions re: management property and related matters.	10.2
Feb 12	Review and track invoices received; prepare January sales and tax reporting; and track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales.	1.8
Feb 13	Review and track invoices received; prepare January tax reporting; review and track registration titles received; and track, prepare and send invoices and other closing documents to the Dealership Network and counsel re: sales.	1.3
Feb 14	Review status of registration titles received and inform the Dealership Network about same; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	1.1
TOTAL – B. Wei		**69.3 hrs.**

A. Singels-Ludvik		**Hrs.**
Feb 6	Process invoice for payment; confirm incoming receipts; prepare email to confirm regarding same; bank reconciliations and update Schedule of Receipts and Disbursements Schedule ("R&D").	0.6
Feb 7	Process invoices for payment; prepare wire forms regarding same; confirm with RBC regarding same; update R&D.	0.7

Feb 12	Process invoice for payment; prepare wire form regarding same; confirm with RBC; confirm incoming receipts and send confirmation email; update R&D.	0.2
TOTAL – A. Singels-Ludvik		**1.5 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
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Fax: +1 416 847 5201

March 31, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #8 (850965B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period February 16 to March 1, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
E. Allin, Senior Director	46.6	$900	$41,940.00
H. Tanwar, Senior Director	4.8	$900	4,320.00
E. Mann, Director	49.6	$710	35,216.00
A. Goel, Senior Associate	5.9	$530	3,127.00
J. Doddrell, Associate	65.8	$500	32,900.00
B. Wei, Analyst	89.9	$385	34,611.50
A. Singels-Ludvik, Manager	4.9	$365	1,788.50
	267.5		$153,903.00
Add: Out of pocket expense – import documentation			325.00
			$154,228.00
Add: HST @ 13%			20,049.64
TOTAL INVOICE			**$174,277.64**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #8 (850965B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – February 16 to March 1, 2025

E. Allin		**Hrs.**
Feb 18	Attend to vehicle monetization matters; review invoices; attend call with Dealership Network; review R&D; participate in various correspondence and internal discussions re: Management Property and related matters.	4.9
Feb 19	Attend to vehicle monetization matters; review invoices; participate in various correspondence with respect to corporate vehicle turnover; review R&D and prepare for distribution to the Agent; review lease reporting; participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Feb 20	Review payments to be made; participate in various correspondence with respect to titles and liens; attend call with the Company, Monitor and IFT re lease transition; attend call with IFT re: lease reporting; participate in various correspondence and internal discussions re: Management Property and related matters.	6.1
Feb 21	Review documents with respect to proposed vehicle sales and minimum selling prices; review payments; attend to vehicle monetization matters; attend call with Tiger; finalize distribution to the Agent; participate in various correspondence with respect to titles and liens; participate in various correspondence and internal discussions re: Management Property and related matters.	6.2
Feb 24	Attend to vehicle monetization matters; attend call with First American re: missing titles and participate in various correspondence with respect to same; attend call with Tax team re: timing of credits and use of ITCs; participate in various correspondence with respect to titles and liens participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Feb 25	Review lease reporting; attend call with IFT with respect to same; attend calls with Dealership Network; review January sales and tax reporting; participate in various correspondence and internal discussions re: Management Property and related matters.	5.1
Feb 26	Attend calls with Dealership Network; attend to vehicle monetization matters; attend call with the Company, Monitor and US tax consultant re: US tax reporting; review invoices; review corporate vehicle status summary; review updated omnibus POA to cover leases; participate in various correspondence and internal discussions re: Management Property and related matters.	6.5

Feb 27	Attend call with the Company and Monitor re: lease transition; attend call with Daimler re: titles; review corporate vehicle minimum selling prices; review US tax consulting engagement letter; attend to various title issues; attend call with Cassels re: lien discharges; participate in various correspondence and internal discussions re: Management; Property and related matters.	6.1
Feb 28	Review minimum selling prices; address various lien issues; review updated lease reporting; attend to various vehicle monetization matters; participate in various correspondence and internal discussions re: Management Property and related matters.	3.2

TOTAL – E. Allin **46.6 hrs.**

H. Tanwar **Hrs.**

Jan 27*	Review December 2024 sales tax reporting data.	1.5
Jan 28*	Call with restructuring team to discuss vendor invoices.	0.5
Feb 25	Call with restructuring team to discuss netting of credits spilling over multiple periods.	0.3
Feb 26	Review January 2025 sales data, email findings and discussions with A. Goel re technical research.	2.0
Feb 27	Call with restructurig team to discuss January 2025 data.	0.5

TOTAL – H. Tanwar **4.8 hrs.**
****Hours not previously billed***

E. Mann **Hrs.**

Feb 17	Attend to vehicle monetization matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	2.1
Feb 18	Attend to vehicle monetization matters, including return of corporate vehicles; correspondence with Pride and Monitor in respect of lease payments; attend to lease transition issues; review updated Schedule D; review Monitor's report; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0

Feb 19	Attend to vehicle monetization matters; attend to lease transition issues; attend at Court; coordinate vehicle pickups with the Company; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Feb 20	Review tax reporting and attend to other sales tax related matters; attend to vehicle monetization matters; coordinate distribution to Lenders; attend to lease transition issues; coordinate with Pride in respect of vehicle titles; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Feb 21	Attend to vehicle monetization matters; attend to lease transition issues; correspond with third party financiers re: liens on Management Property; review correspondence from CRO in respect of employee arrangements; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Feb 24	Correspondence re: sales tax; review amendment to Canam contract; attend to vehicle monetization matters; coordinate vehicle titles with Pride; review import documentation; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Feb 25	Attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Feb 26	Attend calls re: sales tax; attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; correspondence with Tiger in respect of upcoming auction; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Feb 27	Review proposed US tax engagement letter; review auction minimum values; attend call re: third party lien releases; attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0

Feb 28	Attend to vehicle monetization matters; coordinate title matters; attend to lease transition issues; attend various calls with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0

TOTAL – E. Mann **49.6 hrs.**

A. Goel **Hrs.**

Jan 28*	Discussion with the team on purchase invoices and email; internal discussions.	0.7
Feb 24	Email for data follow-up; data review and draft deliverable preparation/ sent to H. Tanwar for review; internal call for GST refund/adjustment discussion.	1.9
Feb 26	Call with restructuring team and post call internal discussion; draft email to H. Tanwar for review and updates and send final deliverable email; review changes to January data and preparation of email regarding same.	3.3

TOTAL – A. Goel **5.9 hrs.**
Hours not previously billed

J. Doddrell **Hrs.**

Feb 18	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; draft omnibus power of attorney; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.1
Feb 19	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; update unit sales tracker; review of sales and tax reporting; review of lease reporting data received from IFT; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.9
Feb 20	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; update unit sales tracker; review of draft sales invoices; draft schedule of realized units to date; attend call with IFT re: monthly reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.5

Feb 21	Attend calls with the Dealership Network re: progress of sales and unit pickups; review of offers received by the Dealership Network; update unit sales tracker; attend call with Canam re: collection of corporate cars; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.7
Feb 24	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; attend call re: HST refunds; processing of import of US titled unit; review of dealership agreement amendment forms; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Feb 25	Review of offers provided by the Dealership Network; review of draft sales invoices; review of lease reporting data received from IFT; reconcile account receipts and disbursements; update of unit status tracker and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Feb 26	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; update unit sales tracker; draft power of attorney form for leases and corporate vehicles; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.9
Feb 27	Review of sales documentation received by the Dealership Network; review draft sales invoices; review of sales to date and update trackers for same; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
TOTAL – J. Doddrell		**65.8 hrs.**

B. Wei		**Hrs.**
Feb 18	Prepare wire forms; review and track invoices received and attend calls re: same; review, track, and scan titles documents received and courier same to Dealership Network; review and reconcile payments received; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review January Sales and Tax Reporting; and participate in various correspondence and internal discussions re: management property and related matters.	11.2

Feb 19	Review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; review and track invoices received and attend calls re: same; update dealer trackers for new units, sales, invoices, and condition reports; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare package for Century to review reconditioning quotes and minimum selling prices; review status of missing titles; and participate in various correspondence and internal discussions re: management property and related matters.	12.2
Feb 20	Review and track invoices received and attend calls re: same; prepare wire forms re: expenses; coordinate pickup of titles with Dealership Network; review Century provided minimum selling prices; attend call with Tiger re: missing titles; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; identify and locate missing titles and follow up with various parties re: same; and participate in various correspondence and internal discussions re: management property and related matters.	8.0
Feb 21	Prepare draft POA for units on lease; prepare wire forms; prepare dealer amendment forms re: additional units picked up; review units with missing POAs; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; track one off lease payments and insurance claims received and inform IFT of same; and participate in various correspondence and internal discussions re: management property and related matters.	6.6
Feb 24	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review registration titles received and send update about same to Dealership Network; identify and locate missing titles and follow-up with various parties re: same; prepare dealer amendment forms and send same to Dealership Network; review January tax reporting; prepare insurance change form; review offers received by Dealership Network; and participate in various correspondence and internal discussions re: management property and related matters.	8.7
Feb 25	Review January lease reporting; review offers received by Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update professional fee tracker; attend calls with Dealership Network re: invoices and sales; review POA and title status for units on lease; and participate in various correspondence and internal discussions re: management property and related matters.	9.1

Feb 26	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review January sales and tax reporting and attend call with tax team re: same; review POA and titling status for Tiger units and units on lease; review invoices to pay and prepare wires for same; review and update sales tracker; and participate in various correspondence and internal discussions re: management property and related matters.	10.0
Feb 27	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare package for Century to review reconditioning quotes, minimum selling prices and EV charger valuations; review and track invoices; reconcile payments received from Dealership Network re: sales; review Century provided minimum selling prices; review and compare IFT and the Monitor's lease reporting; and participate in various correspondence and internal discussions re: management property and related matters.	12.6
Feb 28	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review Century provided minimum selling prices; review offers, minimum selling prices and reconditioning costs from Dealership Network; attend calls with Dealership Network re: sales and titling; reconcile funds received from Dealership Network; review and compare IFT and the Monitor's lease reporting; review minimum selling prices re: corporate vehicles; and participate in various correspondence and internal discussions re: management property and related matters.	11.5
TOTAL – B. Wei		**89.9 hrs.**

A. Singels-Ludvik		**Hrs.**
Feb 21	Review email re disbursements requests; internal discussions regarding same; prepare wire forms regarding same and update Schedule of Receipts and Disbursements ("R&D"); follow-up with RBC regarding confirmations and review of same.	3.1
Feb 28	Review email re disbursements requests; internal discussions regarding same; prepare wire forms regarding same and update R&D; follow-up with RBC regarding confirmations and review of same.	1.8
TOTAL – A. Singels-Ludvik		**4.9 hrs.**

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April 16, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #9 (850965B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period March 2 to 15, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	1.3	$1,295	$1,683.50
E. Allin, Senior Director	18.8	$900	16,920.00
E. Mann, Director	57.0	$710	40,470.00
J. Doddrell, Associate	52.4	$500	26,200.00
B. Wei, Analyst	98.7	$385	37,999.50
A. Singels-Ludvik, Manager	2.3	$365	839.50
	230.5		$124,112.50
Add: HST @ 13%			16,134.63
TOTAL INVOICE			**$140,247.13**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #9 (850965B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – March 2 to 15, 2025

D. McIntosh		**Hrs.**
Mar 6	Review of tax agreement; review/approve wire payments.	0.4
Mar 11	Review correspondence from Cassels to Blakes/TGF re: VIN turnover.	0.4
Mar 14	Review Statement of Receipts and Disbursements; correspondence re: same.	0.5
TOTAL – D. McIntosh		**1.3 hrs.**

E. Allin		**Hrs.**
Mar 3	Attend to vehicle monetization matters; participate in various correspondence with respect to corporate vehicle minimum prices; attend to various title issues; review lease reporting; attend call with BDO re: lien issues; participate in various correspondence and internal discussions re: Management Property and related matters.	3.7
Mar 4	Review lease reporting: attend calls with the Dealership Network; attend meeting with IFT re: lease reporting, among other things; attend to vehicle monetization matters; address various title and lien issues; participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Mar 13	Review documents with respect to proposed vehicle sales and minimum selling prices; review payments; review various vehicle monetization matters; review various correspondence with respect to titles, POAs and lien discharges; review lease reporting and various communication with respect to final lease migration issues and outstanding information; review various communication with respect to US tax reporting and engagement of US tax consultant; participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Mar 14	Attend to vehicle monetization matters; review Statement of Receipts and Disbursements and proposed distribution to the Syndicate; review vehicles sales for February; review lease reporting; attend call with Cassels re; lien release process; review corporate vehicle offers; participate in various correspondence and internal discussions re: Management Property and related matters.	4.6
TOTAL – E. Allin		**18.8 hrs.**

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – March 2 to 15, 2025

E. Mann		**Hrs.**
Mar 3	Attend to vehicle monetization matters; review US auction results; review lease reporting; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Mar 4	Attend to vehicle monetization matters, including corporate vehicles; review lease reporting; review MCV settlement agreement; review US tax reporting; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Mar 5	Attend to vehicle monetization matters; review lease reporting; attend to title matters, including correspondence with TGF; review US tax reporting; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Mar 6	Attend to vehicle monetization matters; correspondence with IFT on lease matters; correspondence with the Monitor in respect of vehicles sent to NCI; coordinate with Pride in respect of vehicle titles; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Mar 7	Attend to vehicle monetization matters; correspondence with IFT on lease matters; correspondence with TGF and the Company in respect of title documents; discussions with Tiger on auction matters; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Mar 10	Correspondence with IFT on lease matters; review IFT reporting template; correspondence with Tiger on title matters; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Mar 11	Attend to vehicle monetization matters; coordinate retrieval of corporate vehicle; correspondence with IFT on lease matters; prepare for lender distribution; coordinate title matters; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5

Mar 12	Attend to vehicle monetization matters; correspondence with IFT on lease matters, including engagement of GPS company; attend to titling matters; discussions with internal tax team in respect of tax reporting; correspondence with Tiger in respect of upcoming auction; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0
Mar 13	Review US lien release letter; review Statement of Receipts and Disbursements; attend to vehicle monetization matters; correspondence with IFT on lease matters, including engagement of GPS company; coordinate title matters; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.5
Mar 14	Attend to vehicle monetization matters; coordinate title matters; correspondence with IFT on lease matters; review corporate vehicle minimum prices; prepare for lender distribution; correspond with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
TOTAL – E. Mann		**57.0 hrs.**

J. Doddrell		**Hrs.**
Mar 6	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of US sales tax reporting; reconcile account receipts and disbursements; draft omnibus power of attorney; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
Mar 7	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
Mar 10	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; update unit sales tracker; review of monthly reporting received from IFT; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.9

Mar 11	Attend calls with the Dealership Network re: progress of sales and unit pickups; review of offers received by the Dealership Network; update unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Mar 12	Attend calls with the Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; review of units with missing title documents; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.1
Mar 13	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Mar 14	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; update unit sales tracker; review monthly sales and tax reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0
TOTAL – J. Doddrell		**52.4 hrs.**

B. Wei		**Hrs.**
Mar 2	Track and prepare invoices and other closing documents re: sales; and update dealer trackers for minimum selling prices and sales.	1.8
Mar 3	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review minimum selling prices and reconditioning proposals received from the Dealership Network and Canam; prepare package for Century to review reconditioning quotes and minimum selling prices; prepare dealer amendment forms; review Century provided minimum selling prices; track, scan and sort registration titles received and identify missing titles and try to locate for same; update unit sales and condition report trackers; reconcile payments received from the Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	12.0

Mar 4	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review minimum selling prices, offers, and reconditioning proposals received from the Dealership Network; prepare package for Century to review reconditioning quotes and minimum selling prices; review, track, scan and locate missing titles; update unit sales and condition report trackers; prepare and review omnibus POA for Canadian and US lease units; attend calls with the Dealership Network re: sales status; reconcile payments received from the Dealership Network re: sales; review and track invoices received from the Dealership Network; and participate in various correspondence and internal discussions re: management property and related matters.	10.6
Mar 5	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review minimum selling prices, offers, and reconditioning proposals received from the Dealership Network; review Century provided minimum selling prices; review and track invoices and attend calls re: same; review omnibus POA for Canadian lease units; reconcile payments received from the Dealership Network re: sales; prepare wire forms; coordinate reprinting of Manitoba titles; attend calls with the Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	11.5
Mar 6	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review minimum selling prices and reconditioning proposals received from the Dealership Network; reconcile payments received from the Dealership Network re: sales; review and track invoices and attend calls re: same; coordinate reprinting of Manitoba titles; attend calls with the Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	6.4
Mar 7	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review minimum selling prices and reconditioning proposals received from the Dealership Network; review and track invoices and attend calls re: same; review, track, scan and locate missing titles; reconcile incoming funds; and participate in various correspondence and internal discussions re: management property and related matters.	6.2
Mar 10	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track invoices; review minimum selling prices and reconditioning proposals received from the Dealership Network; review, track, scan and locate missing titles; reconcile incoming funds; update unit sales and condition report trackers; and participate in various correspondence and internal discussions re: management property and related matters.	8.1

Mar 11	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track invoices received; review minimum selling prices and reconditioning proposals received from the Dealership Network; prepare POA for new units picked up; prepare dealer amendment form re: additional units picked up; courier titles to the Dealership Network for closed deals; reconcile incoming funds; update unit sales and condition report trackers; update dealer trackers for minimum selling prices, invoices, and sales; and participate in various correspondence and internal discussions re: management property and related matters.	11.3
Mar 12	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track invoices received; prepare POA for new units picked up; courier titles to the Dealership Network for closed deals; reconcile incoming funds; update unit sales and condition report trackers; update dealer trackers for minimum selling prices, invoices, and sales; and participate in various correspondence and internal discussions re: management property and related matters.	10.8
Mar 13	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare February sales and tax reporting; review and track invoices received; courier titles to the Dealership Network; update unit sales and condition report trackers; update dealer trackers for minimum selling prices, invoices, and sales; review and prepare documentation to pick up missing vehicle registrations and attend to Service Ontario with respect to same; and participate in various correspondence and internal discussions re: management property and related matters.	12.5
Mar 14	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare February sales and tax reporting; update unit sales and condition report trackers; update dealer trackers for minimum selling prices, invoices, and sales; and participate in various correspondence and internal discussions re: management property and related matters.	7.5
TOTAL – B. Wei		**98.7 hrs.**

A. Singels-Ludvik		**Hrs.**
Mar 6	Review email re disbursements requests; internal discussions regarding same; prepare wire forms regarding same and update Schedule of Receipts and Disbursements ("R&D"); follow-up with RBC regarding confirmations and review of same.	0.8

Mar 7	Process invoices for payment; follow-up with RBC regarding wire confirmations; bank reconciliation to date and confirm incoming wire payments.	0.5
Mar 13	Review emails regarding incoming payments; confirm same and update R&D; bank reconciliation to date.	0.5
Mar 14	Review emails regarding incoming payments; confirm same and update R&D; review emails regarding distributions to RBC and prepare wires regarding same.	0.5
TOTAL – A. Singels-Ludvik		**2.3 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
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Fax: +1 416 847 5201

April 23, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #10 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period March 16 to 29, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
E. Allin, Senior Director	28.4	$900	$25,560.00
H. Tanwar, Senior Director	9.7	$900	8,730.00
E. Mann, Director	54.0	$710	38,340.00
A. Goel, Senior Associate	19.0	$530	10,070.00
J. Doddrell, Associate	51.1	$500	25,550.00
B. Wei, Analyst	89.7	$385	34,534.50
A. Singels-Ludvik, Manager	2.6	$365	949.00
	254.5		$143,733.50
Add: Out of pocket expenses – Service Ontario re reprinting of ownership slips			481.42
			$144,214.92
Add: HST @ 13%			18,747.94
TOTAL INVOICE			**$162,962.86**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #10 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – March 16 to 29, 2025

E. Allin		**Hrs.**
Mar 17	Attend to vehicle monetization matters; attend call with IFT re: lease reporting among other issues; review sales and tax reporting; finalize distribution to the Agent and related reporting; participate in various correspondence with respect to lien releases; attend call with BDO re: ICBC registrations; participate in various correspondence and internal discussions re: Management Property and related matters.	5.1
Mar 18	Attend to vehicle monetization matters; address various title and lien issues; finalize distribution to the Agent; attend to various tax reporting issues; attend call with Cassels re: wind down and lien release process; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.2
Mar 19	Attend call with Tiger; attend to various lien related issues; attend call with Cassels re: various file matters; review list of Syndicate picked-up units; participate in correspondence with respect to lease reporting and related tax reporting; review invoices to be paid; participate in various correspondence and internal discussions re: Management Property and related matters.	3.3
Mar 20	Review corporate vehicle sales summary; review updated February lease reporting; attend to various lien issues; participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Mar 21	Review minimum prices provided by Dealership Network; attend call with the Company and the Monitor re: tax reporting and next steps; review February tax reporting; attend to various lien issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.5
Mar 24	Review updated February sales tax reporting; participate in various correspondence with respect to lien issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.1
Mar 25	Attend to various lien issues; attend to various vehicle monetization issues, review tax reporting and related issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.0
Mar 26	Attend call with Tiger and follow-up review of outstanding documentation with respect to same; review tax filings and related issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.1

Mar 27	Review detailed lease reporting as compared to lease history; attend to various lien issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.5
Mar 28	Attend various calls with Dealership Network; attend to various vehicle monetization matters; attend to various tax issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.1

TOTAL – E. Allin **28.4 hrs.**

H. Tanwar **Hrs.**

Mar 17	Internal discussions to review February reporting data and email communications.	0.7
Mar 20	Review of February data; participate in discussions regarding discrepancies and internal discussion regarding same.	1.0
Mar 21	Review Canadian sales tax (GST/HST/QST/PST); participate in internal discussions; review of returns, including provision of comments and review of supporting documentations (3 entities - Pride Truck sales Ltd., Tpine Leasing and Pride Truck Rental).	4.0
Mar 24	Review updated sales tax reporting for Tpine Leasing and email to A&M Restructuring team.	1.0
Mar 25	Meeting with A&M Restructuring team to discuss Pride's February reporting and address PST matters.	1.5
Mar 27	Review of updated/revised return workings.	1.0
Mar 28	Review filing confirmations for the returns October 2024 to February 2025 (3 Pride entities).	0.5

TOTAL – H. Tanwar **9.7 hrs.**

E. Mann **Hrs.**

Mar 17	Attend to vehicle monetization matters; attend to lease matters; review tax reporting; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0

Mar 18	Attend to vehicle monetization matters; attend to lease matters; review tax reporting; correspondence with Pride re: US titles; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Mar 19	Attend to vehicle monetization matters; attend to lease matters; review tax reporting; correspondence with Pride re: US titles; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Mar 20	Attend to vehicle monetization matters; attend to lease matters; correspondence with Pride re: US titles; attend to third-party liens; correspondence with Bennington regarding lien discharges; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Mar 21	Attend to vehicle monetization matters; attend to lease matters; correspondence with Pride re: US title; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Mar 24	Attend to vehicle monetization matters; review professional fee budget; discussions with Tiger regarding upcoming auction; review lease payment collections; attend to lease matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Mar 25	Attend to vehicle monetization matters; review tax reporting; attend to lease matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Mar 26	Attend to vehicle monetization matters; review tax reporting; attend to lease matters, including correspondence with Pride; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Mar 27	Attend to vehicle monetization matters; attend to lease matters, including correspondence with Pride and IFT; attend at Court and prepare for same; correspondence with Pride re: titles; review tax reporting and sales reporting; facilitate distributions; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0

Mar 28	Attend to vehicle monetization matters; coordinate title matters; attend to lease matters; attend calls with Dealership Network; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
TOTAL – E. Mann		**54.0 hrs.**

A. Goel		**Hrs.**
Mar 17	Internal discussions regarding data for Canadian sales tax (GST/HST/QST/PST) for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	1.5
Mar 18	Review sales tax data shared for the three entities and various discussions with A&M Restructuring team and H. Tanwar to discuss observations.	2.5
Mar 19	Preparation of detailed returns for the three entities and documentation of observations/comments for each entity.	4.2
Mar 20	Internal discussions regarding the Canadian sales tax returns, observations, and sales tax data for the three entities.	1.0
Mar 21	Review various sales and purchase invoices, prepare Canadian sales tax returns for the January period, and participate in various internal discussions regarding the same.	4.0
Mar 27	Prepare various updates to the returns for the three entities and prepare final excel workbook including associated comments.	2.8
Mar 28	File GST/HST returns of three entities for periods from October 2024 to February 2025 and send final confirmation emails to the A&M Restructuring team.	3.0
TOTAL – A. Goel		**19.0 hrs.**

J. Doddrell		**Hrs.**
Mar 17	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; review of US sales tax queries; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3

Mar 18	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; update unit sales tracker; review monthly sales and tax reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3
Mar 19	Attend calls with the Dealership Network re: progress of sales and unit pickups; review of offers received by the Dealership Network; update unit sales tracker; review of third-party liens discharged; review of invoices to pay; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.1
Mar 20	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of lease reporting data received; obtain ownership documents for corporate vehicles; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.4
Mar 21	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.9
Mar 24	Review offers received by the Dealership Network; Review of draft sales invoices.	1.0
Mar 25	Reconcile account receipts and disbursements; and review of offers received by the Dealership Network.	1.3
Mar 26	Review offers received by the Dealership Network; and review of draft sales invoices.	1.0
Mar 27	Review offers received by the Dealership Network; and review of draft sales invoices.	1.6
Mar 28	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; attend call with Service Ontario to discuss entity sanctions; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.2
TOTAL – J. Doddrell		**51.1 hrs.**

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – March 16 to 29, 2025

B. Wei		**Hrs.**
Mar 17	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review February sales and tax reporting; review and track invoices received; update sales and dealer trackers for sales activity; attend calls with the Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	8.2
Mar 18	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; track registration titles received and identify missing titles and try to locate for same; review offers received from Dealership Network; prepare package for Century to review selling prices; attend calls with the Dealership Network re: sales; review and track invoices received; update sales and dealer trackers for activity; review lease reporting; and participate in various correspondence and internal discussions re: management property and related matters.	8.0
Mar 19	Review lease reporting; attend calls with Dealership Network and Tiger re: sales; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; review and track invoices received; review sales of corporate vehicles; and participate in various correspondence and internal discussions re: management property and related matters.	7.5
Mar 20	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review POA status for units in inventory; review February tax reporting and attend calls for same; review offers received from Dealership Network; update sales and dealer trackers for sales activity; review payments to be made and prepare wire forms for same; and participate in various correspondence and internal discussions re: management property and related matters.	8.6
Mar 21	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review offers received from Dealership Network; update sales and dealer trackers for sales activity; review and track invoices received; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	8.3
Mar 22	Update sales and dealer trackers for sales activity; review and track invoices received.	3.3
Mar 23	Update sales and dealer trackers for sales activity; review and track invoices received.	2.6

Mar 24	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare insurance change form; prepare package for Century to review selling prices and reconditioning quotes and review Century response for same; review and track invoices and attend calls with Dealership Network re: same; update sales and dealer trackers for sales activity; and participate in various correspondence and internal discussions re: management property and related matters.	8.5
Mar 25	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review offers received from Dealership Network; update sales and dealer trackers for sales activity; review and track invoices received; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	8.1
Mar 26	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; prepare package for Century to review selling prices and reconditioning quotes and review Century response for same; review offers received from Dealership Network; review and track invoices received; update sales and dealer trackers for sales activity; review title status; and participate in various correspondence and internal discussions re: management property and related matters.	10.3
Mar 27	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; review offers received from Dealership Network; review February tax reporting; review and track invoices received; update sales and dealer trackers for sales activity; and participate in various correspondence and internal discussions re: management property and related matters.	9.5
Mar 28	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; review offers received from Dealership Network; review payments to be made and prepare wire forms and cheques for same; update sales and dealer trackers for sales activity; and participate in various correspondence and internal discussions re: management property and related matters.	6.8
TOTAL – B. Wei		**89.7 hrs.**

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – March 16 to 29, 2025

A. Singels-Ludvik		**Hrs.**
Mar 18	Review emails regarding incoming payments; confirm same and update R&D; review emails regarding distributions to RBC and prepare wires regarding same.	0.5
Mar 25	Review emails regarding incoming payments; confirm same and update R&D; follow-up discussions regarding same.	0.6
Mar 28	Review emails regarding HST remittances; follow-up discussions regarding same; update R&D; bank reconciliations to date.	1.5
TOTAL – A. Singels-Ludvik		**2.6 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
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200 Bay Street, Suite 3501, P.O. Box 22
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Phone: +1 416 847 5200
Fax: +1 416 847 5201

May 8, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #11 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period March 30 to April 12, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	3.4	$1,295	$4,403.00
E. Allin, Senior Director	36.7	$900	33,030.00
H. Tanwar, Senior Director	1.5	$900	1,350.00
E. Mann, Director	47.4	$710	33,654.00
A. Goel, Senior Associate	4.3	$530	2,279.00
J. Doddrell, Associate	58.2	$500	29,100.00
B. Wei, Analyst	89.5	$385	34,457.50
A. Singels-Ludvik, Manager	1.6	$365	584.00
	242.6		$138,857.50
Add: HST @ 13%			18,051.48
TOTAL INVOICE			**$156,908.98**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #11 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – March 30 to April 12, 2025

D. McIntosh		**Hrs.**
Apr 2	Internal discussions re: MCV/PCV status; review various schedules; review/execute Quebec POA.	1.5
Apr 3	Review and approve wire transfer/disbursement requests.	0.5
Apr 4	Review draft proceeds distribution schedules/approve distribution to Agent.	0.7
Apr 8	Review and approve wire transfer/disbursement requests.	0.4
Apr 9	Review and approve wire transfer/disbursement requests.	0.3
TOTAL – D. McIntosh		**3.4 hrs.**

E. Allin		**Hrs.**
Mar 31	Attend to title issues raised by Dealership Network; participate in various correspondence with respect to sanctions on certain units; payment review; review NCI units made available, participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Apr 1	Review Summary of Receipts and Disbursements and supporting schedules; review sales update; review various lien and title related issues, including third party liens; review NCI units made available; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.3
Apr 2	Attend call with Tiger; review invoices to be paid; attend to PST issues; review of lease contracts, review of Summary of Receipts and Disbursements and supporting sales and lease reporting; attend call with the Agent re: NCI units made available; participate in various correspondence and internal discussions re: Management Property and related matters.	5.7
Apr 3	Finalize Summary of Receipts & Disbursements and supporting schedules; attend to PST issues, address various monetization issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.5
Apr 4	Attend call with A&M tax re PST and related issues and review lease reporting and cab cards on file with respect to same, participate in various correspondence re: miscellaneous title issues; review payments to be made; participate in various correspondence and internal discussions re: Management Property and related matters.	3.0

Apr 7	Discuss issues with respect to PST; participate in various correspondence and internal discussions re: Management Property and related matters.	1.0
Apr 8	Attend calls with Dealership Network; attend to various vehicle monetization issues, attend to issues re: banking permissions; review of certain lease issues; review status of all missing titles and next steps with respect to same; review payments; participate in various correspondence and internal discussions re: Management Property and related matters.	4.5
Apr 9	Attend calls with Dealership Network; attend call with the Monitor re PST; attend call with Walmart counsel re: EV chargers and review various correspondence and documents with respect to same; attend call with Fasken and Agent re: same; review payments to be made; participate in various correspondence and internal discussions re: Management Property and related matters.	5.1
Apr 10	Attend call with IFT re: lease reporting; review NCI asset lists; review RBC bi-lateral turnover lists; attend call re: EV chargers; review payments to be made; participate in various correspondence and internal discussions re: Management Property and related matters.	2.6
Apr 11	Attend call with IFT re lease communication; attend call with the Agent re: various monetization and other file matters; attend call with Cassels re: various file matters; review Monitor feedback on turnover lists; participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
TOTAL – E. Allin		**36.7 hrs.**

H. Tanwar		**Hrs.**
Apr 1	Research and discussions with Aadik on PST (3 provinces) exemptions on multijurisdictional vehicles and email to NACR team.	1.0
Apr 4	Call with NACR team to discuss PST issues.	0.5
TOTAL – H. Tanwar		**1.5 hrs.**

E. Mann		**Hrs.**
Mar 31	Attend to vehicle monetization matters; attend to lease matters; review emails regarding taxes; attend to third-party liens; discussions with the Monitor regarding PST; coordinate with Mitsubishi in respect of funds to be held in trust; participate in discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – March 30 to April 12, 2025

Apr 1	Attend to vehicle monetization matters; correspondence with Bennington regarding lien releases; attend to lease matters; correspondence with Pride re: US titles; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Apr 2	Attend to vehicle monetization matters; attend to lease matters; review sales update; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Apr 3	Attend to vehicle monetization matters; attend to lease matters; correspondence with Pride re: US titles; discussions with Tiger regarding upcoming auction; attend to third-party liens; correspondence with Bennington regarding lien discharges; coordinate Quebec lien discharges; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.0
Apr 4	Attend to vehicle monetization matters; attend to lease matters; coordinating Quebec lien discharges; review US tax reporting; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.0
Apr 7	Attend to vehicle monetization matters; review final turnover lists provided by the Monitor; review lease payment collections; attend to lease matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Apr 8	Attend to vehicle monetization matters; review IFT reporting; attend to lease matters; review final turnover lists provided by the Monitor; review NCI list; attend to banking matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Apr 9	Attend to vehicle monetization matters; review tax reporting; attend to lease matters, including correspondence with Pride; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.2
Apr 10	Attend to vehicle monetization matters; attend to lease matters, including correspondence with lessees, Pride and IFT; correspondence with Pride re: titles; review tax reporting and sales reporting; facilitate distributions; respond to CRA inquiry; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.7

Apr 11	Attend to vehicle monetization matters; coordinate title matters; attend to lease matters; correspondence with the Monitor regarding final turnover listings; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.5

TOTAL – E. Mann **47.4 hrs.**

A. Goel **Hrs.**

Mar 31	Email to H. Tanwar on research findings and pdfs extract and internal discussions; review of cab cards for all provinces; research on lease exemption under BC, MB and SK.	3.7
Apr 4	Internal call with team re PST and exemptions.	0.6

TOTAL – A. Goel **4.3 hrs.**

J. Doddrell **Hrs.**

Mar 31	Review offers received by the Dealership Network; review of draft sales invoices; reconcile account receipts and disbursements; arrange for collection of units from NCI; attend call with Service Ontario re: entity sanctions; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.3
Apr 1	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; update unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3
Apr 2	Attend calls with the Dealership Network re: progress of sales and unit pickups; review of offers received by the Dealership Network; update unit sales tracker; reconcile account receipts and disbursements; review of invoices to pay; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.7
Apr 3	Reconcile account receipts and disbursements; review of turnover listing received from the Monitor; review of draft sales invoices; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.8

Apr 8	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; attend call with IFT to discuss queries with monthly reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.2
Apr 9	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; review of third-party liens discharged; review of monthly lease reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Apr 10	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; attend call re sale of EV chargers; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Apr 11	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; prepare US sales tax return file; review of draft sales invoices and POA's; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
TOTAL – J. Doddrell		**58.2 hrs.**

B. Wei		**Hrs.**
Mar 31	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales and invoices; review offers received from Dealership Network; review and track invoices to pay; update sales and dealer trackers for daily activity; prepare wire form schedule and cheques; review title status; prepare package for Century to review selling prices and reconditioning quotes and review same; and participate in various correspondence and internal discussions re: management property and related matters.	9.1
Apr 1	Review and track status of third party liens discharged; attend calls with Dealership Network re: sales and invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review title and POA status; review offers provided by the Dealership Network; update sales and dealer trackers for daily activity; and participate in various correspondence and internal discussions re: management property and related matters.	8.9

Apr 2	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track invoices to pay; review POA status and prepare POA for newly picked up units; reconcile funds received; prepare package for Century to review selling prices and reconditioning quotes; attend calls with Tiger and Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	8.4
Apr 3	Review and track invoices and prepare wire form schedule for same; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; update sales and dealer trackers for daily activity; review POA status for Tiger units; review offers received from Dealership Network; reconcile funds received; and participate in various correspondence and internal discussions re: management property and related matters.	9.4
Apr 4	Review and track invoices and prepare wire form schedule for same; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend call with tax team re: tax reporting; attend calls with Dealership Network re: sales; update sales and dealer trackers for daily activity; review offers received from Dealership Network; and participate in various correspondence and internal discussions re: management property and related matters.	8.0
Apr 7	Review and track invoices; review offers received from Dealership Network; courier titles to Dealership Network and lessees; prepare March sales and tax reporting; update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	8.6
Apr 8	Review and track invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare wire form schedule; review POA status and prepare same for additional units picked up; prepare dealer amendment form; prepare insurance change form; prepare package for Century to review selling prices and reconditioning quotes and review same; update sales and dealer trackers for daily activity; and participate in various correspondence and internal discussions re: management property and related matters.	10.7

Apr 9	Review and track invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare package for Century to review selling prices and reconditioning quotes and review same; review offers received from Dealership Network; attend calls with Dealership Network re: sales and invoices; prepare March sales and tax reporting; and participate in various correspondence and internal discussions re: management property and related matters.	9.0
Apr 10	Prepare wire form schedule; review offers and proposed minimum prices received from Dealership Network; prepare March sales and tax reporting; update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: management property and related matters.	9.3
Apr 11	Review offers and proposed minimum prices received from Dealership Network; prepare March sales and tax reporting; update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; attend calls with Dealership Network re: sales; review and track invoices; and participate in various correspondence and internal discussions re: management property and related matters.	8.1
TOTAL – B. Wei		**89.5 hrs.**

A. Singels-Ludvik		**Hrs.**
Apr 1	Review emails regarding incoming payments; confirm same and update R&D; internal emails regarding same; bank reconciliations to March 31, 2025 on both CAD and USD accounts.	0.6
Apr 4	Review emails regarding incoming payments; confirm same and update R&D; review emails regarding payments required and prepare wires regarding same; internal emails regarding same; follow-up with RBC regarding wire confirmations.	0.8
Apr 10	Review emails regarding incoming payments; confirm same and update R&D; internal emails regarding same.	0.2
TOTAL – A. Singels-Ludvik		**1.6 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

May 26, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #12 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period April 13 to 26, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	0.4	$1,295	$518.00
E. Allin, Senior Director	22.7	$900	20,430.00
H. Tanwar, Senior Director	1.0	$900	900.00
E. Mann, Director	26.4	$710	18,744.00
A. Goel, Senior Associate	8.4	$530	4,452.00
J. Doddrell, Associate	49.9	$500	24,950.00
B. Wei, Analyst	71.1	$385	27,373.50
A. Singels-Ludvik, Manager	1.2	$365	438.00
	181.1		$97,805.50
Add: HST @ 13%			12,714.72
TOTAL INVOICE			**$110,520.22**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #12 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – April 13 to 26, 2025

D. McIntosh		**Hrs.**
Apr 23	Review and approval of various wire payments.	0.4
TOTAL – D. McIntosh		**0.4 hrs.**

E. Allin		**Hrs.**
Apr 14	Review March lease reporting, review turnover lists and feedback from the Monitor, review IFT communications; attend call with Cassels re: Walmart and other file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	2.8
Apr 15	Attend calls with the Dealership Network; attend call with Cassels re: Walmart chargers; attend to IFT expense related matters; review various lien and title related issues, including third party liens; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.0
Apr 16	Attend call with Tiger; attend call with Dealership Network; review of Summary of Receipts and Disbursements and supporting sales; review of reconciliation of funds received from Tiger and related costs; review of payments, participate in various correspondence and internal discussions re: Management Property and related matters.	3.2
Apr 17	Finalize Summary of Receipts & Disbursements and supporting schedules; participate in various correspondence and internal discussions re: Management Property and related matters.	2.0
Apr 21	Participate in various correspondence with Cassels on various file matters; review March sales and tax reporting; attend to various lien related issues; review letter re: asset titled to third party; review sales schedules; participate in various correspondence and internal discussions re: Management Property and related matters.	2.7
Apr 22	Attend call with Tiger re costs; review various correspondence with respect to lien and title issues; review wire requests; participate in discussions re: lease book and reporting data; participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Apr 23	Attend call with Tiger re: outstanding documentation and next auction; prepare for and attend call with IFT re: various file matters; review payments to be made; review Tiger settlement; participate in correspondence with respect to various lien and title issues; participate in various correspondence and internal discussions re: Management Property and related matters.	2.5

Apr 24	Attend to various lease related issues; review correspondence with respect to various lien and title issues; participate in various correspondence and internal discussions re: Management Property and related matters.	1.5
Apr 25	Attend to various lease related issues; review correspondence with respect to various lien and title issues; participate in various correspondence with Cassels re: file matters; participate in various correspondence and internal discussions re: Management Property and related matters.	1.5

TOTAL – E. Allin **22.7 hrs.**

H. Tanwar **Hrs.**

Apr 24	Review March 2025 Sales tax filings for all 3 Pride entities.	1.0

TOTAL – H. Tanwar **1.0 hr.**

E. Mann **Hrs.**

Apr 14	Attend to vehicle monetization matters; attend to lease matters, including banking updates; review payments; correspondence re: voluntary surrender of leased assets; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5
Apr 15	Attend to vehicle monetization matters; attend to lease matters, including banking updates; attend to third-party liens; discussions with Pride regarding an abandoned unit; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Apr 16	Attend to vehicle monetization matters; attend to lease matters; review sales update; attend to third-party liens; correspondence with Tiger re: remaining US units; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.7
Apr 17	Attend to vehicle monetization matters; review US tax reporting; attend to lease matters; review sales update; attend to third-party liens; correspondence with Monitor re: corporate vehicle; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5

Apr 21	Attend to vehicle monetization matters; attend to lease matters; correspondence with Monitor re: corporate vehicle; review tax reporting; review disbursements; review letter re: unit not titled to Pride; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.0
Apr 22	Attend to vehicle monetization matters; review lease payment collections; correspondence with Pride re: abandoned unit; correspondence re: buyout of final corporate vehicle; attend to lease matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	4.2
Apr 23	Attend to vehicle monetization matters; review IFT reporting; attend to lease matters; attend to banking matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re: Management Property and related matters.	3.5

TOTAL – E. Mann **26.4 hrs.**

A. Goel **Hrs.**

Apr 21	Review sales tax data shared for Pride Truck Sales Ltd. and Tpine Leasing Capital Corp.; prepare return template for three entities.	1.2
Apr 22	Preparation of detailed returns for the three entities, and documenting observations/comments for each entity; various discussions with H. Tanwar re. observations and return data.	4.8
Apr 24	Review various sales and purchase invoices; prepare various updates to the returns for the three entities; prepare final excel workbook for the three entities including associated comments.	2.4

TOTAL – A. Goel **8.4 hrs.**

J. Doddrell **Hrs.**

Apr 14	Draft US sales tax file; review list of turned over assets provided by the Monitor; attend call with counsel re: EV chargers; review of draft sales invoices; update unit sales tracker; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.3

Apr 15	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; review of outstanding title documents; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Apr 16	Attend calls with the Dealership Network re: progress of sales; review of offers received by the Dealership Network; update unit sales tracker; reconcile account receipts and disbursements; review of invoices to pay; review of Tiger expenses incurred; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Apr 17	Reconcile account receipts and disbursements and prepare for distribution; update unit sales tracker; attend call with Brandt re outstanding pricing; review of draft sales invoices; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.7
Apr 21	Attend calls with Dealership Network re: progress of sales and status of condition reports; review of draft US sales tax workpapers received; review of Canadian tax reporting file; review of draft sales invoices and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Apr 22	Attend calls with Dealership Network re: progress of sales and status of condition reports; review offers received by the Dealership Network; review of draft sales invoices; review of auctioneer expenses; and participate in various correspondence and internal discussions re: Management Property and related matters.	5.5
Apr 23	Attend calls with Dealership Network re: progress of sales and status of condition reports; review of draft Power of Attorney; review of third-party liens discharged; and participate in various correspondence and internal discussions re: Management Property and related matters	4.5
TOTAL – J. Doddrell		**49.9 hrs.**

B. Wei		**Hrs.**
Apr 13	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; and review and track invoices.	1.4

Apr 14	Review offers and minimum prices received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update sales and dealer trackers for daily activity; review and track invoices; prepare March sales and tax reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.5
Apr 15	Review offers and minimum prices received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update sales and dealer trackers for daily activity; review and track invoices; review status of BOS and POAs for units in Tiger auction; prepare March sales and tax reporting; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.6
Apr 16	Review offers and minimum prices received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update sales and dealer trackers for daily activity; drive to the Mississauga and Milton Pride yards and take photos of same; prepare package for Century to review selling prices and reconditioning quotes and review same; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.9
Apr 17	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update sales and dealer trackers for daily activity; review offers and minimum prices received from Dealership Network; attend calls with Dealership Network re: sales; prepare package for Century to review selling prices and reconditioning quotes and review same; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Apr 21	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; reconcile funds received; review and track professional fees incurred; review March sales and tax reporting; prepare POAs for US lease units; review offers and minimum prices received from Dealership Network; review status of title documents; prepare package for Century to review selling prices and reconditioning quotes and review same; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.3

Apr 22	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review and track professional fees incurred; prepare POAs for US lease units; review offers and minimum prices received from Dealership Network; review status of title documents; prepare package for Century to review selling prices and reconditioning quotes and review same; and participate in various correspondence and internal discussions re: management property and related matters.	10.6
Apr 23	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare POAs for US lease units; prepare package for Century to review selling prices and reconditioning quotes and review same; review offers and minimum prices received from Dealership Network; review and track title documentation for US lease units; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; and participate in various correspondence and internal discussions re: Management Property and related matters.	12.1
Apr 25	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; and attend call with Dealership Network re: sales.	0.5
TOTAL – B. Wei		**71.1 hrs.**

A. Singels-Ludvik		**Hrs.**
Apr 21	Review emails regarding incoming payments; confirm same and update R&D; internal emails regarding same.	0.2
Apr 23	Review emails regarding incoming payments; confirm same and update R&D; review emails regarding payments required and prepare wires regarding same; internal emails regarding same; follow-up with RBC regarding wire confirmations.	1.0
TOTAL – A. Singels-Ludvik		**1.2 hrs.**

Alvarez & Marsal Canada Inc.
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200 Bay Street, Suite 3501, P.O. Box 22
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Fax: +1 416 847 5201

July 2, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #13 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period April 27 to May 10, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	1.1	$1,295	$1,424.50
E. Allin, Senior Director	19.5	$900	17,550.00
E. Mann, Director	30.3	$710	21,513.00
A. Goel, Senior Associate	3.3	$530	1,749.00
J. Doddrell, Associate	63.3	$500	31,650.00
B. Wei, Analyst	77.4	$385	29,799.00
A. Singels-Ludvik, Manager	3.8	$365	1,387.00
	198.7		$105,072.50
Add: Out of pocket expenses – reprinting of vehicle titles			786.00
			$105,858.50
Add: HST @ 13%			13,761.61
TOTAL INVOICE			**$119,620.11**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #13 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – April 27 to May 10, 2025

D. McIntosh		**Hrs.**
Apr 29	Review and approval of various March tax remittances and other invoice payments.	0.6
May 8	Review distribution of proceeds/vehicle sales report update; internal discussions re same.	0.5
TOTAL – D. McIntosh		**1.1 hrs.**

E. Allin		**Hrs.**
Apr 28	Attend call and participate in various correspondence with Cassels re various file matters; attend to various lease related issues; review correspondence with respect to various lien and title issues; participate in various correspondence and internal discussions re Management Property and related matters.	3.2
Apr 29	Attend call with Cassels re Walmart chargers and other file matters; review various lien and title related issues, review tax remittances; review invoices and related wires; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
May 5	Review receipts and disbursements and supporting schedules; review communication with respect to various vehicle monetization matters; review payments; participate in correspondence with respect to various lien and title issues; participate in various correspondence and internal discussions re Management Property and related matters.	2.5
May 6	Participate in various correspondence with Cassels on various file matters; participate in various correspondence and internal discussions re Management Property and related matters.	2.0
May 7	Attend call with Tiger; attend call with Dealership Network; attend call with Cassels re various file matters; finalize Summary of Receipts & Disbursements and supporting schedules; attend to various lien and title issues; review lease reporting; participate in various correspondence and internal discussions re Management Property and related matters.	4.0
May 8	Attend call with Cassels re various file matters; participate in correspondence with respect to various lien and title issues; participate in various correspondence and internal discussions re Management Property and related matters.	2.1

May 9	Attend call with IFT regarding the repossession process and other matters; review correspondence with respect to various lien and title issues; attend to various monetization matters; participate in various correspondence and internal discussions re Management Property and related matters.	2.2

TOTAL – E. Allin **19.5 hrs.**

E. Mann **Hrs.**

Apr 28	Attend to vehicle monetization matters; attend to lease matters, including banking updates; attend to third-party liens; prepare bank account sweep; correspond with Pride regarding bills of sales; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.0
Apr 29	Attend to vehicle monetization matters; attend to lease matters; review sales update; attend to third-party liens; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
Apr 30	Attend to vehicle monetization matters; attend to lease matters; review disbursements; review correspondence regarding unit not titled to Pride; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
May 1	Attend to vehicle monetization matters; attend to lease matters; review disbursements; review correspondence regarding potential buyout; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
May 2	Attend to vehicle monetization matters; review IFT reporting; attend to lease matters; facilitate lease buyout negotiations; review receipts and disbursements; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.8
May 7	Attend to vehicle monetization matters; review IFT reporting; attend to lease matters; review sales update; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.5

May 8	Attend to vehicle monetization matters; review IFT reporting; attend to lease matters; review Monitor turn-over reports and related cost allocation; review disbursements; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
May 9	Attend to vehicle monetization matters; review IFT reporting; attend to lease matters; discussions with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
TOTAL – E. Mann		**30.3 hrs.**

A. Goel		**Hrs.**
Apr 28	File GST/HST returns of three entities for period March 2025 and send final confirmation emails to the A&M Restructuring team.	1.7
May 9	Prepare response re query from A&M Restructuring team; internal discussions with B. Wei and H. Tanwar and review of invoice.	1.6
TOTAL – A. Goel		**3.3 hrs.**

J. Doddrell		**Hrs.**
Apr 28	Review monthly tax reporting; review list of turned over assets provided by the Monitor; review of draft sales invoices; update unit sales tracker; review offers received by the Dealership Network; review of title documents on file; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
Apr 29	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of invoices received from the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	7.1
Apr 30	Attend calls with the Dealership Network re progress of sales; review of offers received by the Dealership Network; update unit sales tracker; attend call with Saskatoon Police re seized unit; and participate in various correspondence and internal discussions re Management Property and related matters.	7.4

May 1	Attend calls with the Dealership Network re progress of sales; review of offers received by the Dealership Network; update unit sales tracker; reconcile account receipts and disbursements and prepare distribution; review invoices to pay; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1
May 2	Attend calls with Dealership Network re progress of sales and status of closing deals; review offers received by the Dealership Network; review of draft sales invoices; review of auctioneer expenses; and participate in various correspondence and internal discussions re Management Property and related matters.	7.2
May 5	Review of offers received by the Dealership Network; review of lien discharges.	1.5
May 6	Review of offers received by the Dealership Network; review of draft sales invoices.	1.2
May 7	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; attend call with IFT re invoice and account aging; review of invoices received; and participate in various correspondence and internal discussions re Management Property and related matters.	7.9
May 8	Attend calls with Dealership Network re progress of sales and status of active deals; review of offers received by the Dealership Network; review of outstanding invoices due to the Dealership Network; reconcile lease servicer bank accounts; reconcile account receipts and disbursements; review of Schedule B of the CMO; participate in various correspondence and internal discussions re Management Property and related matters.	8.1
May 9	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of invoices received from the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	6.8
TOTAL – J. Doddrell		**63.3 hrs.**

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – April 27 to May 10, 2025

B. Wei		**Hrs.**
Apr 28	Review sales reporting; update sales and dealer trackers for daily activity; prepare and deposit cheques for tax remittance; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received re sales; review title status for US units on lease; review and track invoices; and participate in various correspondence and internal discussions re Management Property and related matters.	9.1
Apr 29	Review and track invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare wire requests; prepare package for Century to review selling prices and reconditioning quotes and review same; update sales and dealer trackers for daily activity; review offers and minimum prices received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	9.0
Apr 30	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare package for Century to review selling prices and reconditioning quotes and review same; review and track invoices; attend calls with Dealership Network re sales; review US sales taxes; update sales and dealer trackers for daily activity; deposit cheques; prepare wire requests; and participate in various correspondence and internal discussions re Management Property and related matters.	8.7
May 1	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales; review offers and minimum prices received from Dealership Network; update sales and dealer trackers for daily activity; reconcile funds received re sales; attend to repair liens; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
May 2	Review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same;; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received re sales; update sales and dealer trackers for daily activity; attend to repair liens; attend call with the Company re titling issues; and participate in various correspondence and internal discussions re Management Property and related matters.	11.8
May 5	Update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	1.2

May 6	Update sales and dealer trackers for daily activity; and track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales.	0.7
May 7	Update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received re sales; attend calls with Dealership Network re sales; prepare insurance change form; review status of POAs for lease units; and participate in various correspondence and internal discussions re Management Property and related matters.	9.4
May 8	Update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare dealer amendment forms; attend calls with Dealership Network re sales; review and prepare insurance change form; prepare POAs for units on lease; and participate in various correspondence and internal discussions re Management Property and related matters.	10.0
May 9	Update sales and dealer trackers for daily activity; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received re sales; prepare POAs for units on lease; attend calls with Dealership Network re sales; review offers and minimum prices received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.5
TOTAL – B. Wei		**77.4 hrs.**

A. Singels-Ludvik		**Hrs.**
Apr 29	Internal discussions regarding payments for HST and update Schedule of Receipts and Disbursements ("R&D") regarding same.	0.5
Apr 30	Review emails regarding payments required and prepare wires regarding same; internal emails regarding same; follow-up with RBC regarding wire confirmations.	1.5
May 5	Review emails regarding incoming payments; confirm same and update R&D; bank reconciliation to date on both CAD and USD accounts; internal emails regarding same.	1.0
May 6	Review email regarding payment required and prepare wire regarding same; follow-up with RBC regarding wire confirmation.	0.2
May 8	Review emails regarding incoming payments; confirm same and update R&D; internal emails regarding same.	0.2

May 9	Review email regarding payment required and prepare wire regarding same; follow-up with RBC regarding wire confirmation; internal discussions regarding incoming payments.	0.4
TOTAL – A. Singels-Ludvik		**3.8 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
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Fax: +1 416 847 5201

July 8, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #14 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period May 11 to 24, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	2.3	$1,295	$2,978.50
E. Allin, Senior Director	29.6	$900	26,640.00
H. Tanwar, Senior Director	0.5	$900	450.00
E. Mann, Director	40.3	$710	28,613.00
A. Goel, Senior Associate	3.6	$530	1,908.00
J. Doddrell, Associate	61.7	$500	30,850.00
B. Wei, Analyst	84.1	$385	32,378.50
A. Singels-Ludvik, Manager	3.3	$365	1,204.50
	225.4		$125,022.50
Add: HST @ 13%			16,252.93
TOTAL INVOICE			**$141,275.43**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #14 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – May 11 to 24, 2025

D. McIntosh		**Hrs.**
May 14	Internal discussions regarding Dealership Network matters.	0.5
May 15	Review and approve various wire payments.	0.3
May 23	Review and approve disbursements/wire transfers.	0.4
May 24	Review updated statement of receipts and disbursements and accompanying materials and provision of comments thereon; review and approve disbursements/wire transfers.	1.1
TOTAL – D. McIntosh		**2.3 hrs.**

E. Allin		**Hrs.**
May 12	Attend to vehicle monetization matters re PST; attend to various lease related issues; participate in various correspondence and internal discussions re Management Property and related matters.	2.5
May 13	Attend call with Cassels re Walmart chargers and other file matters; attend call with Dealership Network and review various vehicle offers, review sales update and prepare update on process; and participate in various correspondence and internal discussions re Management Property and related matters.	3.7
May 14	Review of April lease reporting; attend call with Ritchie Brothers re chargers; prepare update on inventory and lease status; attend call with BDO re Dealership Network matters and review documents with respect to same; participate in various correspondence with Cassels re file matters; various correspondence and internal discussions re Management Property and related matters.	4.9
May 15	Prepare update on sales and lease status; attend call with Agent re file matters; Participate in various correspondence with Cassels on file matters; attend call with Dealership Network; review invoices to be paid; review IFT repossession report and April metrics; participate in various correspondence and internal discussions re Management Property and related matters.	5.1
May 16	Attend to various lien issues; attend call with the Agent re various file matters; and internal discussions re Management Property and related matters.	1.1

May 20	Attend call with Dealership Network; participate in correspondence with respect to various lien and title issues; review and finalize summary of receipts & disbursements and supporting sales schedules; participate in various correspondence and internal discussions re Management Property and related matters.	2.2
May 21	Attend call with BDO re Dealership Network matters; participate in various correspondence with Cassels re Dealership Network matters; review April lease reporting; attend to various lien and title matters; participate in various correspondence and internal discussions re Management Property and related matters.	3.3
May 22	Attend call with Dealership Network; Attend call with Tiger re seized unit; attend call with Cassels re Dealership Network matter and draft memo re same; review tax reporting; attend to vehicle monetization matters; review correspondence with respect to various lien and title issues; participate in various correspondence and internal discussions re Management Property and related matters.	5.6
May 23	Attend to various monetization matters; participate in various correspondence and internal discussions re Management Property and related matters.	1.2
TOTAL – E. Allin		**29.6 hrs.**

H. Tanwar **Hrs.**

May 12	Response to query regarding SK PST on commission and call with the Dealership Network.	0.5
TOTAL – H. Tanwar		**0.5 hrs.**

E. Mann **Hrs.**

May 12	Attend to vehicle monetization matters; attend to lease matters; review disbursements; discussions with respect to PST remittance; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
May 13	Attend to vehicle monetization matters; attend to lease matters; review disbursements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.8

May 14	Attend to vehicle monetization matters; attend to lease matters; review sales update; discussions regarding Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.5
May 15	Attend to vehicle monetization matters; attend to lease matters, including review of lease reporting; review sales update; review Dealership Network transactions; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.5
May 16	Attend to vehicle monetization matters; attend to lease matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
May 20	Attend to vehicle monetization matters; attend to lease matters; review Dealership Network transactions; discussions with Pride and TGF re US titles; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
May 21	Attend to vehicle monetization matters; attend to lease matters; review tax reporting; review Dealership Network transactions; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
May 22	Attend to vehicle monetization matters; attend to lease matters; discussions with Tiger regarding auction matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
May 23	Attend to vehicle monetization matters; attend to lease matters, including correspondence with IFT; review turnover information provided by the Monitor; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
TOTAL – E. Mann		**40.3 hrs.**

A. Goel		**Hrs.**
May 12	Prepare response to query from A&M Restructuring Team.	0.5

May 22	Internal discussions with A&M Restructuring team regarding data for Canadian sales tax for Tpine Leasing Capital Corp.	0.4
May 23	Review various sales and purchase invoices and prepare Canadian sales tax returns for the April 2025 period for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	2.7
TOTAL – A. Goel		**3.6 hrs.**

J. Doddrell		**Hrs.**
May 12	Draft monthly reporting for US sales tax; review monthly sales reporting; review of draft sales invoices; update unit sales tracker; review offers received by the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	6.9
May 13	Attend calls with the Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of total leases transitioned to IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1
May 14	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of payments to be made to the Dealership Network; review of Dealership Network transactions; and participate in various correspondence and internal discussions re Management Property and related matters	9.5
May 15	Attend calls with the Dealership Network re progress of sales; review of offers received by the Dealership Network; update unit sales tracker; review of Dealership Network transactions; and participate in various correspondence and internal discussions re Management Property and related matters.	7.7
May 16	Attend calls with Dealership Network re progress of sales and status of closing deals; review offers received by the Dealership Network; review of workpapers for US tax return; review listing of assets turned over provided by the Monitor; and participate in various correspondence and internal discussions re Management Property and related matters.	7.2

May 20	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of payments to be made to the Dealership Network; review of sale closing documentation; and participate in various correspondence and internal discussions re Management Property and related matters	8.7
May 21	Review offers received by the Dealership Network; review of draft sales invoices; review of asset turnover list provided by the Monitor; review of monthly tax reporting; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
May 22	Attend calls with Dealership Network re progress of sales and status of active deals; review of offers received by the Dealership Network; review of invoices for the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	5.4
May 23	Review offers received by the Dealership Network; review of draft sales invoices; review of invoices for the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	4.7
TOTAL – J. Doddrell		**61.7 hrs.**

B. Wei		**Hrs.**
May 12	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales, taxes, and transfer of funds; review offers and minimum prices received from Dealership Network; prepare POAs to be executed; update sales and dealer trackers for daily activity; reconcile funds to be received; review status of deals pending close and follow-up with Dealership Network re same; and participate in various correspondence and internal discussions re Management Property and related matters.	8.3
May 13	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and prepare POAs to be executed; attend calls with Dealership Network re sales; update sales and dealer trackers for daily activity; prepare package for Century to review selling prices and review same; review offers received from Dealership Network; reconcile funds received; and participate in various correspondence and internal discussions re Management Property and related matters.	9.4

May 14	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales; update sales and dealer trackers for daily activity; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; prepare package for Century to review selling prices and review same; review and track MTO searches for select Dealership Network transactions; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	10.2
May 15	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers for daily activity; attend calls with Dealership Network re sales; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1
May 16	Prepare wires to be processed; review status of POAs; update sales and dealer trackers for daily activity; attend calls with Dealership Network re sales; review and track MTO searches for select Dealership Network units; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	7.5
May 19	Review and track invoices; update sales and dealer trackers; and prepare April sales and tax reporting.	1.6
May 20	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare April sales and tax reporting; attend calls with Dealership Network re sales; review select Dealership Network transactions; reconcile funds received; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	10.5
May 21	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received; prepare April sales and tax reporting; attend calls with Dealership Network re sales; update sales and dealer trackers; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.9

May 22	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received; attend calls with Dealership Network re sales and invoices; update sales and dealer trackers; prepare package for Century to review selling prices and review same; review status of deals pending close and follow up with Dealership Network re same; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; and participate in various correspondence and internal discussions re Management Property and related matters.	10.2
May 23	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; reconcile funds re deals pending close; prepare package for Century to review selling prices and reconditioning quotes and review same; attend calls with Dealership Network re sales; attend call with Service Ontario re title reprinting; review and track MTO searches for select Dealership Network units; and participate in various correspondence and internal discussions re Management Property and related matters.	8.4
TOTAL – B. Wei		**84.1 hrs.**

A. Singels-Ludvik		**Hrs.**
May 15	Review payment requests and related invoices, update schedule of receipts and disbursements ("R&D Schedule") in respect of same and prepare wire transfers as applicable.	2.2
May 21	Review payment request and review bank activity; prepare wire transfer and update the R&D Schedule in respect of same.	0.3
May 22	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same.	0.6
May 23	Review payment request; update the R&D Schedule in respect of same and prepare wire transfer as applicable.	0.2
TOTAL – A. Singels-Ludvik		**3.3 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
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200 Bay Street, Suite 3501, P.O. Box 22
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Fax: +1 416 847 5201

July 14, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #15 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the two-week period May 25 to June 7, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	2.2	$1,295	$2,849.00
E. Allin, Senior Director	26.2	$900	23,580.00
H. Tanwar, Senior Director (Tax)	0.5	$900	450.00
E. Mann, Director	29.0	$710	20,590.00
K. Park, Director (Tax)	2.8	$660	1,848.00
A. Goel, Senior Associate (Tax)	11.3	$530	5,989.00
J. Doddrell, Associate	43.3	$500	21,650.00
B. Wei, Analyst	104.0	$385	40,040.00
A. Singels-Ludvik, Manager	5.9	$365	2,153.50
	225.2		$119,149.50
Add: HST @ 13%			15,489.44
TOTAL INVOICE			**$134,638.94**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #15 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – May 25 to June 7, 2025

D. McIntosh		**Hrs.**
May 27	Review memorandum re Dealership Network matters and provide comments.	1.4
June 4	Review updated R&D report and provision of comments re same; review proposed distribution and BMO direction.	0.8
TOTAL – D. McIntosh		**2.2 hrs.**

E. Allin		**Hrs.**
May 26	Attend to vehicle monetization matters; attend to various lease related issues; participate in various correspondence and internal discussions re Management Property and related matters.	2.5
May 27	Review active deals and status of same; attend to various lease related issues; attend to various title related matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.0
May 28	Attend call with Cassels re Dealership Network matters; attend to various title and lien related matters; participate in correspondence and internal discussions re Management Property and related matters.	2.0
May 29	Participate in various correspondence with Cassels on Dealership Network matter; attend call with IFT re repossession efforts; review tax reporting; review invoices to be paid; attend to various lease related issues; participate in various correspondence and internal discussions re Management Property and related matters.	3.2
May 30	Attend call with Agent re various file matters; attend call with Cassels re Dealership Network matter; attend to various lien issues; review finalized tax reporting; review updated sales; review payments to be made; and participate in internal discussions re Management Property and related matters.	3.5
June 2	Attend call with BDO re Dealership Network; participate in correspondence with respect to various lien and title issues; review and finalize summary of receipts & disbursements and supporting sales schedules; participate in various correspondence and internal discussions re Management Property and related matters.	3.0
June 3	Attend call with Tiger re final reconciliation and other matters; attend call with Cassels re file matters; participate in various correspondence and internal discussions re Management Property and related matters.	2.5

June 4	Attend call with IFT re lien release process and other file matters; finalize distribution and direction to pay with Agent; review Monitor turn-over lists; review Monitor's cost allocation as it relates to the Manager's activities; participate in various correspondence and internal discussions re Management Property and related matters.	3.7
June 5	Participate in correspondence with Cassels regarding file matters; review various lease data; and participate in various correspondence and internal discussions re Management Property and related matters.	1.8
June 6	Attend to various monetization matters and review payments to be made; review Monitor's cost allocation as it relates to the Manager's activities; participate in various correspondence and internal discussions re Management Property and related matters.	2.0
TOTAL – E. Allin		**26.2 hrs.**

H. Tanwar (Tax)		**Hrs.**
May 29	Review GST/HST, PST & QST working papers for all 3 Pride entities (April 2025).	0.5
TOTAL – H. Tanwar		**0.5 hrs.**

E. Mann		**Hrs.**
May 26	Attend to vehicle monetization matters; attend to lease matters; review receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
May 27	Attend to vehicle monetization matters; attend to lease matters; and participate in various correspondence and internal discussions re Management Property and related matters.	1.0
May 28	Attend to vehicle monetization matters; attend to lease matters; review disbursements; participate in discussions re reported stolen unit; review insurance settlements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 2	Attend to vehicle monetization matters; attend to lease matters; review sales update; correspondence with Pride re transitioned leases; review requested lien discharges; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5

June 3	Attend to vehicle monetization matters; attend to lease matters; review discharged liens and correspondence with secured creditor re same; review correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
June 4	Attend to vehicle monetization matters; attend to lease matters; review Monitor turn-over lists; review Monitor's cost allocation as it relates to the Manager's activities; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 5	Attend to vehicle monetization matters; attend to lease matters; review sales update; review Monitor's cost allocation as it relates to the Manager's activities; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
June 6	Attend to vehicle monetization matters; attend to lease matters; review lease reporting; correspondence with A. Johal regarding corporate vehicle buyout; review Monitor's cost allocation as it relates to the Manager's activities; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
TOTAL – E. Mann		**29.0 hrs.**

K. Park (Tax)		**Hrs.**
May 27	Research on bad debt GST/HST reporting, review of GST/HST returns for Tpine Truck Rental Inc. and Pride Truck Sales Ltd. for April 2025, internal call to discuss.	1.3
May 28	GST/HST return review for Tpine Leasing for April 2025.	1.5
TOTAL – K. Park		**2.8 hrs.**

A. Goel (Tax)		**Hrs.**
May 27	Internal discussions with A&M Restructuring team and A&M Tax team regarding data for Tpine Leasing Capital Corp.; review various sales and purchase invoices and prepare Canadian sales tax returns for the April 2025 period for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	5.6

May 28	Review various sales and purchase invoices and prepare Canadian sales tax returns for the April 2025 period for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	3.0
May 29	Prepare various updates to the returns for the three entities and prepare final excel workbook including associated comments.	1.7
May 30	File GST/HST returns of three entities for April 2025 and send final confirmation emails to the A&M Restructuring team.	1.0
TOTAL – A. Goel		**11.3 hrs.**

J. Doddrell		**Hrs.**
May 26	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; reconcile account receipts and disbursements; review of cost allocation model provided by the Monitor as it relates to the Manager's activities; and participate in various correspondence and internal discussions re Management Property and related matters.	8.2
May 27	Attend calls with Dealership Network re progress of sales and status of active deals; review of draft sales invoices; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	3.4
May 28	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of payments to be made to the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	5.3
May 29	Attend calls with the Dealership Network re progress of sales; review of offers received by the Dealership Network; update unit sales tracker; review of payments due to the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	5.5
May 30	Attend calls with Dealership Network re progress of sales and status of closing deals; review offers received by the Dealership Network; attend calls with Saskatchewan registrations department re printing of titles; and participate in various correspondence and internal discussions re Management Property and related matters.	5.6

June 2	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of payments to be made to the Dealership Network; review of sale closing documentation; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	8.8
June 3	Review offers received by the Dealership Network; review of draft sales invoices; review expense detail provided by Tiger and attend call with Tiger to discuss same; and participate in various correspondence and internal discussions re Management Property and related matters.	2.8
June 4	Review of offers received by the Dealership Network; review of outstanding draft sales invoices; attend call with the Monitor re lease payments owing; and participate in various correspondence and internal discussions re Management Property and related matters.	1.9
June 5	Review offers received by the Dealership Network; review of draft sales invoices; and participate in various correspondence and internal discussions re Management Property and related matters.	1.8
TOTAL – J. Doddrell		**43.3 hrs.**

B. Wei		**Hrs.**
May 26	Review Century provided values and reconditioning quotes; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend call with Service Ontario re title reprinting; review status of title reprints and registration searches at Service Ontario; attend calls with Dealership Network re sales; review offers received from Dealership Network; review and track professional fees incurred; reconcile funds received; and participate in various correspondence and internal discussions re Management Property and related matters.	11.2
May 27	Prepare package for Century to review selling prices and reconditioning quotes and review same; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend to Service Ontario re title reprints; attend calls with Dealership Network re sales; review offers received from Dealership Network; reconcile funds received; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	9.4

May 28	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales; reconcile funds re deals pending close; prepare package for Century to review selling prices and reconditioning quotes and review same; review and track titles and registration searches; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	9.1
May 29	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales and invoices; review and track titles and registration searches; prepare wires to be processed; prepare package for Century to review selling prices and reconditioning quotes and review same; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.9
May 30	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales and invoices; reconcile funds to be transferred re deals pending close; prepare wires to be processed; review offers received from Dealership Network; update sales and dealer trackers; review Century provided values and reconditioning quotes; and participate in various correspondence and internal discussions re Management Property and related matters.	8.5
June 1	Reconcile funds to be transferred re deals pending close; and update sales and dealer trackers.	1.3
June 2	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare cheques re tax remittance; attend calls with Dealership Network re sales and invoices; review the status of POAs for US lease units; reconcile funds to be transferred re deals pending close; prepare package for Century to review selling prices and review same; update sales and dealer trackers; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	12.0
June 3	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track invoices; review Dealership Network matters; review status of RSLA liens and contact repair shops re same; attend calls with Dealership Network re sales; prepare package for Century to review selling prices and review same; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	10.5

June 4	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; attend calls with Dealership Network re sales; review of lease portfolio data; update sales and dealer trackers; reconcile funds received; and participate in various correspondence and internal discussions re Management Property and related matters.	10.1
June 5	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare wires to be processed; prepare insurance change forms; attend calls with repair shops re RSLA liens; attend calls with Dealership Network re sales; review offers received from Dealership Network; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	9.6
June 6	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review Dealership Network matters; prepare wires to be processed; review offers received from Dealership Network; update sales and dealer trackers; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	10.8
June 7	Review Dealership Network matters; and update sales and dealer trackers.	1.6
TOTAL – B. Wei		**104.0 hrs.**

A. Singels-Ludvik		**Hrs.**
May 28	Review email regarding wire request to transfer funds from Pride account; prepare wire request to RBC regarding same; review bank activity and update the schedule of receipts and disbursements ("R&D Schedule") for incoming receipts; emails regarding same.	1.0
May 29	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; bank reconciliations to date; internal discussions regarding incoming receipts and backup regarding same.	1.5
May 30	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; review payment request and process wire regarding same; follow-up with RBC regarding wire confirmation.	0.8
June 2	Review payment requests; update the R&D Schedule in respect of same and prepare wire transfers as applicable; internal discussions regarding same.	1.0

June 3	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
June 4	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
June 5	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	0.8
June 6	Update wires to reflect current date and follow-up with RBC regarding wire confirmations; review bank activity and update for incoming wires.	0.4
TOTAL – A. Singels-Ludvik		**5.9 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
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Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

July 14, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #16 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the three-week period June 8 to 28, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	1.5	$1,295	$1,942.50
E. Allin, Senior Director	41.0	$900	36,900.00
H. Tanwar, Senior Director (Tax)	0.5	$900	450.00
E. Mann, Director	44.8	$710	31,808.00
K. Park, Director (Tax)	1.5	$660	990.00
A. Goel, Senior Associate (Tax)	14.4	$530	7,632.00
J. Doddrell, Associate	64.9	$500	32,450.00
B. Wei, Analyst	113.2	$385	43,582.00
A. Singels-Ludvik, Manager	3.2	$365	1,168.00
	285.0		$156,922.50
Add: HST @ 13%			20,399.93
TOTAL INVOICE			**$177,322.43**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #16 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – June 8 to 28, 2025

D. McIntosh		**Hrs.**
June 9	Review disbursements/approve wire payments.	0.5
June 24	Review R&D/sales update report.	0.3
June 27	Review and approve wire transfers/disbursements; review/approve May tax payments.	0.7
TOTAL – D. McIntosh		**1.5 hrs.**

E. Allin		**Hrs.**
June 9	Review payments to be made; review lease reporting; attend to vehicle monetization matters; participate in various correspondence and internal discussions re Management Property and related matters.	3.4
June 10	Attend call with Cassels re various file matters, attend to lease matters; review documentation provided by Dealership Network; attend to various lease related matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.6
June 11	Attend call with Cassels and Fasken re dealership matters; attend to various title and lien related matters; review lease data; and participate in correspondence and internal discussions re Management Property and related matters.	2.7
June 12	Review invoices to be paid; attend to various title and lien related issues; attend call with Agent re Dealership Network matters; participate in various correspondence and internal discussions re Management Property and related matters.	3.4
June 13	Attend to vehicle monetization matters; review lease reporting and attend to lease matters; review sales update; and participate in internal discussions re Management Property and related matters.	2.9
June 16	Attend to various title and lien related issues; review lease reporting; review receipts and disbursements; participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 17	Attend to various title and lien related issues; review lease reporting; participate in correspondence with Cassels re various file matters; participate in various correspondence and internal discussions re Management Property and related matters.	3.5

June 18	Attend call with BDO re Dealership Network matters; attend to vehicle monetization matters; attend to lease matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
June 19	Participate in various correspondence and internal discussions re Management Property and related matters.	1.0
June 20	Review Monitor's Twenty-Eighth Report and related motion materials; Participate in various correspondence and internal discussions re Management Property and related matters.	1.0
June 23	Attend call with Cassels re various file matters; participate in various correspondence and internal discussions re Management Property and related matters.	1.0
June 24	Attend call with BDO re Dealership Network matters; attend call with the Agent re various file matters; review summary of receipts and disbursements and supporting sales reporting; review tax reporting; attend to various title issues; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
June 25	Attend to various title and lien related matters; and participate in correspondence and internal discussions re Management Property and related matters.	1.5
June 26	Review invoices to be paid; review repossession report provided by IFT; attend call with Cassels re various file matters; review RSLA liens to be addressed; review sales status with each dealership; participate in various correspondence and internal discussions re Management Property and related matters.	2.5
June 27	Attend call with IFT; review of various lease reporting data; attend call with Cassels re various file matters; review RBC bi-lateral analysis; and participate in internal discussions re Management Property and related matters.	4.0
TOTAL – E. Allin		**41.0 hrs.**

H. Tanwar (Tax)		**Hrs.**
June 25	Review GST/HST, PST, QST return working for all 3 Pride entities.	0.5
TOTAL – H. Tanwar		**0.5 hrs.**

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – June 8 to 28, 2025

E. Mann		**Hrs.**
June 9	Attend to vehicle monetization matters; attend to lease matters; review sales update; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
June 10	Attend to vehicle monetization matters; attend to lease matters, including review of delinquency data; review sales update; review title protocol re lease portfolio; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
June 11	Attend to vehicle monetization matters; attend to lease matters, including review of delinquency data; review sales update; discussions with Dealer re missing titles; attend to banking matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
June 13	Attend to vehicle monetization matters; attend to lease matters; review repossession report; review sales update; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 16	Attend to vehicle monetization matters; attend to lease matters; review lease reporting; review sales update; correspondence with Cassels regarding file matters; review receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 17	Attend to vehicle monetization matters; attend to lease matters; review sales update; discussions regarding missing titles; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 18	Attend to vehicle monetization matters; attend to lease matters; attend call re Dealership Matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
June 20	Review lien reports and correspondence with BDO regarding same; and participate in various correspondence and internal discussions re Management Property and related matters.	1.0

June 23	Attend to vehicle monetization matters; attend to lease matters, including review of lease buyout requests; review Monitor's Twenty-Eighth Report and related motion materials; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.8
June 24	Attend to vehicle monetization matters; attend to lease matters; review sales update; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 25	Discussions with Pride and Tiger regarding sold US units; and participate in various correspondence and internal discussions re Management Property and related matters.	1.5
June 26	Attend to vehicle monetization matters; attend to lease matters; review tax reporting; review disbursements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
June 27	Attend to vehicle monetization matters; attend to lease matters; review sales update; attend to banking matters; attend call with IFT; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
TOTAL – E. Mann		**44.8 hrs.**

K. Park (Tax)		**Hrs.**
June 24	Review of May returns for 3 entities, call with A. Goel to discuss Leasing Capital Co.'s findings.	1.5
TOTAL – K. Park		**1.5 hrs.**

A. Goel (Tax)		**Hrs.**
June 17	Internal discussions regarding data for Canadian sales tax for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	0.5
June 19	Internal discussions regarding data for Canadian sales tax for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	0.5

June 23	Various discussions with A&M Restructuring team and K. Park to discuss observations for three entities; preparation of detailed returns for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc. and documentation of observations/comments for each entity.	3.3
June 24	Review sales tax data shared for the three entities; review various sales and purchase invoices, prepare Canadian sales tax returns for May period, and participate in various internal discussions regarding same; prepare various updates to the returns for the three entities and prepare final excel workbook including associated comments; preparation of detailed returns for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc. and documentation of observations/comments for each entity.	8.6
June 26	File GST/HST returns of three entities for period May 2025 and send final confirmation emails to the A&M Restructuring team.	1.5
TOTAL – A. Goel		**14.4 hrs.**

J. Doddrell		**Hrs.**
June 9	Review of lease data received from IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
June 10	Review offers received by the Dealership Network; review of draft sales invoices; review of lease data received from IFT and participate in various correspondence and internal discussions re Management Property and related matters.	4.3
June 12	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; reconcile account receipts and disbursements; review of cost allocation model provided by the Monitor in connection with Manager's activities; and participate in various correspondence and internal discussions re Management Property and related matters.	7.8
June 13	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of lease data received form IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
June 16	Draft monthly reporting for US sales tax; and participate in various correspondence and internal discussions re Management Property and related matters.	1.8

June 17	Review of lease data received from IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
June 18	Review of sale closing documentation; review of Florida tax return workpapers; and participate in various correspondence and internal discussions re Management Property and related matters.	1.4
June 19	Review offers received by the Dealership Network; review of remaining US tax return workpapers.	1.2
June 23	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
June 24	Attend call with Dealership Network; Review offers received by the Dealership Network; review of draft sales invoices; draft distribution data for RBC Bi-lateral VINs; and participate in various correspondence and internal discussions re Management Property and related matters.	7.0
June 25	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of payments to be made to the Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	7.4
June 26	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of payments to be made to the Dealership Network; review outstanding US title queries; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
June 27	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of sale closing documentation; review of lease queries with IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	7.0
TOTAL – J. Doddrell		**64.9 hrs.**

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – June 8 to 28, 2025

B. Wei		**Hrs.**
June 9	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare May sales and tax reporting; prepare package for Century to review selling prices and review same; review offers received from Dealership Network; attend calls with Dealership Network re sales; reconcile funds to be transferred re deals pending close; and participate in various correspondence and internal discussions re Management Property and related matters.	11.7
June 10	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review status of title documents and POAs for US lease units; attend calls with Dealership Network re sales; review and update invoice trackers; review and track professional fees incurred; review Dealership Network matters; reconcile funds received; and participate in various correspondence and internal discussions re Management Property and related matters.	10.0
June 11	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare May sales and tax reporting; attend calls with Dealership Network re sales; review offers received from Dealership Network; reconcile funds received; and participate in various correspondence and internal discussions re Management Property and related matters.	10.2
June 12	Prepare wires to be processed; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; review May sales and tax reporting; review offers received from Dealership Network; attend calls with Dealership Network re sales; reconcile funds received; and participate in various correspondence and internal discussions re Management Property and related matters.	9.1
June 13	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; review May sales and tax reporting; attend calls with Dealership Network re sales; reconcile funds received; prepare wires to be processed; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	8.3
June 16	Review Dealership Network matters; attend to title issues for lease units; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	4.6

June 17	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; review status for lease payments owed; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	2.1
June 18	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; attend to various title matters; deposit cheques; update sales and dealer trackers; attend calls with Dealership Network re sales; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	10.8
June 19	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare package for Century to review selling prices and review same; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	2.7
June 20	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; and attend calls with Dealership Network re sales.	0.6
June 23	Review title and POA status for lease units; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; attend calls with Dealership Network re sales; reconcile funds received; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	7.9
June 24	Review status of RSLA liens and invoices relating to same; prepare package for Century to review selling prices and review same; review title status for lease units; review offers received from Dealership Network; attend calls with Dealership Network re sales; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	7.6
June 25	Prepare package for Century to review selling prices and review same; review offers received from Dealership Network; update sales and dealer trackers; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	10.3

June 26	Review offers received from Dealership Network; update sales and dealer trackers; prepare package for Century to review selling prices and review same; review and update title, sales, and dealer trackers; prepare wires to be processed and cheques re tax remittance; send titles for leased units that have been seized; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	9.2
June 27	Prepare package for Century to review selling prices and review same; review offers received from Dealership Network; update sales and dealer trackers; review and update title, sales, and dealer trackers; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1
TOTAL – B. Wei		**113.2 hrs.**

A. Singels-Ludvik **Hrs.**

June 9	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	0.5
June 10	Review payment request and related invoices, update the R&D Schedule in respect of same and prepare wire transfer as applicable.	0.2
June 11	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
June 12	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
June 13	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfer as applicable.	0.5
June 17	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
June 23	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.3
June 26	Internal discussions regarding HST payments; review bank activity and update R&D Schedule regarding same; update bank reconciliation.	0.3

June 27	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable; update bank reconciliation.	0.8
TOTAL – A. Singels-Ludvik		**3.2 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

August 15, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #17 (850965 A&B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period June 29 to July 31, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	3.1	$1,295	$4,014.50
E. Allin, Senior Director	39.8	$900	35,820.00
H. Tanwar, Senior Director (Tax)	3.0	$900	2,700.00
E. Mann, Director	81.1	$710	57,581.00
K. Park, Director (Tax)	3.9	$660	2,574.00
A. Goel, Senior Associate (Tax)	7.8	$530	4,134.00
J. Doddrell, Associate	127.0	$500	63,500.00
B. Wei, Analyst	178.8	$385	68,838.00
A. Singels-Ludvik, Manager	4.2	$365	1,533.00
	448.7		$240,694.50
Add: Out of pocket expenses – courier charges			65.44
			$240,759.94
Add: HST @ 13%			31,298.79
TOTAL INVOICE			**$272,058.73**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #16 (850965A&B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – June 29 to July 31, 2025

D. McIntosh		**Hrs.**
July 4	Review and approve RBC bi-lateral distribution; review and approve wire transfer disbursements.	0.6
July 11	Review and approve wire transfer disbursements.	0.4
July 14	Review and approve wire transfer disbursements.	0.2
July 16	Review draft Dealership agreement, call with Cassels re same.	1.0
July 18	Review R&D/Distribution report.	0.4
July 28	Review and approve wire transfer disbursements including June tax payments.	0.5
TOTAL – D. McIntosh		**3.1 hrs.**

E. Allin		**Hrs.**
June 30	Attend call with the Monitor re PST; attend to various title matters; and participate in various correspondence and internal discussions re Management Property and related matters.	1.3
July 2	Attend to various title matters; review and finalize RBC Bi-lateral allocation of costs and distribution of net proceeds; attend to various lease matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.3
July 3	Participate in correspondence and internal discussions re Management Property and related matters.	1.3
July 4	Participate in correspondence and internal discussions re Management Property and related matters.	0.5
July 7	Review lease reporting; review third party lien discharges and tracking of same; attend to various lien issues; and participate in internal discussions re Management Property and related matters.	3.1
July 8	Review lease reporting and address various VIN specific issues; and participate in internal discussions re Management Property and related matters.	2.1
July 9	Review updated lease reporting and address various VIN specific issues; review insurance settlement; participate in various correspondence re Dealership Network matters; and participate in internal discussions re Management Property and related matters.	2.5

July 10	Attend call with Cassels re Dealership Network matters; review third party lien tracker; review invoices to be paid; participate in internal discussions re Management Property and related matters.	2.0
July 11	Attend to various lien and title issues; attend to various lease reporting matters; review wire requests; participate in internal discussions re Management Property and related matters.	2.2
July 17	Review updated lease reporting; attend to Dealership Network Matters; attend call with Cassels with respect to same; review sales reporting; and participate in internal discussions re Management Property and related matters.	2.1
July 21	Attend call with A&M tax; attend call with Cassels re various file matters; review R&D; review June tax reporting; review updated RBC bi-lateral reporting; review invoices to be paid; attend to lease related matters; review updated lease reporting; and participate in internal discussions re Management Property and related matters.	4.2
July 22	Review correspondence with A&M tax; and participate in internal discussions re Management Property and related matters.	1.0
July 23	Review of outstanding lease issues to discuss with IFT; review status of unsold units with Dealership Network; attend to various lease related matters; participate in internal discussions re Management Property and related matters.	2.5
July 24	Attend call with IFT; attend call with Pride and the Monitor re units transitioned that were not Pride's; attend to various lease related issues; participate in internal discussions re Management Property and related matters.	2.0
July 25	Attend to various lease related issues; participate in internal discussions re Management Property and related matters.	1.5
July 28	Review invoices to be paid; review RSLA lien correspondence; attend to various lease related issues; and participate in internal discussions re Management Property and related matters.	1.5
July 29	Attend call with Cassels re various file matters; attend call with Cassels and Fasken re omnibus POA request from Pride; attend to various lease related issues; and participate in internal discussions re Management Property and related matters.	1.7
July 30	Review correspondence re Dealership Network matters; review correspondence re lease portfolio; Participate in internal discussions re Management Property and related matters.	1.0

July 31	Attend call with Cassels re Dealership Network matters; attend call with Cassels, Chapman and Linklaters re omnibus US POA; review lease presentation and underlying data; participate in internal discussions re Management Property and related matters.	5.0
TOTAL – E. Allin		**39.8 hrs.**

H. Tanwar (Tax)

		Hrs.
July 17	Discuss settlement amount GST issue.	1.0
July 21	Discuss the research findings for GST/HST implications on settlement payment.	1.0
July 22	Review sales tax returns for 3 entities	1.0
TOTAL – H. Tanwar		**3.0 hrs.**

E. Mann

		Hrs.
June 30	Attend to vehicle monetization matters; attend to lease matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
July 2	Attend to vehicle monetization matters; attend to lease matters; review disbursements; review lease settlement; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.8
July 3	Attend to vehicle monetization matters; attend to lease matters; review requested lien discharges; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
July 4	Attend to vehicle monetization matters; attend to lease matters; review discharged liens and correspondence with secured creditor re same; review correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.8
July 7	Attend to vehicle monetization matters; attend to lease matters; review Monitor turn-over lists; discussions with IFT regarding potential litigation; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.0

July 8	Attend to vehicle monetization matters; attend to lease matters; review sales update; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 9	Attend to vehicle monetization matters; attend to lease matters; review lease reporting; review insurance proof of lost statement; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
July 10	Attend to vehicle monetization matters; attend to lease matters, including review of lease buyout request; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
July 11	Attend to vehicle monetization matters; attend to lease matters, including review of lease buyout; review lease reporting; review US tax reporting; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
July 14	Attend to vehicle monetization matters; attend to lease matters, including review of delinquency data; review sales update; attend to banking matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 15	Attend to vehicle monetization matters; attend to lease matters; review repossession report; review sales update; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 16	Attend to vehicle monetization matters; attend to lease matters; discussions with Tiger and TGF regarding sold unit; correspondence with Cassels regarding file matters; review receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
July 17	Attend to vehicle monetization matters; attend to lease matters; review sales update; discussions regarding missing titles; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 18	Attend to vehicle monetization matters; attend to lease matters; attend call re Dealership Matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	2.0

July 21	Attend to vehicle monetization matters; attend to lease matters; attend to Dealership Matters; review payment requests; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 22	Attend to vehicle monetization matters; attend to lease matters; review potential updates to Schedule B; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
July 23	Attend to vehicle monetization matters; attend to lease matters; correspond with IFT regarding potential new lease transitions; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 24	Attend to vehicle monetization matters; attend to lease matters; prepare for meeting with Monitor; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
July 25	Attend to vehicle monetization matters; attend to lease matters; review tax return; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 28	Attend to vehicle monetization matters; attend to lease matters; review proposed US power of attorney stipulation; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.0
July 29	Attend to vehicle monetization matters; attend to lease matters; attend call re RSLA liens; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
July 30	Attend to vehicle monetization matters; attend to lease matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
July 31	Attend to vehicle monetization matters; attend to lease matters; review lease reporting; review lease portfolio monetization options; discussions regarding RSLA liens; discussions regarding discharged Manitoba liens; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.5

TOTAL – E. Mann		**81.1 hrs.**

K. Park (Tax)		**Hrs.**
July 17	Review of settlement agreement, research GST/HST applicability - whether the payment is deemed to include taxes or should be collected on top.	1.0
July 18	Review of settlement payment; meeting with H. Tanwar.	1.0
July 21	Complete analysis re settlement payment; call with E. Mann and E. Allin; send email.	0.8
July 22	Settlement calculation with GST/HST; GST/HST return review for June 2025 for three Pride entities.	1.1
TOTAL – K. Park		**3.9 hrs.**

A. Goel (Tax)		**Hrs.**
July 7	Internal discussions regarding lease data for Tpine Leasing Capital Corp.	0.6
July 21	Review sales tax data for Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.; internal discussions regarding data for Canadian sales tax for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.; preparation of detailed returns for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc. and documentation of observations/comments for each entity.	5.2
July 22	Internal discussions regarding data for Canadian sales tax for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	0.6
July 23	Prepare various updates to the returns for the three entities and prepare final excel workbook including associated comments.	0.6
July 24	File GST/HST returns of three entities for period June 2025 and send final confirmation emails to the A&M Restructuring team.	0.8
TOTAL – A. Goel		**7.8 hrs.**

J. Doddrell		**Hrs.**
June 30	Review of third-party lien discharges on sales; review of offers received by the Dealership Network.	1.7

July 1	Attend calls with Dealership Network re progress of sales and status of active deals; review of draft sales invoices; draft QST remittance support to provide to the Company; and participate in various correspondence and internal discussions re Management Property and related matters.	6.6
July 3	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of third-party lien discharges; and participate in various correspondence and internal discussions re Management Property and related matters.	7.4
July 4	Review of offers received by the Dealership Network; update unit sales tracker; review of payments due to the Dealership Network; review of lease book reporting; review of third-party lien discharges; and participate in various correspondence and internal discussions re Management Property and related matters.	7.3
July 7	Review offers received by the Dealership Network; review of third-party lien discharges; review of lease book reporting and updating lease portfolio tracker; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1
July 8	Attend calls with Dealership Network re progress of sales and status of active deals; review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of outstanding title documents; and participate in various correspondence and internal discussions re Management Property and related matters.	7.8
July 9	Review offers received by the Dealership Network; review of draft sales invoices; review and update of lease portfolio tracker; review of third-party lien discharges; and participate in various correspondence and internal discussions re Management Property and related matters.	7.7
July 10	Review of offers received by the Dealership Network; review of outstanding draft sales invoices; review of sale closing documentation; draft US tax reporting workbook; review and update of lease portfolio tracker; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
July 11	Review offers received by the Dealership Network; review of draft sales invoices; review and update of lease portfolio tracker; review of funds received from Lease Servicer; and participate in various correspondence and internal discussions re Management Property and related matters.	7.4
July 14	Review of draft sales invoices; review of sale closing documentation; review of lease data received from IFT; update of lease portfolio tracker; and participate in various correspondence and internal discussions re Management Property and related matters.	8.2

July 15	Review offers received by the Dealership Network; review of draft sales invoices; review of lease data received from IFT; update of lease portfolio tracker; review of invoices to pay; and participate in various correspondence and internal discussions re Management Property and related matters.	8.4
July 16	Attend calls with Dealership Network re progress of sales and status of active deals; review of offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; reconcile account receipts and disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	7.3
July 17	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; draft tax reporting workbook; review of funds received from Lease Servicer; and participate in various correspondence and internal discussions re Management Property and related matters.	7.6
July 18	Review of US sales tax workpapers for returns; review of bailiff invoices received by Lease Servicer; review of condition reports received by the Dealership Network; attend calls with the Dealership Network re remaining units to sell; and participate in various correspondence and internal discussions re Management Property and related matters.	7.1
July 21	Review of lease data received from IFT; attend call with the Monitor re leases not transitioned but included in turnover listings; review of invoices to pay; update of lease portfolio tracker; review of outstanding lease issues; review of third-party lien discharges; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1
July 22	Review of outstanding lease issues; update of lease portfolio tracker; review of condition reports received by the Dealership Network; review of offers received by the Dealership Network; review of sale closing documentation; and participate in various correspondence and internal discussions re Management Property and related matters.	7.6
July 23	Review offers received by the Dealership Network; review Canadian tax return workpapers; draft question list for call with Lease Servicer; review of sale closing documentation; and participate in various correspondence and internal discussions re Management Property and related matters.	7.9
July 24	Attend call with Lease Servicer re outstanding questions on the lease portfolio; attend call with the Company and Monitor re cancelled leases transitioned; and participate in various correspondence and internal discussions re Management Property and related matters.	2.8

TOTAL – J. Doddrell **127.0 hrs.**

B. Wei		**Hrs.**
July 2	Deposit cheques; attend calls with Dealership Network re sales; review offers received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; attend calls with IFT re lease documents; prepare package for Century to review selling prices and review same; and participate in various correspondence and internal discussions re Management Property and related matters.	8.9
July 3	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update lease tracker; review offers received from Dealership Network; attend calls with Dealership Network re sales; attend call with SK ministry re title reprinting; review status of RSLA liens; review status of titles and update trackers for same; and participate in various correspondence and internal discussions re Management Property and related matters.	9.7
July 4	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile fund received; and review status of missing title documents.	1.2
July 7	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile fund received; prepare sales and tax reporting; review status of RSLA liens; update sales and dealer trackers; review status of leases re buyouts and insurance claims; attend calls with Dealership Network re sales; prepare package for Century to review selling prices and review same; and participate in various correspondence and internal discussions re Management Property and related matters.	10.7
July 8	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare sales and tax reporting; update sales and dealer trackers; reconcile fund received; attend calls with Dealership Network re sales; review status of missing title documents; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.9

July 9	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; reconcile fund received; attend calls with Dealership Network re sales; attend calls and request information re RSLA liens; review offers received from Dealership Network; review and track non sales related invoices; and participate in various correspondence and internal discussions re Management Property and related matters.	6.1
July 10	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track condition reports; update sales and dealer trackers; attend calls with Dealership Network re sales; prepare wires; review offers received from Dealership Network; review and track non sales related invoices; review and track titles received from the Company; and participate in various correspondence and internal discussions re Management Property and related matters.	9.2
July 11	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; attend calls with Dealership Network re sales and titling issues; review sales and tax reporting; review title and POA status for US lease units; and participate in various correspondence and internal discussions re Management Property and related matters.	7.8
July 14	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; update sales and dealer trackers; attend calls with Dealership Network re sales; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.0
July 15	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and update lease tracker; update sales and dealer trackers; review offers received from Dealership Network; attend calls with Dealership Network re sales; review sales and tax reporting; and participate in various correspondence and internal discussions re Management Property and related matters.	9.3
July 16	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and update lease tracker; review and track condition reports; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.9

July 17	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; review and update lease tracker; update sales and dealer trackers; review and track condition reports; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.2
July 18	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; review and update lease tracker; review and track condition reports; update sales and dealer trackers; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	6.8
July 21	Prepare wires; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; review and update lease tracker; update sales and dealer trackers; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	11.6
July 22	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	1.8
July 23	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with Dealership Network re sales; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	2.5
July 24	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; review and update lease tracker; review and update condition report tracker; review offers received from Dealership Network; attend calls with Dealership Network re sales; review status of documents relating to leases to be transitioned; prepare package for Century to review selling prices and review same; and participate in various correspondence and internal discussions re Management Property and related matters.	10.2

July 25	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare package for Century to review selling prices and review same; locate and review lease documents re non-performing leases; review and update lease tracker; attend call with AB ministry re title reprinting; update sales and dealer trackers; prepare wires; review status of RSLA liens; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	11.7
July 28	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; locate and review lease documents re non-performing leases; review and update lease tracker; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	6.6
July 29	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare wires and cheques; review offers received from Dealership Network; review and update lease tracker; update sales and dealer trackers; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	10.3
July 30	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare package for Century to review selling prices and review same; update professional fee trackers; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.5
July 31	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend call re title documents for AB registered unit; review and prepare documentation to pick up vehicle registrations and attend to Service Ontario with respect to same; review offers received from Dealership Network; attend calls with Dealership Network re sales; review title status for units on lease; and participate in various correspondence and internal discussions re Management Property and related matters.	9.9
TOTAL – B. Wei		**178.8 hrs.**

Pride Group Enterprises et al – 850965A&B
DETAILED SUMMARY – June 29 to July 31, 2025

A. Singels-Ludvik		**Hrs.**
July 4	Review bank activity and update the Schedule of Receipts and Disbursements ("R&D Schedule") for incoming receipts; emails regarding same; update bank reconciliation.	0.5
July 11	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	0.8
July 15	Review payment request and related invoice, update the R&D Schedule in respect of same and prepare wire transfer as applicable.	0.2
July 16	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
July 21	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	1.0
July 28	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	1.0
July 29	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; review payment request and related invoice, update the R&D Schedule in respect of same and prepare wire transfer as applicable; update bank reconciliation.	0.5
TOTAL – A. Singels-Ludvik		**4.2 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

August 25, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #18 (850965B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period August 1 to 15, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	1.9	$1,295	$2,460.50
E. Allin, Senior Director	36.0	$900	32,400.00
E. Mann, Director	23.5	$710	16,685.00
J. Doddrell, Associate	75.3	$500	37,650.00
B. Wei, Analyst	80.1	$385	30,838.50
A. Singels-Ludvik, Manager	2.2	$365	803.00
	219.0		$120,837.00
Add: Out of pocket expenses – courier charges			4,094.01
			$124,931.01
Add: HST @ 13%			16,241.03
TOTAL INVOICE			**$141,172.04**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #18 (850965B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965B
DETAILED SUMMARY – August 1 to 15, 2025

D. McIntosh		**Hrs.**
Aug 7	Review and approve wire transfer disbursements.	0.4
Aug 8	Discussions re agreement with dealership; review and execute same.	1.1
Aug 15	Review and approve wire transfer disbursements.	0.4
TOTAL – D. McIntosh		**1.9 hrs.**

E. Allin		**Hrs.**
Aug 1	Attend call with BDO re lease portfolio; participate in various correspondence with respect to lien discharges and review of schedules with respect to same; attend to various lease related matters; and participate in internal discussions re Management Property and related matters.	2.5
Aug 5	Review documents with respect to Dealership Network matters; attend call with Cassels re same; attend to various lease related issues; and participate in various correspondence and internal discussions re Management Property and related matters.	2.6
Aug 6	Attend call with IFT; attend call with Dealership Network; participate in various correspondence with Cassels re various file matters; review US omnibus POA; attend to various lease matters and participate in various correspondence and internal discussions re Management Property and related matters.	2.1
Aug 7	Review invoices to be paid; review lease reconciliations; attend call with Cassels re various file matters; attend to various lease issues; review insurance documents; and participate in correspondence and internal discussions re Management Property and related matters.	2.8
Aug 8	Attend to various lease related issues; attend to Dealership Network matters; review list of missing VIN information; review update on status of sales; and participate in correspondence and internal discussions re Management Property and related matters.	3.1
Aug 11	Attend call with the Agent re file matters; attend call with Cassels re various file matters; attend to various lease related matters; review list of missing VIN information; participate in internal discussions re Management Property and related matters.	5.1
Aug 12	Attend various calls with Cassels re file matters; attend to various lease related matters; review of units turned over to the Manager and list of missing VINs and information; and participate in internal discussions re Management Property and related matters.	6.3

Aug 13	Attend various calls with Cassels re file matters; attend to various lease related matters; review of units turned over to the Manager and list of missing VINs and information; attend to lien related issues; and participate in internal discussions re Management Property.	3.5
Aug 14	Attend various calls with Cassels re file matters; attend to various lease related matters; review of units turned over to the Manager and list of missing VINs and information; attend to lien related issues; and participate in internal discussions re Management Property.	3.5
Aug 15	Attend various calls with Cassels re file matters; attend to various lease related matters; attend to lien related issues; attend call with Dealership Network; attend call with RBC banking re wire payment; review invoices to be paid; and participate in internal discussions re Management Property.	4.5
TOTAL – E. Allin		**36.0 hrs.**

E. Mann		**Hrs.**
Aug 1	Attend to vehicle monetization matters; attend to lease matters; review lease monetization options; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
Aug 5	Attend to vehicle monetization matters; attend to lease matters; prepare for meeting with Monitor; review lease monetization options; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
Aug 6	Attend to vehicle monetization matters; attend to lease matters; review lease reporting; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.5
Aug 7	Attend to vehicle monetization matters; attend to lease matters; attend meeting with Monitor and their counsel; attend to Dealership Network matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.0

Aug 8	Attend to vehicle monetization matters; attend to lease matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0

TOTAL – E. Mann **23.5 hrs.**

J. Doddrell

		Hrs.
Aug 5	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; reconcile IFT bank account; review of IFT invoice and participate in various correspondence and internal discussions re: Management Property and related matters.	7.8
Aug 6	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; reconcile IFT bank account; attend call with IFT; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
Aug 7	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of third-party lien discharges; review of VINs not turned over to the Manager; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.3
Aug 8	Review of offers received by the Dealership Network; update unit sales tracker; review of units turned over to the Manager and draft of missing VINs listing; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.5
Aug 10	Review of units turned over to the Manager and draft of missing VINs listing.	2.5
Aug 11	Review offers received by the Dealership Network; review of draft sales invoices; review and update of lease portfolio tracker; review of invoices to pay; review of units turned over to the Manager and draft missing VINs listing; and participate in various correspondence and internal discussions re: Management Property and related matters.	11.5
Aug 12	Review offers received by the Dealership Network; review of draft sales invoices; review and update of lease portfolio tracker; review of sale closing documentation; review of units turned over to the Manager and draft missing VINs listing; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.2

Aug 13	Review of offers received by the Dealership Network; review of outstanding draft sales invoices; review of sale closing documentation; review of units turned over to the Manager and draft missing VINs listing; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
Aug 14	Review of draft sales invoices; draft missing VINs listing; attend call with IFT re handover of unit to be bought out; review of offers received by the Dealership Network; review of sale closing documentation; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.0
Aug 15	Draft US tax return workpapers; attend call with the Dealership network re: plan for remaining units; review of offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.3
TOTAL – J. Doddrell		**77.8 hrs.**

B. Wei		**Hrs.**
Aug 1	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; update sales and dealer trackers; review offers received from Dealership Network; attend calls with Dealership Network re sales; reconcile funds received; review and update invoice trackers; review and update lease trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	8.5
Aug 5	Review and track non sales related invoices; prepare package for Century to review selling prices; attend call with Century re: selling prices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review offers received from Dealership Network; attend calls with Dealership Network re: sales; update sales and dealer trackers; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.2
Aug 6	Review and track non sales related invoices; send title documents; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; update sales, dealer, and lease trackers; review offers received from Dealership Network; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.1

Aug 7	Review and track non sales related invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review status of RSLA liens and reach out to repair shops to inquire about same; review and compare titling details re: leased units; review offers received from Dealership Network; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	9.0
Aug 8	Attend call with the Saskatchewan ministry re: title reprinting; review and compile documents for leased units; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review offers received from Dealership Network; attend calls with Dealership Network re: sales; update sales, dealer, and lease trackers; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.9
Aug 11	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; determine where units with missing title documents are registered; review documentation re: lease buyout; review offers received from Dealership Network; update sales and lease trackers; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	8.0
Aug 12	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review documentation re: lease buyouts; review offers received from Dealership Network; update sales, dealer, and lease trackers; attend calls with Dealership Network re: sales; prepare package for Century to review selling prices; and participate in various correspondence and internal discussions re: Management Property and related matters.	10.7
Aug 13	Prepare package for Century to review selling prices; review and track non sales related invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review offers received from Dealership Network; update sales and dealer trackers; reconcile funds received; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	7.4
Aug 14	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; prepare package for Century to review selling prices; review offers received from Dealership Network; review status of units turned over to the Manager; prepare wires; update sales and dealer trackers; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.9

Aug 15	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re: sales; review offers received from Dealership Network; review and track non sales related invoices; review status of units turned over to the Manager; update sales, dealer, and invoice trackers; reconcile funds received; attend calls with Dealership Network re: sales; and participate in various correspondence and internal discussions re: Management Property and related matters.	6.4
TOTAL – B. Wei		**80.1 hrs.**

A. Singels-Ludvik		**Hrs.**
Aug 6	Review bank activity and update the Schedule of Receipts and Disbursements ("R&D Schedule") for incoming receipts; emails regarding same; update bank reconciliation.	0.2
Aug 8	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	0.8
Aug 13	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
Aug 14	Review bank activity and update the R&D Schedule for incoming receipts; emails regarding same; update bank reconciliation.	0.2
Aug 15	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	0.8
TOTAL – A. Singels-Ludvik		**2.2 hrs.**

Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

September 24, 2025

Tpine Leasing Capital Corp
6050 Dixie Road
Mississauga ON
L5T 1A6

RE: PRIDE GROUP ENTERPRISES et al
INVOICE #19 (850965A and B)

For professional services rendered in our capacity as Court-appointed Manager under the *Companies' Creditors Arrangement Act* pursuant to the Syndicate Collateral Management Order dated October 17, 2024 (the "Order"), for the period August 16 to September 13, 2025.

BILLING SUMMARY	**Hours**	**Rate**	**Total**
D. McIntosh, Managing Director	1.8	$1,295	$2,331.00
E. Allin, Senior Director	47.9	$900	43,110.00
H. Tanwar, Senior Director	0.5	$900	450.00
E. Mann, Director	68.5	$710	48,635.00
K. Park, Director	1.4	$660	924.00
A. Goel, Senior Associate	14.2	$530	7,526.00
J. Doddrell, Associate	140.1	$500	70,050.00
B. Wei, Analyst	156.6	$385	60,291.00
A. Liu, Analyst	2.7	$375	1,012.50
A. Singels-Ludvik, Manager	1.4	$365	511.00
	435.1		$234,840.50
Add: Out of pocket expenses – travel costs, reprinting vehicle titles and courier charges			2,390.57
			$237,231.07
Add: HST @ 13%			30,840.04
TOTAL INVOICE			**$268,071.11**

Mailing Instructions:
Alvarez & Marsal Canada ULC
Att: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	**5519970**
Reference #:	Pride Group – Inv #19 (850965A and B)
HST#:	83158 2127 RT0001

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – August 16 to September 13, 2025

D. McIntosh		**Hrs.**
Sept 4	Preparation and attendance on a call with Cassels re draft Second Report outline.	1.4
Sept 11	Review and approve wire transfer disbursements.	0.4
TOTAL – D. McIntosh		**1.8 hrs.**

E. Allin		**Hrs.**
Aug 18	Attend to lease related matters; attend various calls with Cassels re file matters; review US stipulation and omnibus POA; review letter from TGF; and participate in internal discussions re Management Property and related matters.	2.0
Aug 19	Attend to lease related matters; attend various calls with Cassels re file matters; and participate in internal discussions re Management Property and related matters.	2.5
Aug 20	Review receipts and disbursements and supporting sales update; attend to various lease related issues; attend to various lien related matters; attend call with Cassels re file matters; review US stipulation and omnibus POA; and participate in internal discussions re Management Property and related matters.	3.1
Aug 21	Attend to various lease related matters; review US stipulation and omnibus POA; and participate in internal discussions re Management Property and related matters.	2.6
Aug 22	Attend to various lease related matters; and participate in internal discussions re Management Property and related matters.	1.9
Aug 25	Prep for and attend call with Cassels re various file matters; attend to various lease related issues; review sales updates; and participate in internal discussions re Management Property and related matters.	4.1
Aug 26	Review tax reporting; attend to various lease related matters; attend call with IFT re reporting; attend call with IFT re third party collection agency; participate in various communications with Cassels re file matters; attend call with BDO re transition of MCVs; and participate in internal discussions re Management Property and related matters.	6.5
Aug 27	Attend to various lease related matters; review US stipulation and omnibus POA; attend to various title issues; and participate in internal discussions re Management Property and related matters.	2.0

Aug 28	Participate in various correspondence with Cassels re file matters; review new units to be turned over and address turnover matters; review of draft court report outline; attend call with Agent re lease settlements; review of payments to be made; and participate in internal discussions re Management Property and related matters.	4.0
Aug 29	Participate in internal discussions re Management Property and related matters.	0.7
Sept 2	Attend call with Cassels re miscellaneous file matters and participate in internal discussions re Management Property and related matters.	1.7
Sept 3	Prepare for and participate in call with IFT; review sales status updates in advance of calls with Dealership Network and participate in internal discussions re Management Property and related matters.	1.5
Sept 4	Attend call with Agent re lease settlements; attend call with the Company and the Monitor re lease transition; attend call with Cassels re Court Report; attend call with Dealership Network; attend to various lease related natters; and participate in internal discussions re Management Property and related matters.	3.0
Sept 5	Attend call with Dealership Network; review of missing vin list and related communication; review of RBC bilat MCV settlement and call with the Agent re same; review of updated Schedule B; attend to miscellaneous lease issues; attend call with Cassels; and participate in internal discussions re Management Property and related matters.	4.5
Sept 8	Attend to various title related issues; attend to various lease related matters; and participate in internal discussions re Management Property and related matters.	2.5
Sept 9	Review of schedule re RBC Securitization MCV's; attend to various lease related matters; and participate in internal discussions re Management Property and related matters.	1.2
Sept 10	Attend to various lease related matters and participate in internal discussions re Management Property and related matters.	1.5
Sept 11	Attend call with Cassels re various file matters; attend call with Dealership Network; review payments to be made; participate in internal discussions re Management Property and related matters.	1.6
Sept 12	Participate in internal discussions re Management Property and related matters.	1.0
TOTAL – E. Allin		**47.9 hrs.**

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – August 16 to September 13, 2025

H. Tanwar		**Hrs.**
Aug 26	Review July sales tax returns and calculations	0.5
TOTAL – H. Tanwar		**0.5 hrs.**

E. Mann		**Hrs.**
Aug 21	Attend to lease matters and internal discussions re Management Property and related matters.	0.5
Aug 25	Attend to vehicle monetization matters; attend to lease matters; review receipts and disbursements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
Aug 26	Attend to vehicle monetization matters; attend to lease matters; review repossession report; correspondence with Cassels regarding file matters; attend call with third party collection agency regarding lease portfolio; and participate in various correspondence and internal discussions re Management Property and related matters.	5.5
Aug 27	Attend to vehicle monetization matters; attend to lease matters; review tax return; review proposed US stipulation; discussions with lessee counsel regarding buyout request; attend to title matters; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
Aug 28	Attend to vehicle monetization matters; attend to lease matters; review MTO search results; review proposed US stipulation and call with Chapman regarding same; correspondence with Monitor regarding Bi-Lat unit transition; discussions with lessee counsel regarding buyout request; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.5
Aug 29	Attend to vehicle monetization matters; attend to lease matters; continue reviewing proposed US stipulation; correspondence with Monitor newly discovered lease transitions; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters	3.5

Sept 2	Attend to vehicle monetization matters; attend to lease matters and discussions with IFT; dealing with banking updates; begin drafting the Manager's Second Report; discussions re title matters; deal with Pride regarding lease transitions; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.0
Sept 3	Attend to vehicle monetization matters; attend to lease matters and discussions with IFT; discussions re title matters; discussions with the Agent regarding potential leases settlements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
Sept 4	Attend call with Cassels regarding the Manager's Second Report; review proposed MCV settlement and related receipts and disbursements; attend to vehicle monetization matters; deal with lease matters, including attending call with Monitor and Pride regarding lease transitions; discussions re title matters; review disbursements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.0
Sept 5	Attend to vehicle monetization matters; attend to lease matters; discussions re title matters; prepare updated list of missing Management Property and follow-up with Monitor regarding same; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
Sept 8	Attend to vehicle monetization matters; attend to lease matters, including discussions with IFT; review correspondence with lessee regarding non-payment; review disbursements; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0
Sept 9	Attend to vehicle monetization matters; attend to lease matters; review letters to British Columbia and Quebec transportation ministries; correspondence with BDO regarding MCV resolution; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	3.5
Sept 10	Attend to vehicle monetization matters; attend to lease matters, including transition of lease servicing; continue drafting Manager's Second Report; discussions regarding Alberta ownerships; discussions regarding Pride document preservation requirements; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	5.0

Sept 11	Attend to vehicle monetization matters; attend to lease matters, including transition of lease servicing; continue drafting Manager's Second Report; follow up with the Monitor regarding outstanding requests; correspondence with Blakes regarding updates to Schedule B; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	6.0
Sept 12	Attend to vehicle monetization matters; attend to lease matters, including transition of lease servicing; continue drafting Manager's Second Report; review US tax reporting; review proposal from lessee regarding outstanding payments; correspondence with Cassels regarding file matters; and participate in various correspondence and internal discussions re Management Property and related matters.	4.0
TOTAL – E. Mann		**68.5 hrs.**

K. Park		**Hrs.**
Aug 25	Review three GST/HST returns with A. Goel.	0.7
Sept 2	Internal discussions regarding sales tax matter	0.5
Sept 3	Draft email re tax advice on sales tax matter.	0.2
TOTAL – K. Park		**1.4 hrs.**

A. Goel		**Hrs.**
Aug 21	Discussion with A&M Restructuring Team and Tax Team regarding data for Canadian sales tax for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.; review sales tax data shared for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.	1.8
Aug 22	Preparation of detailed returns for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc. and documentation of observations/comments for each entity; prepare various updates to the returns for the three entities and prepare final excel workbook including associated comments.	3.7
Aug 27	File GST/HST returns of three entities for period July 2025 and send final confirmation emails to the A&M Restructuring team.	0.9
Aug 29	Discussion with A&M Restructuring team regarding Canadian sales tax query.	0.2

Sept 2	Internal discussions with A&M Restructuring team and A&M Tax team regarding sales tax query.	1.2
Sept 3	Prepare response to query and various internal discussions.	1.0
Sept 11	Discussion with A&M Restructuring Team and Tax Team regarding data for Canadian sales tax for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.; review sales tax data shared for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc.; preparation of detailed returns for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc. and documentation of observations/comments for each entity.	1.9
Sept 12	Prepare various updates to the returns for the three entities and prepare final excel workbook including associated comments; preparation of detailed returns for Pride Truck Sales Ltd., Tpine Leasing Capital Corp. and TPine Truck Rental Inc. and documentation of observations/comments for each entity.	3.5
TOTAL – A. Goel		**14.2 hrs.**

J. Doddrell		**Hrs.**
Aug 18	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of units turned over to the Manager subject to MCV resolution with RBC Securitization; update lease portfolio tracker; and participate in various correspondence and internal discussions re Management Property and related matters.	7.1
Aug 19	Review offers received by the Dealership Network; review of draft sales invoices; attend call with US tax consultant re monthly return; reconcile account receipts and disbursements; review of units turned over to the Manager subject to MCV resolution with RBC Securitization; and participate in various correspondence and internal discussions re Management Property and related matters.	7.2
Aug 20	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of US tax return workpapers; review of IFT bank account reconciliations; and participate in various correspondence and internal discussions re Management Property and related matters.	7.7
Aug 21	Review of offers received by the Dealership Network; update unit sales tracker; review of account receipts, disbursements, and distribution; co-ordinate turnover of a unit to a lessee and attend calls with counsel re same; and participate in various correspondence and internal discussions re Management Property and related matters.	8.1

Aug 22	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; attend call with IFT re reconciliation of bank accounts; co-ordinate turnover of a unit to a lessee; and participate in various correspondence and internal discussions re Management Property and related matters.	7.2
Aug 25	Review offers received by the Dealership Network; review of draft sales invoices; review and update of lease portfolio tracker; attend call re transition of leases; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
Aug 26	Review offers received by the Dealership Network; review of draft sales invoices; review and update of lease portfolio tracker; review of units turned over to the Manager subject to MCV resolution with RBC Securitization and attend call with BDO re same; attend call with IFT re; reconciliation of bank accounts; and participate in various correspondence and internal discussions re Management Property and related matters.	8.2
Aug 27	Review of offers received by the Dealership Network; review of outstanding draft sales invoices; review of sale closing documentation; review of units turned over to the Manager and draft summary of same; and participate in various correspondence and internal discussions re Management Property and related matters.	6.5
Aug 28	Review of draft sales invoices; review of offers received by the Dealership Network; review of sales closing documentation; review of lease reporting received from IFT: draft question list for IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
Aug 29	Review of offers received by the Dealership Network; review of outstanding draft sales invoices; review of sales update for each of the Dealership Network; review of units turned over to the Manager; and participate in various correspondence and internal discussions re Management Property and related matters.	7.6
Sept 2	Review offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; update of lease portfolio tracker; and participate in various correspondence and internal discussions re Management Property and related matters.	6.5
Sept 3	Attend calls with the Dealership Network re status of current sales and plan for the remaining inventory; review of offers received by the Dealership Network; review of draft sales invoices; attend call with IFT re; current operations and future reporting; and participate in various correspondence and internal discussions re Management Property and related matters.	7.4

Sept 4	Attend calls with the Dealership Network re status of current sales and plan for the remaining inventory; review of offers received by the Dealership Network; review of draft sales invoices; review of units turned over to the Manager; attend call with the Monitor re; lease transition; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
Sept 5	Attend calls with the Dealership Network re status of current sales and plan for the remaining inventory; review of offers received by the Dealership Network; review of draft sales invoices; review of units turned over to the Manager; and participate in various correspondence and internal discussions re Management Property and related matters.	7.5
Sept 8	Review of offers received by the Dealership Network; review of draft sales invoices; review of lease portfolio performance; draft certificate of discharge for IFT; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
Sept 9	Review of offers received by the Dealership Network; review of draft sales invoices; review of documents provided for lease transition; review of lease portfolio performance; various lease related matters; and participate in various correspondence; and participate in various correspondence and internal discussions re Management Property and related matters.	7.6
Sept 10	Review of offers received by the Dealership Network; review of draft sales invoices; review of lease portfolio performance; update lease portfolio tracker; draft updated Schedule B to the Collateral Manager Order; and participate in various correspondence and internal discussions re Management Property and related matters.	7.6
Sept 11	Attend calls with the Dealership Network re status of current sales and plan for the remaining inventory; review of offers received by the Dealership Network; review of draft sales invoices; review of sale closing documentation; review of Canadian tax reporting workbook; review of lease portfolio performance; update lease portfolio tracker;	7.7
Sept 12	Review of missing lease documentation; attend call with the Dealership Network re status of current sales; and participate in various correspondence and internal discussions re Management Property and related matters.	3.2
Sept 13	Draft US tax return workbook	1.0
TOTAL – J. Doddrell		**140.1 hrs.**

Pride Group Enterprises et al – 850965A and B
DETAILED SUMMARY – August 16 to September 13, 2025

B. Wei		**Hrs.**
Aug 18	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; deposit cheques; update sales, dealer, lease and invoice trackers; prepare July sales & tax reporting; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	7.9
Aug 19	Prepare July sales & tax reporting; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; reconcile funds received to the R&D; prepare package for Century to review selling prices and review same; prepare tax slips and deposit cheques; review status of units part of the MCV resolution; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.3
Aug 20	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare July sales & tax reporting; reconcile funds received to the R&D; prepare package for Century to review selling prices and review same; deposit cheques; review status of units part of the MCV resolution; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	7.7
Aug 21	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; review July sales & tax reporting; review offers received from Dealership Network; prepare insurance change form; update sales and dealer trackers; review IFT provided answers to the Manager's queries; and participate in various correspondence and internal discussions re Management Property and related matters.	7.3
Aug 22	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review status of title documents and update trackers for same; review and track non sales related invoices; review offers received from Dealership Network; update sales and dealer trackers; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	6.4

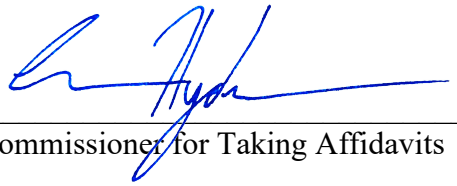
Aug 25	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend calls with ministries to request information on reprinting registration documents; review status of title documents and update trackers for same; review and track non sales related invoices; review offers received from Dealership Network; attend calls with Dealership Network re sales; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	6.8
Aug 26	Review and track non sales related invoices; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review status of lease documents for disputed leases; update sales, dealer, invoice and lease trackers; attend calls with Dealership Network re sales; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	8.6
Aug 27	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare wires; review status of lease and registration documents on hand and update lease tracker for same; review and track non sales related invoices; review sale status for unsold inventory and prepare plan for same; review offers received from Dealership Network; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.3
Aug 28	Prepare package for Century to review selling prices and review same; review sale status for unsold inventory and prepare for discussion with the Dealership Network; prepare wires; review offers and minimum selling prices received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; and participate in various correspondence and internal discussions re Management Property and related matters.	9.2
Aug 29	Review sale status for unsold inventory and prepare plan for same; prepare tax slips and cheques and remit same; attend calls with Dealership Network re sales; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; prepare list of units to request vehicle information reports for; attend calls to confirm ownership of leased units; and participate in various correspondence and internal discussions re Management Property and related matters.	7.8

Sept 2	Review and track vehicle information reports for units with missing registrations; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers and minimum selling prices received from Dealership Network; review and track non sales related invoices; prepare letter to ministries requesting to reprint registration documents; attend calls with Dealership Network re sales; prepare package for Century to review selling prices and review same; and participate in various correspondence and internal discussions re Management Property and related matters.	7.8
Sept 3	Review and track vehicle information reports for units with missing registrations; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers and minimum selling prices received from Dealership Network; review and track non sales related invoices; attend calls with Dealership Network re sales; prepare package for Century to review selling prices and review same; review sale status for unsold inventory and prepare plan for same; and participate in various correspondence and internal discussions re Management Property and related matters.	9.1
Sept 4	Review sales reporting; review letter to ministries requesting to reprint registration documents; review offers and minimum selling prices received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; review documents for leases to be transitioned; update sales and dealer trackers; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.7
Sept 5	Attend calls with Dealership Network re sales; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; prepare August sales reporting; review offers received from Dealership Network; update sales and dealer trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	7.1
Sept 7	Review and track non sales related invoices; and prepare August sales & tax reporting.	2.1
Sept 8	Review and track non sales related invoices; reconcile sales closed to the R&D; attend calls with Dealership Network re sales; review letter to ministries requesting to reprint registration documents; review August sales & tax reporting; update sales, dealer and lease trackers; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.2

Sept 9	Track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; attend call with QC ministry re title reprinting; review and track documents re leases to be transitioned; attend calls with Dealership Network re sales; update sales, dealer and lease trackers; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	8.3
Sept 10	Review offers received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track documents re leases to be transitioned; review and track non sales related invoices; attend calls with Dealership Network re sales; update sales, dealer and lease trackers; and participate in various correspondence and internal discussions re Management Property and related matters.	8.2
Sept 11	Prepare package for Century to review selling prices and review same; prepare wires and cheques; mail out letters to BC and QC ministry re registration reprint requests; review and track vehicle registration searches; attend call with repair shop re RSLA liens; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; review and track non sales related invoices; attend calls with Dealership Network re sales; review offers received from Dealership Network; and participate in various correspondence and internal discussions re Management Property and related matters.	9.8
Sept 12	Locate and review vehicle title documents for units to be sold at auction; review offers received from Dealership Network; track, prepare and send invoices and other closing documents to Dealership Network and counsel re sales; determine status of missing lease documents; attend calls with Dealership Network re sales; and participate in various correspondence and internal discussions re Management Property and related matters.	8.0
TOTAL – B. Wei		**156.6 hrs.**

A. Singels-Ludvik		**Hrs.**
Sept 3	Review bank activity and update the Schedule of Receipts and Disbursements ("R&D Schedule") for incoming receipts; emails regarding same; update bank reconciliation.	0.2
Sept 11	Review payment requests and related invoices, update the R&D Schedule in respect of same and prepare wire transfers as applicable.	1.2
TOTAL – A. Singels-Ludvik		**1.4 hrs.**

This is Exhibit “B” referred to in the affidavit of Douglas McIntosh, affirmed before me by videoconference on November 10, 2025, in accordance with O. Reg. 431/20. The affiant was located in the City of Markham in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



Commissioner for Taking Affidavits

Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

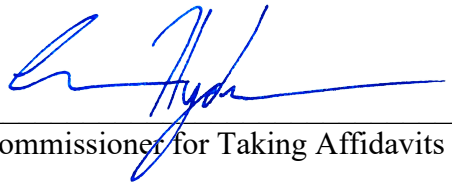
ALVAREZ & MARSAL CANADA INC.
COURT-APPOINTED MANAGER OF PRIDE GROUP ENTERPRISES ET AL
(October 17, 2024 to September 13, 2025)

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Disbursements	HST	Invoice Total ($CAD)
Inv #1	**December 2, 2024**	**October 17, 2024 to November 2, 2024**	**356.0**	**$212,274.50**	**$50,000.00**	**$34,095.69**	**$296,370.19**
		McIntosh, Doug	8.9	11,125.00			
		Tanwar, Himanshu	1.2	1,056.00			
		Allin, Elese	77.0	65,450.00			
		Mann, Esther	87.9	59,332.50			
		Doddrell, Jake	80.4	38,592.00			
		Wei, Bob	100.6	36,719.00			
		Out of pocket expenses – Integrated Financial Technologies re Lease Servicing Set Up Costs			50,000.00		
Inv #2	**December 16, 2025**	**November 3, 2024 to November 23, 2024**	**566.6**	**$340,393.00**	**$0.00**	**$44,251.09**	**$384,644.09**
		McIntosh, Doug	26.6	33,250.00			
		Tanwar, Himanshu	4.0	3,520.00			
		Allin, Elese	103.5	87,975.00			
		Mann, Esther	139.7	94,297.50			
		Doddrell, Jake	125.9	60,432.00			
		Wei, Bob	166.9	60,918.50			
Inv #3	**January 13, 2025**	**November 24, 2024 to December 7, 2024**	**289.0**	**$174,509.00**	**$143.72**	**$22,704.85**	**$197,357.57**
		McIntosh, Doug	12.2	15,250.00			
		Tanwar, Himanshu	1.5	1,320.00			
		Allin, Elese	63.5	53,975.00			
		Mann, Esther	56.7	38,272.50			
		Goel, Aadik	1.3	1,228.50			
		Doddrell, Jake	72.4	34,752.00			
		Wei, Bob	81.4	29,711.00			
		Out of pocket expenses – travel costs			143.72		
Inv #4	**January 30, 2025**	**December 8, 2024 to December 31, 2024**	**358.9**	**$209,104.50**	**$0.00**	**$27,183.59**	**$236,288.09**
		McIntosh, Doug	3.0	3,750.00			
		Tanwar, Himanshu	3.6	3,168.00			
		Allin, Elese	76.4	64,940.00			
		Mann, Esther	86.7	58,522.50			
		Goel, Aadik	1.2	612.00			
		Doddrell, Jake	82.8	39,744.00			
		Wei, Bob	103.2	37,668.00			
		Singels-Ludvik, Audrey	2.0	700.00			
Inv #5	**February 3, 2025**	**January 1, 2025 to January 18, 2025**	**195.6**	**$120,914.00**	**$153.75**	**$15,738.81**	**$136,806.56**
		McIntosh, Doug	0.8	1,036.00			
		Allin, Elese	53.1	47,790.00			
		Mann, Esther	38.5	27,335.00			
		Doddrell, Jake	43.8	21,900.00			
		Wei, Bob	58.6	22,561.00			
		Singels-Ludvik, Audrey	0.8	292.00			
		Out of pocket expenses – courier charges			153.75		
Inv #6	**February 24, 2025**	**January 19, 2025 to February 1, 2025**	**292.3**	**$181,692.50**	**$0.00**	**$23,620.03**	**$205,312.53**
		McIntosh, Doug	7.1	9,194.50			
		Allin, Elese	77.2	69,480.00			
		Mann, Esther	40.5	28,755.00			
		Doddrell, Jake	85.3	42,650.00			
		Wei, Bob	80.5	30,992.50			
		Singels-Ludvik, Audrey	1.7	620.50			
Inv #7	**February 26, 2025**	**February 2, 2025 to February 15, 2025**	**227.0**	**$128,568.00**	**$0.00**	**$16,713.84**	**$145,281.84**
		McIntosh, Doug	2.4	3,108.00			
		Allin, Elese	31.7	28,530.00			
		Mann, Esther	41.2	29,252.00			
		Doddrell, Jake	80.9	40,450.00			
		Wei, Bob	69.3	26,680.50			
		Singels-Ludvik, Audrey	1.5	547.50			
Inv #8	**March 31, 2025**	**February 16, 2025 to March 1, 2025**	**267.5**	**$153,903.00**	**$325.00**	**$20,049.64**	**$174,277.64**
		Allin, Elese	46.6	41,940.00			
		Tanwar, Himanshu	4.8	4,320.00			
		Mann, Esther	49.6	35,216.00			
		Goel, Aadik	5.9	3,127.00			
		Doddrell, Jake	65.8	32,900.00			
		Wei, Bob	89.9	34,611.50			
		Singels-Ludvik, Audrey	4.9	1,788.50			
		Out of pocket expense – import documentation			325.00		

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Disbursements	HST	Invoice Total ($CAD)
Inv #9	**April 16, 2025**	**March 2, 2025 to March 15, 2025**	**230.5**	**$124,112.50**	**$0.00**	**$16,134.63**	**$140,247.13**
		McIntosh, Doug	1.3	1,683.50			
		Allin, Elese	18.8	16,920.00			
		Mann, Esther	57.0	40,470.00			
		Doddrell, Jake	52.4	26,200.00			
		Wei, Bob	98.7	37,999.50			
		Singels-Ludvik, Audrey	2.3	839.50			
Inv #10	**April 23, 2025**	**March 16, 2025 to March 29, 2025**	**254.5**	**$143,733.50**	**$481.42**	**$18,747.94**	**$162,962.86**
		Allin, Elese	28.4	25,560.00			
		Tanwar, Himanshu	9.7	8,730.00			
		Mann, Esther	54.0	38,340.00			
		Goel, Aadik	19.0	10,070.00			
		Doddrell, Jake	51.1	25,550.00			
		Wei, Bob	89.7	34,534.50			
		Singels-Ludvik, Audrey	2.6	949.00			
		Out of pocket expense – Service Ontario re reprinting of ownership slips			481.42		
Inv #11	**May 8, 2025**	**March 30, 2025 to April 12, 2025**	**242.6**	**$138,857.50**	**$0.00**	**$18,051.48**	**$156,908.98**
		McIntosh, Doug	3.4	4,403.00			
		Allin, Elese	36.7	33,030.00			
		Tanwar, Himanshu	1.5	1,350.00			
		Mann, Esther	47.4	33,654.00			
		Goel, Aadik	4.3	2,279.00			
		Doddrell, Jake	58.2	29,100.00			
		Wei, Bob	89.5	34,457.50			
		Singels-Ludvik, Audrey	1.6	584.00			
Inv #12	**May 26, 2025**	**April 13, 2025 to April 26, 2025**	**181.1**	**$97,805.50**	**$0.00**	**$12,714.72**	**$110,520.22**
		McIntosh, Doug	0.4	518.00			
		Allin, Elese	22.7	20,430.00			
		Tanwar, Himanshu	1.0	900.00			
		Mann, Esther	26.4	18,744.00			
		Goel, Aadik	8.4	4,452.00			
		Doddrell, Jake	49.9	24,950.00			
		Wei, Bob	71.1	27,373.50			
		Singels-Ludvik, Audrey	1.2	438.00			
Inv #13	**July 2, 2025**	**April 27, 2025 to May 10, 2025**	**198.7**	**$105,072.50**	**$786.00**	**$13,761.61**	**$119,620.11**
		McIntosh, Doug	1.1	1,424.50			
		Allin, Elese	19.5	17,550.00			
		Mann, Esther	30.3	21,513.00			
		Goel, Aadik	3.3	1,749.00			
		Doddrell, Jake	63.3	31,650.00			
		Wei, Bob	77.4	29,799.00			
		Singels-Ludvik, Audrey	3.8	1,387.00			
		Out of pocket expense – Service Ontario re reprinting of ownership slips			786.00		
Inv #14	**July 8, 2025**	**May 11, 2025 to May 24, 2025**	**225.4**	**$125,022.50**	**$0.00**	**$16,252.93**	**$141,275.43**
		McIntosh, Doug	2.3	2,978.50			
		Allin, Elese	29.6	26,640.00			
		Tanwar, Himanshu	0.5	450.00			
		Mann, Esther	40.3	28,613.00			
		Goel, Aadik	3.6	1,908.00			
		Doddrell, Jake	61.7	30,850.00			
		Wei, Bob	84.1	32,378.50			
		Singels-Ludvik, Audrey	3.3	1,204.50			
Inv #15	**July 14, 2025**	**May 25, 2025 to June 7, 2025**	**225.2**	**$119,149.50**	**$0.00**	**$15,489.44**	**$134,638.94**
		McIntosh, Doug	2.2	2,849.00			
		Allin, Elese	26.2	23,580.00			
		Tanwar, Himanshu	0.5	450.00			
		Mann, Esther	29.0	20,590.00			
		Park, Kevin	2.8	1,848.00			
		Goel, Aadik	11.3	5,989.00			
		Doddrell, Jake	43.3	21,650.00			
		Wei, Bob	104.0	40,040.00			
		Singels-Ludvik, Audrey	5.9	2,153.50			

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Disbursements	HST	Invoice Total ($CAD)
Inv #16	**July 14, 2025**	**June 8, 2025 to June 28, 2025**	**285.0**	**$156,922.50**	**$0.00**	**$20,399.93**	**$177,322.43**
		McIntosh, Doug	1.5	1,942.50			
		Allin, Elese	41.0	36,900.00			
		Tanwar, Himanshu	0.5	450.00			
		Mann, Esther	44.8	31,808.00			
		Park, Kevin	1.5	990.00			
		Goel, Aadik	14.4	7,632.00			
		Doddrell, Jake	64.9	32,450.00			
		Wei, Bob	113.2	43,582.00			
		Singels-Ludvik, Audrey	3.2	1,168.00			
Inv #17	**August 15, 2025**	**June 29, 2025 to July 31, 2025**	**448.7**	**$240,694.50**	**$65.44**	**$31,298.79**	**$272,058.73**
		McIntosh, Doug	3.1	4,014.50			
		Allin, Elese	39.8	35,820.00			
		Tanwar, Himanshu	3.0	2,700.00			
		Mann, Esther	81.1	57,581.00			
		Park, Kevin	3.9	2,574.00			
		Goel, Aadik	7.8	4,134.00			
		Doddrell, Jake	127.0	63,500.00			
		Wei, Bob	178.8	68,838.00			
		Singels-Ludvik, Audrey	4.2	1,533.00			
		Out of pocket expense – courier charges			65.44		
Inv #18	**August 25, 2025**	**August 1, 2025 to August 15, 2025**	**219.0**	**$120,837.00**	**$4,094.01**	**$16,241.03**	**$141,172.04**
		McIntosh, Doug	1.9	2,460.50			
		Allin, Elese	36.0	32,400.00			
		Mann, Esther	23.5	16,685.00			
		Doddrell, Jake	75.3	37,650.00			
		Wei, Bob	80.1	30,838.50			
		Singels-Ludvik, Audrey	2.2	803.00			
		Out of pocket expense – courier charges for vehicle title delivery			4,094.01		
Inv #19	**September 24, 2025**	**August 16, 2025 to September 13, 2025**	**435.1**	**$234,840.50**	**$2,390.57**	**$30,840.04**	**$268,071.11**
		McIntosh, Doug	1.8	2,331.00			
		Allin, Elese	47.9	43,110.00			
		Tanwar, Himanshu	0.5	450.00			
		Mann, Esther	68.5	48,635.00			
		Park, Kevin	1.4	924.00			
		Goel, Aadik	14.2	7,526.00			
		Doddrell, Jake	140.1	70,050.00			
		Wei, Bob	156.6	60,291.00			
		Liu, Annie	2.7	1,012.50			
		Singels-Ludvik, Audrey	1.4	511.00			
		Out of pocket expense – travel costs, reprinting vehicle titles and courier charges			2,390.57		
		TOTAL	**5,498.7**	**$3,128,406.50**	**$58,439.91**	**$414,290.08**	**$3,601,136.49**

This is Exhibit "C" referred to in the affidavit of Douglas McIntosh, affirmed before me by videoconference on November 10, 2025, in accordance with O. Reg. 431/20. The affiant was located in the City of Markham in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



Commissioner for Taking Affidavits

Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

ALVAREZ & MARSAL CANADA INC.
COURT-APPOINTED MANAGER OF PRIDE GROUP ENTERPRISES ET AL
(October 17, 2024 to September 13, 2025)

Staff Member	Title	Total Hours	Average Rate ($CAD)	Amount Billed ($CAD)
McIntosh, Doug	Managing Director	80.0	$1,266.48	$101,318.50
Allin, Elese	Senior Director	875.6	881.70	772,020.00
Tanwar, Himanshu	Senior Director	32.3	893.62	28,864.00
Mann, Esther	Director	1,043.1	697.55	727,616.00
Park, Kevin	Director	9.6	660.00	6,336.00
Goel, Aadik	Senior Associate	94.7	535.44	50,706.50
Doddrell, Jake	Associate	1,424.5	494.92	705,020.00
Wei, Bob	Analyst	1,893.6	380.22	719,994.00
Liu, Annie	Analyst	2.7	375.00	1,012.50
Singels-Ludvik, Audrey	Manager	42.6	364.30	15,519.00
			Average Rate ($CAD)	
Total Fees (excl. Disbursements and HST)		**5,498.7**	**$568.94**	**$3,128,406.50**

Court File No. CV-24-00717340-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. et al.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF DOUGLAS MCINTOSH
(SWORN NOVEMBER 10, 2025)

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Lawyers for the Manager

APPENDIX "D"

Court File No. CV-24-00717340-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C., C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. and those Applicants listed on Schedule "A" hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

AFFIDAVIT OF COLIN D. PENDRITH
(sworn November 10, 2025)

I, Colin D. Pendrith, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a lawyer qualified to practice law in Ontario and a Partner with Cassels Brock & Blackwell LLP ("**Cassels**"), counsel to Alvarez & Marsal Canada Inc., in its capacity as Court-appointed manager (the "**Manager**") appointed pursuant to the Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) granted in these proceedings on October 17, 2024, as amended November 1, 2024, and February 4, 2025. As such, I have knowledge of the matters to which I depose.

2. During the period from August 2, 2024, to September 30, 2025, Cassels incurred fees and disbursements, including Harmonized Sales Tax ("**HST**"), in the amount of $2,735,322.69. Particulars of the work performed are contained in the invoices (each, an **"Invoice**", and collectively, the "**Invoices**") attached hereto as **Exhibit "A"**. The Invoices have been redacted to preserve matters subject to solicitor-client privilege and confidentiality.

3. Attached hereto as **Exhibit "B"** is a summary of each Invoice in Exhibit "A", including the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels was $603.43.

4. Attached hereto as **Exhibit "C"** is a summary of the respective years of call and average billing rates of each individual at Cassels who acted for the Manager, as the case may be.

5. To the best of my knowledge, the rates charged by Cassels throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

6. I make this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of counsel to the Manager, and for no other or improper purpose.

SWORN BEFORE ME by video conference on this 10th day of November, 2025. The affiant and I both were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

Colin D. Pendrith

This is Exhibit "A" referred to in the affidavit of Colin D. Pendrith, affirmed before me by videoconference on November 10, 2025, in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario



……...
A Commissioner for Taking Affidavits

Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

EXHIBIT "A"

Copies of the Invoices issued to the Manager for fees and disbursements incurred by Cassels Brock & Blackwell LLP

Cassels

Invoice No:	2258959
Date:	November 20, 2024
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including September 30, 2024

Our Fees	71,502.00
Disbursements	178.79
Total Fees and Disbursements	71,680.79
HST @ 13.00%	9,318.50
TOTAL DUE (CAD)	**80,999.29**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2258959
Matter No.:	059366-00005
Amount:	**CAD 80,999.29**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Aug-02-24	J. Dietrich	Review of draft materials and provide comments on same; discussion with N. Levine regarding comments; discussion with D. McIntosh; discussion with Fasken regarding comments on draft order; review of revised order; discussion with D. McIntosh and exchange of email regarding same;	3.30
Aug-02-24	N. Levine	Comment on motion materials; calls with client and appointing creditors' counsel;	3.70
Aug-07-24	N. Levine	Review additional motion record;	0.10
Aug-13-24	J. Dietrich	Review of draft service agreement and email exchange regarding same;	0.60
Aug-13-24	N. Levine	Comment on IFT contract; correspond with client regarding same;	1.30
Aug-14-24	N. Levine	Comment on agreement; calls with client;	1.90
Aug-14-24	J. Dietrich	Discussion with A&M regarding status and service agreements; review of email regarding revised agreement terms;	0.90
Aug-15-24	N. Levine	Comment on agreements; consider precedents; discussions with Fasken and A&M regarding same;	2.10
Aug-16-24	N. Levine	Calls with appointing stakeholder counsel; calls with client; review comments on agreement; discuss same with client; correspondence regarding additional agreements;	1.30
Aug-19-24	N. Levine	Correspondence with Cassels team regarding lift stay motions; confer with client regarding same;	0.40
Aug-20-24	N. Levine	Supervise student work regarding lift stay motion; review same;	0.30
Aug-22-24	N. Levine	Call with RBC counsel; correspondence regarding agreements;	0.30
Aug-23-24	N. Levine	Review motion records;	0.20
Aug-24-24	J. Dietrich	Review of emails;	0.10
Aug-26-24	N. Levine	Review dealer comments; correspondence regarding September 3 hearing; review chart;	0.50
Sep-06-24	N. Levine	Call with S. Kukulowicz; call with team;	0.30
Sep-06-24	S. Kukulowicz	Review of IFT Servicing Agreement and discussed background with J. Dietrich; telephone attendance with N. Levine regarding background and status;	1.50
Sep-06-24	M. Clarkson-Maciel	Analysis of applicant structure and effect on Manager appointment; consider key issues of the same;	1.10
Sep-10-24	N. Levine	Correspond with client;	0.10
Sep-11-24	N. Levine	Call with client; call with S. Kukulowicz; consider update; prepare for meeting; meet with M. Clarkson-Maciel; review materials; call with client; review agreement;	2.00
Sep-11-24	M. Clarkson-Maciel	Review of monitor's reports and prepare analysis of reports and court materials.	5.60

Date	Name	Description	Hours
Sep-11-24	S. Kukulowicz	Review of background and mediation documentation; review of court materials regarding the appointment of A&M as "Manager" of the Syndicate Collateral;	2.50
Sep-12-24	N. Levine	Review motion materials; calls with client regarding contract; prepare for call;	1.90
Sep-12-24	M. Clarkson-Maciel	Review of Dealer agreements; prepare analysis on court materials and documents;	4.50
Sep-12-24	N. Geary	Review and comment on draft consignment sale agreement; call with client;	2.20
Sep-12-24	S. Kukulowicz	Review of "Remarketing Program - Dealer Agreement" and proposed revisions; office conference call with N. Levine regarding status;	0.60
Sep-13-24	N. Levine	Prepare for call with client; calls with Cassels team; review background materials;	1.90
Sep-13-24	S. Kukulowicz	Teams meeting regarding background of Pride Group and indebtedness; review of follow up emails;	1.30
Sep-13-24	M. Clarkson-Maciel	Prepare analysis of monitor report contents and effect on proposed structure; conference with N. Levine and S. Kukulowicz regarding group structure, background and Manager role;	5.00
Sep-15-24	N. Levine	Call with client and bank counsel;	0.70
Sep-15-24	S. Kukulowicz	Conference call regarding Pride collateral management issues with A&M and Faskens;	0.60
Sep-18-24	N. Levine	Review record; review materials; review past materials and correspond with client;	2.10
Sep-18-24	M. Clarkson-Maciel	Analysis regarding monitors reports and structure of group; its affect on appointment of Manager;	1.40
Sep-19-24	N. Levine	Review materials; call to client regarding hearing;	0.70
Sep-19-24	S. Kukulowicz	Review of Applicants' motion record and Monitor's Second Report;	1.40
Sep-23-24	N. Levine	Correspond with counsel to lenders;	0.10
Sep-24-24	S. Kukulowicz	Review of additional court materials;	0.70
Sep-25-24	N. Geary	Call with client regarding Sale and Auction Agreement;	0.60
Sep-25-24	M. Clarkson-Maciel	Review draft orders and Tiger agreement for sale of assets; draft and mark-up of Tiger agreement;	4.00
Sep-25-24	S. Kukulowicz	Review of further court materials and revised order; conference call with E. Allin and E. Mann from A&M regarding update;	0.80
Sep-25-24	N. Levine	Review motion materials; calls with client; review contract;	2.00
Sep-26-24	N. Levine	Revise Tiger agreement; correspondence regarding dealer agreements; brief review of update materials;	1.50
Sep-26-24	M. Clarkson-Maciel	Draft and markup of Tiger agreement;	1.60
Sep-26-24	N. Geary	Review and comment on draft Sale and Auction Agreement;	1.10
Sep-26-24	S. Kukulowicz	Review of further court materials;	0.80
Sep-27-24	M. Clarkson-Maciel	Draft Sale and Auction Agreement between A&M and Tiger;	1.20

Date	Name	Description	Hours
		consider and review draft order for approval of said Agreement;	
Sep-27-24	N. Levine	Call with dealer; call with client and revise agreement per client comments; discussion with client regarding same; revise and comment on proposed order;	1.90
Sep-27-24	N. Geary	Calls with teams regarding agreements;	1.30
Sep-30-24	M. Clarkson-Maciel	Draft Tiger sale and consulting agreement;	1.30
Sep-30-24	M. Clarkson-Maciel	Review draft order for appointment of Manager; call with team regarding status of transaction;	1.50
Sep-30-24	N. Levine	Comment on order; confer with counsel to lenders; review endorsement; call with Cassels team regarding order and agreements; consider next steps; call with client regarding timing;	2.00
Sep-30-24	S. Kukulowicz	Review of draft Dealer Agreement and Sale Approval Order; teams conference with N. Levine and M. Clarkson-Maciel; review of decision regarding funding;	1.60

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	27.20	700.00	19,040.00
Geary, Nicola	Partner	5.20	925.00	4,810.00
Levine, Natalie	Partner	29.30	975.00	28,567.50
Kukulowicz, Shayne	Partner	11.80	1,200.00	14,160.00
Dietrich, Jane	Partner	4.90	1,005.00	4,924.50
Total (CAD)		**78.40**		**71,502.00**

Our Fees	71,502.00	
HST @ 13.00%	9,295.26	
TOTAL FEES & TAXES (CAD)		**80,797.26**

DISBURSEMENT SUMMARY

Taxable Disbursements	
Binding, Tabs, Disks, etc	32.79
West Law - Online Searches	146.00
Total Taxable Disbursements	178.79
HST @ 13.00%	23.24
Total Taxable Disbursements & Taxes	202.03

TOTAL DISBURSEMENTS & TAXES (CAD)	**202.03**

TOTAL FEES	**71,502.00**
TOTAL DISBURSEMENTS	**178.79**
TOTAL TAXES	**9,318.50**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**80,999.29**

Cassels

Invoice No:	2260158
Date:	November 28, 2024
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including October 31, 2024

Our Fees	327,959.50
Disbursements	3,809.81
Total Fees and Disbursements	331,769.31
HST @ 13.00%	43,011.87
TOTAL DUE (CAD)	**374,781.18**

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Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2260158
Matter No.:	059366-00005
Amount:	**CAD 374,781.18**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Oct-01-24	M. Clarkson-Maciel	Draft Tiger Agreement; review Dealer Agreements; call with client on next steps;	4.10
Oct-01-24	N. Geary	Review and comment on agreement form;	0.30
Oct-01-24	N. Levine	Correspond with client regarding agreements; comment on same; call with client regarding next steps;	1.60
Oct-02-24	M. Clarkson-Maciel	Amend draft of Tiger Agreement; review Dealer Agreements;	2.20
Oct-02-24	S. Kukulowicz	Review of proposed revisions to draft Tiger Sale Agreement;	0.30
Oct-02-24	N. Geary	Review and comment on revised draft agreement;	0.30
Oct-02-24	N. Levine	Review contracts and correspond with client; call with client regarding cash flow;	0.50
Oct-03-24	B. Solhi	Review of Dealer Agreement and Sale and Auction Agreement for tax aspects; conference call with N. Geary and M. Clarkson-Maciel to discuss questions and outline potential issues; further correspondence with Cassels tax team to begin on tax provisions to the agreements;	2.40
Oct-03-24	M. Clarkson-Maciel	Amend Tiger Agreement Draft, Draft Order, and Velocity Dealer Agreement; call with Sales Tax team regarding tax-specific amendments;	5.00
Oct-03-24	S. Kukulowicz	Review of additional revisions to Tiger Agreement; review of emails regarding tax issues on disposal of assets;	1.10
Oct-03-24	T. Li Parizeau	Review corresponding and consider tax implication and review agreements;	0.30
Oct-03-24	N. Geary	Review and comment on revised agreement; call with B. Solhi and M. Clarkson-Maciel regarding tax issues;	0.90
Oct-03-24	N. Levine	Correspond with client; review contract questions;	0.30
Oct-04-24	T. Li Parizeau	Consider tax implication and review agreements;	1.20
Oct-04-24	B. Urquhart	Receive instructions regarding indirect tax/commodity tax aspects of business arrangement; consider implications regarding same; review agreements; perform research and identify appropriate contract language;	0.80
Oct-04-24	M. Clarkson-Maciel	Call with tax team regarding next steps. Tax Analysis; amendments to Tiger Agreement Drafting.	3.90
Oct-04-24	N. Levine	Call with client; confer with Cassels team regarding tax issues; comment on agreements; review correspondence regarding order; consider correspondence and precedent orders;	0.90
Oct-04-24	S. Kukulowicz	Exchanged emails with N. Levine regarding various issues and timing; review of emails regarding tax analysis;	1.10
Oct-05-24	N. Levine	Review draft letter and confer with Cassels team regarding same;	0.20
Oct-06-24	N. Levine	Review motion materials; confer with Cassels team regarding same;	0.20
Oct-07-24	M. Clarkson-Maciel	Review tax comments; draft the agreements to reflect the	2.00

Date	Name	Description	Hours
		same; correspondence with the client regarding next steps; conference with client and tax team regarding tax comments to agreements;	
Oct-07-24	B. Urquhart	Consider GST/HST insolvency rules; revise agreement language and comment on same;	2.60
Oct-07-24	B. Solhi	Internal correspondence with Cassels tax team pertaining to revisions to the Agreements and consideration of tax aspects; revisions and notes to draft for tax aspects; Attendance at conference call to discuss sales tax revisions with A&M team and Cassels team;	2.10
Oct-07-24	S. Kukulowicz	Review of emails regarding tax issues; review of proposed revisions to Collateral Management Order;	0.80
Oct-07-24	T. Li Parizeau	Call with B. Solhi; call with N. Levine;	1.10
Oct-07-24	N. Levine	Follow up on changes; correspondence review orders; call with Cassels team regarding tax; review agreements; call with client and sales tax team;	1.80
Oct-08-24	M. Clarkson-Maciel	Review tax comments to Dealer Agreement and Tiger Agreement; amend Tiger and Dealer Agreements to reflect client comments and tax comments; correspondence with client on the same;	2.00
Oct-08-24	B. Solhi	Further revisions to draft agreements and internal correspondence with Cassels tax;	0.40
Oct-08-24	M. Clarkson-Maciel	Extensive drafting and aligning numerous dealer agreements to ensure comments across all agreements reflect comments from client, counsel to the secured creditors and Cassels tax team;	5.50
Oct-08-24	S. Kukulowicz	Review of revised CMO and provided comments; office conference with M. Clarkson-Maciel regarding tax and other issues;	1.30
Oct-08-24	N. Levine	Review orders and call with client; comment on materials and contracts; work on agreements; calls with lender counsel; call with M. Clarkson-Maciel; review orders and agreements;	2.00
Oct-08-24	B. Urquhart	Revise tax language in Agreements; attend to same;	2.20
Oct-09-24	M. Clarkson-Maciel	Amend draft Tiger Agreement following client comments; review of counter-party draft; correspondence with N. Levine regarding how to address certain counter-party comments in the Agreement requiring the client to certify bill of sales;	1.20
Oct-09-24	S. Kukulowicz	Review of Monitor's report and other stakeholder filings regarding funding issue;	1.20
Oct-09-24	N. Geary	Review and comment on proposed changes to agreement;	0.30
Oct-09-24	N. Levine	Correspondence regarding amendments to agreements; review motion record;	0.90
Oct-10-24	M. Clarkson-Maciel	Attending motion hearing; draft of agreements following comments from counter-parties; conference with team regarding next steps and effect of motion hearing on client;	4.20

Date	Name	Description	Hours
Oct-10-24	S. Kukulowicz	Monitored court hearing;	1.00
Oct-10-24	T. Li Parizeau	Email to N. Levine; email to client regarding withholding;	0.50
Oct-10-24	N. Levine	Confer with client regarding agreements; consider responses from counterparties; review proposals; consider revised order;	1.30
Oct-11-24	M. Clarkson-Maciel	Draft sale order, Collateral Manager Order, Tiger Agreement; amendments to the same; attend call with client and Tiger Agreement counter-party to understand requests for title certificate; various correspondence with counsel to the secured lenders in respect of the aforementioned orders; conference with tax team regarding tax wording in the Tiger Agreement;	8.30
Oct-11-24	T. Li Parizeau	Review revised order;	0.20
Oct-11-24	N. Geary	Review of revised agreement;	0.10
Oct-11-24	S. Kukulowicz	Review of draft orders and provided comments; various discussions and emails with N. Levine, S. Brotman et al.	2.20
Oct-11-24	N. Levine	Revise agreements; revise orders; calls with Cassels team and Fasken team regarding materials and next steps; consider revised Turnover Order and process;	3.30
Oct-11-24	B. Urquhart	Discussions with insolvency team regarding GST/HST matters; consideration of same;	0.90
Oct-12-24	M. Clarkson-Maciel	Draft Tiger Agreement following commercial negotiation between client and Tiger;	1.40
Oct-13-24	S. Kukulowicz	Review of revisions to Sale Agreement and Sale Approval Order and related emails;	1.10
Oct-13-24	N. Levine	Revise orders; correspondence with RBC counsel and client regarding same;	1.10
Oct-14-24	S. Kukulowicz	Review of emails regarding draft orders;	0.40
Oct-15-24	M. Clarkson-Maciel	Prepare precedent agreements related to secured lender Collateral Manager Order; conference with client regarding applicant's proposed amendments to draft order;	2.50
Oct-15-24	S. Kukulowicz	Review of emails regarding Schedule "B" VINs and turnover mechanics; teams conference with A&M regarding CMO and turnover issues; review of revised CMO;	2.30
Oct-15-24	N. Levine	Review orders and affidavits; call with client; prepare for call with company; consider next steps; consider changes to agreements;	2.60
Oct-16-24	T. Li	Correspondence with C. Potter in respect of client engagement as Manager and initial lending call;	0.10
Oct-16-24	M. Clarkson-Maciel	Draft Dealer Agreements; attend negotiations with Dealer Agreement counter-party regarding outstanding points; draft and review syndicate Collateral Management Order and Sale Agreement and Approval Order; numerous correspondence with client regarding the same; conference regarding financing arrangements;	7.30
Oct-16-24	C. Potter	Preliminary discussions regarding Initial Order and related legal issues; review and consider matters relating to	1.00

Date	Name	Description	Hours
		commercial consignment liens and review of draft Dealer Agreement with respect to the same;	
Oct-16-24	S. Kukulowicz	Zoom conference with counsel for Pride, EY, the lender syndicate and A&M regarding draft orders; review of revised versions of SMO and court materials; follow-up discussions; review of revised Sale Agreement Order;	3.80
Oct-16-24	N. Levine	Revise orders; calls with Company and Monitor; prepare for hearing; mark up orders and materials; prepare for service; comment on motion materials;	6.70
Oct-17-24	T. Li	Review of supplemental motion record; review of VINs and discussion with J. Noel in respect of initial due diligence, transaction history and proceedings; review and consider PPSA and priority matters;	3.00
Oct-17-24	J. Noel	Discussions with T. Li, C. Potter and J. Fleisher regarding next steps; review motion record;	1.40
Oct-17-24	M. Clarkson-Maciel	Attend hearing for the appointment of client as Manager; prepare filing and hearing documents regarding the same; consider draft order language; draft Dealer Agreements following client review; numerous correspondence with counsel for the syndicate lenders regarding the order;	6.00
Oct-17-24	C. Potter	Preliminary matters regarding [redacted]; meet with J. Noel to discuss the same; correspondence regarding matters relating to the initial order;	0.60
Oct-17-24	S. Kukulowicz	Preparation for and attended Pride hearing for CMO and Sales Agreement Order; various discussions and emails regarding CMO order and schedule of VINs;	3.10
Oct-17-24	N. Levine	Prepare for court; participate in hearing; negotiate changes to order; calls with client; calls with lender counsel; review agreements;	4.70
Oct-18-24	J. Noel	Discussions with T. Li and C. Potter regarding next steps;	0.40
Oct-18-24	M. Clarkson-Maciel	Draft letter to pride entities on behalf of the client regarding turnover arrangements; conference with Cassels legal team regarding next steps; conference with client regarding next steps, discussion on Dealer Agreements, letter to pride entities, and agreement implementation; various draft amendments to the Dealer Agreement and the Tiger Agreement;	5.70
Oct-18-24	J. Fleisher	Matters regarding Pride notices required to be sent under PPSA depending on structure;	0.40
Oct-18-24	N. Levine	Confer with Cassels team regarding letter and agreements; confer with client regarding mechanics; correspondence with client and lenders' counsel regarding orders;	0.80
Oct-18-24	S. Kukulowicz	Review of emails regarding settling CMO and schedule "B"; teams conference with A&M regarding formal request to resolve VINs subject to Turnover Order;	1.40
Oct-19-24	M. Clarkson-Maciel	Draft letter to Monitor and Company on behalf of the Manager regarding collection of vehicles and missing assets;	1.80

Date	Name	Description	Hours
Oct-19-24	S. Kukulowicz	Review of draft letter regarding turnover mechanics;	0.20
Oct-20-24	M. Clarkson-Maciel	Draft letter to Pride entities on behalf of the client regarding turnover arrangements;	2.50
Oct-20-24	S. Kukulowicz	Review of draft letter and comments/questions from N. Levine; teams conference to settle terms of letter requesting turnover VINs;	0.80
Oct-20-24	N. Levine	Revise letter; correspond with client; call with Cassels team;	1.00
Oct-21-24	S. Rothery	Receive instructions from J. Noel and T. Li regarding PPSA registrations for vehicles involved in remarketing program; request access to confidentiality wall;	0.20
Oct-21-24	J. Noel	Call with T. Li and C. Potter regarding Dealer Agreements and PPSA next steps; research [redacted]; review corporate profile reports for dealers; discussions with Cassels team regarding [redacted]; review schedules to Dealer Agreements;	4.40
Oct-21-24	T. Li	Call with working group in respect of Dealer Agreements and consignment arrangements to be entered into between Manager and dealers; coordinate and correspond with Calgary lending team in respect of PMSI notices and draft PPSA registration; prepare form of consignment PPSA registration for consideration by Calgary lending specialists; discussions with S. Joneja regarding [redacted]; initial meeting with J. Noel and S. Rothery to discuss due diligence, PMSI and PPSA registration workstreams; correspondence and call with J. Trinh in respect of [redacted]; correspondence with Manager in respect of [redacted] and review of same; send initial due diligence inquiries to client and review responses; attend to other personal property security matters;	6.60
Oct-21-24	Im, Anita	Receive and review instructions; conduct preliminary searches; attending to corporate searches in respect of VTC Canada Holding Inc., First Truck Centre Inc., P&R Truck Centre Ltd., Brandt Tractor Ltd., Ryson Equipment Sales ULC, Metro Freightliner Hamilton Inc., and Performance Equipment Ltd.; obtain copies of corporate documents; review search results and prepare report with respect to same; email correspondence with working group;	1.60
Oct-21-24	M. Clarkson-Maciel	Draft Dealer Agreements; review drafts prepared by team; numerous correspondence with client regarding the same; correspondence with counsel to Monitor and Pride entities;	6.80
Oct-21-24	S. Joneja	Review and prepare email correspondence in connection with enquiries regarding consignment under the PPSA (Alberta);	1.00

Date	Name	Description	Hours
Oct-21-24	J. Fleisher	Matters regarding consignment agreement and registration under the PPSA of various provinces;	0.90
Oct-21-24	J. Fleisher	Call regarding t[redacted];	0.40
Oct-21-24	S. Kukulowicz	Dealing with letter regarding turnover VINs; discussions with N. Levine et al. regarding sales of VINs and implementation of orders;	1.40
Oct-21-24	N. Geary	Review and comment on Dealer Agreements; call with client;	2.40
Oct-21-24	N. Levine	Review agreements for execution; calls with client and lender counsel regarding execution of mandate; calls with Cassels team regarding strategy, US matters and technical steps required; correspondence with company and Monitor counsel regarding outstanding issues with assets; confer with lending colleagues regarding registration issues;	5.10
Oct-21-24	C. Potter	Preliminary review of Dealer Agreements and discussion with N. Levine regarding the same; research regarding commercial consignment and call with J. Noel and T. Li regarding the same; matters regarding Alberta legislation and review and consider the same;	1.60
Oct-22-24	E. Hyderman	Review and finalize Dealer Agreements; distribute Dealer Agreements to parties to execute virtually; discussions with M. Clarkson-Maciel and N. Levine regarding same;	2.70
Oct-22-24	S. Rothery	Receive instructions from J. Noel and T. Li regarding PPSA matters; attend to PPSA matters;	2.20
Oct-22-24	J. Noel	Request and review PPSA searches per PMSI notice requirements; discussions with Cassels team regarding diligence review and PMSI notice letters; call with Cassels team and A&M regarding PPSA requirements;	6.40
Oct-22-24	C. Potter	Call with A&M regarding consignment liens and related matters; review of matters relating to Inventory PMSIs and correspondence regarding the same; matters regarding Alberta registrations and correspondence regarding the same; engagement of Saskatchewan agent and correspondence regarding the same;	2.60
Oct-22-24	T. Li	Coordinate personal property due diligence and correspondence with clerks and associates in working group regarding same; review initial due diligence search results and corporate profiles; discussion with working group in respect of scoping and jurisdictions of due diligence investigations in light of potential dealer locations; review searches returned in respect of dealers' jurisdictions of incorporation and identify parties entitled to PMSI notices; collaboration with J. Noel and S. Rothery to organize and index due diligence results received to date and identification of gating due diligence questions for client; prepare and send follow-up inquiries to client in respect of motor vehicles and provinces in which such collateral will be held for sale; correspondence with S. Joneja in respect of	12.10

Date	Name	Description	Hours
		[redacted]; review and prepare form of PMSI notice; correspondence with clerks and working group in respect of i[redacted]; statutory research under Ontario, British Columbia and Alberta PPSAs and regulations thereto as to form and content requirements for inventory PMSI registrations; correspondence with E. Hyderman in respect of draft Dealer (remarketing) Agreements and review of updated VIN schedules thereto; correspondence with client and attend to other personal property security matters;	
Oct-22-24	S. Joneja	Review and prepare email correspondence in connection with PPSA matters relating to consignment agreement; attendance at conference call; review and prepare suggested amendments to PPSA financing statement;	1.20
Oct-22-24	Im, Anita	Receive and review further instructions; Attending to Alberta, British Columbia, Ontario, and Saskatchewan PPSA searches in respect of VTC Canada Holdings Inc., First Truck Centre Inc., P&R Truck Centre Ltd., Brandt Tractor Ltd., Ryson Equipment Sales ULC, Metro Freightliner Hamilton Inc., and Performance Equipment Ltd; review search results and prepare report with respect to same; email correspondence with working group;	0.80
Oct-22-24	M. Clarkson-Maciel	Numerous correspondence on Dealer Agreement and Tiger Agreement; call with client regarding the same and next steps; overseeing dealer agreement implementation; correspondence with finance team regarding PPSA registration;	5.00
Oct-22-24	J. Fleisher	Further discussion of registration matters in Alberta and BC to perfect interest;	1.70
Oct-22-24	J. Fleisher	[redacted];	0.50
Oct-22-24	S. Kukulowicz	Telephone attendance with N. Levine regarding various logistical and title conveyance issues; Teams meeting with A&M on various registration and dealer issues; review of draft Tiger Agreement;	2.40
Oct-22-24	N. Geary	Call with Cassels team and client regarding agreements; review of performance bond; review and comment on sale agreement;	1.80
Oct-22-24	N. Levine	Review and comment on bond matters; comment on agreements; finalize same; confer with client and Cassels team regarding consignment issues	4.00
Oct-23-24	E. Hyderman	Discussions with team regarding delivery of Dealer Agreements; discussions with N. Levine, C. Potter, T. Li, and J. Noel regarding the application of Personal Property Acts to consignment agreements in British Colombia, Alberta, and Ontario; legal research to determine how courts in British Colombia, Alberta, and Ontario determine if an agreement is a consignment agreement subject to each	6.40

Date	Name	Description	Hours
		jurisdiction's respective Personal Property Acts; draft research memo communicating results of said research; discussion with T. Li regarding the deal agreements pending execution;	
Oct-23-24	S. Rothery	Receive instructions from J. Noel and T. Li regarding PPSA matters; attend to PPSA matters; prepare PPSA security interest notices in respect of the Consignment Agreement between the Manager and the Debtors;	9.00
Oct-23-24	C. Potter	Matters regarding collateral located in Saskatchewan and correspond with counsel regarding perfection of the same; matters relating to collateral located in Manitoba and correspond with counsel regarding perfection of the same; attend to matters relating to PMSI registrations in British Columbia, Ontario and Alberta and review of documentation and protocol regarding the same; call with counsel to Dealer regarding process for discharging liens on disposed assets in connection with the Court Order; call with client regarding PMSI registration matters;	3.90
Oct-23-24	T. Li	Meetings and correspondence with working group in respect of PPSA searches received to date; review of PPSA searches received in Alberta, British Columbia and Saskatchewan; discussions with J. Noel and S. Rothery in respect of certain search results; research treatment of various PPSA matters under Saskatchewan and Manitoba PPSAs; review of form of PMSI notice and draft for Ontario, British Columbia and Alberta; review execution version of Dealer (remarketing) Agreement and discussions with working group regarding same; correspondence with S. Joneja in respect of Alberta PPSA registration and treatment of serial numbered goods; further review of Dealer Agreement to consider and confirm consignment provisions and mechanics are aligned with proposed Alberta and British Columbia PPSA registration language; discussions with C. Potter and J. Fleisher in respect of extra-provincial counsel; calls and correspondence with Manitoba counsel in respect of CCAA proceedings, Manager and other queries required for Manitoba PPSA registration and PMSI notices; consider [redacted]; review treatment and classification of motor vehicle / serial numbered goods under various provincial PPSAs and the regulations thereto correspondence with E. Hyderman in respect of caselaw research [redacted]; correspondence with client and attend to other personal property security matters;	14.80
Oct-23-24	J. Noel	Review diligence searches per PPSA PMSI requirements; discussions with Cassels team regarding diligence searches and next steps; prepare list of secured parties for PMSI notices;	9.70
Oct-23-24	S. Joneja	Review and prepare email correspondence in connection	1.30

Date	Name	Description	Hours
		with enquiries regarding PPSA matters relating to consignment agreement; review consignment agreement;	
Oct-23-24	M. Clarkson-Maciel	Draft Tiger Sale Agreement following additional comments from the team; numerous correspondences with team regarding execution of documents, registration of security;	3.00
Oct-23-24	Im, Anita	Receive and review additional instructions; Attending to ongoing Alberta, British Columbia, Ontario Saskatchewan PPSA searches in respect of VTC Canada Holdings Inc., First Truck Centre Inc., P&R Truck Centre Ltd., Brandt Tractor Ltd., Ryson Equipment Sales ULC, Metro Freightliner Hamilton Inc., and Performance Equipment Ltd; review search results and prepare report with respect to same; email correspondence with working group;	1.40
Oct-23-24	J. Fleisher	Manitoba PMSI / consignment issues / general collateral description review / instructions on notices;	1.10
Oct-23-24	J. Fleisher	Discussion with Saskatchewan lawyer / review of Alberta Act v Saskatchewan Act for procedures US registration matters;	1.30
Oct-23-24	S. Kukulowicz	Review of emails regarding Tiger Agreement; review of emails regarding additional VINs and expanded mandate; telephone attendance with N. Levine regarding various issues;	1.10
Oct-23-24	N. Levine	Calls with client, US counsel, and Cassels team regarding registrations, agreements, orders, sale mechanics; confer with dealers regarding sale issues and next steps; review documents;	3.50
Oct-24-24	E. Hyderman	Discussions with N. Levine, N. Geary, and M. Clarkson-Maciel regarding revisions to the Dealer Agreements; revise Dealers Agreements in accordance with same; distribute revised Dealer Agreements for execution; discussions with Working Group regarding same;	2.80
Oct-24-24	J. Noel	Review diligence searches per PPSA PMSI requirements; discussions with Cassels team regarding diligence searches and next steps; prepare list of secured parties for PMSI notices;	8.50
Oct-24-24	S. Rothery	Attend to PPSA matters; prepare PPSA security interest notices in respect of the Consignment Agreement between the Manager and the Debtors;	11.20
Oct-24-24	T. Li	Meetings and correspondence with working group in respect of draft PPSA registrations; finalize draft PPSA registrations and coordinate submission and review of same with S. Rothery; review draft financing statements prepared by T. Konechny; review of Saskatchewan, Alberta, British Columbia and Manitoba PPSAs in respect of PMSI form and substance requirements; review of supplemental PPSA search results received in respect of dealers' locations in Ontario, Alberta, British Columbia, Manitoba and Saskatchewan; discussions with J. Noel and S. Rothery in respect of certain PPSA result hits; correspondence with J.	12.70

Date	Name	Description	Hours
		Fleisher and C. Potter in respect of Manitoba and Saskatchewan counsel's revisions to internal form of PMSI notice and provide assessment of same; correspondence and discussions with M. Clarkson-Maciel and E. Hyderman in respect of revised dealer agreements and review same; instruct and coordinate collection of signature pages to PMSIs with S. Rothery; correspondence with client and attend to other personal property security matters;	
Oct-24-24	M. Clarkson-Maciel	Tiger Agreement draft; review and comment on documents prepared by team; correspondence with client regarding next steps;	5.40
Oct-24-24	Im, Anita	Attending to ongoing Alberta, British Columbia, Ontario Saskatchewan PPSA searches in respect of VTC Canada Holdings Inc., First Truck Centre Inc., P&R Truck Centre Ltd., Brandt Tractor Ltd., Ryson Equipment Sales ULC, Metro Freightliner Hamilton Inc., and Performance Equipment Ltd; review balance of search results and prepare report with respect to same; email correspondence with working group;	0.40
Oct-24-24	J. Fleisher	Form of PMSI notice and details to be provided and draft of same; various questions during the day and delivery of notice issues;	2.40
Oct-24-24	J. Fleisher	PPSA and PMSI matters regarding Saskatchewan and Manitoba;	0.70
Oct-24-24	N. Geary	Review and comment on Dealer Agreements; discussions with team;	0.80
Oct-24-24	T. Konechny	Attend to draft Alberta, British Columbia, and Ontario PPSA registrations;	0.80
Oct-24-24	J. Fleisher	Matters regarding the requirement to register the consignment in the US;	0.60
Oct-24-24	C. Potter	Matters regarding discharge of liens against trucks and trailers and correspondence regarding the same; call to discuss lien discharge; call with U.S. counsel regarding UCC registrations and related matters; matters regarding Tiger registration and correspondence with U.S. counsel regarding the same;	4.10
Oct-24-24	S. Kukulowicz	Review of various emails and documents regarding PPSA registration and sale transaction; office conference with N. Levine;	0.80
Oct-24-24	N. Levine	Revisions to agreements; calls with Company and Monitor counsel; calls with client; prepare for sales; confer with lending team and US counsel;	3.00
Oct-25-24	J. Noel	Review diligence searches per PPSA PMSI requirements; discussions with Cassels team regarding diligence searches and next steps; prepare list of secured parties for PMSI notices; attend to delivery of PMSI notices; review PPSA post-registration searches;	7.10
Oct-25-24	E. Hyderman	Discussions with Working Group regarding delivery and execution of Metro and Ryson Dealers' Agreements; review	1.50

Date	Name	Description	Hours
		discussions regarding revisions to the Tiger Sale Agreement;	
Oct-25-24	S. Rothery	Attend to PPSA matters; prepare and mail PPSA security interest notices in respect of the Consignment Agreement between the Manager and the Debtors;	9.10
Oct-25-24	T. Li	Review and finalize forms of PMSI notices and collaborate with S. Rothery to replicate same; working group call in respect of PMSI notice matters and discussions with J. Fleisher in respect of receipt and documentation for same; prepare individual PMSI notice packages; review of PPSA registration confirmation statements; liaising with MB and SK counsel in respect of forms of local PMSI notices and registrations and review of same; attend to PMSI delivery and mailing matters; review of registered mail receipts received from MB and SK counsel; instruction and correspondence with S. Atiq in respect of caselaw research regarding PMSI notice, form and delivery matters; review and note-up caselaw flagged by S. Atiq and discuss findings with working group; correspondence with restructuring team in respect of executed Dealer Agreements and motor vehicle particulars; attend to other personal property security matters;	9.20
Oct-25-24	C. Potter	Attend to matters relating to finalization of PMSI notices and related items; matters regarding U.S. registrations and correspondence regarding the same;	1.60
Oct-25-24	M. Clarkson-Maciel	Correspondence with client regarding service and security addresses; numerous correspondence with finance team regarding the same; draft amendments to Tiger Agreement and preparation of execution version;	4.30
Oct-25-24	J. Fleisher	Further issues with PMSI notices and timing of notices and location;	1.30
Oct-25-24	J. Fleisher	Surety bond matters;	0.40
Oct-25-24	T. Konechny	Attend to finalizing Alberta, British Columbia, and Ontario PPSA registrations; conduct post-searches;	0.50
Oct-25-24	S. Kukulowicz	Review of emails regarding revisions CMO and discussed same with N. Levine;	0.60
Oct-25-24	N. Levine	Correspondence regarding PPSA registrations and lien issues; consider outstanding documents; confer with US counsel and lending team; review Tiger Agreement and bond issues; mark up order; correspond with Monitor;	3.10
Oct-26-24	E. Hyderman	Discussions with client regarding delivery of the Ryson Dealer Agreement;	0.30
Oct-26-24	T. Li	Review of verification statements and post-registration searches received to date;	0.50
Oct-26-24	M. Clarkson-Maciel	Draft amendments to U.S. Recognition Order to reflect Collateral Management Order; correspondence with team regarding the same.	1.20
Oct-27-24	M. Clarkson-Maciel	Amendment to Collateral Management Order to reflect additional non-syndicate assets to be collected by manager	1.30

Date	Name	Description	Hours
		for Bank of Nova Scotia, Royal Bank of Canada (both on its own and in its capacity as securitization party);	
Oct-27-24	M. Clarkson-Maciel	Draft amendment and implementing comments from team regarding motion to enforce Wind-Down Orders and amendments to Collateral Management Order;	0.90
Oct-27-24	N. Levine	Revise order; revise US materials; correspondence regarding service list; call with Cassels team;	0.90
Oct-27-24	S. Kukulowicz	Review of updated collateral lists; review of draft US motion to recognize the Wind-Down Orders; telephone attendance with N. Levine regarding draft amended CMO;	0.80
Oct-28-24	E. Hyderman	Discussions with working group and client regarding execution status of Dealer Agreements; draft request for electronic service; update exhibit to Tiger Sale Agreement; draft template repair shop receipt acknowledging payment in exchange for release of vehicles;	3.20
Oct-28-24	S. Rothery	Attend to PPSA matters; instruct P. Mabanza to track delivery confirmations for PPSA security interest notices sent in respect of the Consignment Agreement between the Manager and the Debtors;	2.20
Oct-28-24	T. Li	Review of post-registration searches; review and comment on draft California UCC registration and liaise with U.S. counsel regarding same; correspondence and meetings with J. Noel and S. Rothery in respect of PMSI workstream and outstanding PPSA matters;	1.70
Oct-28-24	J. Noel	Review Ontario PPSA post-registration searches; attend to courier of PMSI notices;	0.70
Oct-28-24	M. Clarkson-Maciel	Draft amended order and US Recognition Order to reflect receipt of additional management property; correspondence on workstreams; conference with N. Levine regarding workstreams; draft notices of designation / amendment for designation of additional VINs; review of drafts prepared by team regarding receipts;	4.00
Oct-28-24	P. Mabanza	Update progress of PMSI notice delivery at the instruction of S. Rothery; compile verifications regarding the same;	3.80
Oct-28-24	C. Potter	Matters regarding registrations and related matters; correspondence regarding the same;	0.30
Oct-28-24	N. Geary	Review and comment on draft notices regarding additional vehicles;	0.70
Oct-28-24	T. Konechny	Receive and transmit Ontario PPSA post-searches and Verification Statements;	0.20
Oct-28-24	N. Levine	Revise order; discuss same with syndicate lender counsel; prepare for hearing; review Monitors reports for context of dispute; discuss lease book issues with client; comment on draft implementation documents;	3.50
Oct-28-24	S. Kukulowicz	Review of emails regarding amendment of CMO and expansion of mandate; telephone attendance with N. Levine regarding difficulties in implementing Wind-Down Order;	1.10

Date	Name	Description	Hours
Oct-29-24	S. Rothery	Attend to PPSA matters; instruct P. Mabanza to track delivery confirmations for PPSA security interest notices sent in respect of the Consignment Agreement between the Manager and the Debtors; review outstanding PPSA security interest notice deliveries with T. Li and P. Mabanza;	2.90
Oct-29-24	T. Li	Review of motion materials (including existing syndicate Collateral Management Order and Vesting Order); attend to PMSI notice and PPSA-related matters; review of post-registration searches; correspondence with Saskatchewan and Manitoba counsel in respect of PMSI notices and PPSA matters;	3.70
Oct-29-24	P. Mabanza	Update progress of PMSI notice delivery at the instruction of S. Rothery; compile verifications regarding the same;	5.40
Oct-29-24	M. Clarkson-Maciel	Various correspondence with client regarding collateral management order, sale tax;	0.80
Oct-29-24	C. Potter	Review of repairers lien release and comment regarding the same; call with N. Levine regarding language in the U.S. order and preparation of language with respect to the same;	0.60
Oct-29-24	N. Levine	Address US order issues; calls with additional lenders and Company; calls with client regarding agreements and outstanding issues; confer with client and Monitor regarding updates to order and schedules; calls with US counsel;	4.20
Oct-29-24	S. Kukulowicz	Review of proposed revisions to CMO and related emails; review of emails regarding US recognition orders;	1.20
Oct-30-24	E. Hyderman	Correspondence with working team regarding distribution and execution of the Tiger Agreement; correspondence with working group regarding motion to enforce Wind-Down Orders;	0.50
Oct-30-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries with T. Li and C. Potter;	1.50
Oct-30-24	T. Li	Review of motion materials (including existing syndicate Collateral Management Order and Vesting Order); attend to PMSI notice and PPSA-related matters; review of post-registration searches;	1.90
Oct-30-24	J. Noel	Discuss PPSA post-registration matters with T. Li;	0.60
Oct-30-24	M. Clarkson-Maciel	Conference with client regarding requests to the Monitor of outstanding information and documentation necessary for Manager's role; follow-ups regarding the same; various correspondence on documentary signing; review of U.S. Recognition Order;	2.00
Oct-30-24	P. Mabanza	Update progress of PMSI notice delivery at the instruction of S. Rothery; compile verifications regarding the same;	3.80
Oct-30-24	N. Levine	Review client draft materials; call with client regarding history; calls regarding amendment to order; consider changes to same;	3.20
Oct-30-24	C. Potter	Matters regarding proposed U.S. court order and review	1.30

Date	Name	Description	Hours
		and consider wording with respect to the same; matters regarding delivery of PMSI notices with respect to consignment Dealers and correspondence regarding the same;	
Oct-30-24	S. Kukulowicz	Review of emails and revised documents; office conference with N. Levine.	0.60
Oct-31-24	E. Hyderman	Discussions with working group regarding revisions to the repair shop receipt agreement; revise repair shop receipt agreement; proof-reading, suggesting revisions, and cross-referencing the draft Letter to the Monitor from the Manager; discussions with M. Clarkson-Maciel regarding same;	4.20
Oct-31-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries with T. Li and P. Mabanza;	0.90
Oct-31-24	C. Potter	Review of revised RSLA release and correspondence regarding the same; correspondence regarding PPSA registration matters relating to additional VINs from secured creditors under existing Dealer Agreements;	0.70
Oct-31-24	T. Li	Review correspondence and consider implications of amendment to syndicate Collateral Management Order;	0.20
Oct-31-24	M. Clarkson-Maciel	Review drafts of repair shop receipts; numerous correspondence with U.S. counsel for the syndicate and Canadian counsel for the syndicate regarding the U.S. Recognition Order; analysis of summaries prepared by manager regarding Monitor requests; draft letter to Monitor regarding requests from court-appointed Manager; consideration of the same; conference with team regarding legal risks;	7.50
Oct-31-24	P. Mabanza	Update progress of PMSI notice delivery at the instruction of S. Rothery; compile verifications regarding the same;	1.30
Oct-31-24	S. Kukulowicz	Review of emails regarding amendment to CMO; telephone attendance with N. Levine regarding various issues.	0.90
Oct-31-24	J. Fleisher	Question regarding other assets with dealers;	0.30
Oct-31-24	N. Geary	Review of proposed amendment to Collateral Management Order;	0.30
Oct-31-24	N. Levine	Prepare for court; revise order; comment on motion materials; discussions with client and Cassels team regarding same; calls with lenders and discuss variations of order needed for lenders; address pick up issues and documentation; discuss revised US materials for same;	3.80

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	107.80	700.00	75,460.00
Li Parizeau, Tera	Partner	3.30	825.00	2,722.50

Name	Title	Hours	Rate	Amount
Potter, Carla	Partner	18.30	795.00	14,548.50
Joneja, Sunil	Partner	3.50	815.00	2,852.50
Solhi, Bobby B.	Partner	4.90	950.00	4,655.00
Fleisher, Jonathan	Partner	12.00	1,130.00	13,560.00
Kukulowicz, Shayne	Partner	33.00	1,650.00	54,450.00
Geary, Nicola	Partner	7.90	925.00	7,307.50
Levine, Natalie	Partner	64.20	1,000.00	64,200.00
Noel, J'Davia	Associate	39.20	450.00	17,640.00
Hyderman, Eva	Associate	21.60	450.00	9,720.00
Rothery, Shae	Associate	39.20	450.00	17,640.00
Li, Timon	Associate	66.50	485.00	32,252.50
Urquhart, Braek	Associate	6.50	715.00	4,647.50
Im, Anita	Law Clerk / Paralegal	4.20	350.00	1,470.00
Konechny, Tiffany	Law Clerk / Paralegal	1.50	410.00	615.00
Mabanza, Pasha	Law Student	14.30	295.00	4,218.50
Total (CAD)		**447.90**		**327,959.50**

Our Fees	327,959.50	
HST @ 13.00%	42,634.74	
TOTAL FEES & TAXES (CAD)		**370,594.24**

DISBURSEMENT SUMMARY	
Non-Taxable Disbursements	
Delivery - External	428.80
PPSA - Registration/Applic./Discharges	214.00
Electronic Due Diligence	214.50
BC Online - PPSA Search/Registrations	42.50
Govt of Alberta Pers Prop Regi	9.00
Total Non-Taxable Disbursements	908.80
Taxable Disbursements	
Electronic Due Diligence	402.00
Delivery	1,687.01
PPSA - Registration/Applic./Discharges	724.00
West Law - Online Searches	88.00
Total Taxable Disbursements	2,901.01
HST @ 13.00%	377.13

Total Taxable Disbursements & Taxes	3,278.14

TOTAL DISBURSEMENTS & TAXES (CAD)	**4,186.94**

TOTAL FEES	**327,959.50**
TOTAL DISBURSEMENTS	**3,809.81**
TOTAL TAXES	**43,011.87**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**374,781.18**

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2258959	11/20/24	80,999.29	0.00	80,999.29
2260158	11/28/24	374,781.18	0.00	374,781.18
Total (CAD)		**455,780.47**	**0.00**	**455,780.47**

Cassels

Invoice No:	2263273
Date:	December 20, 2024
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including November 30, 2024

Our Fees	290,296.50
Disbursements	11,163.13
Total Fees and Disbursements	301,459.63
HST @ 13.00%	39,017.90
TOTAL DUE (CAD)	**340,477.53**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2263273
Matter No.:	059366-00005
Amount:	**CAD 340,477.53**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Nov-01-24	E. Hyderman	Discussions with N. Levine and M. Clarkson-Maciel regarding motion to amend the Syndicate Collateral Management Order; continuing to cross-reference draft Letter to the Monitor from the Manager;	0.90
Nov-01-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries;	0.20
Nov-01-24	T. Li	Discussion and correspondence with S. Rothery and articling student in respect of PMSI and PPSA notice matters;	0.30
Nov-01-24	M. Clarkson-Maciel	Draft correspondence to Monitor regarding requests; correspondence with U.S. counsel regarding notices; conference with team regarding hearings;	4.30
Nov-01-24	M. Clarkson-Maciel	Draft letter to Monitor; comments on the same;	1.80
Nov-01-24	B. Solhi	Review of email correspondence and draft agreements including court order for same; Notes to file and draft for discussions;	0.80
Nov-01-24	P. Mabanza	Update progress of PMSI notice delivery at the instruction of S. Rothery; Compile verifications regarding the same;	1.00
Nov-01-24	S. Kukulowicz	Review of motion record to expand CMO; Zoom conference with N. Levine regarding 9:30 hearing and status of amended CMO; review of A&M information requests; review of court endorsement; review of draft correspondence to Monitor and Pride Entities;	1.90
Nov-01-24	C. Potter	Matters regarding wording of order and related items; correspondence regarding the same;	0.30
Nov-01-24	N. Levine	Prepare for court; confer with RBC Bilat counsel; confer with client regarding schedules; finalize same; work on draft letter; confer with client regarding pick up concerns;	4.50
Nov-02-24	M. Clarkson-Maciel	Amend draft letter following internal comments;	0.60
Nov-02-24	S. Kukulowicz	Reviewed and revised letter requesting information from the Pride Entities and Monitor; review of correspondence from TGF regarding Casitron software;	1.10
Nov-02-24	N. Levine	Review search results; consider next steps on revisions to materials; discuss same with Cassels team;	0.20
Nov-03-24	M. Clarkson-Maciel	Conference with team regarding letter; drafting; correspondence with client;	2.10
Nov-03-24	S. Kukulowicz	Review of draft letter to the Pride Group et al. regarding various requests; teams conference and emails regarding revisions to draft letter;	1.80
Nov-03-24	N. Levine	Consider additional correspondence; revise letter; discussion with Cassels team regarding same;	0.80
Nov-04-24	E. Hyderman	Update N. Levine, M. Clarkson-Maciel, and client regarding the execution status of the Tiger Sale Agreement; discussions with N. Levine regarding draft of the Tiger repair shop release;	0.50
Nov-04-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security	4.70

Date	Name	Description	Hours
		interest notice deliveries; research [redacted] and summarize findings; consult with J. Fleisher, C. Potter, and T. Li regarding [redacted];	
Nov-04-24	M. Clarkson-Maciel	Various correspondence regarding amended syndicate CMO; correspondence regarding sales tax; conference with team regarding letters to monitor; draft letters;	6.00
Nov-04-24	F. Ebadi	Receive and review instructions; attend to security searches with respect to VIN registration; email correspondence with working group;	0.30
Nov-04-24	B. Solhi	Internal correspondence and tax strategy pertaining to sales tax matters; preparation and attendance at conference call with various parties including Blakes, A&M regarding tax provisions; further review of Excise Tax Act and related provisions;	1.90
Nov-04-24	T. Li	Statutory and caselaw research in respect of Ontario Repair and Storage Liens Act and equivalent legislation in Alberta and British Columbia; discussions with S. Rothery regarding same and review of research findings; meeting with C. Potter to discuss conflicts of laws issues and consider further research avenues and implications of information received to date; attend to PMSI and PPSA matters;	3.40
Nov-04-24	S. Kukulowicz	Review of 11th Report of the Monitor regarding security review and issue of VIN searches; various discussions with N. Levine; review of updated CMO schedule; review of details regarding Leasebooks transition;	2.80
Nov-04-24	K. Norman	Receive and review instructions; attend to MTO searches; obtain copies of MTO documents; review search results and prepare report with respect to same; email correspondence with C. Potter;	0.50
Nov-04-24	J. Fleisher	RSLA matters and legal jurisdiction; ownership matters;	1.30
Nov-04-24	C. Potter	Matters regarding title to vehicles and searches with respect to the same; matters regarding repair and storage liens and correspondence regarding the same;	1.50
Nov-04-24	N. Levine	Review Monitor's reports; assist client with legal issues related to various pick ups; discuss lien issues with Cassels team and develop strategy for addressing same; confer with Cassels team and client regarding correspondence to Monitor; correspond with Monitor; work on recognition issues;	5.50
Nov-04-24	B. Urquhart	Review file; prepare for and attend call with client and counterparty accounting and legal advisors;	1.50
Nov-05-24	E. Hyderman	Revise November 5, 2034 draft letter to the Monitor	0.30

Date	Name	Description	Hours
		regarding Lease Transitions; correspondence with M. Clarkson-Maciel regarding same;	
Nov-05-24	J. Noel	Discussions with Cassels team regarding order to discharge existing liens and lien release protocol;	1.00
Nov-05-24	M. Clarkson-Maciel	Conference with A&M regarding letter to Pride entities; draft and conference regarding the same; draft additional letters to Pride entities; consideration and analysis of documents;	7.30
Nov-05-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries; consult with J. Fleisher, C. Potter, T. Li, and J. Noel regarding the Repair and Storage Liens Act (Ontario), the Repairers Lien Act (British Columbia), and the Garage Keepers' Lien Act (Alberta); Summarize Ontario PPSA registrations against VIN 527SR5325MM022382;	2.30
Nov-05-24	F. Ebadi	Receive and review search results and prepare report with respect to same; email correspondence with working group;	0.20
Nov-05-24	S. Kukulowicz	Reviewed and revised draft letter regarding transition of leases; teams conference with A&M regarding draft letter and other issues; review of emails regarding Dixie Parts auction; finalized lease transition letter; discussions with N. Levine and review of emails regarding RSLA claims; review of draft follow-up letter regarding lease issues;	4.30
Nov-05-24	J. Fleisher	Calls regarding liens and proper title; ability to sell free and clear and RSLA impact and suggestions;	2.60
Nov-05-24	C. Potter	Matters regarding delivery of PPSA notices and correspondence regarding the same; matters regarding RSLA filings and place to file and correspondence regarding the same; call with A&M and US counsel to discuss filings and related matters; discussions regarding discharge of liens and title issues;	3.90
Nov-05-24	N. Levine	Meet with client regarding correspondence; revise same; revise additional correspondence; consider next steps; prepare for hearing; review release documents; address client questions; calls with Monitor regarding RSLA liens;	5.00
Nov-05-24	T. Li	Statutory and caselaw research in respect of Ontario Repair and Storage Liens Act and equivalent legislation in Alberta and British Columbia; discussions with S. Rothery regarding same and review of research findings; discussion with J. Fleisher in respect of lien super-priorities and review of PPSA analysis to date; attend to PMSI and PPSA matters with S. Rothery and articling student;	5.90
Nov-06-24	E. Hyderman	Proofreading November 6, 2024 letter to counsel to the Monitor;	0.40
Nov-06-24	M. Clarkson-Maciel	Letters to be sent to Monitor and Pride Entities;	4.30
Nov-06-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries;	0.10
Nov-06-24	T. Li	Call with N. Levine in respect of RSLA liens and proposed draft letter to Monitor; review of RSLA research and	1.20

Date	Name	Description	Hours
		consider implications of same in respect of certain motor vehicle and other lien search results;	
Nov-06-24	J. Fleisher	Review of lien protocol letter;	0.70
Nov-06-24	S. Kukulowicz	Review of draft letter to Pride Entities and Monitor regarding outstanding deliverables and lack of cooperation; review of comments from A&M and syndicate;	1.30
Nov-06-24	N. Levine	Work on amendments to letters; consider lien issues; confer with lenders and client regarding missing property; consider updates from Pride;	1.90
Nov-07-24	E. Hyderman	Review court materials in Monitor document centre to identify the DIP Facility Amendment; correspondence with M. Clarkson-Maciel regarding same;	0.90
Nov-07-24	T. Li	Call with S. Rothery in respect of PMSI notice matters and review of same;	0.40
Nov-07-24	M. Clarkson-Maciel	Conference with counsel to the syndicate and client regarding correspondence to Monitor; draft on the same; call with client regarding drafts;	7.70
Nov-07-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries; consult with T. Li and P. Mabanza regarding outstanding PPSA security interest notice deliveries;	0.40
Nov-07-24	J. Fleisher	E-mails regarding discharge;	0.40
Nov-07-24	S. Kukulowicz	Participated in conference call with A&M, Faskens and Syndicate regarding letter to Pride Entities and the Monitor; reviewed and provided final comment on draft letter; review of other comments and emails; review of Applicants' motion record for amendments to Wind-Down Order, real estate sale approvals and other relief;	2.30
Nov-07-24	C. Potter	Matters with respect to initial discharge against VIN disposed of; correspondence regarding the same;	0.30
Nov-07-24	N. Levine	Revisions to letters to Pride; discuss lien issues with client; review motion materials; calls with lender counsel; consider strategy with Cassels team; review sale documents; calls with client;	6.20
Nov-08-24	T. Li	Review of amended CMO, turn-over order and lien release order; call with lending working group in respect of lien release matters and prepare first draft of lien release protocol for further consideration by C. Potter and N. Levine; attend to PMSI matters;	3.50
Nov-08-24	J. Noel	Discussions with Cassels team regarding lien release protocol; review court orders regarding authorization to discharge liens;	1.40
Nov-08-24	M. Clarkson-Maciel	Conference with team regarding letter on lease transitions; call with client regarding the same; draft on the same; meeting with Counsel to Syndicate Lenders of Pride regarding next steps and lease transitions; draft and prepare analysis on correspondence between A&M and monitor regarding lease transitions;	6.90

Date	Name	Description	Hours
Nov-08-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries; consult with C. Potter, T. Li, and J. Noel regarding discharging encumbrances on motor vehicles;	1.30
Nov-08-24	J. Fleisher	Discharge matters and reliance matters on Monitors work;	0.60
Nov-08-24	S. Kukulowicz	Revised draft letter to Pride Entities and Monitor; review of emails regarding lease transition issues; teams conference with A&M; review of Monitor's 17th Report; review of record of emails/notes; revised draft letter regarding turn-over issues and discussed same with M. Clarkson-Maciel and N. Levine;	4.80
Nov-08-24	C. Potter	Matters regarding PPSA discharge protocol; discuss protocol and review prospective registration release; correspondence regarding the same;	0.70
Nov-08-24	N. Levine	Revise correspondence; work on lease issues; address lien release queries; prepare for hearing; review motion record and discuss with client; discuss truck pick up issues with client; address contract issues; confer with lender counsel;	3.40
Nov-09-24	M. Clarkson-Maciel	Conference with team regarding letters; amendments to the same;	1.70
Nov-09-24	S. Kukulowicz	Review of various comments on draft letter to Pride Entities and Monitor; conference call with A&M to further revise letter; further revised letter and exchanged related emails;	2.60
Nov-09-24	N. Levine	Revise correspondence; review Monitor's report;	1.00
Nov-10-24	S. Kukulowicz	Review of response from counsel for the Pride Entities regarding lease transitions; telephone attendance with N. Levine;	0.40
Nov-11-24	E. Hyderman	Begin draft Notice of Motion to amend Turn-Over Order; correspondence with N. Levine regarding same; review motion record of motion to lift stay;	3.00
Nov-11-24	M. Clarkson-Maciel	Call with counsel to syndicate lenders, Monitor, and Pride regarding lease transition payments; follow-up on the same; various correspondence regarding file; review notice of motion for lift stay by Mitsubishi;	2.80
Nov-11-24	S. Kukulowicz	Telephone attendance with D. McIntosh regarding strategy to deal with lease transitions; exchanged messages with K. Bourassa; teams conference with EY, A&M, TGF, Faskens and Blakes regarding lease issues; follow-up discussions and emails;	2.80
Nov-11-24	N. Levine	Call with client regarding lease issues; revise NOM; prepare for hearing; review correspondence with Pride; review motion record; correspond with client regarding pick up; correspond with RBC regarding same; review updates on outstanding vehicles and searches regarding same;	1.50
Nov-12-24	E. Hyderman	Review precedent demand letters; correspondence with N. Levine regarding same; review draft letter to repairers; correspondence with M. Clarkson-Maciel regarding same;	0.60
Nov-12-24	J. Noel	Discuss lien release protocol with T. Li;	0.20

Date	Name	Description	Hours
Nov-12-24	T. Li	Review of RSLA research pertaining to Ontario, British Columbia and Alberta and discussions and correspondence with working group regarding same; review and revise lien release protocol in light of comments and queries received from N. Levine; prepare draft omnibus direction to between Manager and Cassels in respect of lien releases; send draft of same to C. Potter and J. Fleisher for further review and comment; review of lien searches with S. Rothery;	5.90
Nov-12-24	S. Rothery	Attend to PPSA matters; review outstanding PPSA security interest notice deliveries; review court orders for language authorizing A&M to discharge liens and encumbrances to be included in omnibus direction;	3.40
Nov-12-24	M. Clarkson-Maciel	Draft demand letter to repairers; call with N. Levine regarding next steps and workstreams; meeting with client regarding the same; review filed documents;	4.00
Nov-12-24	S. Kukulowicz	Review of Mitsubishi motion record to lift stay; exchanged emails regarding Daimler issue with lease transitions; telephone attendance with N. Levine regarding outstanding issues; review of demand for possession letter; review of proposed response to Pride Entities; review of Monitors supplemental report;	2.70
Nov-12-24	J. Fleisher	Review of discharge protocol;	0.40
Nov-12-24	C. Potter	Matters regarding discharge of security protocol and related matters; correspondence regarding the same;	0.60
Nov-12-24	N. Levine	Confer with US counsel and client regarding various pick up issues; comment on lien release process; prepare responses to company counsel; draft additional documents and demands; confer with lender counsel;	3.00
Nov-13-24	J. Noel	Discussions with T. Li and S. Rothery regarding lien release next steps;	0.50
Nov-13-24	M. Clarkson-Maciel	Hearing regarding motion approving orders and amending wind-down order; draft letter to truck towing companies; various correspondence;	1.40
Nov-13-24	S. Rothery	Attend to PPSA matters; discussion with T. Li regarding draft omnibus direction with respect to the discharge of liens and encumbrances; review and organize delivery confirmations for PPSA notices within document management system;	1.00
Nov-13-24	S. Kukulowicz	Review of supplemental report of EY; office conference with N. Levine and review of emails regarding hearing; attended hearing; review of lift stay motion by National Bank for appointment of receiver over certain properties; review of endorsement from hearing;	2.20
Nov-13-24	J. Fleisher	Call regarding protocol with C. Potter;	0.40
Nov-13-24	C. Potter	Matters regarding PPSA priority and related matters; correspondence regarding the same;	1.10
Nov-13-24	N. Levine	Address title issues; prepare for hearing; participate in hearing; correspond with client regarding lease issues and pick up issues; prepare documents for client; confer with US	4.70

Date	Name	Description	Hours
		counsel;	
Nov-14-24	E. Hyderman	Review correspondence between client and working group regarding the US demand letters; correspondence with N. Levine and M. Clarkson-Maciel regarding same;	0.10
Nov-14-24	J. Noel	Discussions with Cassels team regarding lien release diligence;	0.30
Nov-14-24	T. Li	Correspondence with working group in respect of motor vehicle lien releases in British Columbia and related disposition matters; correspondence with and coordinate clerks in retrieving motor vehicle registry searches in British Columbia and consider implications of same; review of PMSI delivery documentation and summary prepared by S. Rothery and articling student; attend to other personal property security matters;	1.80
Nov-14-24	M. Clarkson-Maciel	Draft demand letter for US assets; correspondence with US legal counsel regarding the same; various correspondence with client regarding outstanding letters; tend to matter;	2.10
Nov-14-24	S. Rothery	Attend to PPSA matters; review correspondence in respect of VIN searches at the British Columbia Ministry of Transportation; review and organize delivery confirmations for PPSA notices within document management system; create index of PPSA notices in document management system;	2.50
Nov-14-24	J. Fleisher	Review of lien letters and correspondence;	0.40
Nov-14-24	S. Kukulowicz	Review of draft lien letter and discussed same with N. Levine; review of various updates regarding Management Property and transition;	1.20
Nov-14-24	K. Norman	Receive and review instructions; attend to ICBC and security searches; receipt and review of the same; Prepare report; email correspondence with T. Li;	0.60
Nov-14-24	N. Levine	Revise correspondence; review motion record; address tax issues; confer with client regarding agreements; confer with counsel to lenders regarding lease extension issues;	2.70
Nov-15-24	N. Geary	Review and comment on draft remarketing agreement;	1.40
Nov-15-24	E. Hyderman	Review factum filed in respect of November 18, 2024 hearing;	0.30
Nov-15-24	S. Kukulowicz	Review of National Bank factum in support of receivership; review of emails regarding insurance issues;	0.80
Nov-15-24	K. Norman	Correspondence with ICBC;	0.10
Nov-15-24	J. Fleisher	Matters regarding selling of trucks and past practices and registration rules;	0.60
Nov-15-24	N. Levine	Review contract; consider next steps; call with Pride counsel regarding titling issues; discuss same with client and consider insurance issues;	1.20
Nov-16-24	N. Levine	Review responding record;	0.10
Nov-17-24	E. Hyderman	Review Eighteenth report of the Monitor;	0.20
Nov-17-24	S. Kukulowicz	Review of responding motion record of Pride regarding	1.10

Date	Name	Description	Hours
		National Bank receivership motion; review of Monitor's 18th Report;	
Nov-17-24	N. Levine	Review Monitor's report and responding record;	0.50
Nov-18-24	E. Hyderman	Revise OL Remarketing agreement per N. Geary and M. Clarkson-Maciel comment; correspondence with M. Clarkson-Maciel regarding same;	1.30
Nov-18-24	S. Rothery	Attend to PPSA matters; consult with T. Li regarding VIN searches at the British Columbia Ministry of Transportation; correspond with N. Levine, C. Potter, and J. Fleisher regarding VIN searches at the British Columbia Ministry of Transportation;	0.60
Nov-18-24	T. Li	Prepare draft omnibus direction in respect of lien discharges; review and revise lien release protocol; discussion and correspondence with working group members regarding PPSA and motor vehicle lien searches; attend to other personal property security matters;	2.20
Nov-18-24	J. Noel	Discussions with Cassels team regarding BC MTO searches;	0.20
Nov-18-24	M. Clarkson-Maciel	Hearing regarding appointment of receiver over properties; draft personal vehicle dealer agreement; correspondence on the same; supervising juniors on draft;	5.80
Nov-18-24	B. Solhi	Review of notes pertaining to GST/HST/PST matters and receivership issue; attendance at conference call with various parties pertaining to tax updates;	0.70
Nov-18-24	B. Urquhart	Prepare for and attend call regarding GST/HST compliance matters;	0.60
Nov-18-24	N. Geary	Review and comment on remarketing agreement;	0.70
Nov-18-24	K. Norman	Receive and review additional instructions; email correspondence with T. Li and ICBC;	0.40
Nov-18-24	J. Fleisher	Ownership issues in BC;	0.50
Nov-18-24	S. Kukulowicz	Office conference with N. Levine regarding hearing for the appointment of receiver at the request of National Bank; review of court endorsement refusing to appoint the receiver;	0.80
Nov-18-24	N. Levine	Prepare for and attend at court; discuss mark up of agreement; call to Pride counsel regarding title issues; revise agreement; review endorsement; calls with client regarding titles; correspondence regarding same; work on tax issues;	4.10
Nov-19-24	J. Noel	Discussions with T. Li regarding lien release protocol;	0.10
Nov-19-24	E. Hyderman	Review revised Openlane Remarketing agreement; correspondence with M. Clarkson-Maciel regarding same; revise letter to repairers per client instruction; correspondence with N. Levine regarding same;	1.20
Nov-19-24	T. Li	Call with C. Potter and S. Rothery in respect of lien discharges, RSLA matters and potential third party interests in collateral; revise omnibus direction to discharge; correspond with N. Levine in respect of lien release	2.80

Date	Name	Description	Hours
		protocol; forward omnibus direction to J. Trinh for further review and comment and revise draft accordingly; review of power of attorney and revised form from S. Rothery;	
Nov-19-24	S. Rothery	Attend to PPSA matters; discussion with T. Li and C. Potter regarding draft omnibus direction with respect to the discharge of liens and encumbrances; review draft omnibus direction with respect to the discharge of liens and encumbrances; discussion with J. Fleisher regarding motor vehicle power of attorney;	3.20
Nov-19-24	M. Clarkson-Maciel	Mark-up of openlane remarketing services agreement; conference with team regarding the same; review demand letter prepared by team; numerous correspondence regarding US Demand letter, vehicle auction, commercial liens;	5.10
Nov-19-24	N. Geary	Revise draft remarketing agreement;	0.60
Nov-19-24	J. Fleisher	Power of attorney matters;	0.80
Nov-19-24	S. Kukulowicz	Review of emails regarding additional VINs; review of list of outstanding items;	0.70
Nov-19-24	C. Potter	Matters regarding lien release protocol and discussion regarding the same; matters regarding power of attorney for titling matters and correspondence regarding the same;	1.50
Nov-19-24	J. Trinh	Review form of omnibus authorization to discharge and provide comments with respect to same;	0.30
Nov-19-24	N. Levine	Work on agreement; calls with client; confer with Cassels team regarding POA; confer with client regarding same; review and comment on outstanding issues list;	2.10
Nov-20-24	J. Noel	Discussions with Cassels team regarding lien release protocol; review PPSA VIN searches;	1.10
Nov-20-24	E. Hyderman	Prepare for, attend and taking notes during call with Clients, S. Kukulowicz, N. Levine, and M. Clarkson-Maciel regarding outstanding issues; review and revise notes;	1.50
Nov-20-24	T. Li	Review of power of attorney and provide comments to same; discussion with working group in respect of power of attorney and sale matters; call with Manager in respect of lien discharges; review and revise draft direction to be provided by Manager to Cassels regarding same; coordinate PPSA searches with clerks, J. Noel and S. Rothery in respect of first Ryson offer; review PPSA search results; review and revise draft of lien discharge protocol; review sale agreement and conduct additional research in respect of RSLA liens;	7.50
Nov-20-24	M. Clarkson-Maciel	Correspondence; us demand letter; call with client regarding open items; correspondence with Pride regarding outstanding vehicles;	2.20
Nov-20-24	S. Rothery	Attend to PPSA matters; discussion with N. Levine, C. Potter, and T. Li regarding draft omnibus direction with respect to the discharge of liens and encumbrances; discussion with N. Levine, C. Potter, and T. Li regarding	2.70

Date	Name	Description	Hours
		motor vehicle power of attorney; discussion with T. Li and J. Noel regarding process for discharging PPSA registrations on motor vehicles; review outstanding PPSA security interest notice deliveries; review BC PPSA search results in respect of vehicles pending sale by Ryson;	
Nov-20-24	J. Fleisher	Discharge matters; power of attorney; related matters;	0.90
Nov-20-24	T. Konechny	Attend to conducting British Columbia and Ontario PPSA VIN searches;	0.40
Nov-20-24	C. Potter	Matters regarding security registrations and correspondence regarding the same; matters relating to tiling and related matters; call with A&M regarding the same;	1.90
Nov-20-24	J. Trinh	Discussion with T. Li with respect to structuring of PPSA searches and PPSA partial discharge procedures;	0.40
Nov-20-24	S. Kukulowicz	Zoom conference with A&M regarding "open items"; review of emails regarding collection of VINs;	1.30
Nov-20-24	N. Levine	Call with client regarding open issues; call with client regarding liens; internal discussion regarding liens; prepare for meeting; draft email to Pride and Monitor; review MCV issues and agreement; work on POA issues and titling issues; draft email regarding liens;	4.50
Nov-21-24	J. Noel	Call with T. Li and S. Rothery regarding lien release diligence and next steps; review PPSA VIN searches;	0.60
Nov-21-24	E. Hyderman	Review Order regarding Sale of Dixie Truck Parts Inc Inventory;	0.10
Nov-21-24	T. Li	Correspondence with working group and client in respect of impending sale of trailers by Ryson; review of titling issues and discussion with J. Fleisher in respect of same; review of VIN searches received in respect of initial batch of vehicles and search summary prepared by S. Rothery; call with client in respect of same; prepare and finalize draft direction and forms of sale notice for further review by N. Levine and C. Potter; correspond and coordinate with counsel to Royal Bank of Canada in respect of PPSA lien discharges;	4.40
Nov-21-24	M. Clarkson-Maciel	Draft openlane agreement; correspondence with CCAA company regarding power of attorney; draft US demand letter; review court docket;	3.50
Nov-21-24	S. Rothery	Attend to PPSA matters; review ON PPSA search results in respect of vehicles pending sale by Ryson; draft summary of liens to be discharged in respect of vehicles pending sale by Ryson; discussion with T. Li regarding process for discharging PPSA registrations on motor vehicles; create internal tracking sheet for liens to be discharged in respect of Pride Group assets;	2.90
Nov-21-24	T. Konechny	Receive and transmit Ontario PPSA VIN searches; attend to conducting further Ontario VIN PPSA searches;	0.60
Nov-21-24	J. Fleisher	Discussion regarding Faskens;	0.40
Nov-21-24	C. Potter	Matters regarding PPSA registrations and discharge	0.40

Date	Name	Description	Hours
		matters; correspondence with Faskens regarding the same;	
Nov-21-24	S. Kukulowicz	Review of emails regarding proceeds of sales; review of form of Remarketing Services Agreement; review of materials filed in support of Dixie Parts sale; review of Monitor's variance report;	1.20
Nov-21-24	N. Levine	Correspondence regarding liens and discharges; confer with US counsel regarding agreement; follow up with client regarding POA; comment on MCV agreement;	1.10
Nov-22-24	J. Noel	Discussions with T. Li and S. Rothery regarding lien release protocol and PPSA searches; review PPSA searches; call with T. Li, S. Rothery and C. Fernandez regarding lien release diligence;	0.60
Nov-22-24	T. Li	Correspondence with working group and client in respect of impending Ryson sale and review of sale documentation received therewith; coordinate due diligence searches with S. Rothery and T. Konechny; review of same and discussions with J. Fleisher in respect of lien releases; review and correspond with P. Mabanza and S. Rothery in respect of PMSI notices; attend to other lien release and PMSI matters;	3.60
Nov-22-24	M. Clarkson-Maciel	Attended hearing regarding Dixie parts; numerous correspondence; conference with team regarding next steps; call with client regarding openlane dealer agreement;	3.30
Nov-22-24	S. Rothery	Attend to PPSA matters; review ON PPSA search results in respect of vehicles pending sale by Ryson; draft summary of liens to be discharged in respect of vehicles pending sale by Ryson; review outstanding PPSA security interest notice deliveries;	3.30
Nov-22-24	N. Geary	Call with client to discuss remarketing agreement;	0.50
Nov-22-24	T. Konechny	Receive and transmit Ontario PPSA VIN searches;	0.20
Nov-22-24	J. Fleisher	MTO matters;	0.50
Nov-22-24	C. Potter	Matters regarding PPSA discharge protocol and related items; correspondence regarding the same;	0.30
Nov-22-24	N. Levine	Call with client regarding auction agreement; correspondence regarding titles; consider outstanding agreements;	0.70
Nov-22-24	S. Kukulowicz	Telephone attendance with N. Levine and M. Clarkson-Maciel regarding Pride sale hearing; review of report on hearing; review of correspondence from counsel for the Monitor regarding MCV contribution accounting request; review of endorsement from the case conference sale hearing;	1.10
Nov-23-24	M. Clarkson-Maciel	Illinois turnover receipt; correspondence;	0.60
Nov-23-24	N. Levine	Comment on release; correspondence regarding POAs;	0.20
Nov-24-24	N. Levine	Correspondence with client regarding liens and asset collection;	0.10
Nov-24-24	C. Potter	Review of revised direction regarding discharge and	0.30

Date	Name	Description	Hours
		correspondence regarding the same;	
Nov-25-24	J. Noel	Discussions with T. Li and S. Rothery regarding sale 001 and sale 002 lien releases;	0.50
Nov-25-24	M. Clarkson-Maciel	Openlane agreement; correspondence;	0.90
Nov-25-24	S. Rothery	Attend to PPSA matters; review draft omnibus direction to discharge PPSA registrations; receive instructions from T. Li with respect to Ontario VIN history searches; review Ontario VIN history search results in respect of proposed sale of vehicles by Ryson; Send omnibus direction to discharge PPSA registrations for signature via DocuSign;	2.00
Nov-25-24	T. Li	Review and revise omnibus direction; correspondence with working group in respect of lien release matters and timing; analyze titling and ownership vehicles in respect of certain motor vehicles; coordinate and review bring-down due diligence searches; finalize omnibus direction for circulation to client; correspondence with S. Rothery in respect of searches review; call with client in respect of ministry of transportation searches (regarding title ownership); draft and send status update to working group in respect of various personal property security workstreams;	5.70
Nov-25-24	J. Fleisher	E-mails to and from T. Li;	0.30
Nov-25-24	S. Kukulowicz	Review of correspondence from Faskens regarding MCV contributions; review of lien release protocol and discussed same with N. Levine;	0.50
Nov-25-24	K. Norman	Receive and review instructions; attend to MTO searches; obtain copies of MTO documents; review search results and prepare report with respect to same; email correspondence with T. Li;	0.70
Nov-25-24	N. Levine	Call with client regarding letter; consider correspondence regarding MCVs; consider discharge issues;	0.80
Nov-26-24	T. Li	Plenary call with counsel to Royal Bank of Canada in respect of lien discharge process and documentary/due diligence issues; revise lien discharge protocol accordingly; internal correspondence and calls with working group in respect of jurisdictionality of PPSA searches, bring-down due diligence and ownership/title matters; review of sale documentation in respect of Ryson sale; further review of PPSA and lien search summary and attend to draft discharges; review of draft discharges prepared by H. Dylewski; attend to other due diligence and PPSA matters;	7.60
Nov-26-24	J. Noel	Discussions with Cassels team regarding sale 001, sale 002 and sale 003 lien releases; review draft PPSA discharges for sale 001; review PPSA searches for sale 001 and sale 002;	3.60
Nov-26-24	M. Clarkson-Maciel	Draft and provide comments to dealer agreement; correspondence on the matter with monitor;	2.50
Nov-26-24	S. Rothery	Attend to PPSA matters; extended discussion with T. Li and J. Noel with respect to PPSA registration discharge process; instruct law clerks to prepare draft PPSA discharges with	7.70

Date	Name	Description	Hours
		respect to proposed sale of vehicles by Ryson; review draft PPSA discharges; Instruct law clerks to order PPSA searches in respect of Pride Entities in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Newfoundland and Labrador, New Brunswick, Nova Scotia, and Prince Edward Island; Review PPSA searches in respect of Pride Entities;	
Nov-26-24	Im, Anita	Receive and review instructions; Attend to VIN number, AB, BC, MB, ON, NL, NB, NS, PEI, and SK security searches; email correspondence and discussions with agent with respect to searches; review initial search results and prepare report with respect to same; email correspondence and discussions with working group;	2.00
Nov-26-24	H. Dylewski	Receive and review instructions; prepare draft ON financing change statements;	0.80
Nov-26-24	N. Geary	Correspondence regarding remarketing agreement;	0.30
Nov-26-24	K. Norman	Correspondence with T. Li;	0.10
Nov-26-24	J. Fleisher	Conference call;	0.70
Nov-26-24	C. Potter	Call with Faskens regarding lien discharge and related matters; correspondence regarding the same; matters relating to lien discharges and related matters;	1.00
Nov-26-24	N. Levine	Calls with client regarding lien issues; confer with lending team regarding same; correspondence regarding dealer agreement;	0.50
Nov-27-24	S. Rothery	Attend to PPSA matters; Instruct law clerks to file PPSA discharges with respect to sale of vehicles by Ryson; review PPSA searches in respect of Pride Entities in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Newfoundland and Labrador, New Brunswick, Nova Scotia, and Prince Edward Island; consult with T. Li on protocol for discharging liens of secured creditor registered on Pride vehicles;	4.50
Nov-27-24	J. Noel	Discussions with Cassels team regarding PPSA discharge protocol; review correspondence regarding new sale; review PPSA searches for sale 002;	1.60
Nov-27-24	T. Li	Call with J. Trinh in respect of draft lien discharges, omnibus direction and authorization matters; review sale correspondence with Tiger in respect of impending US sales; coordinate and prepare expanded RBC summary chart with S. Rothery and review of same; coordinate and review bring-down due diligence searches in respect of existing RBC registrations; attend to other search and lien release matters;	4.80
Nov-27-24	M. Clarkson-Maciel	Open lane auctioneer agreement; correspondence; review letter from company;	1.70
Nov-27-24	Im, Anita	Attend to VIN number, AB, BC, MB, ON, NL, NB, NS, PEI, and SK security searches; review search results and prepare report with respect to same; email correspondence and discussions with working group;	0.80

Date	Name	Description	Hours
Nov-27-24	H. Dylewski	Receive and review instructions; prepare draft ON financing change statements;	0.40
Nov-27-24	N. Geary	Revise draft Openlane agreement and correspondence with M. Clarkson-Maciel;	0.40
Nov-27-24	N. Levine	Confer with team regarding lien searches; correspondence regarding open lane;	0.40
Nov-27-24	C. Potter	Matters regarding discharge of initial liens on delivery of units; correspondence regarding the same;	0.60
Nov-28-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges with respect to sale of vehicles by Ryson; consult with T. Li on protocol for discharging liens of secured creditor registered on Pride vehicles; update internal tracking sheet of vehicle sales;	1.40
Nov-28-24	T. Li	Correspondence and calls with internal working group in respect of additional sale documentation and review of PPSA searches; coordinate and finalize draft lien discharges in respect of first sale; correspondence and call with counsel to RBC in respect of certain lien discharges; discussion with J. Trinh in respect of lien release and authorization protocol; attend to other lien discharge and PPSA matters;	2.70
Nov-28-24	J. Noel	Discussions with T. Li and S. Rothery regarding Ministry of Transportation searches; review lien release tracking spreadsheet regarding sales 001-003;	0.70
Nov-28-24	H. Dylewski	Receive and review instructions; attend to the registration of financing statements; receive confirmation of same; correspondence with working group with respect to same;	0.40
Nov-28-24	J. Fleisher	Logistic discussion with T. Li;	0.30
Nov-28-24	S. Kukulowicz	Review of emails and draft Acknowledgement and Waiver regarding vehicle repairs at Pride sites; telephone attendance with N. Levine regarding same; review of correspondence for counsel for Pride in respect to our complaint letter;	0.80
Nov-28-24	N. Geary	Discussions with N. Levine; revise draft release;	0.90
Nov-28-24	N. Levine	Mark up waiver; call with company counsel regarding same; review letter from Pride counsel; call with client regarding schedules; correspondence regarding discharges;	2.10
Nov-28-24	C. Potter	Matters regarding discharges and related registrations; correspondence regarding the same;	0.30
Nov-29-24	S. Rothery	Attend to PPSA matters; Review draft PPSA discharges with respect to sale of vehicles by Ryson; instruct law clerks to order PPSA searches in respect of proposed sale vehicles; review PPSA search results in respect of proposed sale vehicles and summarize applicable liens;	3.30
Nov-29-24	T. Li	Correspondence and calls with internal working group in respect of additional sale documentation and review of PPSA searches; review and analyze certain third-party liens and correspondence with N. Levine, C. Potter regarding same; send summary of same to client; coordinating PPSA	3.40

Date	Name	Description	Hours
		search review and related due diligence with S. Rothery and J. Noel; correspond with client in respect of additional sale transaction and review of initial PPSA search results; attend to other lien discharge and PPSA matters;	
Nov-29-24	J. Noel	Discussions with T. Li and S. Rothery regarding PPSA discharges; review lien release spreadsheet regarding sales 001-004;	0.50
Nov-29-24	M. Clarkson-Maciel	Openlane auctioneer agreement draft; correspondence with client regarding the same;	0.50
Nov-29-24	B. Solhi	Review of Blakes GST/HST draft note to the CRA pertaining to GST/HST treatment of sales and leases; email correspondence with Cassels team regarding same;	1.60
Nov-29-24	Im, Anita	Receive and review instructions; attend to further Ontario VIN PPSA searches; review initial search results and prepare report with respect to same; email correspondence and discussions with working group;	0.40
Nov-29-24	H. Dylewski	Receive and review verification statements; correspondence with working group with respect to same;	0.30
Nov-29-24	S. Kukulowicz	Review of emails regarding tax issues; review of updated repair waiver and status of insurance issues;	1.10
Nov-29-24	N. Levine	Review agreement; address waiver issues; confer with client regarding lien and sale issues; confer with client regarding additional property; discuss risks with Cassels team;	2.20
Nov-30-24	T. Li	Review of draft discharges; review RBC collateral tracking list and revise same;	1.70

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	79.10	700.00	55,370.00
Geary, Nicola	Partner	4.80	925.00	4,440.00
Solhi, Bobby B.	Partner	5.00	950.00	4,750.00
Fleisher, Jonathan	Partner	11.80	1,130.00	13,334.00
Kukulowicz, Shayne	Partner	41.60	1,650.00	68,640.00
Levine, Natalie	Partner	61.00	1,000.00	61,000.00
Potter, Carla	Partner	14.70	795.00	11,686.50
Noel, J'Davia	Associate	12.90	450.00	5,805.00
Hyderman, Eva	Associate	11.30	450.00	5,085.00
Rothery, Shae	Associate	47.50	450.00	21,375.00
Li, Timon	Associate	68.80	485.00	33,368.00
Urquhart, Braek	Associate	2.10	715.00	1,501.50
Im, Anita	Law Clerk / Paralegal	3.20	350.00	1,120.00
Dylewski, Hannah	Law Clerk / Paralegal	1.90	345.00	655.50
Ebadi, Fatima	Law Clerk / Paralegal	0.50	400.00	200.00

Name	Title	Hours	Rate	Amount
Konechny, Tiffany	Law Clerk / Paralegal	1.20	410.00	492.00
Norman, Krystina	Law Clerk / Paralegal	2.40	360.00	864.00
Trinh, Julia	Law Clerk / Paralegal	0.70	450.00	315.00
Mabanza, Pasha	Law Student	1.00	295.00	295.00
Total (CAD)		**371.50**		**290,296.50**

Our Fees	290,296.50	
HST @ 13.00%	37,738.54	
TOTAL FEES & TAXES (CAD)		**328,035.04**

DISBURSEMENT SUMMARY

Non-Taxable Disbursements		
Electronic Due Diligence	722.00	
Agency Fees and Disbursements	527.97	
PPSA - Registration/Applic./Discharges	72.00	
Total Non-Taxable Disbursements	1,321.97	
Taxable Disbursements		
Binding, Tabs, Disks, etc	4.67	
Electronic Due Diligence	1,272.00	
Agency Fees and Disbursements	8,433.09	
PPSA - Registration/Applic./Discharges	131.40	
Total Taxable Disbursements	9,841.16	
HST @ 13.00%	1,279.36	
Total Taxable Disbursements & Taxes	11,120.52	
TOTAL DISBURSEMENTS & TAXES (CAD)		**12,442.49**

TOTAL FEES	**290,296.50**
TOTAL DISBURSEMENTS	**11,163.13**
TOTAL TAXES	**39,017.90**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**340,477.53**

Cassels

Invoice No:	2268594
Date:	December 31, 2024
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including December 31, 2024

Our Fees	152,937.50
Disbursements	11,499.00
Total Fees and Disbursements	164,436.50
HST @ 13.00%	20,724.61
TOTAL DUE (CAD)	**185,161.11**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2268594
Matter No.:	059366-00005
Amount:	**CAD 185,161.11**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Dec-02-24	S. Rothery	Attend to PPSA matters; prepare draft protocol by which law clerks are to prepare and file PPSA discharges in respect of RBC liens on Pride vehicles; discussion with T. Li regarding draft protocol for discharging RBC liens on Pride vehicles; instruct law clerks to prepare draft PPSA discharges in respect of RBC liens on certain Pride vehicles; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles;	3.20
Dec-02-24	J. Noel	Review draft PPSA discharges with respect to lien releases; discussions with T. Li and S. Rothery regarding lien release protocol;	3.00
Dec-02-24	H. Dylewski	Receive and review instructions; preparing draft ON, NL, NB, NS and PE financing change statements;	1.70
Dec-02-24	S. Kukulowicz	Review of further emails regarding waiver; telephone attendance with N. Levine regarding various issues;	0.60
Dec-02-24	T. Konechny	Attend to matters relating to drafting partial PPSA discharges relating to serial numbered goods;	2.00
Dec-02-24	T. Li	Review [redacted]; review and report [redacted] to N. Levine and client; review of VIN searches conducted at MTO; review of corresponding PPSA searches and revised lien summary; discussions with J. Noel and S. Rothery regarding due diligence matters and coordinate bring-down diligence in respect of certain assets;	3.80
Dec-02-24	C. Potter	Matters regarding discharges and related matters; correspondence regarding the same;	0.40
Dec-02-24	N. Levine	Respond to inquiries on liens and next steps; revise waiver notice; confer with client regarding outstanding issues	1.00
Dec-03-24	S. Rothery	Attend to PPSA matters; instruct law clerks to prepare draft PPSA discharges in respect of RBC liens on certain Pride vehicles; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles;	0.60
Dec-03-24	J. Noel	Review MTO searches for vehicle registered owners; review sale 003 draft PPSA discharges; discussions with T. Li and S. Rothery regarding lien release protocol;	3.20
Dec-03-24	Im, Anita	Attend to ongoing Ontario VIN PPSA searches; review balance of search results and prepare report with respect to same; email correspondence and discussions with working group;	0.30
Dec-03-24	H. Dylewski	Receive and review instructions; preparing draft ON financing change statement;	0.20
Dec-03-24	J. Fleisher	MTO matters and review of T. Li process;	0.60
Dec-03-24	S. Kukulowicz	Telephone attendance with N. Levine regarding service provider communications;	0.20
Dec-03-24	T. Li	Review of US title matters and orders respect of sale of US	3.30

Date	Name	Description	Hours
		assets; call with client in respect of lien discharge process and timelines; consider certain third-party liens disclosed and revise search summary accordingly; attend and coordinate various other lien and security matters;	
Dec-03-24	C. Potter	Review and consider vesting order and status relating to encumbrances in favour of third parties on collateral management property; matters regarding discharge of encumbrances and related matters;	0.80
Dec-03-24	N. Levine	Call with client; address release issues; address lien issues; consider US sale matters;	0.60
Dec-04-24	S. Rothery	Attend to PPSA matters; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by Ryson; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by Tiger; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles to be sold by Ryson;	3.90
Dec-04-24	J. Noel	Discussions with T. Li and S. Rothery regarding lien releases; discussions with T. Li regarding MTO searches;	0.90
Dec-04-24	M. Clarkson-Maciel	Drafting demand letter for stolen vehicle;	1.50
Dec-04-24	H. Dylewski	Receive and review instructions; preparing draft ON financing change statement; attending to the registration of financing statements; receiving confirmation and verification statements of same;	0.70
Dec-04-24	H. Dylewski	Receive and review verification statements; correspondence with working group with respect to same;	0.20
Dec-04-24	F. Ebadi	Receive and review instructions; attending to VIN searches; email correspondence with working group;	0.50
Dec-04-24	S. Kukulowicz	Review of emails regarding missing truck and proposed letter to repair shop; telephone attendance with N. Levine regarding various issues including stolen truck;	0.80
Dec-04-24	T. Konechny	Attend to filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in relation to sale 003; update tracking documents;	0.50
Dec-04-24	C. Potter	Matters regarding disposition of U.S. assets and call with U.S. counsel regarding the same; matters relating to discharge of collateral and correspondence regarding the same;	0.80
Dec-04-24	T. Li	Attend call with client and Tiger in respect of sale of US assets; review of additional due diligence searches in respect of anomalous vehicles and coordinate summary with J. Noel; review, revise and finalize summary document; send report and status update to client; research and correspondence in respect of potential UCC and mechanic's liens and customary pre-sale due diligence with US counsel;	6.50
Dec-04-24	N. Levine	Confer with client regarding outstanding issues; consider approach to stolen vehicle issues; consider request list; address lien issues; comment on draft letter; participate in call with Tiger; correspondence with US counsel;	1.70

Date	Name	Description	Hours
Dec-05-24	S. Rothery	Attend to PPSA matters; Review PPSA searches in respect of certain Pride vehicles to be sold by Ryson; review PPSA searches in respect of certain Pride vehicles to be sold by Tiger; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles to be sold by Ryson; consult with T. Li and J. Noel regarding discharge process;	4.70
Dec-05-24	J. Noel	Discussions with T. Li and S. Rothery regarding lien releases; review PPSA searches and draft PPSA discharges regard lien releases;	1.20
Dec-05-24	H. Dylewski	Receive comments and revise draft ON financing statement;	0.20
Dec-05-24	F. Ebadi	Receive and review search results and preparing report with respect to same; email correspondence with working group;	0.60
Dec-05-24	T. Li	Review draft lien discharges against underlying PPSA registrations; review of Tiger and Ryson sale correspondence and documentation; consider various third-party registrations and discuss same with J. Noel and S. Rothery; discussion with J. Fleisher in respect of [redacted] and review of caselaw [redacted];	3.30
Dec-05-24	A. Slota	Receive and review instructions; attending to nationwide (all 10 provinces) PPSA VIN due diligence request matters in respect of the following:1UYVS2530R7223207, 1GRAA0622FW703248, 1UYVS2535R7207116, 1FUJHHDR8NLMW8352, 1UYVS2537L6915039, 527SR5325PL033358, 527SR5325PL033361, and 527SR5327PL033359; obtaining copies of corporate documents; reviewing initial search results and preparing summary report with respect to same;	4.00
Dec-05-24	T. Konechny	Attend to drafting Ontario PPSA partial discharges regarding Sale 004; drafting BC, Alberta, Manitoba, Saskatchewan PPSA partial discharges regarding Sale 004;	1.50
Dec-05-24	N. Levine	Call with company regarding release; confer with client; correspondence regarding liens;	0.30
Dec-06-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles to be sold by Ryson; review PPSA searches in respect of certain Pride vehicles to be sold by Tiger; instruct clerks to order PPSA searches in respect of certain Pride vehicles; instruct clerks to discharge PPSA registrations in respect of vehicles sold by Ryson;	1.10
Dec-06-24	E. Hyderman	Review served aide memoire;	0.10
Dec-06-24	J. Noel	Discussions with T. Li and S. Rothery regarding lien releases; review PPSA searches and draft PPSA discharges regarding lien releases;	0.90
Dec-06-24	M. Clarkson-Maciel	Review affidavit draft;	1.30
Dec-06-24	M. Clarkson-Maciel	Calls with Esther Mann; internal team regarding demand letter for limited power of attorney; review of documentation on the same; correspondence and	1.90

Date	Name	Description	Hours
		amendments to letter to body shop regarding missing trucks;	
Dec-06-24	D. Porter	Receive and review instructions; attending to corporate and security searches for S. Rothery;	0.20
Dec-06-24	D. Porter	Receive and review instructions; attending to corporate and security searches; obtain copies of corporate documents; reviewing search results and preparing report with respect to same; email correspondence and discussions with M. Clarkson-Maciel;	0.30
Dec-06-24	T. Li	Calls and correspondence with client in respect of PPSA registrations and discharge matters; correspond with counsel to RBC in respect of certain PPSA registrations; review of Omnibus Direction and court orders and consider certain third-party discharges; draft issues list and discuss with S. Rothery and J. Noel; coordinate and review additional MTO and PPSA searches;	3.50
Dec-06-24	A. Slota	Attend to ongoing nationwide (all 10 provinces) PPSA VIN due diligence request matters in respect of the following:1UYVS2530R7223207, 1GRAA0622FW703248, 1UYVS2535R7207116, 1FUJHHDR8NLMW8352, 1UYVS2537L6915039, 527SR5325PL033358, 527SR5325PL033361, and 527SR5327PL033359; obtain copies of corporate documents; review balance of all search results and finalize summary report with respect to same;	1.00
Dec-06-24	S. Kukulowicz	Review of variance report from the Pride Entities; review of email regarding buyout of corporate vehicles; emails with N. Levine regarding buyout and other issues; review of Pride Group Aide Memoire regarding motion by Mitsubishi to lift stay; review of updated letter regarding stolen unit and related emails;	1.30
Dec-06-24	N. Geary	Call with J. Clarkson-Maciel regarding direction to Pride regarding Trailer; correspondence regarding release;	0.70
Dec-06-24	T. Konechny	Attend to drafting Ontario, PEI, Newfoundland, New Brunswick and Nova Scotia PPSA partial discharges regarding Sale 004; drafting partial discharges for Sale 006; drafting further PPSA partial discharges;	3.00
Dec-06-24	C. Potter	Matters regarding discharges and related matters; correspondence with respect to the same;	0.30
Dec-06-24	N. Levine	Address waiver, demand and lien issues; consider motion materials; confer with client;	1.00
Dec-07-24	S. Kukulowicz	Review of motion record of the Pride Entities regarding sale of certain real estate and other relief;	0.80
Dec-07-24	T. Li	Review of draft PPSA discharges; review of certain third-party registrations and associated court orders;	1.20
Dec-08-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles to be sold by Ryson; review PPSA searches in respect of certain Pride vehicles to be sold by Tiger;	2.30

Date	Name	Description	Hours
Dec-08-24	S. Kukulowicz	Exchanged emails regarding motion to amend Lien Discharge Order; review of Aide Memoire from Mitsubishi regarding lift stay motion;	0.80
Dec-08-24	T. Li	Review draft PPSA discharges and correspondence with S. Rothery regarding same; review third-party lien and e-mail with working group regarding same;	1.20
Dec-08-24	N. Levine	Correspond with client regarding demand letter; review motion record and draft email regarding same;	0.20
Dec-09-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles to be sold by Ryson; instruct law clerks to file PPSA discharges in respect of Pride vehicles sold by Ryson; instruct law clerks to prepare draft PPSA discharges in respect of Pride vehicles to be sold by Tiger; discussion with T. Li and J. Noel regarding outstanding RBC liens on vehicles sold by Ryson; instruct law clerks to order PPSA searches in respect of vehicles sold by Ryson; review PPSA searches in respect of vehicles to be sold by Ryson;	5.10
Dec-09-24	E. Hyderman	Review amended order and corresponding endorsement;	0.50
Dec-09-24	J. Noel	Discussions with T. Li and S. Rothery regarding lien releases; review PPSA searches and draft PPSA discharges regard lien releases;	2.90
Dec-09-24	M. Clarkson-Maciel	Draft letter to body shop regarding missing vehicles; tending to matter; review of documentation	1.20
Dec-09-24	H. Dylewski	Receive and review instructions; preparing draft ON, NL, NB, NS and PE financing change statements;	1.70
Dec-09-24	H. Dylewski	Receive and review instructions; preparing draft ON financing change statement;	0.20
Dec-09-24	H. Dylewski	Receive and review instructions; attending to the registration of financing statements; receiving confirmation and verification statements of same; receive and review verification statements; correspondence with working group with respect to same;	1.70
Dec-09-24	F. Ebadi	Receive and review instructions; attending to VIN security searches; email correspondence with working group;	0.50
Dec-09-24	D. Porter	Obtain copies of corporate documents; reviewing search results and updating report with respect to same; email correspondence and discussions with S. Rothery; saving searches to iManage;	0.20
Dec-09-24	D. Porter	Receive and review instructions; attending to corporate and security searches; corresponding with T. Li and S. Rothery;	0.20
Dec-09-24	S. Kukulowicz	Review of endorsement regarding lift stay motion; review of emails regarding ongoing issues recovering VINs;	0.80
Dec-09-24	T. Konechny	Attend to filing Manitoba, BC, Alberta and Saskatchewan PPSA partial discharges in respect of sale 002; update tracking charts; filing discharges in respect of sale 004; drafting partial discharges in respect of sale 007 and 010;	3.00

Date	Name	Description	Hours
Dec-09-24	T. Li	Review of certain third-party liens; calls with client in respect of ongoing search reviews and lien discharges; attending to lien discharges and coordinate additional due diligence and draft discharges with J. Noel and S. Rothery; calls with N. Levin regarding certain PPSA and MTO search matters;	4.70
Dec-09-24	N. Levine	Review endorsement; comment on POA; comment on release; confer with Cassels team regarding liens and sales; revise letter; address tax issues	1.80
Dec-10-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles; instruct law clerks to file PPSA discharges in respect of Pride vehicles sold by dealer; instruct law clerks to prepare draft PPSA discharges in respect of Pride vehicles to be sold by dealer; instruct law clerks to order PPSA searches in respect of vehicles to be sold by dealer; discussion with T. Li and J. Noel regarding status of lien discharges on certain Pride vehicles;	3.70
Dec-10-24	J. Noel	Review draft PPSA discharges regarding RBC liens;	2.00
Dec-10-24	M. Clarkson-Maciel	Correspondence on power of attorneys; drafting on the same; various correspondence on BDO receivership order;	2.50
Dec-10-24	D. Porter	Obtain copies of corporate documents; review search results and update report with respect to same; email correspondence and discussions with T. Li and S. Rothery; save searches to iManage;	0.20
Dec-10-24	H. Dylewski	Receive and review instructions; preparing draft ON, NL, NB, NS and PE financing change statements; attending to the registration of financing statements; receiving confirmation and verification statements of same; receive and review verification statements; correspondence with working group with respect to same;	2.90
Dec-10-24	F. Ebadi	Receive and review search results and preparing report with respect to same; email correspondence with working group;	0.50
Dec-10-24	S. Kukulowicz	Review of motion materials including lien discharge issues; telephone attendance with N. Levine;	0.90
Dec-10-24	T. Konechny	Attend to drafting Manitoba, Alberta, BC, and Saskatchewan PPSA partial discharges in respect of sale 008 and special request; filing partial discharges in respect of sale 010;	2.20
Dec-10-24	K. Norman	Obtain copies of security documents; review search results and prepare report with respect to same; email correspondence with S. Rothery;	0.20
Dec-10-24	J. Fleisher	Discussion with T. Li;	0.40
Dec-10-24	T. Li	Review of power of attorney in respect of dealer sales and title information; calls and correspondence with client and working group in respect of lien discharges and due diligence; review and revise lien summary charts; correspondence with US counsel in respect of UCC lien searches and pre-sale due diligence; consider same with	3.70

Date	Name	Description	Hours
		working group; attending to other security release matters;	
Dec-10-24	N. Levine	Calls with client; correspondence regarding liens and discharges; communicate with company counsel; consider waiver issues;	1.10
Dec-10-24	C. Potter	Matters regarding due diligence and related items; correspondence regarding the same;	0.30
Dec-11-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles;	0.70
Dec-11-24	J. Noel	Request and review MTO search results; discussions with Cassels team regarding MTO searches;	1.10
Dec-11-24	B. Solhi	Review of letter to the CRA from pertaining to receivership and acting as agent of Pride Group; internal discussion with B. Urquhart and email back regarding our comments;	0.50
Dec-11-24	M. Clarkson-Maciel	Amendments to repair scheduling release agreement; analysis of amendments to lien discharge amendment order; correspondence with client and company regarding both;	1.80
Dec-11-24	H. Dylewski	Receive and review instructions; preparing draft ON, NL, NB, NS and PE financing change statements;	0.80
Dec-11-24	A. Slota	Receive and review instructions; attending to Ontario PPSA VIN due diligence request matters in respect of VIN# VNL4V4NC9EH5LN218463 and 4V4NC9EH5LN218463; obtaining copies of corporate documents; reviewing initial search results with respect to same; discussions with working group in respect of Ministry of Transportation (Ontario) VIN search options, further to same;	0.60
Dec-11-24	S. Kukulowicz	Review of emails regarding sales tax issues and draft letter to CRA;	0.20
Dec-11-24	T. Konechny	Attend to filing partial discharges as to special request 001; update tracking charts; drafting partial discharges in respect of sale 009;	1.50
Dec-11-24	K. Norman	Receive and review instructions; attending to MTO searches; obtain copies of MTO documents; reviewing search results and preparing report with respect to same; Email correspondence T. Li;	1.50
Dec-11-24	T. Li	Review responses to queries received from US counsel in respect of US liens and sale of vehicles by Tiger; draft status update to client; correspondence and calls with client in respect of additional anomalous VINs and request MTO searches accordingly; review title documents in respect of anomalous vehicles and prepare MTO and ownership detail summary for client accordingly; send same to J. Noel for further review and comment; call with M. Clarkson-Maciel in respect of lien release order;	6.00
Dec-11-24	N. Levine	Review records and monitors report; call with company counsel; follow up on lien; prepare for court; calls with client; review tax letter; call with body shop regarding missing vehicle; discuss missing vehicles issues with client;	3.70

Date	Name	Description	Hours
		correspondence regarding lien claims;	
Dec-11-24	B. Urquhart	Review draft email; consider GST/HST implications and comments regarding same;	0.30
Dec-12-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of RBC liens on certain Pride vehicles; instruct law clerks to file PPSA discharges in respect of Pride vehicles sold by dealer;	2.30
Dec-12-24	J. Noel	Review MTO search results;	1.40
Dec-12-24	M. Clarkson-Maciel	Call with client regarding discharge order amendments; conference with team regarding lending discharges; analysis;	3.00
Dec-12-24	F. Ebadi	Receive and review instructions; attending to VIN searches; email correspondence with working group;	0.30
Dec-12-24	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence request matters in respect of VIN# VNL4V4NC9EH5LN218463 and 4V4NC9EH5LN218463; obtain copies of corporate documents; review balance of all search results with respect to same;	0.40
Dec-12-24	S. Kukulowicz	Review of draft order amending Lien Discharge Order and discussed same with N. Levine and M. Clarkson-Maciel; review of emails regarding revised language for Lien Discharge Order and clarification from counsel for the Pride Entities; review of supplement to Monitors report and revised orders;	1.80
Dec-12-24	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 006; update tracking charts;	0.80
Dec-12-24	K. Norman	Correspondence with S. Wong;	0.40
Dec-12-24	T. Li	Calls and correspondence with client and working group in respect of ongoing lien releases and due diligence over certain US vehicles; discussion with M. Clarkson-Maciel in respect of vesting order and review of same; review leasing documentation and bill of sale template provided by Tiger and prepare comments and markup of same; finalize MTO search analysis and send same to client;	4.00
Dec-12-24	N. Levine	Call with Cassels team regarding materials; call with client regarding materials and open issues; review lease document; correspondence regarding repair shop issues; correspondence with Monitor regarding lien claim issues;	1.80
Dec-13-24	S. Rothery	Attend to PPSA matters; review PPSA search results in respect of Pride vehicles to be sold; instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles to be sold;	1.60
Dec-13-24	J. Noel	Discussions with T. Li regarding RBC liens;	0.50
Dec-13-24	M. Clarkson-Maciel	Lien Discharge order; correspondence regarding titling; review of approved orders;	0.80
Dec-13-24	F. Ebadi	Receive and review search results and providing same to working group;	0.20

Date	Name	Description	Hours
Dec-13-24	S. Kukulowicz	Review of court materials and preparation for hearing; attended hearing which included amendments to the Lien Discharge Order;	1.80
Dec-13-24	T. Konechny	Attend to drafting PPSA partial discharges in respect of special request 004;	1.00
Dec-13-24	J. Fleisher	Discussion with T. Li;	0.30
Dec-13-24	C. Potter	Matters regarding discharge on units and correspondence with respect to the same;	0.30
Dec-13-24	T. Li	Review of additional PPSA draft discharges; review urgent due diligence in respect of certain Ryson vehicles; interpret same and correspondence with N. Levine and C. Potter in respect of third-party liens over such vehicles; review of discretion and powers afforded to Manager in respect of lien releases contained in lien release order and collateral management order; draft and send response to client in respect of urgent Ryson due diligence request; call with client regarding certain post-registration searches and discharge confirmations; revise and finalize draft Bill of Sale template and send same to Tiger;	2.80
Dec-13-24	N. Levine	Call with client regarding leases; review documents regarding same; work on bill of sale and POA issues; follow up with company on tax issues; confer with Cassels team regarding hearing;	0.70
Dec-14-24	T. Li	Review of service contracts and working group correspondence regarding same;	0.20
Dec-14-24	N. Levine	Correspondence regarding bills of sale; draft email regarding lease issues;	0.20
Dec-15-24	S. Rothery	Attend to PPSA matters; review correspondence from law clerks regarding draft discharges in respect of certain Pride vehicles to be sold by dealer;	0.10
Dec-15-24	M. Clarkson-Maciel	Arrange conference;	0.10
Dec-15-24	J. Fleisher	Review of lease and service obligation and respond to group;	0.80
Dec-15-24	S. Kukulowicz	Review of lease documents and related emails;	0.30
Dec-15-24	T. Li	Review of service contracts and working group correspondence regarding same;	0.20
Dec-16-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealers;	0.80
Dec-16-24	J. Noel	Review draft PPSA discharges;	1.10
Dec-16-24	M. Clarkson-Maciel	Conference regarding service contracts;	0.20
Dec-16-24	S. Kukulowicz	Review of sample lease and maintenance agreements and related emails; teams conference with N. Levine et al. regarding assignment of leases but not maintenance contracts; telephone attendance with N. Levine regarding VIN pick-up issues and review of related emails;	1.40
Dec-16-24	J. Fleisher	Internal call and prepare for call regarding bundled lease;	0.40
Dec-16-24	K. Norman	Correspondence with MTO; correspondence with S. Wong;	0.50

Date	Name	Description	Hours
Dec-16-24	C. Potter	Matters regarding discharges and related matters; correspondence regarding the same;	0.50
Dec-16-24	T. Li	Call in respect of lease and service agreements; review draft PPSA discharges; correspond with working group regarding same;	0.60
Dec-16-24	N. Levine	Calls with client regarding leases, pick ups and security; calls either company regarding same; attend to additional requests from client;	2.00
Dec-17-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealers; instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles to be sold by dealers;	2.50
Dec-17-24	T. Li	Calls with client in respect of certain VINs and status of motor vehicles; review of PPSA discharges; correspondence with working group in respect of supplemental due diligence and liens; review orders in respect of Manager's authority to discharge certain VINs and send summary to N. Levine and C. Potter for further review and comment;	1.50
Dec-17-24	J. Noel	Review draft PPSA discharges;	1.20
Dec-17-24	D. Porter	Receive and review instructions; attending to corporate and security searches; obtaining copies of corporate documents; email correspondence and discussions with agent with respect to searches and search summary; reviewing search results and preparing report with respect to same; email correspondence and discussions with S. Rothery;	0.20
Dec-17-24	M. Clarkson-Maciel	Review of redline for openlane; correspondence on the same; correspondence on inventory, DIP interest, and titling;	0.80
Dec-17-24	S. Kukulowicz	Review of various update emails;	0.30
Dec-17-24	J. Fleisher	Review of e-mail regarding lease payment requirement;	0.20
Dec-17-24	T. Konechny	Attend to filing PPSA partial discharges in respect of special request 004;	1.00
Dec-17-24	C. Potter	Call regarding certain truck matters; follow-up regarding the same;	0.40
Dec-17-24	N. Levine	Follow up on pick up issues; confer with team regarding dealer issues; consider lien issues;	0.60
Dec-18-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealers; instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles to be sold by dealers; provide PPSA discharge confirmation statements to client; discussion with T. Li regarding status of secured interests where PPSA registrations include erroneous VINs;	2.10
Dec-18-24	T. Li	Calls with working group in respect of PPSA and lien discharge matters; discussion with N. Levine regarding legal research regarding interpretation of Ontario financing statements; instruction articling student regarding same and conduct preliminary research; review draft PPSA lien	2.50

Date	Name	Description	Hours
		discharges;	
Dec-18-24	J. Noel	Discussions with T. Li, S. Rothery, and J. Fleisher regarding lien releases and discharge of Bennington registration;	0.60
Dec-18-24	D. Porter	Receive and review instructions; attending to corporate and security searches; obtaining copies of corporate documents for T. Li;	0.30
Dec-18-24	M. Clarkson-Maciel	Correspondence;	0.10
Dec-18-24	H. Dylewski	Receive and review verification statements; correspondence with working group with respect to same;	0.20
Dec-18-24	H. Dylewski	Receive and review instructions; preparing draft ON financing change statements;	0.30
Dec-18-24	J. Fleisher	Discussion with J. Noel regarding VIN; call with N. Levine;	0.70
Dec-18-24	N. Levine	Calls with client; research perfections issues; discuss same with Cassels team; consider pick up issues and appropriate next steps including court relief;	1.10
Dec-19-24	S. Rothery	Attend to PPSA matters; update internal tracking sheet of lien release status by sale batch; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealers;	0.50
Dec-19-24	J. Noel	Discussions with T. Li regarding lien releases;	0.20
Dec-19-24	D. Porter	Obtain copies of corporate documents; review search results and update report with respect to same; email correspondence and discussions with T. Li; save searches to iManage;	0.40
Dec-19-24	T. Li	Calls with client in respect of impending Ryson sales; coordinate due diligence searches in respect corporate vehicles and review interim results; draft reporting summary to client regarding same;	2.40
Dec-19-24	K. Norman	Correspondence with MTO;	0.20
Dec-19-24	S. Kukulowicz	File administrator; review of updates regarding VIN repossessions;	0.30
Dec-19-24	N. Levine	Assist with resolution of pick up issues; confer with client regarding next hearing;	0.50
Dec-20-24	S. Rothery	Attend to PPSA matters; review correspondence from client with respect to potential sale of certain Pride vehicles; Instruct law clerks to order Ontario PPSA searches in respect of certain Pride vehicles to be sold by dealer; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer;	0.70
Dec-20-24	Im, Anita	Receive and review instructions; attending to ON PPSA VIN number searches; email correspondence with working group with respect to same;	0.30
Dec-20-24	D. Porter	Receive and review instructions; attending to corporate and security searches; corresponding with S. Rothery;	0.20
Dec-20-24	M. Clarkson-Maciel	Call with client regarding next steps; various correspondence; considering draft agreement regarding disposal of personal vehicles;	2.80

Date	Name	Description	Hours
Dec-20-24	T. Li	Review of PPSA and motor vehicle searches in respect of corporate vehicles analysis; revise and finalize summary and circulate to client for further review and comment; conduct statutory and case law research in respect [redacted] and call with S. Zhou regarding same; revise research report;	3.70
Dec-20-24	C. Potter	Matters regarding discharge matters and related items; correspondence regarding the same;	0.40
Dec-21-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer;	0.20
Dec-22-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; review Ontario PPSA search results in respect of certain Pride vehicles to be sold;	3.20
Dec-22-24	T. Li	Review of lien searches and corresponding draft discharges; correspond with S. Rothery regarding same;	0.20
Dec-23-24	S. Rothery	Attend to PPSA matters; review Ontario PPSA search results in respect of certain Pride vehicles to be sold; instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer;	2.90
Dec-23-24	T. Li	Draft and finalize legal research summary in respect of PPSA interpretation matters and circulate report to N. Levine and J. Fleisher for further review and comment; call with client in respect of impending Ryson sale closing; review of lien discharges and due diligence searches; call with S. Rothery in respect of motor vehicle diligence and third-party liens; review and revise lien summaries; review correspondence in respect of corporate vehicles and vehicles with incorrect VINs; attending to other security and discharge matters;	3.30
Dec-23-24	M. Clarkson-Maciel	Draft dealer agreement;	2.30
Dec-23-24	H. Dylewski	Receive and review instructions; preparing draft ON, NL, NB, NS and PE financing change statements;	1.30
Dec-23-24	D. Porter	Obtain copies of corporate documents; review search results and update report with respect to same; email correspondence and discussions with S. Rothery; save searches to iManage;	0.20
Dec-23-24	T. Konechny	Attend to drafting Alberta, British Columbia, Manitoba, and Saskatchewan PPSA partial discharges as to sale 013 and sale 012;	1.00
Dec-23-24	J. Fleisher	Review of legal memo regarding PPSA registration and motor vehicle line;	0.30
Dec-24-24	N. Levine	Correspondence regarding pick ups; POAs and next steps;	0.30
Dec-26-24	T. Li	Review of lien discharge documentation; correspondence with client regarding same; coordinate lien discharges with working group;	0.40
Dec-26-24	J. Noel	Review draft PPSA discharges;	1.00

Date	Name	Description	Hours
Dec-27-24	T. Li	Attend to discharge matters and correspondence with working group regarding same;	0.10
Dec-27-24	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; correspond with client regarding discharge of PPSA registrations against certain Pride vehicles to be sold by dealer; update internal tracking sheet of Pride vehicles sold by dealer;	0.40
Dec-27-24	S. Kukulowicz	Review of emails regarding pick-up deadlines and related issues;	0.20
Dec-27-24	N. Geary	Review and comment on draft Canam agreement;	0.70
Dec-27-24	T. Konechny	Attend to filing PPSA partial discharges as to sale 012 and regarding non-RBC liens; update tracking lists;	1.00
Dec-27-24	M. Clarkson-Maciel	Consignment agreement; comments on the same;	1.50
Dec-27-24	N. Levine	Correspondence regarding agreement; correspondence regarding pick ups;	0.20
Dec-28-24	N. Levine	Revise agreement; review correspondence and consider court application;	0.80
Dec-29-24	M. Clarkson-Maciel	Draft consignment agreement; correspondence on the same;	2.20
Dec-29-24	N. Levine	Review and comment on agreement;	0.40
Dec-30-24	N. Geary	Review and comment on draft consignment sale agreement;	1.10
Dec-30-24	S. Rothery	Attend to PPSA matters; discussion with T. Li and J. Noel regarding draft limited powers of attorney made in favour of Tiger to re-title certain Pride vehicles; review VINs listed in Schedule "A" to each draft limited power of attorney made in favour of Tiger to re-title certain Pride vehicles; update internal tracking sheet of Pride vehicles to be sold by dealer;	1.40
Dec-30-24	J. Noel	Discussions with T. Li and S. Rothery regarding powers of attorney; review schedules to powers of attorney regarding VINs attached;	1.80
Dec-30-24	M. Clarkson-Maciel	Dealing with consignment agreement;	3.20
Dec-30-24	H. Dylewski	Receive and review verification statements; correspondence with working group with respect to same;	0.30
Dec-30-24	S. Kukulowicz	Review of emails and telephone attendance with N. Levine regarding pick-up deadline for 30 vehicles; reviewed and revised draft letter to counsel for Pride Entities;	1.10
Dec-30-24	J. Trinh	Attend to Ministry of Transportation VIN search with respect to VIN 1FUJGLD57FLGB2220;	0.30
Dec-30-24	T. Li	Review of due diligence searches and draft lien releases; correspondence with client and working group in respect of Tiger POAs; coordinate with J. Noel and S. Rothery and review of schedules thereto and underlying motor vehicle assets; attending to other lien discharge and security matters;	1.70

Date	Name	Description	Hours
Dec-30-24	N. Levine	Revise POAs; discuss same with Cassels team; revise letter to company; call with company; various calls with client and Cassels team regarding strategy;	1.80
Dec-31-24	S. Kukulowicz	Review of updates regarding removal of additional vehicles;	0.30
Dec-31-24	T. Li	Review correspondence in respect of Tiger powers of attorney;	0.10
Dec-31-24	N. Levine	Work on POA and bill of sale issues; calls with client regarding same;	1.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	27.20	700.00	19,040.00
Geary, Nicola	Partner	2.50	925.00	2,312.50
Solhi, Bobby B.	Partner	0.50	950.00	475.00
Fleisher, Jonathan	Partner	3.70	1,130.00	4,181.00
Kukulowicz, Shayne	Partner	13.90	1,650.00	22,935.00
Levine, Natalie	Partner	23.00	1,000.00	23,000.00
Potter, Carla	Partner	4.20	795.00	3,339.00
Rothery, Shae	Associate	44.00	450.00	19,800.00
Hyderman, Eva	Associate	0.60	450.00	270.00
Noel, J'Davia	Associate	23.00	450.00	10,350.00
Li, Timon	Associate	60.90	485.00	29,536.50
Urquhart, Braek	Associate	0.30	715.00	214.50
Im, Anita	Law Clerk / Paralegal	0.60	350.00	210.00
Dylewski, Hannah	Law Clerk / Paralegal	12.40	345.00	4,278.00
Porter, Danielle	Law Clerk / Paralegal	2.40	345.00	828.00
Ebadi, Fatima	Law Clerk / Paralegal	2.60	400.00	1,040.00
Slota, Alex	Law Clerk / Paralegal	6.00	400.00	2,400.00
Konechny, Tiffany	Law Clerk / Paralegal	18.50	410.00	7,585.00
Norman, Krystina	Law Clerk / Paralegal	2.80	360.00	1,008.00
Trinh, Julia	Law Clerk / Paralegal	0.30	450.00	135.00
Total (CAD)		**249.40**		**152,937.50**

Our Fees	152,937.50	
HST @ 13.00%	19,881.88	
TOTAL FEES & TAXES (CAD)		**172,819.38**

DISBURSEMENT SUMMARY	
Non-Taxable Disbursements	
Electronic Due Diligence	1,090.00
Driver's License Searches	2,632.00
PPSA - Registration/Applic./Discharges	988.95
BC Online - PPSA Search/Registrations	149.50
Corporate Filings	156.00
Total Non-Taxable Disbursements	5,016.45
Taxable Disbursements	
Electronic Due Diligence	1,904.00
PPSA - Registration/Applic./Discharges	4,451.20
Delivery	127.35
Total Taxable Disbursements	6,482.55
HST @ 13.00%	842.73
Total Taxable Disbursements & Taxes	7,325.28

TOTAL DISBURSEMENTS & TAXES (CAD)	**12,341.73**
TOTAL FEES	**152,937.50**
TOTAL DISBURSEMENTS	**11,499.00**
TOTAL TAXES	**20,724.61**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**185,161.11**

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2263273	12/20/24	340,477.53	0.00	340,477.53
2268594	12/31/24	185,161.11	0.00	185,161.11
Total (CAD)		**525,638.64**	**0.00**	**525,638.64**

Cassels

Invoice No:	2269945
Date:	February 12, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including January 31, 2025

Our Fees	173,475.00
Disbursements	8,397.54
Total Fees and Disbursements	181,872.54
HST @ 13.00%	23,424.76
TOTAL DUE (CAD)	**205,297.30**

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Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

CAD EFT and Wire:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:
Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2269945
Matter No.:	059366-00005
Amount:	**CAD 205,297.30**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Jan-02-25	M. Clarkson-Maciel	Confer with team regarding the Canam agreement; raise agreement for N. Geary;	2.40
Jan-02-25	S. Kukulowicz	Review of letter agreement regarding Multi-Collateral Vehicles;	0.30
Jan-02-25	T. Li	Calls with N. Levine in respect of PPSA and security matters; review of vesting order and collateral management order; review of CCAA stay; correspondence with S. Rothery and J. Noel in respect of impending Tiger sales, documentation and review of draft lien discharges;	0.60
Jan-02-25	N. Levine	Follow up on POAs; review orders regarding dealer agreement and modification to same;	1.30
Jan-03-25	S. Rothery	Attend to PPSA matters; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer;	0.10
Jan-03-25	S. Kukulowicz	Review of emails regarding MCV Letter Agreement;	0.30
Jan-03-25	J. Fleisher	Review of letter regarding settlements;	0.30
Jan-03-25	N. Levine	Consider MCV agreement for manager; correspondence with company regarding POAs;	0.50
Jan-05-25	N. Levine	Consider MCV issues; correspondence regarding same; address outstanding issues with client;	0.40
Jan-06-25	M. Clarkson-Maciel	Correspondence regarding pickups and MCV issues; conference with client;	2.10
Jan-06-25	S. Kukulowicz	Review of further emails regarding MCV agreements;	0.20
Jan-06-25	N. Levine	Call with client regarding next steps and outstanding matters; correspond with company outstanding POAs; mark up agreement; consider legal issues;	1.60
Jan-07-25	S. Rothery	Attend to PPSA matters; instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles subject to insurance claims; review draft PPSA discharges; update internal status tracking sheet of Pride vehicle sales and discharges;	0.70
Jan-07-25	H. Dylewski	Receive and review instructions; prepare draft ON, NL, NB, NS and PE financing change statements;	1.00
Jan-07-25	M. Clarkson-Maciel	Correspondence regarding insurance claims; review documents regarding same;	0.40
Jan-07-25	S. Kukulowicz	Telephone attendance with N. Levine regarding status;	0.20
Jan-07-25	T. Konechny	Attend to drafting BC, AB, SK, and MB PPSA partial discharges as to special request 008;	0.40
Jan-07-25	T. Li	Coordinate lien and collateral release matters and correspond with working group regarding same;	0.40
Jan-07-25	N. Levine	Calls with client regarding next steps; calls with company counsel; correspondence regarding same; prepare for hearing; review motion materials;	2.70
Jan-08-25	S. Rothery	Attend to PPSA matters; review draft PPSA discharges; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by dealer; review PPSA	1.80

Date	Name	Description	Hours
		search results; update internal status tracking sheet of Pride vehicle sales and discharges;	
Jan-08-25	J. Noel	Discussions with Cassels team regarding lien release diligence;	0.60
Jan-08-25	M. Clarkson-Maciel	Review correspondence regarding court application and next steps; revise agreement per instructions;	2.00
Jan-08-25	F. Ebadi	Receiving and reviewing instructions; attend to VIN searches; review search results and prepare interim report with respect to same; email correspondence with working group;	0.30
Jan-08-25	S. Kukulowicz	Review of Pride entity motion record regarding deadline to remove all securitized assets and related relief; telephone attendance with N. Levine regarding dealing with insurance proceeds and other issues;	0.80
Jan-08-25	T. Li	Coordinate lien and collateral release matters and correspond with working group regarding same;	0.40
Jan-08-25	N. Levine	Work on agreements and sale issues; calls with company and client regarding next steps; work on POA issues and auction issues; prepare for next hearing; address lien issues;	2.00
Jan-09-25	S. Rothery	Attend to PPSA matters; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by dealer; review PPSA search results; Instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; review draft PPSA discharges; update internal status tracking sheet of Pride vehicle sales and discharges;	1.60
Jan-09-25	D. Karlin	Discussion with B. Urquhart; review and consider amendments to consignment agreement;	1.70
Jan-09-25	F. Ebadi	Receive and review search results and preparing report with respect to same; Email correspondence with the working group;	0.20
Jan-09-25	D. Porter	Receive and review instructions; attend to corporate and security searches; obtain copies of corporate documents; review search results and prepare report with respect to same; email correspondence and discussions with S. Rothery;	0.20
Jan-09-25	B. Solhi	Review of Dealer Agreement and Consignment Agreement for tax aspects; email correspondence from B. Urquhart pertaining to back-to-back supplies;	1.00
Jan-09-25	T. Konechny	Attend to drafting PPSA partial discharges and discharge in connection with sale 014;	0.70
Jan-09-25	C. Potter	Matters regarding consignment registrations and correspondence regarding new dealer agreement;	0.30
Jan-09-25	T. Li	Coordinate lien and collateral release matters and correspond with working group regarding same; analysis and correspondence in respect of private vehicles and potential sale of same; review of orders in respect of Canam dealer agreement;	1.40

Date	Name	Description	Hours
Jan-09-25	N. Levine	Correspondence regarding POAs and agreement; respond to inquiries regarding managership and applicable assets; consider motion materials;	1.90
Jan-09-25	B. Urquhart	Review Agreement; review previous advice; considering commodity tax implications of same; comment on same;	1.90
Jan-10-25	S. Rothery	Attend to PPSA matters; review PPSA search results; Review draft PPSA discharges; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerks to order corporate profile reports and PPSA searches in respect of new dealer;	0.90
Jan-10-25	Im, Anita	Receive and review instructions; conduct preliminary searches; attend to corporate and security searches; obtain corporate documents; review search results and prepare report with respect to same; email correspondence with working group;	0.50
Jan-10-25	J. Noel	Review draft PPSA discharges;	0.80
Jan-10-25	E. Hyderman	Draft letter to opposing counsel regarding upcoming motion; correspondence with N. Levine regarding same;	1.10
Jan-10-25	M. Clarkson-Maciel	Incorporate specialist comments to agreements; correspondence related to hearings;	2.30
Jan-10-25	D. Karlin	Review and consider tax representations; correspondence with B. Urquhart regarding same;	0.60
Jan-10-25	H. Dylewski	Receive and review instructions; attend to the registration of financing statements; receive confirmation and verification statements of same; correspondence with working group with respect to same;	0.60
Jan-10-25	D. Porter	Obtain copies of corporate documents; review search results and update report with respect to same; email correspondence and discussions with S. Rothery; save searches to iManage;	0.20
Jan-10-25	B. Solhi	Further review and call with B. Urquhart pertaining to tax provisions in Dealer and Consignment Agreements;	0.80
Jan-10-25	T. Li	Coordinate lien and collateral release matters and correspond with working group regarding same; review of Canam dealer agreement; correspondence with client in respect of insurance claims and coordinate draft PMSI notices in respect of sale of corporate vehicles;	1.10
Jan-10-25	S. Kukulowicz	Discussion regarding Pride motion and VIN pick-up timing; review of Monitor's 20th Report;	0.80
Jan-10-25	T. Konechny	Attend to filing BC, AB, SK, and MB PPSA partial discharges as to special request 008;	0.30
Jan-10-25	C. Potter	Matters regarding additional Dealer Agreement; correspondence regarding consignment registrations and notices;	0.30
Jan-10-25	B. Urquhart	Conference with B. Solhi and D. Karlin regarding Agreement revisions; revise same;	1.20
Jan-10-25	N. Levine	Draft correspondence regarding motion materials and	2.00

Date	Name	Description	Hours
		report; calls with Fasken regarding same; consider strategy;	
Jan-11-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review corporate profile report and PPSA search results in respect of new dealer; draft purchase money security interest letter in respect of new dealer;	1.40
Jan-11-25	N. Levine	Call with client regarding motion; draft letter to company and internal correspondence regarding same;	1.00
Jan-12-25	T. Li	Coordinate lien and collateral release matters and correspond with working group regarding same; coordinate draft PMSI notices in respect of sale of corporate vehicles;	0.50
Jan-12-25	S. Kukulowicz	Telephone attendance with N. Levine regarding correspondence to the Pride Entities and Monitors; revised draft letter; review of factum of the Pride Entities;	1.30
Jan-12-25	N. Levine	Work on agreements; revisions to letters; prepare for court;	0.50
Jan-13-25	T. Li Parizeau	Review agreement;	0.50
Jan-13-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer;	0.20
Jan-13-25	J. Noel	Review draft PPSA discharges;	0.30
Jan-13-25	M. Clarkson-Maciel	Call with client regarding Canam agreement; draft bulk bill of sale; drafting service agreement for Century services; various correspondence;	2.50
Jan-13-25	H. Dylewski	Receive and review instructions; revise draft ON, NL, NB, NS and PE financing change statements;	0.20
Jan-13-25	S. Kukulowicz	Telephone attendance with N. Levine regarding proposed deadlines and strategy; review of court materials; review of final letter sent to counsel for the Pride Entities and the Monitor;	1.60
Jan-13-25	N. Geary	Review of draft bulk sales agreement and draft Canam agreement;	0.60
Jan-13-25	T. Konechny	Attend to drafting British Columbia PPSA partial discharges with respect to sale 015;	0.30
Jan-13-25	N. Levine	Draft correspondence to company and Monitor; revise agreements; consider next steps; calls with client regarding outstanding requests and strategy;	2.10
Jan-14-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; instruct law clerks to order searches in respect of certain Pride vehicles to be sold by dealer; review PPSA searches in respect of certain Pride vehicles to be sold by dealer;	3.00
Jan-14-25	Im, Anita	Receive and review instructions; attend to security searches; review initial search results and prepare report with respect to same; email correspondence with working	0.80

Date	Name	Description	Hours
		group;	
Jan-14-25	E. Hyderman	Review affidavits and motion records served in connection with the motion returnable January 15, 2025;	0.60
Jan-14-25	J. Noel	Review draft PPSA discharges;	0.80
Jan-14-25	M. Clarkson-Maciel	Incorporate comments on draft agreements;	1.00
Jan-14-25	H. Dylewski	Receive and review instructions; attend to the registration of financing statements relating to Sale 015;	0.20
Jan-14-25	S. Kukulowicz	Review of additional court filings in opposition to Pride motion; office conference with N. Levine; telephone attendance with P. Huff regarding resolution of outstanding issues; teams conference with A&M regarding Pride motion and outstanding issues; follow up discussions with P. Huff; review of supplementary materials filed by Pride and discussed same with N. Levine;	2.30
Jan-14-25	T. Konechny	Attend to filing British Columbia, Alberta, Manitoba and Saskatchewan PPSA partial discharges with respect to sale 015;	0.30
Jan-14-25	C. Potter	Matters relating to PPSA discharge and related matters; correspondence regarding the same;	0.40
Jan-14-25	T. Li	Review of draft lien discharges; correspondence with working group in respect of potential private sale and review of motor vehicle due diligence;	1.00
Jan-14-25	N. Levine	Prepare for call; prepare for hearing; prepare for auction; consider additional materials; confer with company and client;	3.90
Jan-15-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerks to discharge PPSA registrations; instruct law clerks to order searches in respect of certain Pride vehicles to be sold by dealer; review PPSA search results;	2.80
Jan-15-25	J. Noel	Correspond with A&M regarding lien releases;	0.10
Jan-15-25	Im, Anita	Attend to ongoing security searches; review search results and prepare report with respect to same; email correspondence with working group;	1.20
Jan-15-25	M. Clarkson-Maciel	Monitor hearing and review revised orders;	1.40
Jan-15-25	H. Dylewski	Review instructions; attend to the registration of financing statements; receive confirmation and verification statements of same; receive and review Ontario verification statement; correspondence with working group with respect to same;	0.70
Jan-15-25	H. Dylewski	Receive confirmation and verification statements relating to Sale 015; receive and review verification statement; correspondence with working group with respect to same;	0.50
Jan-15-25	S. Kukulowicz	Review of additional court materials; office conference with N. Levine regarding court hearing;	0.70
Jan-15-25	N. Geary	Review and comment on consulting agreement;	0.40
Jan-15-25	T. Konechny	Attend to filing British Columbia, Alberta, Manitoba and	0.30

Date	Name	Description	Hours
		Saskatchewan PPSA partial discharges with respect to sale 008;	
Jan-15-25	J. Trinh	Attend to Ministry of Transportation search in respect of VIN 527SR5323PM031747 and providereport with respect to same;	0.30
Jan-15-25	T. Li	Review of due diligence searches in respect of motor vehicle collateral and discussions with working group regarding same; discussions with S. Rothery in respect of omnibus direction and potential updates to syndicate collateral management order;	0.70
Jan-15-25	N. Levine	Prepare for and attend at court; calls with client regarding outstanding issues; comment on documents; confer with S. Kukulowicz regarding hearing;	5.50
Jan-16-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerks to order searches in respect of certain Pride vehicles to be sold by dealer;	0.40
Jan-16-25	E. Hyderman	Review correspondence regarding Service Contracts letter; review endorsement issued in relation with January 16 hearing;	0.30
Jan-16-25	Im, Anita	Receive and review further instructions; attend to security searches; email correspondence with working group with respect to same;	0.30
Jan-16-25	M. Clarkson-Maciel	Consider endorsement; work on sale issues;	0.70
Jan-16-25	N. Geary	Call with N. Levine regarding bill of sale issue;	0.30
Jan-16-25	S. Kukulowicz	Review of Court endorsement and revised Order; office conference with N. Levine regarding mechanics of dealing with MCVs;	0.90
Jan-16-25	N. Levine	Calls with lender counsel; revisions to sale documents; calls with client; address sale issues and lease issues; consider endorsement and next steps;	3.50
Jan-17-25	S. Rothery	Attend to PPSA matters; discussion with N. Levine, C. Potter, and T. Li regarding status of PPSA discharges against certain Pride vehicles; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer;	0.40
Jan-17-25	J. Noel	Review draft PPSA discharges; correspond with A&M regarding lien releases;	0.70
Jan-17-25	E. Hyderman	Review correspondence from N. Levine regarding Service Contracts letter; meeting with N. Levine to discuss drafting motion in writing to amend Collateral Management Order; draft amendment to the Collateral Management Order;	1.40
Jan-17-25	M. Clarkson-Maciel	Correspondence regarding revisions to sale documents; drafting bill of sale documents;	0.80
Jan-17-25	S. Kukulowicz	Review of update emails;	0.20
Jan-17-25	A. Slota	Receive and review instructions; attend to Ontario PPSA due diligence request matters in respect of VIN# 4V4NC9EH3RN652745; conduct and obtain search results in	0.30

Date	Name	Description	Hours
		respect of same;	
Jan-17-25	T. Konechny	Attend to filing PPSA partial discharges with respect to sale 014;	0.50
Jan-17-25	C. Potter	Correspondence regarding discharge matters; supervise discharge matters;	0.30
Jan-17-25	T. Li	Attend to lien discharge and sale matters;	0.20
Jan-17-25	N. Levine	Confer with client; correspondence with syndicate lawyers	0.80
Jan-18-25	N. Levine	Confer with team regarding discharges;	0.10
Jan-20-25	S. Rothery	Attend to PPSA matters; Review PPSA search results; instruct law clerks to prepare draft PPSA discharges; review draft PPSA discharges; update internal status tracking sheet of Pride vehicle sales and discharges;	3.20
Jan-20-25	E. Hyderman	Continue drafting amendment to definition of Management Property under the Amended Syndicate Collateral Management Order; begin drafting notice of motion regarding same; correspondence with N. Levine regarding same; review correspondence with counsel to the Administrative Agent regarding outstanding action items;	1.30
Jan-20-25	M. Clarkson-Maciel	Correspondence regarding bulk sale of vehicles;	0.20
Jan-20-25	H. Dylewski	Receive and review instructions; prepare draft ON, NL, NB, NS and PE financing change statements;	1.00
Jan-20-25	T. Konechny	Attend to drafting British Columbia, Alberta, Manitoba and Saskatchewan PPSA partial discharges with respect to sale 016 and sale 017;	2.00
Jan-20-25	T. Li	Review of draft lien discharges and due diligence searches; correspondence with working group in respect of impending consignment of corporate vehicles; review of consignment agreement and due diligence results in respect of corporate vehicles;	2.00
Jan-20-25	N. Levine	Confer with client; consider amendments to documents; confer with company counsel regarding documents; work on CMO amendment issues;	0.90
Jan-21-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges;	0.20
Jan-21-25	H. Dylewski	Receive and review instructions; prepare draft ON, NL, NB, NS and PE financing change statements;	3.40
Jan-21-25	N. Geary	Call with client to discuss sale of vehicles;	0.40
Jan-21-25	T. Konechny	Attend to drafting British Columbia, Alberta, Manitoba and Saskatchewan PPSA partial discharges with respect to sale 018, sale 019 and sale 020;	0.80
Jan-21-25	N. Levine	Call with client regarding agreement; consider BOS issues; confer with client regarding outstanding POAs;	0.60
Jan-22-25	E. Hyderman	Correspondence with N. Levine regarding amendment to definition of Management Property under the Amended Syndicate Collateral Management Order;	0.40
Jan-22-25	M. Clarkson-Maciel	Revise Century services agreement per instructions;	2.50

Date	Name	Description	Hours
		correspondence with team regarding consulting agreement and comments;	
Jan-22-25	N. Geary	Review and comment on revised consulting agreement and sale document;	0.60
Jan-22-25	N. Levine	Work on NOM and order; consider sale issues; discuss same with client and Cassels team; comment on agreement;	2.60
Jan-22-25	T. Li	Review of draft lien discharges and due diligence searches; correspondence with client in respect of impending U.S. and Canadian sales;	0.60
Jan-23-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by dealer;	0.30
Jan-23-25	J. Noel	Request draft PPSA discharges per lease buyout;	0.30
Jan-23-25	M. Clarkson-Maciel	Amend canam agreement; draft century agreement and correspondence with client regarding the same;	1.10
Jan-23-25	H. Dylewski	Receive and review instructions; prepare draft ON, NL, NB, NS and PE financing change statements;	0.50
Jan-23-25	T. Li	Correspondence in respect of lien discharges and review of same;	0.30
Jan-23-25	N. Geary	Calls with N. Levine, M. Clarkson-Maciel; review of revised agreements;	0.70
Jan-23-25	T. Konechny	Attend to drafting Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges with respect to special request 010 (lease buyout);	0.40
Jan-23-25	N. Levine	Revise order and NOA; confer with company counsel; confer with lender counsel; confer with client; address pick up and sale issues; comment on agreement; calls with Cassels team regarding same;	2.60
Jan-24-25	J. Noel	Discussions with T. Li regarding Canam dealer agreement;	0.20
Jan-24-25	E. Hyderman	Review correspondence between N. Levine and client regarding letters to leasees regarding service contracts; preparing for and attending call with N. Levine, client and counsel to the Administrative Agent regarding outstanding SPV issues and proposed amendment to the Syndicate Collateral Management Order; call with N. Levine regarding notice of motion to amend the Amended Syndicate Collateral Management Order; continue drafting same;	2.10
Jan-24-25	M. Clarkson-Maciel	Correspondence regarding service contracts, canam agreement; negotiations on the same; correspondence on dealer collateral registration;	1.60
Jan-24-25	H. Dylewski	Receive and review instructions; prepare draft ON financing statement;	0.20
Jan-24-25	F. Ebadi	Receive and review instructions; attend to security searches; review search results and prepare interim report with respect to same; email correspondence with working group;	1.50

Date	Name	Description	Hours
Jan-24-25	A. Slota	Receive and review instructions; attend to Ontario PPSA due diligence request matters; conduct and obtain search results in respect of same;	0.30
Jan-24-25	N. Geary	Call with client regarding agreement; internal correspondence;	0.40
Jan-24-25	S. Kukulowicz	Telephone attendance with N. Levine regarding amendment to Collateral Management Order;	0.20
Jan-24-25	T. Li	Draft and revise PMSI notice and PPSA registrations in respect of corporate vehicle sales; correspondence with working group regarding same; attending to lien discharges and review of due diligence search results;	2.80
Jan-24-25	N. Levine	Calls with client; calls with company; calls with lenders; comment on materials; prepare for hearing; consider pick up and insurance issues; calls with Cassels team regarding same;	2.90
Jan-25-25	E. Hyderman	Review precedent notices of motion; continue drafting notice of motion to amend the Collateral Management Order; reviewing and revising Amended Collateral Management Order; correspondence with N. Levine regarding same;	2.60
Jan-26-25	E. Hyderman	Correspondence with N. Levine regarding draft Amended Collateral Management Order;	0.20
Jan-26-25	M. Clarkson-Maciel	Correspondence; motion record;	0.20
Jan-26-25	T. Li	Review and revise PMSI notice in respect of corporate vehicle sales; attending to lien discharges and review of due diligence search results;	0.50
Jan-26-25	N. Levine	Revise motion materials; consider outstanding pick up issues and transfer issues;	0.80
Jan-27-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges;	0.20
Jan-27-25	E. Hyderman	Continue to revise draft amended Syndicate Collateral Management Order; attend call with client, S. Kukulowicz, and N. Levine regarding amendment to the Syndicate Collateral Management Order and case strategy moving forward; email correspondence client, S. Kukulowicz, and N. Levine regarding amendments to the collateral management order;	2.90
Jan-27-25	J. Noel	Review PPSA draft discharges regarding lien releases;	0.50
Jan-27-25	F. Ebadi	Receive and review PPSA VIN search results and prepare report with respect to same; email correspondence with working group;	0.70
Jan-27-25	S. Kukulowicz	Teams conference with A&M regarding amendment of CMO and overall direction of the case; review of draft court materials;	0.80
Jan-27-25	T. Li	Attend to collateral release and lien discharge matters; correspond with working group regarding same;	0.80
Jan-27-25	N. Levine	Revise motion materials; call with client; address report	1.70

Date	Name	Description	Hours
		questions;	
Jan-28-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by dealer; review draft PPSA discharges; instruct law clerks to file PPSA discharges;	1.60
Jan-28-25	E. Hyderman	Correspondence with N. Levine regarding revisions to the draft Second Amended Syndicate Collateral Management Order; reviewing correspondence regarding First Report of the Monitor;	0.60
Jan-28-25	M. Clarkson-Maciel	Review amended CMO and notice of motion;	9.00
Jan-28-25	H. Dylewski	Receive and review instructions; prepare draft ON, NL, NB, NS and PE financing change statements;	0.40
Jan-28-25	H. Dylewski	Receive and review instructions; attend to the registration of financing statements relating to Sale 010; receive confirmation and verification statements of same; receive and review Ontario verification statement; correspondence with working group with respect to same;	0.50
Jan-28-25	A. Slota	Receive and review ongoing instructions; attend to additional Ontario, Alberta and British Columbia PPSA VIN searches; obtain copies of corporate documents; review initial search results with respect to same;	0.70
Jan-28-25	S. Kukulowicz	Telephone attendance with N. Levine regarding motion to amend CMO and review of related emails;	0.30
Jan-28-25	T. Konechny	Attend to filing Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges with respect to special request 010 (lease buyout); drafting Alberta, British Columbia, Saskatchewan and Manitoba PPSA partial discharges as to special request 011 (insurance payout);	0.80
Jan-28-25	T. Li	Attend to collateral release and lien discharge matters; correspond with working group regarding same;	0.60
Jan-28-25	N. Levine	Revise order; revise NOM; review report; call with Monitor; calls with client; discuss open issues with lender counsel; consider sale issues for client;	4.50
Jan-29-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerks to order PPSA searches in respect of certain Pride vehicles to be sold by dealer;	0.30
Jan-29-25	E. Hyderman	Review correspondence regarding revisions to Amended Syndicate Collateral Management Order and Notice of Motion; review and revise draft first report of the monitor and draft notice of motion; correspondence with N. Levine and M. Clarkson-Maciel regarding same;	2.70
Jan-29-25	M. Clarkson-Maciel	Revise notice of motion per instructions; amendments to the same following correspondence; meeting with client regarding manager's report to court; amendments and review of manager's report prepared by client;	4.70
Jan-29-25	A. Slota	Attend to ongoing Ontario, Alberta and British Columbia	0.80

Date	Name	Description	Hours
		PPSA VIN searches; obtain copies of corporate documents; review balance of all search results with respect to same; subsequently received new instructions to conduct Ontario and Alberta PPSA VIN searches; obtain and review initial search results, further to same;	
Jan-29-25	S. Kukulowicz	Review of draft First Report of the Manager and related emails; telephone attendance with N. Levine;	1.10
Jan-29-25	C. Potter	Respond to queries regarding PPSA discharges and correspondence regarding the same;	0.30
Jan-29-25	N. Levine	Confer with Monitor's counsel; review materials; confer with Fasken; revise documents; call with Monitor's counsel;	2.80
Jan-30-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches; Review draft PPSA discharges;	1.70
Jan-30-25	J. Noel	Review draft PPSA discharges regarding lien releases;	0.60
Jan-30-25	E. Hyderman	Review served motion record; correspondence with N. Levine and M. Clarkson-Maciel regarding motion record; review correspondence from client regarding draft notice of motion and draft First Report of the Manager; prepare draft affidavit of service; prepare draft service letter; review comments and revisions to the First Report of the Manager; prepare to serving materials; review compiled motion record; serving motion materials via email to the service list; revise and swear affidavit of service regarding service via email; call with N. Levine regarding same;	5.80
Jan-30-25	M. Clarkson-Maciel	Numerous correspondence and conferences regarding reports; notices of motion; draft order; service;	5.00
Jan-30-25	H. Dylewski	Receive comments and revise draft financing statements; prepare draft ON, NL, NB, NS and PE financing change statements;	1.50
Jan-30-25	A. Slota	Attend to ongoing Ontario PPSA VIN searches; obtaining copies of corporate documents; review balance of all search results with respect to same;	0.30
Jan-30-25	T. Konechny	Attend to revising and drafting Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges with respect to sales 017 (A) and 017 (B) (Ryson);	0.80
Jan-30-25	T. Li	Attend to collateral release and lien discharge matters; correspond with working group regarding same	0.60
Jan-30-25	N. Levine	Finalize report; calls with client and Cassels team; confer with Monitor; review motion record of the company; addressing pick up and VIN issues; discuss additional assets with client; supervise service;	5.40
Jan-31-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; Instruct clerk to order PPSA searches in respect of certain Pride vehicles to be sold by dealer;	1.50
Jan-31-25	J. Noel	Discussions with S. Rothery and T. Li regarding lien release requests;	0.40

Date	Name	Description	Hours
Jan-31-25	E. Hyderman	Call with N. Levine regarding factum in support of motion to further amend the Syndicate Collateral Order; reviewing first draft of the factum; correspondence with M. Clarkson-Maciel regarding same; meeting with N. Levine, M. Clarkson-Maciel and J. Jackson regarding the factum; cause materials to be served via courier onto parties without email addresses on the service list; prepare and swear supplemental affidavit of service; review correspondence confirming affidavit was appropriately filed;	2.60
Jan-31-25	M. Clarkson-Maciel	Draft factum regarding motion to amend order; review work on subsequent drafts prepared by E. Hyderman; conference with team regarding next steps; handover;	6.70
Jan-31-25	H. Dylewski	Receive and review instructions; attend to the registration of financing statements; receive confirmation and verification statements of same; receive and review Ontario verification statement; correspondence with working group with respect to same;	0.50
Jan-31-25	J. Jackson	Review and analyze initial monitor report and motion record; team meetings with N. Levine, E. Hyderman and M. Clarkson-Maciel to discuss factum strategy;	5.10
Jan-31-25	A. Slota	Receive and review instructions; attend to Ontario, Alberta and Saskatchewan PPSA VIN searches; obtain copies of corporate documents; review initial search results with respect to same;	0.60
Jan-31-25	A. Slota	Receive and review instructions; attend to Ontario PPSA VIN searches; obtain copies of corporate documents; review initial search results with respect to same;	0.90
Jan-31-25	A. Slota	Receive and review instructions; attend to Ontario and Alberta PPSA VIN searches; obtain copies of corporate documents; review initial search results with respect to same;	0.40
Jan-31-25	A. Slota	Receive and review instructions; attend to Ontario, Saskatchewan and Alberta PPSA VIN searches; obtain copies of corporate documents; review initial search results with respect to same;	0.80
Jan-31-25	A. Slota	Receive and review instructions; attend to Ontario, Alberta, British Columbia and Saskatchewan PPSA VIN searches; obtain copies of corporate documents; review initial search results with respect to same;	1.20
Jan-31-25	T. Konechny	Attend to filing Alberta, British Columbia, Saskatchewan and Manitoba PPSA partial discharges as to special request 011 (insurance payout);	0.40
Jan-31-25	T. Li	Correspondence and calls with client in respect of potential repossession of Quebec and Ontario collateral; internal discussions and correspondence with J. Fleisher regarding same; order initial due diligence searches and coordinate review of same; attending to other collateral release and discharge matters;	1.60

Date	Name	Description	Hours
Jan-31-25	N. Levine	Prepare for hearing; calls with company counsel; calls with lender counsel; review materials; prepare factum; correspondence regarding lien issues;	2.50

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	46.60	700.00	32,620.00
Li Parizeau, Tera	Partner	0.50	875.00	437.50
Solhi, Bobby B.	Partner	1.80	1,000.00	1,800.00
Kukulowicz, Shayne	Partner	12.00	1,650.00	19,800.00
Geary, Nicola	Partner	3.40	975.00	3,315.00
Fleisher, Jonathan	Partner	0.30	1,190.00	357.00
Levine, Natalie	Partner	57.10	1,025.00	58,527.50
Potter, Carla	Partner	1.60	840.00	1,344.00
Rothery, Shae	Associate	22.30	500.00	11,150.00
Hyderman, Eva	Associate	24.60	500.00	12,300.00
Noel, J'Davia	Associate	5.30	525.00	2,782.50
Karlin, Danielle	Associate	2.30	550.00	1,265.00
Jackson, Joshua	Associate	5.10	625.00	3,187.50
Li, Timon	Associate	16.10	550.00	8,855.00
Urquhart, Braek	Associate	3.10	725.00	2,247.50
Im, Anita	Law Clerk / Paralegal	2.80	400.00	1,120.00
Dylewski, Hannah	Law Clerk / Paralegal	11.20	400.00	4,480.00
Ebadi, Fatima	Law Clerk / Paralegal	2.70	425.00	1,147.50
Porter, Danielle	Law Clerk / Paralegal	0.40	385.00	154.00
Slota, Alex	Law Clerk / Paralegal	6.30	450.00	2,835.00
Konechny, Tiffany	Law Clerk / Paralegal	8.00	450.00	3,600.00
Trinh, Julia	Law Clerk / Paralegal	0.30	500.00	150.00
Total (CAD)		**233.80**		**173,475.00**

Our Fees	173,475.00	
HST @ 13.00%	22,551.75	
TOTAL FEES & TAXES (CAD)		**196,026.75**

DISBURSEMENT SUMMARY	
Non-Taxable Disbursements	
Electronic Due Diligence	676.50
BC Online - PPSA Search/Registrations	92.00
PPSA - Registration/Applic./Discharges	264.90
NT Filing Fees	339.00
Driver's License Searches	14.00
Corporate Filings	72.00
Agency Fees and Disbursements	223.69
Total Non-Taxable Disbursements	1,682.09
Taxable Disbursements	
Electronic Due Diligence	1,088.00
PPSA - Registration/Applic./Discharges	1,971.30
Delivery	138.38
Agency Fees and Disbursements	3,504.02
Travel	13.75
Total Taxable Disbursements	6,715.45
HST @ 13.00%	873.01
Total Taxable Disbursements & Taxes	7,588.46

TOTAL DISBURSEMENTS & TAXES (CAD)	**9,270.55**

TOTAL FEES	**173,475.00**
TOTAL DISBURSEMENTS	**8,397.54**
TOTAL TAXES	**23,424.76**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**205,297.30**

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2268594	12/31/24	185,161.11	0.00	185,161.11
2269945	02/12/25	205,297.30	0.00	205,297.30
Total (CAD)		**390,458.41**	**0.00**	**390,458.41**

Cassels

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Invoice No:	2276198
Date:	March 31, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572
Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including February 28, 2025

Our Fees	218,961.50
Less Discount	(21,896.15)
Total Fees	197,065.35
Disbursements	18,693.03
Total Fees and Disbursements	215,758.38
HST @ 13.00%	27,423.52
TOTAL DUE (CAD)	**243,181.90**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2276198
Matter No.:	059366-00005
Amount:	**CAD 243,181.90**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Feb-01-25	J. Jackson	Further review applicable materials filed within these CCAA proceedings to develop factum strategy; internal correspondence with Cassels' team to discuss definition of Management Property issues; research s. 11 and s. 36 caselaw regarding orders of the court to amend prior orders and sell assets; and Draft and Revise Factum for motion returnable February 4, 2025;	9.60
Feb-01-25	M. Clarkson-Maciel	Correspondence regarding factum; review of initial draft;	0.70
Feb-01-25	E. Hyderman	Review correspondence with M. Clarkson-Maciel and J. Jackson regarding draft factum in support of motion to approve the Second Amended Collateral Management Order; reviewing Twentieth Report of the Monitor; reviewing supplemental affidavit of Randall Benson; reviewing draft factum; correspondence with J. Jackson regarding same;	2.10
Feb-01-25	S. Kukulowicz	Review of supplemental affidavit filed by the Pride Group;	0.20
Feb-02-25	J. Jackson	Further research and review of case law under; further analysis of prior Court Orders made in the within proceedings; consider revisions to the factum made by CBB team; and further draft and revise factum for N. Levine's review;	4.70
Feb-02-25	M. Clarkson-Maciel	Correspondence regarding factum for Second Amended Collateral Management Order;	0.50
Feb-02-25	J. Fleisher	Respond to T. Li's e-mail regarding Quebec issues;	0.30
Feb-03-25	J. Noel	Review draft PPSA discharges regarding lien releases;	0.80
Feb-03-25	C. Potter	Matters regarding discharges and related matters; correspondence regarding the same;	0.50
Feb-03-25	J. Trinh	Attending to Ministry of Transportation (Ontario) VIN searches (10) and providing report with respect to same;	0.50
Feb-03-25	T. Li	Review of due diligence searches, draft PPSA financing change statements and attending to lien discharge matters;	1.40
Feb-03-25	J. Jackson	Review and consider N. Levine's proposed revisions to the factum and implement same; analyze prior CCAA court orders and compare same to our proposed Second Amended Collateral Management Order; numerous internal meetings with CBB team to discuss the factum; further draft and revise factum; research legal issues surrounding the Nunc Pro Tunc doctrine and provide update on same to N. Levine; prepare and finalize factum for service and for uploading to CaseLines;	5.30
Feb-03-25	E. Hyderman	Correspondence with E. Mann regarding mode of hearing; call with Monitor's counsel regarding service list; review client correspondence regarding draft factum in support of the Second Amended Collateral Management Order; preparing to serve the Manager's factum to the service list; drafting affidavit of service; review aid memoire of Regions	0.90

Date	Name	Description	Hours
		Bank;	
Feb-03-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; review PPSA searches; instruct clerk to order PPSA searches in respect of certain Pride vehicles to be sold by dealer;	1.00
Feb-03-25	N. Levine	Finalize factum for service; review case law; prepare submissions; consider revisions to order; confer with client regarding sales issues and title issues;	3.50
Feb-03-25	A. Slota	Receiving and reviewing instructions; attending to PPSA VIN searches (conducted in all 9 Canadian common law provinces) in respect of the following: 10 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	3.00
Feb-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN searches in respect of 27 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	2.00
Feb-03-25	J. Fleisher	E-mails to and from Quebec lawyer regarding due diligence;	0.40
Feb-03-25	S. Kukulowicz	Review of draft factum in support of the Second Amended Collateral Management Order; provided comments on draft factum; telephone attendance with N. Levine regarding various issues; review of Aide Memoire from Regions Bank;	1.70
Feb-03-25	M. Clarkson-Maciel	Draft factum regarding motion; comments on the same; inputting comments from client; drafting; supporting team for service; review motion records; considering limitation on liability language for Canam agreement;	6.50
Feb-04-25	J. Noel	Review draft PPSA discharges regarding lien releases;	1.50
Feb-04-25	T. Li	Correspondence and internal discussion in respect of Canam dealer agreement and sale of corporate vehicles; coordinate local counsel due diligence in respect of contemplated repossession of vehicles and correspondence and follow-up queries regarding same; draft and send e-mail report to client in respect of contemplated repossession of vehicles in Ontario and Quebec; attending to other security and lien discharge matters;	3.30
Feb-04-25	H. Dylewski	Receiving and reviewing instructions; attending to the registration of financing statements; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	1.30
Feb-04-25	E. Hyderman	Correspondence with Monitor's counsel regarding service list; review correspondence between N. Levine and Debtors' counsel regarding POAs for uncollected VINs; review correspondence between N. Levine and client regarding same;	0.10
Feb-04-25	S. Rothery	Attend to PPSA matters; update tracking sheet of Pride	1.10

Date	Name	Description	Hours
		vehicle sales and discharges; review PPSA searches; instruct clerk to order PPSA searches in respect of certain Pride vehicles to be sold by dealer;	
Feb-04-25	M. Clarkson-Maciel	Draft amendments to Canam agreement; internal and external correspondence on the same;	4.20
Feb-04-25	N. Geary	Internal correspondence regarding limitation of liability;	0.40
Feb-04-25	T. Konechny	Attend to filing British Columbia, Alberta, Manitoba, and Saskatchewan PPSA partial discharges as to sale 017(A) (Ryson);	0.50
Feb-04-25	S. Kukulowicz	Attended Pride hearing regarding various applicant relief and Manager motion to amend the Second Amended Collateral Management Order; exchanged emails and office conference with N. Levine regarding draft order;	1.40
Feb-04-25	N. Levine	Prepare for and attend court; discussion with Fasken regarding amendments to language; discussion with company counsel regarding same; correspondence with company regarding next hearing issues; address POAs and title issues with company;	2.70
Feb-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN searches in respect of 27 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.70
Feb-04-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN searches in respect of 2 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.40
Feb-04-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN searches in respect of 2 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.40
Feb-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN searches in respect of 9 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.80
Feb-04-25	A. Slota	Attending to ongoing PPSA VIN searches (conducted in all 9 Canadian common law provinces) in respect of the following: 10 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	2.00
Feb-04-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN searches in respect of 2 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.60
Feb-04-25	A. Slota	Attending to ongoing Ontario, Alberta, British Columbia and Saskatchewan PPSA VIN searches in respect of 3 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.50
Feb-05-25	N. Geary	Call with M. Clarkson-Maciel regarding dealer agreement; review and comment on same;	0.60
Feb-05-25	J. Noel	Review draft PPSA discharges regarding lien releases; attend	2.00

Date	Name	Description	Hours
		to delivery of PMSI notices regarding Canam dealer agreement;	
Feb-05-25	T. Li	Discussion with working group in respect of incorrect VINs on PPSA registrations and implications (if any) on validity of security interest; review of caselaw and statutory research; review of executed Canam dealer agreement and finalize PMSI notice and PPSA registration; coordinate Canam filings and bring-down due diligence; review of searches; attending to other security and lien discharge matters;	4.90
Feb-05-25	H. Dylewski	Receiving comments and revising draft financing statements; preparing draft ON, NL, NB, NS and PE financing change statements; attending to the registration of financing statement; receiving confirmation of same; attending to post-registration search; receiving results of same; receiving and reviewing verification statement; correspondence with working group with respect to same;	1.70
Feb-05-25	M. Clarkson-Maciel	Canam agreement discussion and execution; consideration of release of corporate liens on vehicles;	3.80
Feb-05-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches; instruct law clerks to prepare draft PPSA discharges in respect of certain Pride vehicles to be sold by dealer; discussion with T. Li and J. Noel regarding CANAM-APPRAIZ INC. consignment agreement;	2.90
Feb-05-25	T. Konechny	Attend to revising draft Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges as to sale 017 (Ryson); drafting Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges as to sale 023 (Ryson);	0.80
Feb-05-25	S. Kukulowicz	Review of emails regarding interim distributions; office conference with N. Levine; teams conference with A&M regarding distributions;	1.10
Feb-05-25	N. Levine	Address additional agreement; work on outstanding VIN issues; consider case law research; discuss registration issues with Cassels team and client; discuss distribution issues with team and client;	2.50
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches with respect to same;	0.20
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining copies of corporate documents; reviewing search results with respect to same;	0.60
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining copies of corporate documents; reviewing search results with respect to same;	0.30

Date	Name	Description	Hours
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Saskatchewan PPSA VIN due diligence request matters in respect of 2 vehicles; obtaining copies of corporate documents; reviewing search results with respect to same;	1.00
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence request matters in respect of 3 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	0.30
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining copies of corporate documents; reviewing search results with respect to same;	0.50
Feb-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining copies of corporate documents; reviewing search results with respect to same;	0.30
Feb-06-25	J. Noel	Call with T. Li and S. Rothery regarding lien releases and Canam dealer agreement;	0.60
Feb-06-25	T. Li	Correspondence with working group and search clerks in respect of incorrect VIN analysis and prepare initial draft of same; correspondence with client regarding various motor vehicle sales from certain dealers and required revisions to draft discharges initially prepared; review of lien discharges in respect of various sales; reconcile client and internal accounting of vehicle sales to date and timing of each; reporting to client regarding Canam PPSA and PMSI matters; attending to other security and due diligence matters;	5.60
Feb-06-25	M. Clarkson-Maciel	Address Canam PMSI matters;	1.00
Feb-06-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches; review draft PPSA discharges; instruct law clerk to order PPSA searches;	2.00
Feb-06-25	J. Fleisher	E-mail regarding Quebec repossession;	0.20
Feb-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicles; obtaining and reviewing search results with respect to same;	0.20
Feb-06-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence request matters in respect of 18 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	1.80
Feb-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 3 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.30
Feb-06-25	S. Kukulowicz	Review of various orders regarding authority of Manager to make distributions to the Syndicate; review of First	1.40

Date	Name	Description	Hours
		Supplement to the Monitor's 21st Report regarding interim distributions; review of Court endorsement;	
Feb-06-25	N. Levine	Correspondence regarding PSMI registrations and next steps;	0.20
Feb-07-25	J. Noel	Discussions with S. Rothery and T. Li regarding lien releases and Canam dealer agreement; review PPSA search results regarding lien releases; review draft discharges regarding lien releases;	3.50
Feb-07-25	T. Li	Review of lien discharges and due diligence searches; correspondence regarding analysis of incorrect VIN claims;	0.60
Feb-07-25	H. Dylewski	Receiving comments and revising draft financing statements; preparing draft ON, NL, NB, NS and PE financing change statements; attending to the registration of financing statements relating to Sale 017(B) and 023; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	3.80
Feb-07-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches; review draft PPSA discharges; instruct law clerk to order PPSA searches; instruct law clerk to prepare draft PPSA discharges;	3.40
Feb-07-25	A. Slota	Attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-07-25	A. Slota	Attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-07-25	A. Slota	Attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-07-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 18 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	1.80
Feb-07-25	A. Slota	Attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-07-25	T. Konechny	Attend to revising draft Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges as to sale 017 (Ryson); drafting Alberta, British Columbia, Manitoba and Saskatchewan PPSA partial discharges as to sale 032 (Metro); filing partial discharges in respect of sale 017 (B) and 023;	2.20
Feb-07-25	A. Slota	Attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-07-25	S. Kukulowicz	Consider operation of various orders and obligations to	0.80

Date	Name	Description	Hours
		report; further review of Supplement to Twenty-First Report;	
Feb-09-25	J. Noel	Review draft PPSA discharges regarding lien releases;	1.30
Feb-09-25	N. Levine	Review Monitor's report;	0.50
Feb-10-25	J. Noel	Review draft PPSA discharges;	0.60
Feb-10-25	T. Li	Correspondence regarding Metro sales and expect timing of same; draft solicitor's undertaking in respect of Metro lien discharges and correspondence with working group regarding same; finalize and send execution copy to N. Levine; attending to other lien discharge and due diligence matters;	1.90
Feb-10-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches; review draft PPSA discharges;	2.20
Feb-10-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-10-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-10-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-10-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-10-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-10-25	J. Fleisher	Review of undertaking;	0.40
Feb-10-25	S. Kukulowicz	Telephone attendance with N. Levine regarding distribution issues; review of motion record of Pride Entities regarding various relief;	0.90
Feb-10-25	N. Levine	Call with client regarding distributions; review additional documents; call with Cassels team; prepare additional documents; correspondence regarding same;	1.20
Feb-11-25	J. Noel	Review draft PPSA discharges; review PPSA search results regarding lien releases; discussions with S. Rothery and T. Li regarding lien releases;	1.70
Feb-11-25	C. Potter	Matters regarding discharges and undertaking; review correspondence regarding the same;	0.40
Feb-11-25	T. Li	Review and revise undertaking to discharge; review of Second Amended Collateral Management Order; revise omnibus direction to discharge; review of various third-party PPSA registrations in relation to previous Ryson and Vision sales and consider implications of same; working group discussion regarding treatment of RSLA liens and	3.10

Date	Name	Description	Hours
		third-party financing statements; review and revise lien release protocol;	
Feb-11-25	H. Dylewski	Receiving and reviewing instructions; attending to the registration of financing statements; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.60
Feb-11-25	H. Dylewski	Receiving comments and revising draft financing statements; preparing draft ON, NL, NB, NS and PE financing change statements;	0.50
Feb-11-25	M. Clarkson-Maciel	Correspondence regarding undertaking, order schedule;	0.60
Feb-11-25	E. Hyderman	Call with N. Levine to discuss preparation and strategy for February 19 motion hearing; reviewing motion record of the Applicants; reviewing the Twenty First Report and Supplement to the Twenty-First Report of the Monitor; reviewing Revised Governance Protocol to verify if the debtors are to disburse Lease Collections to the Syndicate pursuant to the order; correspondence with N. Levine and S. Kukulowicz regarding same;	2.60
Feb-11-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches; review draft PPSA discharges; instruct clerks to prepare draft PPSA discharges;	6.70
Feb-11-25	N. Levine	Correspondence regarding undertaking; revise same; consider order issues; consider pick up issues; discussion regarding upcoming hearing with lender counsel; correspondence with company counsel regarding recognition; call with E. Hyderman regarding hearing; call with S. Kukulowicz regarding orders;	2.30
Feb-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.30
Feb-11-25	T. Konechny	Attend to filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges as to sale 020 (velocity); drafting BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges as to sale 024 (Brandt);	0.60
Feb-11-25	S. Kukulowicz	Office conference with N. Levine regarding various distribution and other issues; review of draft undertaking to release liens and provided comments; call with E. Hyderman;	1.30
Feb-12-25	J. Noel	Review draft PPSA discharges; review PPSA searches regarding lien releases; discussions with T. Li and S. Rothery regarding lien releases;	2.00
Feb-12-25	E. Curtis	Reviewing instructions and materials provided by memo and omnibus direction;	0.50
Feb-12-25	T. Li	Review and revise lien release protocol; working group correspondence regarding ongoing due diligence and search matters; review, revise and finalize draft reporting and	5.80

Date	Name	Description	Hours
		analysis in respect of incorrect VIN claims and send same to N. Levine for further review; review and revise draft reporting in respect of potential repossession of certain Ontario and Quebec vehicles and review of local counsel due diligence and advice regarding same; review of draft PPSA discharges and attending to other security and lien release matters;	
Feb-12-25	C. Potter	Matters regarding PPSA discharges and related items; correspondence regarding the same;	0.30
Feb-12-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct law clerk to order PPSA searches; prepare memorandum regarding lien release procedure in preparation for onboarding E. Curtis;	5.00
Feb-12-25	H. Dylewski	Receiving comments and revising draft financing statements relating to Sale 017; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sales 021, 022(A) and 022(B); attending to the registration of financing statements relating to Sale 017(C) and Sale 024; receiving confirmations and verifications of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	5.00
Feb-12-25	M. Clarkson-Maciel	Correspondence on undertakings; review motion materials and monitor reports;	1.20
Feb-12-25	E. Hyderman	Discussion with N. Levine regarding previous analysis of the Revised Governance Protocol; correspondence with N. Levine and S. Kukulowicz regarding same; review Benson affidavit; Review the Twenty Second report of the Monitor;	1.60
Feb-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining search results in respect of same;	0.10
Feb-12-25	T. Konechny	Attend to drafting BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges as to sale 021 (Brandt), sale 022 (A) (Metro); sale 022 (B) (Metro), sale 033 (Metro), sale 043 (Brandt); attend to filing discharges as to sale 017 (C) and 024;	4.00
Feb-12-25	S. Kukulowicz	Review of issues under the Governance Protocol; telephone attendance with N. Levine regarding various issues;	0.60
Feb-12-25	N. Levine	Work on incorrect VIN issues; review payment issues; correspondence regarding discharge timing and next steps;	1.30
Feb-13-25	T. Li	Review and revise lien release protocol; working group correspondence regarding ongoing due diligence and search matters; review, revise reporting and analysis in respect of incorrect VIN claims and incorporate additional comments and due diligence results received; review of draft PPSA discharges and attending to other security and lien release matters;	5.00
Feb-13-25	J. Noel	Review draft PPSA discharges regarding lien releases;	1.30

Date	Name	Description	Hours
		discussions with S. Rothery and T. Li regarding lien releases;	
Feb-13-25	E. Curtis	Reviewing memorandum and the Omnibus Direction; reviewing collateral management order;	1.50
Feb-13-25	J. Trinh	Attending to Ministry of Transport searches in respect of 9 VINs;	0.50
Feb-13-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review draft PPSA discharges; revise memorandum regarding lien release procedure; save PMSI notice delivery confirmation from Canada Post to file; instruct clerk to order PPSA searches; correspondence with client regarding third-party liens on Pride vehicles;	5.30
Feb-13-25	H. Dylewski	Receiving and reviewing instructions; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sales 033 and 043; attending to the registration of financing statements relating to Sale 021; receiving confirmation and verification statements; correspondence with working group with respect to same;	3.30
Feb-13-25	J. Jackson	Receive and review updated section E on caselines (manager / court appointed office documents) to monitor status of proceeding; and review confidentiality screen memorandum;	0.30
Feb-13-25	M. Clarkson-Maciel	Consider amendments to schedule B to order for discharge purposes;	0.30
Feb-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; conducting searches in respect of same;	0.60
Feb-13-25	T. Konechny	Attend to filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges as to sale 021 (Brandt);	0.30
Feb-13-25	N. Levine	Calls with client regarding diligence; confer with Cassels team regarding searches; work on pick up issues;	0.90
Feb-13-25	S. Kukulowicz	Exchanged emails regarding RBC/HSBC issue; review of further emails regarding interim distribution to the Agent;	0.70
Feb-14-25	J. Noel	Review draft PPSA discharges regarding lien releases; review PPSA search results regarding lien releases; discussions with S. Rothery, T. Li and E. Curtis regarding lien release protocol;	2.40
Feb-14-25	E. Curtis	Internal meeting to discuss division of outstanding PPSA reviews and Schedules requiring discharge; initial meeting to discuss instructions; PPSA review of Schedule 25 (velocity); ordering draft PPSA discharge regarding Schedule 25 (velocity);	4.90
Feb-14-25	C. Potter	Matters regarding discharges and correspondence regarding the same;	0.30
Feb-14-25	J. Trinh	Attending to Ministry of Transport search in respect of VIN;	0.20
Feb-14-25	T. Li	Working group discussion in respect of lien release protocol	4.80

Date	Name	Description	Hours
		and status of current due diligence for open sale matters; review of PPSA registrations and draft discharges; call with client in respect of analysis pertaining to incorrect VINs; review and revise summary accordingly; coordinate supplemental due diligence searches in respect of additional incorrect VINs allocated to certain dealers and begin review of same; attending to other lien release and security matters;	
Feb-14-25	M. Clarkson-Maciel	Consider monitor documentation in preparation to hearing on 19 February;	0.70
Feb-14-25	E. Hyderman	Review correspondence from counsel to the RBC Bilat, counsel to the Monitor, and the Manager regarding PGL distribution to the manager;	0.10
Feb-14-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; order and review PPSA searches; order and review draft PPSA discharges; correspondence with client regarding lien discharges; instruct E. Curtis on lien release procedure;	4.00
Feb-14-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining and reviewing balance of all search results in respect of same;	0.30
Feb-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; conducting, obtaining and reviewing initial search results, further to same;	0.30
Feb-14-25	T. Konechny	Attend to filing PPSA partial discharges for sale 043 (Brandt); attend to drafting PPSA partial discharges and discharges for sale 046 (Brandt), sale 031 (Velocity); special request 013, sale 027 (Velocity); sale 025 (Velocity);	3.50
Feb-14-25	N. Levine	Call with client regarding disputed VIN research; confer with client regarding hearing; review materials; correspondence regarding MCVs	1.10
Feb-14-25	S. Kukulowicz	Review of further emails regarding interim distribution;	0.30
Feb-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence request matters in respect of 1 vehicle; conducting, obtaining and reviewing initial search results, further to same;	0.30
Feb-16-25	E. Curtis	Updating internal tracker in regard to outstanding discharges in regards to date of discharge;	0.50
Feb-16-25	S. Kukulowicz	Review of factum of the Applicants;	0.40
Feb-17-25	E. Curtis	Reviewing schedule 25 (velocity) discharges;	1.10
Feb-17-25	E. Hyderman	Review applicants factum and proposed PGL Distributions Order in connection with the February 19, 2025 motion;	0.40
Feb-17-25	S. Kukulowicz	Review of court materials;	0.60
Feb-18-25	J. Noel	Discuss lien releases and dealer sales with S. Rothery, T. Li, and E. Curtis;	0.50

Date	Name	Description	Hours
Feb-18-25	E. Curtis	Reviewing draft discharges for Sale 025; reviewing bring-down searches in regards to Sale 025; updating the current sale notice summary;	1.60
Feb-18-25	N. Levine	Review motion materials in preparation for court; call with client regarding next steps; correspondence regarding pick ups; address discharge issues;	1.40
Feb-18-25	T. Li	Correspondence with working group in respect of ongoing lien discharges and open due diligence searches; review of draft lien discharges and due diligence searches in respect of certain vehicles; revise lien release protocol in respect of bring-down due diligence searches and consider implications of incoming financier's liens; review of vesting and collateral management orders regarding same; attending to other lien release and security matters;	3.20
Feb-18-25	E. Hyderman	Review Applicants revised Deferred Payments and Ancillary Relief Order; review factum of the Administrative Agent;	0.60
Feb-18-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges; discussion with client regarding third-party liens on certain Pride vehicles sold by dealer;	4.60
Feb-18-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; conducting, obtaining and reviewing search results, in respect of same;	0.90
Feb-18-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request in respect of 16 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	1.60
Feb-18-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining balance of all search results, in respect of same;	0.30
Feb-18-25	T. Konechny	Attend to filing discharges and partial discharges with respect to sale 032 (Metro); conduct post ON VIN PPSA searches;	1.50
Feb-18-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; conducting, obtaining and reviewing search results, in respect of same;	0.90
Feb-18-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence request matters in respect of 1 vehicle; conducting, obtaining and reviewing search results, in respect of same;	0.60
Feb-18-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence request matters in respect of 1 vehicle; obtaining balance of all search results, in respect of same;	0.30
Feb-18-25	S. Kukulowicz	Review of updated order from counsel for the Applicants; review of responding court materials from the Agent for the	1.60

Date	Name	Description	Hours
		Syndicate, Daimler, PACCAR Financial and RBC Bilat;	
Feb-19-25	J. Noel	Discussions with S. Rothery, T. Li and E. Curtis regarding lien releases;	0.30
Feb-19-25	E. Curtis	Review of PPSA discharges and bringdown searches regarding Sale 046; reviewing PPSA discharges and bringdown searches regarding Sale 027; reviewing PPSA discharges and bringdown searches regarding Sale 031;	3.70
Feb-19-25	J. Trinh	Receiving and reviewing PPSA verification statement (Sale 043);	0.10
Feb-19-25	T. Li	Correspondence with client in respect of certain lien release requests and results of bring-down due diligence; call with client in respect of potential incoming financier's liens and potential treatment of same; draft and revise lien summary in respect of additional VIN-specific due diligence requests; correspondence with clerks regarding updated search parameters and process; review of lien discharges and due diligence searches against additional vehicles; review of vesting order; attending to other lien release and security matters;	3.30
Feb-19-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges;	3.10
Feb-19-25	T. Konechny	Attend to matters relating to sale 032 discharges; revision of draft partial discharges as to sales 009 and 019; filing partial discharges and discharges as to sale 046;	2.00
Feb-19-25	J. Fleisher	Discussion with T. Li regarding Northpoint discharges;	0.40
Feb-19-25	S. Kukulowicz	Office conference with N. Levine; review of the Second Supplement to the 21st Report; review of Mitsubishi motion record to lift the stay; review of proposed "Deferred Payments and Ancillary Relief Order"; attended hearing; office conference with N. Levine;	2.40
Feb-19-25	N. Levine	Monitor hearing; prepare for same; discussions with client regarding submissions and potential implications for CM matters; discuss same with S. Kukulowicz;	3.30
Feb-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 6 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	0.50
Feb-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-19-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 16 vehicles; obtaining copies of corporate documents; reviewing balance of all search results and preparing summary report with respect to same;	1.00
Feb-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 8 vehicles; obtaining copies of corporate documents;	0.70

Date	Name	Description	Hours
		reviewing initial search results with respect to same;	
Feb-20-25	J. Noel	Review draft PPSA discharges regarding lien releases; discussions with T. Li, S. Rothery and E. Curtis regarding lien releases;	1.50
Feb-20-25	J. Trinh	Attending to MTO VIN searches and providing report with respect to same;	0.60
Feb-20-25	T. Li	Review of due diligence searches in respect of certain VINs and update summary of same; coordinate additional lien releases and review of draft discharges; draft and report to client in respect of title matters; correspondence with clerks in respect of deficient search results and remediation of same; review of vesting order and discussion with working group regarding treatment of incoming financier's liens moving forward; correspondence with client regarding other sale and security matters;	3.80
Feb-20-25	E. Curtis	Pulling additional contact information in connection with BR0003; pull MTO searches in regards to Special Request 014; reviewing PPSA discharges sale 031; reviewing PPSA discharges for sale 027;	3.50
Feb-20-25	N. Levine	Call with client; correspondence regarding discharges; comment on email agreement; address pick up issues	0.70
Feb-20-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges;	1.70
Feb-20-25	T. Konechny	Attend to filing PPSA discharges and partial discharges in respect of sale 025, sale 027, special request 013; sale 031;	1.50
Feb-20-25	S. Kukulowicz	Review of emails regarding VIN removal issues;	0.20
Feb-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 8 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.90
Feb-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 6 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.70
Feb-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; obtaining search results further thereto;	0.20
Feb-21-25	J. Noel	Review draft PPSA discharges regarding lien releases; discussions with T. Li, S. Rothery and E. Curtis regarding lien releases;	1.80
Feb-21-25	T. Li	Calls with client in respect of lien discharge protocol and upcoming sales; discussions with working group in respect of Ministry discharge timelines and open lien discharge requests / sales; review and revise lien discharge protocol and review of draft lien discharges; review of additional MTO searches in respect of certain motor vehicle collateral and summarize same; attending to other lien discharge and	2.10

Date	Name	Description	Hours
		security matters;	
Feb-21-25	E. Curtis	Review draft discharges regarding PPSA Sale 019; reviewing draft discharges regarding PPSA sale 017(D);	3.10
Feb-21-25	H. Dylewski	Receiving and reviewing instructions; attending to the registration of financing statements relating to Sale 019 and 017(D); receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	1.70
Feb-21-25	E. Hyderman	Review Cooperation Agreement regarding Corporate Vehicles;	0.20
Feb-21-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges;	0.70
Feb-21-25	T. Konechny	Attend to filing Alberta, BC, Saskatchewan and Manitoba PPSA partial discharges as to sale 019 and sale 017(D);	0.80
Feb-21-25	S. Kukulowicz	Review of update regarding personal use vehicles;	0.20
Feb-21-25	N. Levine	Call with client regarding pick ups; consider corporate car issues; assist with lien resolutions;	0.30
Feb-21-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 4 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	0.80
Feb-22-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges;	0.50
Feb-24-25	J. Noel	Discussions with T. Li, S. Rothery and E. Curtis regarding lien releases; correspond with A&M regarding third-party liens;	1.00
Feb-24-25	C. Potter	Matters regarding discharges and status items; correspondence regarding the same; matters regarding Pillar discharge and correspondence regarding the same;	1.20
Feb-24-25	T. Li	Calls with working group in respect of open due diligence and sale requests; review of due diligence search results in respect of certain vehicles; review of draft reporting in respect of certain third-party liens; discussion regarding lien release protocol with C. Potter; review of Quebec and repossession documents received to date and correspondence with client regarding same; attending to other lien release and security matters;	2.00
Feb-24-25	E. Curtis	Reviewing draft discharges for Sale 022(A); reviewing draft discharges for Sale 022(B);	4.80
Feb-24-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges; correspondence with client regarding lien discharges;	1.30
Feb-24-25	N. Levine	Confer with client regarding liens; confer with Cassels team	0.70

Date	Name	Description	Hours
		regarding same; address ITC issues;	
Feb-24-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 4 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.80
Feb-25-25	J. Noel	Discussions with T. Li, S. Rothery and E. Curtis regarding lien releases; review potential sale notices;	0.50
Feb-25-25	T. Li	Correspondence with client in respect of additional due diligence requests and coordination of same with E. Curtis; review of due diligence search results; review and revise draft reporting to client in respect of repossession due diligence received to date; coordinating other lien search and PPSA matters;	1.20
Feb-25-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges;	1.70
Feb-25-25	E. Curtis	Reviewing draft discharges in connection with Metro Sale 033; reviewing draft discharges for Sale 022(B); reviewing draft discharges in connection with Metro Sale 022(A);	3.50
Feb-25-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; conducting searches in respect of same;	0.10
Feb-25-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 8 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	0.80
Feb-25-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 4 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	0.40
Feb-25-25	S. Kukulowicz	Telephone attendance with N. Levine regarding status;	0.20
Feb-26-25	J. Noel	Discussions with T. Li regarding lien releases;	0.20
Feb-26-25	T. Li	Review and index additional documents for purposes of discharge and correspondence with working group regarding same; consider implications of same and discussion with S. Rothery regarding lien discharge protocol; review of additional due diligence searches received in respect of ongoing sales and reporting on same;	3.00
Feb-26-25	E. Curtis	Review PPSA searches for potential sale notices in regards to Sale 026, 28, 29, 30 and 34;	4.20
Feb-26-25	H. Dylewski	Receiving and reviewing instructions; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sale 022(B), Sales 026 and 028;	1.00
Feb-26-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges;	0.70
Feb-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search	0.80

Date	Name	Description	Hours
		request matters in respect of 8 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	
Feb-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 3 vehicles; obtaining copies of corporate documents; reviewing initial search results with respect to same;	0.40
Feb-26-25	T. Konechny	Attend to drafting BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges for sale 022 (B), sale 026, sale 028, and sale 029;	1.50
Feb-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 4 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.40
Feb-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-26-25	N. Levine	Correspondence regarding titling issues; prepare for call regarding same; confer with lender counsel;	0.50
Feb-27-25	J. Noel	Discussions with T. Li, S. Rothery and E. Curtis regarding lien releases; review potential sale notices; draft email regarding third-party liens;	1.80
Feb-27-25	C. Potter	Matters regarding PPSA discharges and correspondence regarding the same; call with A&M regarding discharge of registration; review of email with respect to the same;	1.20
Feb-27-25	T. Li	Discussions with working group and client in respect of incoming financiers' liens and response to Northpoint correspondence; draft same and incorporate additional comments received from N. Levine and C. Potter; call with client and counsel to other creditor group in respect of titling, leasing and due diligence matters; review of updated court orders in respect of lien discharge matters, the effect of the vesting order (and any exceptions thereto) and broad scope of authority afforded to Manager in respect of discharging liens upon the sales of Pride assets; discussions with J. Noel and S. Rothery in respect of lien discharge protocol and proposed treatment of liens of incoming financiers; review of certain lien discharges to date; attending to other security and due diligence matters;	4.30
Feb-27-25	H. Dylewski	Receiving and reviewing instructions; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sale 029 and 040;	0.90
Feb-27-25	E. Curtis	Reviewing Sale 040; reviewing special request 015; reviewing sale 029(A); reviewing potential sale notices 056	4.00

Date	Name	Description	Hours
		and 057;	
Feb-27-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft PPSA discharges; instruct law clerks to order PPSA searches; correspondence with client regarding PPSA registrations in respect of incoming financiers; correspondence with client regarding liens to be discharged;	4.60
Feb-27-25	T. Konechny	Attend to drafting BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges for sale 040;	0.40
Feb-27-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 3 vehicles; obtaining copies of corporate documents; reviewing balance of all search results with respect to same;	0.40
Feb-27-25	N. Levine	Address lien release issues; calls with client regarding wind up plan; follow up on Order issues; mark up agreement; call with other lenders regarding title issues;	1.70
Feb-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-27-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-28-25	J. Noel	Discussions with T. Li, S. Rothery and E. Curtis regarding lien releases;	0.20
Feb-28-25	T. Li	Review and revise draft correspondence to incoming financier in respect of lien discharge mechanisms and correspondence with working group regarding same; attending to lien discharge matters;	0.50
Feb-28-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches and draft PPSA discharges;	1.20
Feb-28-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 040; receiving confirmations and verification statements; receiving and reviewing verification statements; receiving comments and revising drafts relating to Sale 029(A) and (B);	0.90
Feb-28-25	M. Clarkson-Maciel	Consider endorsement and signed order; review applicants' motion documents;	0.40
Feb-28-25	E. Curtis	Reviewing potential sale notice 058; reviewing draft discharges for sale 029(A); reviewing updated Omnibus certificate; reviewing potential sale notice 057;	2.20
Feb-28-25	E. Hyderman	Reviewing February 28 Endorsement;	0.30
Feb-28-25	A. Slota	Attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 vehicle; conducting, obtaining and reviewing initial search results in respect of same;	0.60

Date	Name	Description	Hours
Feb-28-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 8 vehicles; conducting, obtaining and reviewing search results in respect of same;	1.60
Feb-28-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; conducting searches in respect of same;	0.20
Feb-28-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 vehicle; obtaining and reviewing search results in respect of same;	0.20
Feb-28-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 2 vehicles; conducting, obtaining and reviewing search results in respect of same;	0.40
Feb-28-25	T. Konechny	Attend to filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges as to sale 040; revising drafts for sale 029 (A) and (B);	0.50
Feb-28-25	S. Kukulowicz	Review of Court endorsement regarding DIP terms and approval of Monitor conduct; telephone attendance with N. Levine;	0.60
Feb-28-25	N. Levine	Comment on email; review decision; correspond with client regarding lien issues;	0.50

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	19.90	700.00	13,930.00
Geary, Nicola	Partner	1.00	975.00	975.00
Levine, Natalie	Partner	25.30	1,025.00	25,932.50
Potter, Carla	Partner	3.90	840.00	3,276.00
Fleisher, Jonathan	Partner	1.70	1,190.00	2,023.00
Kukulowicz, Shayne	Partner	16.60	1,650.00	27,390.00
Noel, J'Davia	Associate	25.50	525.00	13,387.50
Li, Timon	Associate	59.80	550.00	32,890.00
Curtis, Erin	Associate	39.10	500.00	19,550.00
Rothery, Shae	Associate	53.70	500.00	26,850.00
Jackson, Joshua	Associate	19.90	625.00	12,437.50
Hyderman, Eva	Associate	8.90	500.00	4,450.00
Trinh, Julia	Law Clerk / Paralegal	1.90	500.00	950.00
Dylewski, Hannah	Law Clerk / Paralegal	20.70	400.00	8,280.00
Slota, Alex	Law Clerk / Paralegal	39.10	450.00	17,595.00
Konechny, Tiffany	Law Clerk / Paralegal	20.10	450.00	9,045.00
TOTAL (CAD)		**357.10**		**218,961.50**

Our Fees	218,961.50	
Less Discount	(21,896.15)	
Total Fees	197,065.35	
HST @ 13.00%	25,618.49	
TOTAL FEES & TAXES (CAD)		**222,683.84**

DISBURSEMENT SUMMARY		
Non-Taxable Disbursements		
Driver's License Searches	417.00	
Electronic Due Diligence	2,437.50	
PPSA - Registration/Applic./Discharges	1,457.20	
Govt of Alberta Pers Prop Regi	3.00	
BC Online - PPSA Search/Registrations	241.50	
Corporate Filings	252.00	
Total Non-Taxable Disbursements	4,808.20	
Taxable Disbursements		
Electronic Due Diligence	4,230.00	
PPSA - Registration/Applic./Discharges	7,515.20	
Delivery	50.63	
Agency Fees and Disbursements	2,089.00	
Total Taxable Disbursements	13,884.83	
HST @ 13.00%	1,805.03	
Total Taxable Disbursements & Taxes	15,689.86	
TOTAL DISBURSEMENTS & TAXES (CAD)		**20,498.06**

TOTAL FEES	**197,065.35**
TOTAL DISBURSEMENTS	**18,693.03**
TOTAL TAXES	**27,423.52**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**243,181.90**

Cassels

Invoice No:	2282532
Date:	May 26, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer: Kukulowicz, Shayne
Tel.: (416) 860-6463
E-mail: SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including March 31, 2025

Our Fees	197,951.50
Less Discount	(19,795.15)
Total Fees	178,156.35
Disbursements	34,214.50
Total Fees and Disbursements	212,370.85
HST @ 13.00%	26,354.53
TOTAL DUE (CAD)	**238,725.38**

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REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

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Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:
Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2282532
Matter No.: 059366-00005
Amount: **CAD 238,725.38**

e-Transfer Payments: payments@cassels.com
Credit Card Payments: payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Mar-03-25	T. Li	Review of various amended orders and consider implications of same in respect of lien discharge protocol and reporting obligations to client; discussions with working group in respect of same; review of ongoing lien discharge due diligence;	1.70
Mar-03-25	C. Potter	Matters regarding discharges and related matters; correspondence regarding the same;	0.50
Mar-03-25	N. Levine	Respond to inquiries regarding lien claim process; comment on agreement; correspondence with US counsel; review DIP issues;	0.90
Mar-03-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; instruct clerk to prepare revised draft PPSA discharges; review PPSA searches and draft PPSA discharges; correspondence with client regarding liens filed by potential incoming financiers of Pride vehicles to be sold; correspondence with client regarding discharged liens; correspondence with client regarding potential sale of Pride vehicles;	3.00
Mar-03-25	H. Dylewski	Receiving comments and revising draft financing statements relating to Sale 018; attending to the registration of financing statements relating to Sale 029(A); receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sale 037;	1.20
Mar-03-25	E. Curtis	Updating tracker if new sale and potential sale notices; reviewing draft discharges for Sale 029(a); reviewing bringdown searches for Sale 029(a); Reviewing Sale 009 draft discharges; corresponding verification statements for sale 040; reviewing PPSA searches and ordering draft discharges in regards to Sale 037; reviewing PPSA searches and ordering draft discharges in regards to Sale 038: reviewing draft discharges in regards to Sale 037;	3.60
Mar-03-25	J. Noel	Discussions with T. Li, S. Rothery and E. Curtis regarding lien releases; review potential sale notices;	0.40
Mar-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	0.20
Mar-03-25	A. Slota	Attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting searches results in respect of same;	0.30
Mar-03-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches results in respect of same;	0.20
Mar-03-25	T. Konechny	Attend to revision of draft partial discharges with respect to	1.50

Date	Name	Description	Hours
		sale 018; filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges as to sale 029(A); drafting Alberta, BC, Manitoba and Saskatchewan partial discharges as to sale 037; drafting partial discharges as to sale 038;	
Mar-03-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches results in respect of same;	0.20
Mar-03-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting searches results in respect of same;	0.30
Mar-03-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results in respect of same;	0.30
Mar-03-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches results in respect of same;	0.20
Mar-03-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches results in respect of same;	0.20
Mar-04-25	T. Li	Review of sale notices and due diligence materials in respect of ongoing vehicle sales; review of various revised orders; correspondence with working group regarding same;	1.50
Mar-04-25	N. Levine	Comment on agreement; call with client; correspond with lenders and consider open issues; correspondence regarding lien issues; discuss titling issues with client and company;	1.10
Mar-04-25	C. Potter	Attending to matters regarding PPSA discharge requests and review of correspondence regarding the same;	0.30
Mar-04-25	M. Clarkson-Maciel	Drafting amendments to Pilkinton consulting agreement following comments from local counsel;	0.40
Mar-04-25	E. Curtis	Reviewing sale discharges for Sale 037; reviewing sale discharges for sale 038; reviewing bringdown searches for 009, 037 and 038;	2.30
Mar-04-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches and draft PPSA discharges; correspondence with client regarding potential sale of certain Pride vehicles; discussion with B. Wei regarding potential sale of certain Pride vehicles;	1.80
Mar-04-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	0.30
Mar-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	0.20
Mar-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search	0.20

Date	Name	Description	Hours
		request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	
Mar-04-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of four VINs; conducting searches in respect of same;	0.80
Mar-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing all search results in respect of same;	0.20
Mar-04-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	0.30
Mar-04-25	A. Slota	Attending to Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing search results in respect of same;	0.80
Mar-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	0.20
Mar-05-25	C. Potter	Matters regarding discharges and related items; review correspondence regarding VIN discharges;	0.50
Mar-05-25	N. Levine	Call with lenders' counsel; consider titling issues; draft email to company counsel regarding same; call with client regarding outstanding documents; respond to client questions regarding same;	0.70
Mar-05-25	H. Dylewski	Receiving comments and revising draft financing statements relating to Sale 018;	0.70
Mar-05-25	M. Clarkson-Maciel	Analysis regarding [redacted]r; conference with N. Levine;	0.60
Mar-05-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer;	1.00
Mar-05-25	E. Curtis	Ordering searches for sale 064, 065, 066,065,067, 068;	1.70
Mar-05-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches in respect of same;	0.20
Mar-05-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of four VINs; obtaining and reviewing all search results, pursuant to same;	0.40
Mar-05-25	A. Slota	Attending to Ontario, British Columbia, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of twelve VINs; conducting searches in respect of same; obtaining and reviewing initial search results;	2.00
Mar-05-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting searches in respect of same; obtaining and reviewing initial	0.20

Date	Name	Description	Hours
		search results;	
Mar-05-25	T. Konechny	Attend to drafting Alberta, BC, Saskatchewan and Manitoba PPSA partial discharges as to sale 018 (A) and (B);	0.40
Mar-06-25	N. Levine	Address titling issues; confer with company counsel and client regarding missing documents; comment on tax retention agreement; correspondence with company counsel regarding missing VINs and turn over details; discuss same with client;	1.20
Mar-06-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review draft PPSA discharges; correspondence with client regarding nil PPSA results in respect of certain Pride vehicles;	1.60
Mar-06-25	H. Dylewski	Receiving and reviewing instructions; attending to the registration of financing statements relating to Sale 009 and Sale 037; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	1.00
Mar-06-25	J. Noel	Discussions with T. Li, S. Rothery and E. Curtis regarding lien releases; review draft PPSA discharges regarding lien releases;	1.10
Mar-06-25	E. Curtis	Reviewing draft discharges regarding Sale 027, 009, 037 and 038; instructing clerks to file discharges regarding Sale 027, 009, 037 and 038;	4.20
Mar-06-25	A. Slota	Attending to ongoing Ontario, British Columbia, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of twelve VINs; obtaining and reviewing balance of all search results;	1.00
Mar-06-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches in respect of same;	0.20
Mar-06-25	A. Slota	Attending to Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of three VINs; conducting searches in respect of same; obtaining and reviewing initial search results;	0.50
Mar-06-25	T. Konechny	Attend to filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges with respect to sale 009 and sale 037; filing PPSA partial discharges as to sale 038;	1.00
Mar-06-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting searches in respect of same; obtaining and reviewing initial search results;	0.30
Mar-06-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conducting searches in respect of same;	0.50
Mar-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and	0.20

Date	Name	Description	Hours
		reviewing search results in respect of same;	
Mar-06-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting searches in respect of same; obtaining and reviewing initial search results;	0.30
Mar-06-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.20
Mar-06-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; conducting searches in respect of same; obtaining and reviewing initial search results;	0.50
Mar-06-25	A. Slota	Attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conducting searches in respect of same; obtaining and reviewing initial search results;	0.30
Mar-06-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting searches in respect of same; obtaining and reviewing initial search results;	0.30
Mar-06-25	M. Clarkson-Maciel	Consideration of analysis regarding Pilkington engagement agreement; correspondence regarding the same; consideration and analysis of effect on manager of lift stay motion by Mitsubishi; numerous correspondence on the same;	0.80
Mar-07-25	J. Trinh	Attending to Ministry of Transportation VIN searches for 15 VINs;	0.70
Mar-07-25	T. Li	Correspondence with J. Noel in respect of MTO title search review and coordination of due diligence searches; review of search results and report by J. Noel to client; correspondence with working group in respect of ongoing due diligence and lien discharge requests; review of additional due diligence searches obtained in respect of vehicles;	2.20
Mar-07-25	S. Kukulowicz	Review of Mitsubishi materials and discussed motion with N. Levine;	0.40
Mar-07-25	N. Levine	Attend hearing; discuss contracts with client; address outstanding pick up issues; confer with Cassels team regarding same; address titling issues;	1.50
Mar-07-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches;	0.40
Mar-07-25	H. Dylewski	Receiving and reviewing Ontario verification statements relating to Sale 038; correspondence with working group with respect to the same;	0.20
Mar-07-25	E. Curtis	Ordering searches and updating tracker regarding sale 063; ordering searches and updating tracker regarding sale 068;	1.80
Mar-07-25	J. Noel	Review and summarize MTO VIN searches;	0.60

Date	Name	Description	Hours
Mar-07-25	M. Clarkson-Maciel	Documentation signing steps for Pilkington consulting agreement;	0.20
Mar-07-25	A. Slota	Attending to Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.30
Mar-07-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-07-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-07-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results in respect of same;	0.20
Mar-07-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtaining and reviewing all search results;	0.50
Mar-07-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-07-25	A. Slota	Attending to ongoing Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of three VINs; obtaining and reviewing balance of all search results;	0.50
Mar-07-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing balance of all search results;	0.50
Mar-07-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-08-25	E. Curtis	Updating master spread sheet and internal tracker regarding outstanding draft discharges;	0.10
Mar-09-25	E. Curtis	Reviewing PPSA summary and PPSA discharges for Sale 18(A); reviewing PPSA summary and PPSA discharges for Sale 53(A); reviewing PPSA discharge and bringdown searches regarding Sale 028; reviewing bringdown searches regarding Sale 053(A);	3.20
Mar-10-25	T. Li	Review of executed Metro undertaking and correspondence with working group regarding same; review of certain third-party and RSLA lien results and correspond with S. Rothery in respect of potential discharge and additional due diligence required; coordinate same with financial services law clerks; attending to other lien discharge matters;	0.90
Mar-10-25	S. Kukulowicz	Telephone attendance with N. Levine regarding issue of 10 trucks that were not released; review of RBC motion regarding receivership of TPine;	1.10

Date	Name	Description	Hours
Mar-10-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of eight VINs; conducting searches;	0.80
Mar-10-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing initial search results;	0.30
Mar-10-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Mar-10-25	N. Levine	Draft email to company; prepare for call with client; call with client; review record;	1.20
Mar-10-25	J. Noel	Review potential sale notices;	0.20
Mar-10-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft PPSA discharges; review draft PPSA discharges; correspondence with client regarding liens in respect of potential incoming financiers to the end-purchasers of Pride vehicles;	3.30
Mar-10-25	H. Dylewski	Preparing draft MB, ON, NL, NB, NS and PE financing change statements relating to Sale 027, 053(A) and Sale 047; attending to the registration of MB financing statement relating to Sale 027; receiving verification statement of same; correspondence with working group with respect to same; receiving comments and revising drafts relating to Sale 016;	2.60
Mar-10-25	E. Curtis	Ordering searches and bringdown searches in regards to sale 069, 055, 18(B),070,071; ordering PPSA discharge drafts regarding sale 047; ordering discharges of sale 027;	4.30
Mar-10-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Mar-10-25	T. Konechny	Attend to drafting Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges as to sale 047 and sale 053 (A); revising for sale 016;	1.00
Mar-10-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing initial search results;	0.30
Mar-10-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing initial search results;	0.30
Mar-10-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches;	0.30
Mar-10-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing initial search results;	0.30
Mar-10-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches;	0.20
Mar-11-25	T. Li	Correspondence with client and working group in respect of open sale transactions, due diligence requests and	3.40

Date	Name	Description	Hours
		coordinate draft discharges regarding same; review of various third-party lien matters and correspondence with S. Rothery in respect of certain potentially legacy third-party liens; follow-up with client regarding same; review of certain third-party and RSLA lien extracts to confirm materiality and quantum of same; prepare internal summary of same for further review; attending to other lien discharge and due diligence matters;	
Mar-11-25	N. Levine	Follow up on letter; call with S. Kukulowicz; revise letter; address lien issues; call with client; confer with team regarding undertakings; continue to revise letter; review motion record; review endorsement;	2.30
Mar-11-25	S. Kukulowicz	Review of draft email and correspondence regarding 10 VINs in dispute; review of endorsement regarding Mitsubishi lift stay motion;	0.80
Mar-11-25	J. Trinh	Reviewing PPSA search in respect of one VIN and providing comments with respect to whether security interest has been discharged;	0.20
Mar-11-25	M. Clarkson-Maciel	Drafting letter related to missing VINs, review of analysis prepared by N. Levine;	1.20
Mar-11-25	H. Dylewski	Receiving and reviewing instructions; attending to the registration of financing statements relating to Sale 018(A); receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.90
Mar-11-25	J. Noel	Review draft PPSA discharges and PPSA bring-down searches regarding lien releases;	2.00
Mar-11-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer;	2.30
Mar-11-25	E. Curtis	Reviewing draft discharges regarding Sale 047; reviewing discharges regarding Sale 053(A); review of discharges regarding Metro Sale 033 in connection with undertaking;	5.70
Mar-11-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.10
Mar-11-25	T. Konechny	Attend to filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges for sale 018 (A); filing partial discharges for sale 047 and sale 028;	1.20
Mar-11-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30

Date	Name	Description	Hours
Mar-11-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing search results;	0.20
Mar-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.10
Mar-11-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-11-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of twenty-seven VINs; conducting searches;	2.30
Mar-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing search results;	0.20
Mar-11-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of eight VINs; obtaining and reviewing search results;	0.80
Mar-12-25	T. Li	Review of Quebec repossession due diligence and discussion with E. Curtis regarding same; correspondence and call with client in respect of third party liens and ongoing sale due diligence; review of supplemental due diligence results in respect of certain Pride entities for purpose of titling / repossession analysis in Quebec; attending to other lien discharge and security matters;	1.80
Mar-12-25	S. Kukulowicz	Review of final correspondence regarding VINs in dispute; office conference with N. Levine regarding various issues; review of the Monitor's 23rd Report;	0.80
Mar-12-25	N. Levine	Prepare for call; correspondence regarding letter; finalize letter; revise letter; call with S. Kukulowicz; call with client; review report; emails regarding titling; review factum;	1.50
Mar-12-25	M. Clarkson-Maciel	Considering letter to Pride entities;	0.20
Mar-12-25	H. Dylewski	Receiving and reviewing instructions; revising draft financing change statements relating to Sale 033; receiving and reviewing Ontario verification statements relating to Sale 028 and 047; preparing draft financing change statements relating to Sale 034; attending to the registration of financing statements; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	3.10
Mar-12-25	J. Noel	Review draft PPSA discharges and PPSA bring-down	1.00

Date	Name	Description	Hours
		searches regarding lien releases;	
Mar-12-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	2.40
Mar-12-25	E. Curtis	Reviewing searches in Quebec and additional searches in Ontario in regards to special request 012 for the repossession of vehicles in Quebec; drafting email to A&M to update on the status of review;	4.60
Mar-12-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Mar-12-25	A. Slota	Attending to Ontario corporate due diligence search request matters in respect of Pride Group Logistics Ltd.; obtained and reviewed search results and provided summary report;	0.30
Mar-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-12-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing initial search results;	0.30
Mar-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of twenty-seven VINs; obtaining and reviewing all search results;	1.00
Mar-13-25	J. Trinh	Attending to registration of BC PPSA discharges in respect of Sale 033; receiving and reviewing verification of same;	0.20
Mar-13-25	J. Trinh	Revising draft BC PPSA amendment pertaining to Base Reg. No. 986230P and (Sale 016(B)); preparing draft BC PPSA amendment pertaining to Base Reg. No. 986230P and (Sale 016(C));	0.20
Mar-13-25	J. Trinh	Attending to registration of BC PPSA financing statement in respect of Sale 053(A); receiving and reviewing verification of same;	0.20
Mar-13-25	J. Trinh	Attending to Ministry of Transport search in respect of VIN 4V4NC9GH64N359203;	0.20
Mar-13-25	J. Trinh	Preparing draft PPSA discharge financing statements pertaining to Sale 064;	0.80
Mar-13-25	J. Noel	Review draft PPSA discharges and PPSA bring-down searches regarding lien releases; discussions with Cassels team regarding lien release process; review sale notices and potential sale notices; review MTO searches per A&M request; correspond with A&M regarding lien releases and MTO search results;	7.40
Mar-13-25	T. Li	Correspondence and calls with working group in respect of lien discharge protocol and proposed changes to same; draft and send e-mail and summary of CCAA proceedings	4.50

Date	Name	Description	Hours
		and relevant order to Quebec counsel in light of potential Quebec lien discharges; coordinate lien discharges and review of open due diligence and lien discharge requests; coordinate MTO searches and attending to related due diligence summaries; call with C. Potter and N. Levine in respect of certain third-party liens and discussion with E. Curtis regarding resolution of same with relevant secured party; attending to other lien discharge and security matters;	
Mar-13-25	S. Kukulowicz	Telephone attendance with N. Levine regarding status and various issues; review of various motion materials;	0.40
Mar-13-25	C. Potter	Matters regarding discharge of third party lien issue and correspondence regarding third party lien discharge; matters regarding initial discharge of Quebec lien and correspondence regarding the same;	0.90
Mar-13-25	N. Levine	Call with client regarding strategy next steps; address titling and discharge issues; internal call regarding strategy	0.60
Mar-13-25	H. Dylewski	Preparing draft financing change statements relating to Sales 063, 068, 53(A), 17(A), 055 and 030(A); receiving comments and revising draft financing statements relating to Sales 016(B) and (C); attending to the registration of financing statements relating to Sales 53(A), 033 and 068; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	8.20
Mar-13-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	6.40
Mar-13-25	E. Curtis	Reviewing searches and ordering discharges for Sale 063; sale 068; sale 034; sale 30(A);	3.90
Mar-13-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing search results, further to same;	0.20

Date	Name	Description	Hours
Mar-13-25	J. Fleisher	Discussion with T. Li regarding Quebec;	0.60
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches further to same;	0.30
Mar-13-25	A. Slota	Attending to Alberta PPSA VIN due diligence search request matters in respect of two VINs; conducting, obtaining and reviewing search results;	0.40
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario, Alberta, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of eight VINs; conducting, obtaining and reviewing initial search results, further to same;	1.10
Mar-13-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results, further to same;	0.30
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further to same;	0.20
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conducting searches further to same;	0.50
Mar-13-25	A. Slota	Attending to Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing search results;	0.20
Mar-13-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of five VINs; conducting searches further to same;	0.50
Mar-13-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches further	0.20

Date	Name	Description	Hours
		to same;	
Mar-13-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results, pursuant to same;	0.20
Mar-14-25	J. Noel	Discussions with Cassels team regarding lien release process; review draft PPSA discharges and bring-down searches regarding lien releases; review MTO search results per A&M request; correspond with A&M regarding lien releases and MTO search results;	3.30
Mar-14-25	T. Li	Calls with working group in respect of lien release protocol and discharge process; correspondence with J. Noel in respect of open due diligence workstreams; discussions with E. Curtis in respect of Quebec repossession, due diligence and security matters; review of Quebec materials and correspondence with Quebec agent regarding lien discharge requests; attending to other lien discharge and security matters;	1.50
Mar-14-25	J. Trinh	Preparing draft BC total discharge with respect to base reg. no. 114082Q;	0.20
Mar-14-25	J. Trinh	Attending to Ministry of Transportation searches in respect of 98 VINs; receiving, reviewing and providing report with respect to same;	3.00
Mar-14-25	J. Trinh	Attending to registration of AB PPSA discharge in respect of Sale 017(A); receiving and reviewing verification of same;	0.20
Mar-14-25	J. Trinh	Attending to registration of AB PPSA discharge in respect of Sale 025; receiving and reviewing verification of same;	0.20
Mar-14-25	N. Levine	Call with client; call with team; emails regarding settlement and lien release;	1.00
Mar-14-25	A. Slota	Attending to ongoing Ontario, Alberta, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of eight VINs; obtaining and reviewing balance of all search results, further to same;	0.50
Mar-14-25	H. Dylewski	Reviewing drafts relating to Sale 055; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sale 030(B); attending to the registration of financing statements relating to Sale 033(B) and 053(A); receiving confirmation and verification statements of same;	2.40
Mar-14-25	E. Curtis	Review of non-syndicate draft discharges;	0.10
Mar-14-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	2.30
Mar-14-25	E. Curtis	Internal meeting to discuss changes to the discharge process; review and meeting to discuss special request 012 in connection with the potential repossession of vehicles in Quebec;	1.10

Date	Name	Description	Hours
Mar-14-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to PPSA VIN due diligence search request matters in all provinces, save for Ontario and Quebec, in respect of five VINs; conducting, obtaining and reviewing initial search results;	1.50
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of on VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of five VINs; obtaining and reviewing search results;	0.50
Mar-14-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtaining and reviewing all search results;	0.50
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	T. Konechny	Attend to drafting Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges with respect to sale 030(B); filing same; filing partial discharges as to sale 030(A);	1.00
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search	0.20

Date	Name	Description	Hours
		request matters in respect of one VIN; obtaining search results, further to same;	
Mar-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing search results, further to same;	0.20
Mar-15-25	J. Noel	Review PPSA search results regarding lien releases;	1.10
Mar-15-25	T. Li	Review of research prepared by Quebec counsel; review of queries from E. Curtis regarding same and correspondence in respect of lien search results and concerns regarding repossession of vehicles;	0.60
Mar-15-25	E. Curtis	Corresponding with Quebec Counsel in regards to Special Request 012; review of corporate reports and prior names in regards to special request 012;	1.50
Mar-16-25	E. Curtis	Extracting Quebec registration for T. Li's review in regards to Special Request 012;	1.20
Mar-17-25	J. Trinh	Attending to registration of PPSA discharges relating to Sale 064; receiving and reviewing confirmation/verification of same;	0.80
Mar-17-25	J. Noel	Review draft PPSA registrations regarding lien releases; review PPSA searches regarding sales and potential sales;	2.00
Mar-17-25	T. Li	Call with client in respect of corporate vehicles; correspondence with Quebec counsel regarding lien discharge and repossession matters; review research in respect of same; correspondence with N. Levine and C. Potter in respect of lien discharge protocol;	1.80
Mar-17-25	N. Levine	Call with A&M r[redacted];	0.10
Mar-17-25	H. Dylewski	Receiving and reviewing Ontario verification statements relating to Sale 033, 030(A) and 30(B); attending to the registration of financing statements relating to Sales 063, 016(B) & 055; receiving confirmation and verification statements of same; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sale 041;	3.90
Mar-17-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	6.90
Mar-17-25	E. Curtis	Ordering addition MTO and PPSA searches for special request 012; reviewing 064 discharges;	2.00
Mar-17-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches;	0.30
Mar-17-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Mar-17-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of four VINs; conducting, obtaining and reviewing initial search results;	0.50

Date	Name	Description	Hours
Mar-17-25	J. Fleisher	Review of Quebec counsel e-mail; discuss with T. Li;	0.50
Mar-17-25	T. Konechny	Attend to drafting BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges as to sale 041, 054, and 057; filing partial discharges for sale 016(B);	1.20
Mar-17-25	A. Slota	Attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.50
Mar-17-25	A. Slota	Attending to ongoing PPSA VIN due diligence search request matters in all provinces, save for Ontario and Quebec, in respect of five VINs; obtaining and reviewing balance of all search results;	2.50
Mar-18-25	J. Trinh	Preparing draft PPSA discharge financing statements in respect of Sale 051(A);	0.90
Mar-18-25	J. Trinh	Attending to Ministry of Transport searches in respect of Special Request 012 and providing report with respect to same;	0.40
Mar-18-25	J. Trinh	Preparing draft PPSA discharge financing statements in respect of Sale 052;	0.40
Mar-18-25	T. Li	Calls with working group in respect of lien discharge protocol and summarize discharges and due diligence conducted to date; review of MTO searches; discussions with E. Curtis regarding responses to Quebec due diligence queries and correspondence with Quebec counsel regarding same; identify TD registration and correspondence with N. Levine and counsel to TD in respect of non-MCV vehicle with legacy TD registration effected thereon; review of draft discharges and ongoing sale due diligence;	3.10
Mar-18-25	J. Trinh	Discussions with with working group with respect to PPSA registration processes and timing;	0.50
Mar-18-25	S. Kukulowicz	Telephone attendance with N. Levine et al. regarding lien discharge process;	0.20
Mar-18-25	C. Potter	Matters regarding PPSA registrations and discharges; correspondence regarding the same;	0.90
Mar-18-25	N. Levine	Emails regarding title documents; call with client; call with Cassels team; work on lien issues; address lien issues; title issues; call with monitor; research outstanding wind-up issues; work on list of outstanding activities;	1.60
Mar-18-25	H. Dylewski	Continue receiving and reviewing confirmation and verification statements relating to Sale 16(B), 055, Sale 063 and 055; preparing draft ON, NL, NB, NS and PE financing change statements relating to Sales 052, 053(A), 051(A), 061, 057 & 054; receiving comments and revising draft financing change statements relating to Sale 022(B); attending to the registration of financing statements relating to Sale 018(B), 022(B) and 041; receiving confirmation and verification statements of same;	4.40
Mar-18-25	E. Curtis	Review of Sale 018(B); review of draft discharge statements;	3.60

Date	Name	Description	Hours
Mar-18-25	J. Noel	Review draft PPSA registrations regarding vehicle sales;	1.40
Mar-18-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer; discussion with S. Kukulowicz, N. Levine, and T. Li regarding lien discharge process; instruct law clerks regarding revised lien discharge process;	7.30
Mar-18-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing search results;	0.30
Mar-18-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of four VINs; obtaining and reviewing balance of all search results;	0.50
Mar-18-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Mar-18-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of ten VINs; conducting searches;	1.00
Mar-18-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 041;	0.40
Mar-18-25	T. Konechny	Preparing draft PPSA partial discharges in respect of sale 053(A);	0.20
Mar-18-25	T. Konechny	Preparing draft PPSA partial discharges in respect of sale 061;	0.60
Mar-18-25	T. Konechny	Filing PPSA partial discharges in respect of sale 018(B);	0.40
Mar-18-25	J. Fleisher	Internal matters regarding streamlining process to enhance discharge process;	0.70
Mar-18-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 022(B);	0.60
Mar-18-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.40
Mar-18-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conducting, obtaining and reviewing search results;	1.00
Mar-18-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-19-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 016(A);	0.30
Mar-19-25	J. Trinh	Discussion with working group with respect to new processes;	0.30
Mar-19-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of Sale 052; receiving and reviewing	0.60

Date	Name	Description	Hours
		confirmation/verification of same; providing results to client;	
Mar-19-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of Sale 051(A); receiving and reviewing confirmation/verification of same; providing report to client;	0.70
Mar-19-25	T. Li	Revise and implement changes to lien protocol; calls with working group and financial services law clerks regarding same; review of Quebec regulatory matters and correspondence with Quebec counsel regarding same; review outstanding sale notices and ongoing due diligence; call with counsel to TD in respect of discharged legacy TD lien against particular VIN;	1.60
Mar-19-25	C. Potter	Matters regarding PPSA discharges and related items; correspondence regarding the same;	0.40
Mar-19-25	N. Levine	Prepare for call; call with client; call regarding discharges; call with E. Mann; emails regarding liens;	0.90
Mar-19-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 053(A); receiving verification statements of same; correspondence with working group with respect to same;	0.40
Mar-19-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 061; receiving confirmation and verification statements of same; receiving Ontario verification statements; correspondence with working group with respect to same;	0.70
Mar-19-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 057; receiving confirmation and verification statements of same; receiving Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-19-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 054; receiving confirmation and verification statements of same; receiving Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-19-25	H. Dylewski	Receiving comments and revising draft financing change statement; attending to the registration of financing statement; receiving confirmation of same; receiving and reviewing verification statement; correspondence with working group with respect to same;	0.50
Mar-19-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 061; receiving confirmation of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	0.70
Mar-19-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks	4.60

Date	Name	Description	Hours
		to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer; instruct law clerks regarding revised lien discharge process;	
Mar-19-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 016(A); receiving confirmation and verification statements of same; receiving Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-19-25	H. Dylewski	Discussions with working group with respect to RBC lien registration procedure;	0.40
Mar-19-25	H. Dylewski	Receiving and reviewing verification statements relating to Sale 018(B), 022(B) and 041;	0.40
Mar-19-25	E. Curtis	Reviewing draft discharges;	0.60
Mar-19-25	J. Noel	Review draft PPSA discharges regarding vehicle sales; discussions with T. Li, S. Rothery and E. Curtis regarding lien releases;	1.70
Mar-19-25	T. Konechny	Attend to filing non-RBC MB PPSA partial discharges in respect of sale 053(A);	0.20
Mar-19-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 061; filing non-RBC MB partial discharge;	0.40
Mar-19-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 057;	0.30
Mar-19-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 054;	0.30
Mar-19-25	J. Fleisher	Quebec POA matters;	0.20
Mar-19-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of ten VINs; obtaining and reviewing all search results;	1.00
Mar-19-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-19-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of tone VIN; conducting searches;	0.20
Mar-19-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conducting searches;	0.50
Mar-19-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Mar-20-25	J. Trinh	Receiving instructions with respect to Sale 071; preparing draft PPSA discharge financing statements and attending to registration of same; receiving and reviewing PPSA discharge verification/confirmation statements; report to client with respect to same;	1.00
Mar-20-25	S. Kukulowicz	Review of notice of appeal filed by the Syndicate;	0.20
Mar-20-25	C. Potter	Attending to PPSA discharge and related matters;	0.40
Mar-20-25	N. Levine	Review motion record; review notice of appeal;	0.40

Date	Name	Description	Hours
Mar-20-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer; discussion with client regarding Pride Entity discharges for Sale BR0016;	2.10
Mar-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtaining and reviewing search results;	0.50
Mar-20-25	E. Curtis	Reviewing and discharging sale 018(B); drafting comments to A&M regarding the potential repossession of vehicle; reviewing and discharging sale 041;internal meeting to discuss ongoing pride matters;	4.80
Mar-20-25	J. Noel	Correspond with A&M regarding potential sale;	0.20
Mar-20-25	A. Slota	Attending to PPSA VIN due diligence search request matters in all provinces, save for Quebec, in respect of three VINs; conducting, obtaining and reviewing search results;	2.00
Mar-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.10
Mar-20-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.40
Mar-20-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing search results;	0.20
Mar-20-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.40
Mar-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.10
Mar-20-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of two VINs; conducting, obtaining and reviewing search results;	0.50
Mar-21-25	J. Trinh	Providing comments with respect to SK VIN search set up;	0.20
Mar-21-25	J. Noel	Review and summarize PPSA search results per A&M request;	1.50
Mar-21-25	T. Li	Correspondence with Quebec counsel in respect of lien discharge matters and power of attorney; discussions with J. Fleisher and N. Levine regardnig same; review of power of attorney;	0.50
Mar-21-25	N. Levine	Review variance and lien issues;	0.70
Mar-21-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further	0.20

Date	Name	Description	Hours
		to same;	
Mar-21-25	A. Slota	Attending to Nova Scotia PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing search results;	0.20
Mar-21-25	C. Potter	Matters regarding PPSA discharges and related matters; correspondence regarding the same;	0.30
Mar-21-25	E. Curtis	Reviewing draft discharges and bringdown searches;	0.40
Mar-21-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer;	1.00
Mar-21-25	E. Hyderman	Reviewing motion record of bilateral lender;	0.40
Mar-21-25	J. Fleisher	Quebec POA and questions from client and e-mail to Quebec lawyer; review of POA;	0.40
Mar-21-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 044;	0.60
Mar-21-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of two VINs; conducting, obtaining and reviewing initial search results;	0.30
Mar-21-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.20
Mar-21-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-21-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-21-25	A. Slota	Attending to Nova Scotia PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing search results;	0.20
Mar-21-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-21-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.20
Mar-21-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.30
Mar-24-25	T. Li	Review of Quebec power of attorney; review of searches;	0.40
Mar-24-25	N. Levine	Draft email to client; call with client; review report; correspond with company counsel;	0.90

Date	Name	Description	Hours
Mar-24-25	S. Kukulowicz	Review of Pride motion record returnable March 27, 2025 for various relief;	0.50
Mar-24-25	J. Trinh	Preparing draft NS PPSA partial discharge with respect to sale 017(b); attending to registration of same; receiving PPSA verification statement;	0.20
Mar-24-25	J. Noel	Review draft PPSA discharges regarding non-RBC lien releases;	0.50
Mar-24-25	H. Dylewski	Preparing draft NS financing change statement relating to Sale 004; attending to the registration of financing statement; receiving verification statement of same; correspondence with working group with respect to same;	0.40
Mar-24-25	E. Curtis	Reviewing additional search for Sale 017(B) in NS to identify additional liens; review of sale 004 discharge; review of 17(B) draft discharge;	0.50
Mar-24-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer;	2.20
Mar-24-25	T. Konechny	Preparing and filing PPSA partial discharges in respect of sale 007(A);	1.20
Mar-24-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-24-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing balance of all search results;	0.50
Mar-24-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-24-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-24-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-25-25	J. Trinh	Attending to preparation and registration discharges of PPSA financing statements in respect of Sale 056;	0.60
Mar-25-25	T. Li	Review of power of attorney and discuss with J. Fleisher indemnity therein; correspondence with Quebec counsel regarding same; correspondence with working group in respect of ongoing sales and lien discharges; call with client in respect of undertaking to discharge requested by potential purchaser of vehicles; review form of undertaking and further correspondence with client regarding same; review of due diligence searches provided by such potential purchaser;	1.10

Date	Name	Description	Hours
Mar-25-25	S. Kukulowicz	Review of Monitor's 24th Report;	0.30
Mar-25-25	C. Potter	Matters regarding PPSA discharges and related matters; correspondence regarding the same; matters regarding undertaking items and correspondence regarding the same;	0.30
Mar-25-25	N. Levine	Correspond with client; review materials; address lien issues; call with client; correspondence regarding lien issues;	1.00
Mar-25-25	J. Noel	Review draft PPSA discharges regarding non-RBC lien releases;	0.70
Mar-25-25	H. Dylewski	Attending to the registration of financing statements relating to Sale 007(A); receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statements; correspondence with working group with respect to same;	1.00
Mar-25-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 092; attending to the registration of financing statements; receiving confirmations and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-25-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 087; attending to the registration of financing statements; receiving confirmations and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-25-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 035; attending to the registration of financing statements; receiving confirmations and verification statements of same; attending to PPSA VIN search; receiving results of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.90
Mar-25-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 070; attending to the registration of financing statements; receiving confirmations and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-25-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 094; attending to the registration of financing statements; receiving confirmations and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.70
Mar-25-25	E. Curtis	Review of draft discharges for sch. 007; updating internal tracker regarding open sales;	1.20
Mar-25-25	S. Rothery	Attend to PPSA matters; update internal status tracking	3.50

Date	Name	Description	Hours
		sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealer;	
Mar-25-25	E. Hyderman	Begin reviewing the Twenty Fourth Report of the Monitor;	0.30
Mar-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 092;	0.50
Mar-25-25	T. Konechny	Filing Alberta PPSA partial discharge in respect of non-RBC lien for sale 007(A);	0.20
Mar-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 087;	0.50
Mar-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 070;	0.50
Mar-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 094;	0.40
Mar-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 035;	0.40
Mar-25-25	J. Fleisher	Quebec matter;	0.40
Mar-25-25	A. Slota	Attending to updated Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-25-25	A. Slota	Attending to Alberta, Saskatchewan, Manitoba, Newfoundland and Labrador, New Brunswick, Nova Scotia and Prince Edward Island PPSA VIN due diligence request matters in respect of eleven VINs; conducting, obtaining and reviewing initial search results;	1.20
Mar-25-25	A. Slota	Attending to updated Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-25-25	A. Slota	Attending to updated Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches;	0.20
Mar-25-25	A. Slota	Attending to updated Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial searches;	0.30
Mar-25-25	A. Slota	Attending to updated Ontario and Manitoba PPSA VIN due diligence search request matters in respect of two VINs; conducting, obtaining and reviewing initial search results;	0.20
Mar-25-25	A. Slota	Attending to updated Ontario PPSA VIN due diligence search request matters in respect of two VINs; conducting searches, further to same;	0.20
Mar-26-25	J. Trinh	Receiving and reviewing confirmation/verification of PPSA discharge financing statements in respect of Sale 056 RBC syndicate registrations and providing report with respect to same;	0.60

Date	Name	Description	Hours
Mar-26-25	J. Trinh	Preparing draft ON PPSA discharge financing statement in respect of Sale 056 - Non-RBC;	0.20
Mar-26-25	T. Li	Correspondence with working group in respect of various third-party registrations; review of underlying searches and due diligence;	0.60
Mar-26-25	N. Levine	Correspondence regarding liens; call with team; review additional motion materials served;	0.60
Mar-26-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 085; attending to the registration of financing statements; receiving confirmation and verification statement of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	0.90
Mar-26-25	H. Dylewski	Preparing draft ON, NL, NB and NS financing change statements relating to Sale 084; attending to the registration of financing statements; receiving confirmation and verification statements of same; receiving and reviewing Ontario verification statement; correspondence with working group with respect to same;	1.10
Mar-26-25	H. Dylewski	Preparing draft ON financing change statements relating to Sale 070;	0.40
Mar-26-25	H. Dylewski	Preparing draft ON financing change statement relating to Sale 087;	0.30
Mar-26-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	5.60
Mar-26-25	E. Curtis	Updating internal tracking table of open sales; reviewing Sale discharges for non-syndicate liens;	0.90
Mar-26-25	E. Hyderman	Continue reviewing the Applicant's Motion Record in connection with the March 27, 2025 hearing;	0.60
Mar-26-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 085;	0.50
Mar-26-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 084;	0.80
Mar-26-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing search results;	0.20
Mar-26-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conducting searches, further to same;	0.40
Mar-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search	0.20

Date	Name	Description	Hours
		request matters in respect of one VIN; obtaining and reviewing search results;	
Mar-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing balance of all search results;	0.20
Mar-26-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-26-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of ten VINs; conducting searches, further to same;	0.50
Mar-26-25	A. Slota	Attending to ongoing Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.20
Mar-26-25	A. Slota	Attending to ongoing Alberta, Saskatchewan, Manitoba, Newfoundland and Labrador, New Brunswick, Nova Scotia and Prince Edward Island PPSA VIN due diligence request matters in respect of eleven VINs; obtaining and reviewing balance of all search results;	3.10
Mar-26-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-26-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing balance of all search results, further to same;	0.30
Mar-27-25	J. Trinh	Preparing draft PPSA discharge financing statements in respect of Sale 085 non-RBC liens;	0.20
Mar-27-25	J. Trinh	Attending to registration of non-RBC syndicate lien PPSA financing statement with respect to Sale 056; receiving and reviewing confirmation/verification of same;	0.20
Mar-27-25	J. Trinh	Preparing draft PPSA discharge financing statements in respect of Sale 084 non-RBC liens;	0.30
Mar-27-25	J. Trinh	Attending to registration of AB, BC, MB, SK PPSA discharge financing statements in respect of Sale 029(B); receiving and reviewing confirmation/verification of same;	0.30
Mar-27-25	S. Kukulowicz	Review of additional Court materials;	0.30
Mar-27-25	C. Potter	Matters regarding discharges and related matters; correspondence regarding the same;	0.30
Mar-27-25	N. Levine	Emails regarding liens; emails regarding titles;	0.20
Mar-27-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 060; attending to the registration of financing statements; receiving PPSA confirmation/verification statements and providing report with respect to same;	0.60
Mar-27-25	H. Dylewski	Attending to the registration of financing statements	0.50

Date	Name	Description	Hours
		relating to RBC syndicate liens pertaining Sale 029(B); receiving PPSA confirmation/verification statements and providing report with respect to same;	
Mar-27-25	H. Dylewski	Attending to the registration of financing statements relating to RBC syndicate liens pertaining Sale 070; receiving PPSA confirmation/verification statements and providing report with respect to same;	0.50
Mar-27-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 089; attending to the registration of financing statements; receiving PPSA confirmation/verification statements and providing report with respect to same;	0.60
Mar-27-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	4.40
Mar-27-25	H. Dylewski	Attending to the registration of financing statements relating to RBC syndicate liens pertaining Sale 087; receiving PPSA confirmation/verification statements and providing report with respect to same;	0.40
Mar-27-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 090; attending to the registration of financing statements; receiving PPSA confirmation/verification statements and providing report with respect to same;	0.60
Mar-27-25	E. Curtis	Reviewing draft discharges for non-syndicate liens; updating internal tracker of open sales; corresponding with client to provide discharges on open liens;	1.50
Mar-27-25	E. Hyderman	Correspondence regarding hearing with Applicants' counsel and N. Levine; observing hearing and taking notes on the proceedings; summarizing proceedings and correspondence regarding same with Cassels team;	2.30
Mar-27-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 060;	0.40
Mar-27-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 090;	0.40
Mar-27-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 089;	0.40
Mar-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.20
Mar-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtaining and	0.50

Date	Name	Description	Hours
		reviewing search results;	
Mar-27-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of three VINs; conducting, obtaining and reviewing initial search results;	0.40
Mar-27-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.20
Mar-27-25	A. Slota	Attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.20
Mar-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of ten VINs; obtaining and reviewing search results;	0.50
Mar-27-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results, further to same;	0.20
Mar-27-25	A. Slota	Attending to Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; conducting, obtaining and reviewing initial search results;	0.40
Mar-28-25	J. Trinh	Attending to registration of non-RBC syndicate PPSA discharge financing statements pertaining to Sale 085; receiving and reviewing confirmation/verification of same;	0.40
Mar-28-25	J. Trinh	Attending to registration of PPSA discharge financing statements in respect of Sale 084 non-RBC liens; receiving and reviewing confirmation/verification of same;	0.50
Mar-28-25	J. Trinh	Attending to preparation and registration of PPSA discharge financing statements relating to RBC syndicate liens pertaining to Sale 082; receiving and reviewing confirmation/verification of same; providing report with respect to discharges;	0.80
Mar-28-25	T. Li	Working group correspondence and meeting in respect of lien discharges and lien discharge protocol; review of Quebec power of attorney and correspondence with client regarding same;	0.70
Mar-28-25	J. Noel	Review draft PPSA discharges regarding non-RBC lien releases;	0.40
Mar-28-25	N. Levine	Correspondence regarding liens and outstanding VINs;	0.20
Mar-28-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 091; attending to the registration of financing statements; receiving PPSA confirmation/verification statements and providing report with respect to same;	0.70
Mar-28-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 059; attending to the registration of financing statements; receiving PPSA confirmation/verification statements and	0.70

Date	Name	Description	Hours
		providing report with respect to same;	
Mar-28-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	3.00
Mar-28-25	E. Curtis	Internal meeting to discuss ongoing instructions; reviewing non-syndicate draft discharges; updating internal trackers; ordering searches for potential sales; corresponding with clients regarding syndicate lien discharges;	2.80
Mar-28-25	A. Glover	Internal working group meeting regarding onboarding in respect of PPSA matters and correspondence regarding same;	0.70
Mar-28-25	A. Slota	Attending to ongoing Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; obtaining and reviewing balance of all search results;	0.20
Mar-28-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-28-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.20
Mar-28-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of three VINs; obtaining and reviewing balance of all search results, further to same;	0.20
Mar-28-25	A. Slota	Attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results, further to same;	0.20
Mar-28-25	A. Slota	Attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results, further to same;	0.20
Mar-28-25	A. Slota	Attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtaining and reviewing initial search results;	0.30
Mar-28-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.20
Mar-28-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.20

Date	Name	Description	Hours
Mar-28-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 059;	0.40
Mar-28-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 091;	0.40
Mar-30-25	N. Levine	Correspond with client regarding vehicles;	0.10
Mar-30-25	E. Curtis	Updating internal tracker regarding open sales;	0.10
Mar-31-25	N. Levine	Respond to client questions; call with lender counsel; call with client; review endorsement; correspondence regarding liens;	0.90
Mar-31-25	E. Curtis	Reviewing of draft discharges in upcoming sale; updating internal tracking charts;	0.60
Mar-31-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	2.30
Mar-31-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches, further to same;	0.20
Mar-31-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing search results;	0.10
Mar-31-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30
Mar-31-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results VINs;	0.30
Mar-31-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of four VINs; conducting searches, further to same;	0.50
Mar-31-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtaining and reviewing balance of all search results;	0.30

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Clarkson-Maciel, Matteo	Business Advisor	3.40	700.00	2,380.00
Levine, Natalie	Partner	19.60	1,025.00	20,090.00
Kukulowicz, Shayne	Partner	5.00	1,650.00	8,250.00
Potter, Carla	Partner	4.80	840.00	4,032.00
Fleisher, Jonathan	Partner	2.80	1,190.00	3,332.00

Name	Title	Hours	Rate	Amount
Noel, J'Davia	Associate	25.50	525.00	13,387.50
Li, Timon	Associate	27.90	550.00	15,345.00
Rothery, Shae	Associate	67.40	500.00	33,700.00
Curtis, Erin	Associate	58.30	500.00	29,150.00
Hyderman, Eva	Associate	3.60	500.00	1,800.00
Glover, Anna	Associate	0.70	500.00	350.00
Konechny, Tiffany	Law Clerk / Paralegal	18.60	450.00	8,370.00
Trinh, Julia	Law Clerk / Paralegal	16.20	500.00	8,100.00
Slota, Alex	Law Clerk / Paralegal	69.30	450.00	31,185.00
Dylewski, Hannah	Law Clerk / Paralegal	46.20	400.00	18,480.00
TOTAL (CAD)		**369.30**		**197,951.50**

Our Fees	197,951.50	
Less Discount	(19,795.15)	
Total Fees	178,156.35	
HST @ 13.00%	23,160.33	
TOTAL FEES & TAXES (CAD)		**201,316.68**

DISBURSEMENT SUMMARY

Non-Taxable Disbursements		
Electronic Due Diligence	3,721.75	
Corporate Filings	600.00	
Driver's License Searches	1,666.00	
PPSA - Registration/Applic./Discharges	3,149.95	
BC Online - PPSA Search/Registrations	506.00	
Total Non-Taxable Disbursements	9,643.70	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	17,804.80	
Electronic Due Diligence	6,766.00	
Total Taxable Disbursements	24,570.80	
HST @ 13.00%	3,194.20	
Total Taxable Disbursements & Taxes	27,765.00	
TOTAL DISBURSEMENTS & TAXES (CAD)		**37,408.70**

TOTAL FEES	**178,156.35**
TOTAL DISBURSEMENTS	**34,214.50**
TOTAL TAXES	**26,354.53**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**238,725.38**

Cassels

Invoice No:	2282592
Date:	May 26, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer: Kukulowicz, Shayne
Tel.: (416) 860-6463
E-mail: SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including April 30, 2025

Our Fees	196,077.50
Less Discount	(19,607.75)
Total Fees	176,469.75
Disbursements	43,362.33
Total Fees and Disbursements	219,832.08
HST @ 13.00%	27,542.63
TOTAL DUE (CAD)	**247,374.71**

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REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

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Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2282592
Matter No.:	059366-00005
Amount:	**CAD 247,374.71**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Apr-01-25	T. Li	Calls and correspondence with working group in respect of ongoing discharges and sales; review of turn-over order in respect of certain non-scheduled vehicles and consider same with S. Rothery;	0.90
Apr-01-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 098; attend to the registration of financing statements; receive PPSA confirmation/verification statements and providing report with respect to same;	0.40
Apr-01-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 066; attend to the registration of financing statements; receive PPSA confirmation/verification statements and providing report with respect to same;	0.50
Apr-01-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers; correspondence with N. Levine regarding RBC Bilat Assets; update internal memorandum regarding lien discharge procedure; correspondence with A. Glover regarding same;	4.80
Apr-01-25	E. Curtis	Review of initial searches and update internal trackers; requesting clerks to draft discharges;	1.20
Apr-01-25	E. Hyderman	Observe scheduling hearing; correspondence with N. Levine regarding same;	0.40
Apr-01-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of four VINs; obtain and review search results;	0.50
Apr-01-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-01-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtain and review search results;	1.00
Apr-01-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 066;	0.50
Apr-01-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 098;	0.40
Apr-01-25	N. Levine	Respond to questions regarding order; and emails regarding assets hearing; respond to client inquiries;	0.60
Apr-01-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.30
Apr-01-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request	0.90

Date	Name	Description	Hours
		matters in respect of four VINs; obtain and review search results;	
Apr-02-25	J. Noel	Discussions with lending team regarding lien discharge process; review PPSA searches regarding lien releases; correspond with A&M regarding potential incoming financier lien;	1.50
Apr-02-25	T. Li	Correspondence with S. Rothery regarding updates to lien discharge protocol; attend to Quebec lien discharge matters and review of Quebec discharge direction;	0.60
Apr-02-25	K. Seo	Review materials regarding PPSA discharges;	0.50
Apr-02-25	C. Potter	Matters regarding discharge process and related matters; calls regarding the same; review of correspondence relating to discharges;	0.50
Apr-02-25	J. Trinh	Attend to registration of PPSA discharge financing statements in respect of sale 026A RBC syndicate liens; receive and review confirmation/verification of same;	0.70
Apr-02-25	J. Trinh	Attend to registration of PPSA discharge financing statements in respect of sale 026B RBC syndicate liens; receive and review confirmation/verification of same;	0.70
Apr-02-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining to sale 100; attend to the registration of financing statements; receive PPSA confirmation/verification statements;	0.70
Apr-02-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 101; attend to the registration of financing statements; receive PPSA confirmation/verification statements;	0.60
Apr-02-25	E. Curtis	Review of initial searches and reporting results to A&M;	2.30
Apr-02-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers; status update discussion with C. Potter; correspondence with K. Seo regarding onboarding to file; correspondence with T. Li regarding corporate vehicle not appearing in schedules to collateral management order;	4.60
Apr-02-25	A. Glover	Review onboarding materials in preparation for reviewing searches in respect of vehicles sold by Alvarez;	0.60
Apr-02-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 101;	0.70
Apr-02-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 065;	0.60
Apr-02-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 036;	0.60
Apr-02-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in	0.80

Date	Name	Description	Hours
		respect of sale 100;	
Apr-02-25	A. Slota	Attend to Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; conduct, obtain and review initial search results;	0.50
Apr-02-25	N. Levine	Emails regarding titling and liens; call with client;	0.40
Apr-02-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of four VINs; conducting searches;	0.40
Apr-02-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.20
Apr-02-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.20
Apr-02-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-02-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-02-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.20
Apr-02-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of six VINs; conduct searches;	0.60
Apr-02-25	A. Slota	Attend to Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of three VINs; conduct, obtain and review initial search results;	0.70
Apr-03-25	J. Noel	Discussions with lending team regarding lien releases; correspond with Quebec counsel regarding lien releases; review PPSA searches; correspond with A&M regarding PPSA diligence;	1.90
Apr-03-25	T. Li	Review of various orders and updated lien discharge protocol; call with working group in respect of ongoing sales and lien releases and review of lien search summaries; Attend to Quebec lien discharge matters;	1.90
Apr-03-25	K. Seo	Review and discuss materials regarding PPSA discharges;	1.20
Apr-03-25	H. Dylewski	Continue reviewing PPSA confirmation/verification statements relating to RBC syndicate liens pertaining sale 100; provide report with respect to same;	0.50
Apr-03-25	H. Dylewski	Continue receiving PPSA confirmation/verification statements relating to RBC syndicate liens pertaining sale 101; providing report with respect to same;	0.70
Apr-03-25	E. Curtis	Internal discussion re process; review of initial searches of potential sale notices; review of draft discharges; review of bringdown search results; reporting to A&M;	5.10
Apr-03-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks	4.20

Date	Name	Description	Hours
		to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers; instruct A. Glover and K. Seo regarding lien release procedure;	
Apr-03-25	A. Glover	Internal working group call in respect of PPSA review for incoming sales;	1.00
Apr-03-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-03-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conducting searches;	0.60
Apr-03-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of four VINs; obtain and review search results;	0.40
Apr-03-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-03-25	A. Slota	Attend to ongoing Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.50
Apr-03-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-03-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-03-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of six VINs; obtain and review search results;	0.60
Apr-03-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Apr-03-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Apr-03-25	A. Slota	Attend to ongoing Ontario, British Columbia and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; conduct, obtain and review search results;	0.40
Apr-03-25	N. Levine	Emails regarding lien releases; address POA issues; confer with Cassels team; review report;	0.50
Apr-04-25	J. Noel	Correspond with Quebec counsel regarding lien releases; review potential sale notices; review draft PPSA discharge;	0.80
Apr-04-25	T. Li	Review of various orders and updated lien discharge protocol; correspondence with working group in respect of ongoing sales and lien releases and review of lien search summaries; Attend to Quebec lien discharge matters;	1.60

Date	Name	Description	Hours
Apr-04-25	K. Seo	Review PPSA searches and discharges;	3.70
Apr-04-25	C. Potter	Matters regarding PPSA discharges and related matters; correspondence regarding the same;	0.30
Apr-04-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to non-RBC syndicate liens pertaining to sale 101; attend to the registration of PPSA financing statements; receive confirmations/verification statements of same; provide report with respect to same;	1.40
Apr-04-25	E. Curtis	Review of initial searches; update trackers; review of bringdown searches; review of draft discharges;	3.80
Apr-04-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; correspondence with client regarding lien discharges in relation to certain Pride vehicles being sold by dealers;	2.90
Apr-04-25	A. Glover	Review draft discharges in respect of sale 101; review PPSA searches on sale no. 045 and report on same;	2.00
Apr-04-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.30
Apr-04-25	A. Slota	Attend to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; conduct, obtain and review initial search results;	0.40
Apr-04-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.40
Apr-04-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conduct searches;	0.40
Apr-04-25	A. Slota	Attend to Ontario, Manitoba, Alberta, and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; conduct, obtain and review initial search results;	1.10
Apr-04-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review search results;	0.30
Apr-04-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-04-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 007(B);	0.60
Apr-04-25	T. Konechny	Attend to drafting Ontario PPSA discharges and partial discharges in respect of sale 100;	0.70
Apr-04-25	T. Konechny	Attend to drafting and filing Ontario PPSA discharge in respect of sale 086;	0.20
Apr-04-25	T. Konechny	Attend to drafting Ontario PPSA partial discharges in respect of sale 045;	0.20
Apr-04-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review	0.60

Date	Name	Description	Hours
		search results;	
Apr-04-25	N. Levine	Correspondence regarding lien releases;	0.10
Apr-05-25	K. Seo	Reviewing PPSA searches;	0.30
Apr-05-25	A. Glover	Review PPSA searches in respect of sale 048, 049 and 050 and report on same;	1.50
Apr-06-25	K. Seo	Review PPSA searches;	0.60
Apr-06-25	E. Curtis	Review of initial searches;	0.60
Apr-07-25	J. Noel	Discussions with lien discharge team regarding discharge process; review potential sale notices;	1.10
Apr-07-25	T. Li	Correspondence with working group in respect of novel security registrations and review of same; review of lien discharge order and turn-over order; review of PPSA lien discharges and proposed discharge mechanics in respect of certain vehicles; Attend to other lien discharge and security release matters;	1.30
Apr-07-25	K. Seo	Review PPSA searches; coordinating discharge of liens;	0.70
Apr-07-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; Instruct clerks to prepare draft discharges; review draft discharges; instruct clerks to file PPSA discharges; instruct T. Li, J. Noel, E. Curtis, A. Glover, and K. Seo regarding internal sale tracking process;	2.30
Apr-07-25	E. Curtis	Review draft discharges and bringdown searches;	0.90
Apr-07-25	A. Glover	Internal working group meeting in respect of PPSA lien review and sale notice tracking procedures; review searches in respect of sale 102A to Metro and reporting in respect of same; correspondence regarding draft discharges for sale 102; review searches in respect of sale 050 to Brandt and reporting in respect of same;	4.40
Apr-07-25	A. Slota	Attend to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of five VINs; conduct, obtain and review search results;	1.00
Apr-07-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-07-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtain and review search results;	0.20
Apr-07-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-07-25	T. Konechny	Attend to filing Ontario PPSA discharges and partial discharges in respect of sale 100;	0.40
Apr-07-25	T. Konechny	Attend to filing Alberta PPSA discharge in respect of sale 007(B);	0.20
Apr-07-25	T. Konechny	Attend to drafting Manitoba PPSA discharges in respect of sale 050;	0.20

Date	Name	Description	Hours
Apr-07-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 102(A);	1.00
Apr-07-25	N. Levine	Correspondence regarding liens;	0.20
Apr-07-25	A. Slota	Attend to nationwide provincial (save for Quebec) PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	1.00
Apr-07-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.10
Apr-07-25	A. Slota	Attend to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; obtain and review search results;	0.20
Apr-07-25	A. Slota	Attend to Saskatchewan PPSA VIN due diligence search request matters in respect of four VINs; conduct, obtain and review search results;	0.80
Apr-07-25	A. Slota	Attend to ongoing Ontario, Manitoba, Alberta, and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; obtain and review search results;	0.20
Apr-08-25	T. Li	Coordinate and review additional lien and due diligence searches in respect of various sales; review of draft discharges; review of due diligence summaries and Attend to related discharge and security matters;	1.50
Apr-08-25	J. Noel	Review PPSA searches regarding lien releases; correspond with Quebec counsel regarding draft discharges;	4.40
Apr-08-25	A. Glover	Review PPSA searches in connection with sale 079(A) (Brandt);	0.20
Apr-08-25	E. Curtis	Review of initial searches and reporting results to prepare draft discharges;	1.50
Apr-08-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; instruct clerks to prepare draft discharges; review draft discharges; instruct clerks to file PPSA discharges;	1.90
Apr-08-25	A. Slota	Attend to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.50
Apr-08-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review search results;	0.30
Apr-08-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of four VINs; conduct searches;	0.50
Apr-08-25	A. Slota	Attend to ongoing nationwide provincial (save for Quebec) PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-08-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 069;	0.50

Date	Name	Description	Hours
Apr-08-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 073;	0.50
Apr-08-25	T. Konechny	Attend to drafting Ontario PPSA partial discharges and discharge in respect of sale 102(A); filing same;	0.40
Apr-08-25	N. Levine	Correspondence regarding missing VINs; call with client regarding same;	0.30
Apr-09-25	T. Li	Correspondence and discussions with working group in respect of open sale transactions and due diligence; review of due diligence results and draft discharges; coordinating Quebec discharges and correspondence in respect of power of attorney and Quebec matters; Attend to other lien discharge and security matters;	1.60
Apr-09-25	J. Noel	Review PPSA search results and draft discharges regarding lien releases;	4.50
Apr-09-25	J. Trinh	Prepare draft PPSA discharge in respect of non RBC syndicate lien relating to sale 069; attend to registration of same; receive and review PPSA confirmation/verification statement;	0.40
Apr-09-25	E. Curtis	Review of initial searches;	0.80
Apr-09-25	H. Dylewski	Prepare draft PPSA discharge financing statement relating to non-RBC syndicate liens pertaining sale 073; attend to the registration of financing statement; receive confirmation/verification statement of same; provide report with respect to same;	0.50
Apr-09-25	H. Dylewski	Prepare draft PPSA discharge financing statement relating to non-RBC syndicate liens pertaining sale 067;	0.20
Apr-09-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to non-RBC syndicate liens pertaining sale 058;	0.30
Apr-09-25	E. Curtis	Correspondence with A&M to communicate draft discharges;	0.30
Apr-09-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges;	3.30
Apr-09-25	A. Glover	Review draft discharges in respect of sales nos. 069 and 073; review searches in respect of sale 079(A);	1.70
Apr-09-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-09-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-09-25	A. Slota	Attend to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-09-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of four VINs; obtain and review search results;	0.50
Apr-10-25	K. Seo	Review PPSA searches; coordinating discharge of liens;	1.40

Date	Name	Description	Hours
Apr-10-25	T. Li	Correspondence and discussions with working group in respect of open sale transactions and due diligence; review of due diligence results and draft discharges; review of Manitoba PPSA and regulations thereto in respect of certain discharges and correspondence with S. Rothery regarding same; review of lien discharge order and collateral management order;	1.80
Apr-10-25	J. Trinh	Prepare draft discharge financing statement in respect of non-RBC syndicate lien for sale 099;	0.20
Apr-10-25	J. Trinh	Prepare draft discharge financing statement in respect of non-RBC syndicate lien for sale 095;	0.20
Apr-10-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to non-RBC syndicate liens pertaining sale 078;	0.30
Apr-10-25	H. Dylewski	Prepare draft PPSA discharge financing statement relating to non-RBC syndicate liens pertaining sale 079(B);	0.20
Apr-10-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to non-RBC syndicate liens pertaining sale 062(A);	1.00
Apr-10-25	E. Curtis	Review of initial search summaries; review of bringdown searches in connection with sale notice;	1.80
Apr-10-25	A. Glover	Review searches in respect of sale 080 and request draft discharges in respect of same; revise discharges for Manitoba registrations for sale 050;	1.80
Apr-10-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; instruct clerks to prepare draft discharges;	1.50
Apr-10-25	T. Konechny	Attend to drafting Manitoba PPSA partial discharges in respect of sale 050;	0.30
Apr-10-25	T. Konechny	Attend to drafting Manitoba and Ontario PPSA partial discharges in respect of sale 79A;	0.40
Apr-10-25	N. Levine	Email with company counsel; call with client; correspondence regarding discharges;	0.30
Apr-10-25	S. Kukulowicz	Telephone attendance with N. Levine regarding status;	0.20
Apr-10-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-10-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-11-25	T. Li	Correspondence and discussions with working group in respect of open sale transactions and due diligence; review of due diligence results and draft discharges; call with working group in respect of changes to lien discharge protocol and comments to due diligence summaries and certain draft lien discharges; Attend to related lien release and security review matters;	2.60
Apr-11-25	K. Seo	Review PPSA searches; coordinating discharge of liens;	5.90

Date	Name	Description	Hours
Apr-11-25	J. Noel	Review PPSA search results and draft discharges regarding lien releases; discussions with lending team regarding lien release process;	4.10
Apr-11-25	J. Trinh	Prepare draft PPSA discharge financing statements in respect of non-RBC syndicate liens in respect of sale 109; attend to registration of same; receive and review PPSA confirmation/verification statements;	0.70
Apr-11-25	J. Trinh	Prepare draft PPSA discharge financing statements in respect of non-RBC syndicate liens in respect of sale 058B;	0.60
Apr-11-25	E. Curtis	Review of sale notices 105, 109, 79(B); review of draft discharges; correspondence with A&M to communicate discharges; review search summaries; internal meeting;	3.10
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC and non-syndicate liens pertaining sale 105; attend to the registration of financing statement; receive confirmation/verification statement of same;	0.60
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 102(B); attend to the registration of financing statement; receive confirmation/verification statement of same;	0.60
Apr-11-25	H. Dylewski	Attend to the registration of financing statements relating to the non-syndicate liens pertaining to sale 105; receive confirmations/verification statements of same; provide report with respect to same;	0.40
Apr-11-25	H. Dylewski	Attend to the registration of MB PPSA financing statement relating to sale 079(B); receive verification statement of same; provide report with respect to same;	0.20
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 109; attend to the registration of financing statement; receive confirmation/verification statement of same;	0.40
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 079(B); attend to the registration of financing statement; receive confirmation/verification statement of same; provide report with respect to same;	0.60
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statement relating to non-syndicate liens pertaining sale 080;	0.30
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 093; attend to the registration of financing statement; receive confirmation/verification statement of same; provide report with respect to same;	0.60
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 062(A) ; attend to the registration of financing statements relating to the RBC and non-syndicate liens; receive confirmation/verification statement of same; provide report with respect to same;	1.90

Date	Name	Description	Hours
Apr-11-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 108; attend to the registration of financing statement; receive confirmation/verification statement of same; provide report with respect to same;	0.60
Apr-11-25	A. Glover	Review and report on PPSA searches for sale 081 (Brandt); review and instruct clerks to discharge registrations in respect of sale 062 (Velocity); review of initial PPSA searches in respect of sale 108 (Velocity); Internal working group call in respect of ongoing Pride matters;	2.50
Apr-11-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; instruct clerk to order PPSA searches; review PPSA searches; Instruct clerks to prepare draft discharges; discussion with T. Li, J. Noel, E. Curtis, A. Glover and K. Seo regarding lien discharge process;	6.40
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 102(B);	0.40
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 079(B);	0.40
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 062(A);	1.20
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 105;	0.80
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 109;	0.80
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 108;	0.40
Apr-11-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 093;	0.40
Apr-11-25	N. Levine	Call with client; review emails; review documents;	0.70
Apr-11-25	S. Kukulowicz	Review of emails regarding no back-funder VIN and discussed same with N. Levine;	0.30
Apr-11-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of eight VINs; conduct, obtain and review initial searches;	0.80
Apr-11-25	A. Slota	Attend to provincial (all provinces, save for Quebec) PPSA VIN due diligence search request matters in respect of 11 VINs; conduct, obtain and review initial search results;	2.00
Apr-11-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30
Apr-11-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial search results;	0.20
Apr-11-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-11-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request	0.30

Date	Name	Description	Hours
		matters in respect of three VINs; conduct searches;	
Apr-11-25	A. Slota	Attend to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-11-25	A. Slota	Attend to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-11-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conducting, obtain and review initial searches;	0.20
Apr-11-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conducting searches;	0.20
Apr-13-25	A. Glover	Review and report on PPSA searches in connection with sales 106 and 107; order draft discharges in connection with sales 106 and 107;	1.70
Apr-14-25	E. Curtis	Review draft discharges; review bring-downs; report completed sales to A&M;	3.80
Apr-14-25	J. Noel	Coordinate PPSA searches and lien discharges regarding sale notices and potential sale notices; review PPSA searches regarding lien releases; correspond with A&M regarding diligence searches; correspond with Quebec counsel regarding lien releases;	2.50
Apr-14-25	T. Li	Review of due diligence searches and draft discharges; correspondence with working group regarding same;	1.10
Apr-14-25	J. Trinh	Prepare draft PPSA discharge financing statements in respect of non-RBC syndicate liens in respect of sale 106;	0.20
Apr-14-25	J. Trinh	Prepare draft PPSA discharge financing statements in respect of non-RBC syndicate liens in respect of sale 107;	0.20
Apr-14-25	C. Potter	Matters regarding discharges and correspondence regarding the same;	0.30
Apr-14-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 050; attend to the registration of financing statements; receive confirmations/verification statements of same;	1.00
Apr-14-25	H. Dylewski	Continue receiving confirmation/verification statement pertaining to sale 102(B); providing report with respect to same;	0.50
Apr-14-25	H. Dylewski	Continue receiving confirmation/verification statement pertaining to sale 109; providing report with respect to same;	0.50
Apr-14-25	H. Dylewski	Continue receiving confirmation/verification statement pertaining to sale 105; providing report with respect to same;	0.50
Apr-14-25	M. Clarkson-Maciel	Analysis on TPine EV charging station lease with Walmart and consideration of business approach on the same; conference with N. Levine regarding analysis; conference with A&M regarding the same;	4.00

Date	Name	Description	Hours
Apr-14-25	E. Fetahu	Attend to corporate searches; obtaining copies of corporate documents; email correspondence and discussions with agent with respect to searches and search summary; review search results and prepare report with respect to same; email correspondence and discussions with N. Levine;	0.20
Apr-14-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct clerks to prepare and file draft lien discharges; correspondence with client regarding lien discharges;	1.80
Apr-14-25	A. Glover	Review bringdown searches in connection with sale 079(B) and report to A&M in respect of same; review draft discharges in connection with sale 050 and sale 108;	1.80
Apr-14-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-14-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 050;	1.00
Apr-14-25	T. Konechny	Attend to drafting and filing Manitoba non-RBC PPSA discharges in respect of sale 050;	0.40
Apr-14-25	T. Konechny	Attend to drafting British Columbia non-RBC PPSA discharge in respect of sale 108; filing same;	0.20
Apr-14-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-14-25	A. Slota	Attend to ongoing provincial (all provinces, save for Quebec) PPSA VIN due diligence search request matters in respect of 11 VINs; obtain and review search results;	2.00
Apr-14-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-14-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-14-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.10
Apr-14-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain an review search results;	0.30
Apr-14-25	A. Slota	Attend to Ontario, Manitoba, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of four VINs; conduct, obtain and review initial searches;	0.50
Apr-14-25	A. Slota	Attend to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-14-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN	0.20

Date	Name	Description	Hours
		due diligence search request matters in respect of one VIN; obtain and review search results;	
Apr-14-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-14-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of four VINs; conduct searches;	0.40
Apr-14-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.10
Apr-14-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of four VINs; conduct searches;	0.40
Apr-14-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of two VINs; conduct searches;	0.20
Apr-14-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of eight VINs; obtain and review searches;	0.80
Apr-14-25	A. Slota	Attend to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-14-25	A. Slota	Attend to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-14-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-14-25	N. Levine	Emails regarding discharges; review leases; call with Walmart regarding same; draft email to Walmart; discuss same with client;	1.80
Apr-15-25	J. Noel	Review sale notices and potential sale notices.	0.30
Apr-15-25	E. Curtis	Review draft discharges; review potential sale searches;	1.60
Apr-15-25	K. Seo	Review PPSA searches; coordinate discharge of liens;	0.20
Apr-15-25	T. Li	Correspondence with working group in respect of novel security registrations and review of same; review of PPSA lien discharges and proposed discharge mechanics in respect of certain vehicle; review of orders; Attend to other lien discharge and security release matters;	1.50
Apr-15-25	M. Clarkson-Maciel	Draft correspondence with Daimler regarding EV chargers; call with A&M regarding the same;	1.50
Apr-15-25	A. Glover	Review bringdown searches in respect of sale 062(A) and summarize RSLA liens; draft email to A&M in respect of RSLA liens found for sale 062(A);	3.30
Apr-15-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspondence with client regarding lien discharges;	1.10
Apr-15-25	N. Levine	Address charger issues; correspondence regarding liens;	0.60

Date	Name	Description	Hours
		review appeal materials;	
Apr-15-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of two VINs; obtain and review search results;	0.20
Apr-15-25	A. Slota	Attend to ongoing Ontario, Manitoba, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of four VINs; obtain and review search results;	1.00
Apr-15-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of four VINs; obtain and review search results;	0.40
Apr-15-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-15-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-15-25	A. Slota	Attend to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-15-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of four VINs; obtain and review search results;	0.40
Apr-15-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-15-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-15-25	S. Kukulowicz	Review of materials regarding motion for leave to appeal; review of emails regarding Walmart;	0.50
Apr-16-25	J. Noel	Coordinate PPSA searches and lien discharges regarding sale notices and potential sale notices;	1.20
Apr-16-25	E. Curtis	Review active sale draft discharges;	0.50
Apr-16-25	K. Seo	Review PPSA searches; coordinate discharge of liens;	2.20
Apr-16-25	T. Li	Review of PPSA lien summaries and draft discharges; review of amended court orders;	0.80
Apr-16-25	M. Clarkson-Maciel	Correspondence with counsel for Daimler regarding Daimler's potential security interest in EV chargers also subject to the syndicate's security interest;	0.10
Apr-16-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 039; attend to the registration of financing statements; receive confirmation/verification statement of same; provide report with respect to same;	2.00
Apr-16-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges;	0.20
Apr-16-25	E. Hyderman	Correspondence with N. Levine regarding served Motion	0.10

Date	Name	Description	Hours
		Record;	
Apr-16-25	A. Glover	Review PPSA searches in connection with sale 111;	0.40
Apr-16-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30
Apr-16-25	N. Levine	Review motion materials; emails regarding liens; correspondence regarding chargers;	0.50
Apr-16-25	S. Kukulowicz	Review of Pride motion record regarding Sweetwater transaction and Roynat distribution;	0.30
Apr-17-25	J. Noel	Coordinate PPSA searches and lien discharges regarding sale notices and potential sale notices;	0.70
Apr-17-25	K. Seo	Review PPSA searches; coordinate discharge of liens;	2.50
Apr-17-25	T. Li	Review of various PPSA and due diligence searches and summaries; calls and correspondence with working group in respect of certain PPSA registrations; meeting with M. Clarkson-Maciel in respect of lien discharge order and second amended and restated collateral management order; review orders and consider issue of certain judgment liens identified in due diligence results against vehicles;	2.60
Apr-17-25	J. Trinh	Prepare draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to sale 075;	0.20
Apr-17-25	J. Trinh	Prepare draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to sale 124;	0.20
Apr-17-25	J. Trinh	Prepare draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to sale 122;	0.30
Apr-17-25	J. Trinh	Prepare draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to sale 123;	0.20
Apr-17-25	J. Trinh	Prepare draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to sale 076;	0.20
Apr-17-25	M. Clarkson-Maciel	Conference with S. Kukulowicz regarding funds flow distributions to administrative agent; analysis of motion record for the applicants regarding the sale of US assets to review relevance to the Manager; consideration of funds flow distribution language proposed by administrative agent; conference with T. Li regarding lien storage release language as it applies to certain writ of executions arising from repair and storage activities over Management Property; numerous correspondence with client regarding the same;	3.60
Apr-17-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; discussion with T. Li regarding Report of Seizure and Writ of Enforcement in Alberta with respect to one VIN;	1.40
Apr-17-25	A. Glover	Review Alberta searches in respect of sale 111 and internal working group discussion in respect of same;	0.60
Apr-17-25	E. Curtis	Review potential sale notices for non-syndicate liens;	0.60
Apr-17-25	N. Levine	Emails regarding distributions and motion record; confer	0.30

Date	Name	Description	Hours
		with team regarding same;	
Apr-17-25	S. Kukulowicz	Review of emails regarding CM distributions and discussed direction terms with M. Clarkson-Maciel; review of the Monitor's 25th Report;	0.90
Apr-17-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of three VINs; conduct, obtain and review initial searches;	0.60
Apr-17-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of two VINs; conduct, obtain and review initial searches;	0.40
Apr-17-25	A. Slota	Attend to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-17-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-17-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30
Apr-17-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-17-25	A. Slota	Attend to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-20-25	N. Levine	Consider variance report and Monitor's materials; correspond with client;	0.60
Apr-21-25	J. Noel	Review PPSA searches regarding lien releases; coordinate PPSA searches and draft discharges with respect to sale notices and potential sale notices;	1.80
Apr-21-25	K. Seo	Review PPSA searches; coordinate discharge of liens;	0.40
Apr-21-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 118;	1.10
Apr-21-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 119;	1.40
Apr-21-25	A. Glover	Draft correspondence in respect of Alberta writ of execution hits in connection with sale 111;	0.60
Apr-21-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-21-25	A. Slota	Attend to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-21-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of two VINs; obtain and review search results;	0.20
Apr-21-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30

Date	Name	Description	Hours
Apr-21-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conduct searches;	0.50
Apr-21-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-21-25	N. Levine	Emails regarding charges; work on letter; revise letter; review update regarding direction;	0.50
Apr-21-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of five VINs; conduct searches;	0.50
Apr-21-25	A. Slota	Attend to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.30
Apr-21-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-21-25	M. Clarkson-Maciel	Drafting letter to SBTC regarding VIN incorrectly transferred to manager; correspondence with A&M regarding the same; coordinating mailing of letter;	1.90
Apr-22-25	J. Noel	Coordinate PPSA searches and lien discharges regarding sale notices and potential sale notices; review PPSA searches and draft discharges;	5.50
Apr-22-25	J. Trinh	Prepare draft PPSA discharges relating to Non-RBC syndicate liens relating to sale 117;	0.50
Apr-22-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; correspondence and calls with working group regarding ongoing vehicle sales and MTO searches; draft and send reporting e-mail to N. Levine and C. Potter in respect of certain specialized liens and analysis of orders and legal research regarding same;	1.80
Apr-22-25	J. Trinh	Prepare draft PPSA discharges relating to Non-RBC syndicate liens relating to sale 118;	0.30
Apr-22-25	J. Trinh	Attend to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 111; receive and review confirmation/verification statements;	0.80
Apr-22-25	J. Trinh	Attend to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 120; receive and review confirmation/verification statements;	0.80
Apr-22-25	J. Trinh	Prepare draft PPSA discharges relating to Non-RBC syndicate liens relating to sale 119;	0.30
Apr-22-25	J. Trinh	Attend to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 117; receive and review confirmation/verification statements;	0.80
Apr-22-25	H. Dylewski	Attend to the registration of PPSA financing statements pertaining sale 119; receive confirmation/verification statement of same; provide report with respect to same;	1.40
Apr-22-25	H. Dylewski	Attend to the registration of PPSA financing statements pertaining sale 118; receive confirmation/verification	0.80

Date	Name	Description	Hours
		statements of same; provide report with respect to same;	
Apr-22-25	A. Glover	Report on PPSA search results for sale 111 and request corresponding discharges; review PPSA search results for sale 112 and correspondence with A&M regarding same; report on PPSA search results for sale 118, request corresponding discharges and review same; review discharges for sale 122;	4.80
Apr-22-25	E. Curtis	Review active sale searches and bringdown searches; report to A&M; update internal tracker; review searches required as potential sales;	5.80
Apr-22-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtain and review search results;	0.50
Apr-22-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of five VINs; obtain and review search results;	0.50
Apr-22-25	T. Konechny	Attend to drafting Ontario and Alberta PPSA partial discharges for non-RBC liens in respect of sale 111;	0.40
Apr-22-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-22-25	N. Levine	Review sale notices; review record; emails regarding record and DIP issues;	0.60
Apr-23-25	J. Noel	Review and coordinate PPSA searches and lien discharges; discussions with K. Seo and T. Li regarding file administration;	1.30
Apr-23-25	K. Seo	Review PPSA searches; coordinate discharge of liens;	2.20
Apr-23-25	J. Trinh	Revise draft PPSA discharge financing statement relating to Non-RBC syndicate liens relating to sale 117;	0.20
Apr-23-25	J. Trinh	Attend to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 125; receive and review confirmation/verification statements;	0.80
Apr-23-25	J. Trinh	Attend to registration of PPSA discharges relating to Non-RBC syndicate liens relating to sale 122; receive and review confirmation/verification of same;	0.30
Apr-23-25	J. Trinh	Attend to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 121; receive and review confirmation/verification statements;	0.80
Apr-23-25	J. Trinh	Attend to registration of PPSA discharges relating to Non-RBC syndicate liens relating to sale 119; receive and review confirmation/verification of same;	0.30
Apr-23-25	C. Potter	Matters regarding PPSA discharges and related matters; correspondence regarding the same;	0.40
Apr-23-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; correspondence and calls with working group regarding ongoing vehicle sales and MTO searches; review of MTO search results and summarize same; coordinating	2.60

Date	Name	Description	Hours
		Quebec discharges and correspondence regarding same;	
Apr-23-25	J. Trinh	Prepare PPSA discharges relating to Non-RBC syndicate liens relating to sale 125;	0.50
Apr-23-25	J. Trinh	Attend to registration of PPSA discharges relating to Non-RBC syndicate liens relating to sale 118; receive and review confirmation/verification of same;	0.40
Apr-23-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 122; attend to the registration of financing statements; receive confirmations/verification statements of same;	1.00
Apr-23-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review correspondence from client regarding vehicle sales and lien discharges;	0.30
Apr-23-25	A. Glover	Review and report on PPSA searches registered in connection with sales 112 and 113; correspondence with A&M in respect of liens representing special issues; review draft discharges for sale 119;	2.00
Apr-23-25	E. Curtis	Review draft discharges for active sales; potential sale notices;	2.50
Apr-23-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-23-25	A. Slota	Attend to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-23-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of four VINs; conduct, obtain and review initial searches;	0.50
Apr-23-25	A. Slota	Attend to Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of one VIN;	0.30

Date	Name	Description	Hours
		conduct, obtain and review initial searches;	
Apr-23-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-23-25	A. Slota	Attend to Ontario, Manitoba and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.30
Apr-23-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review initial searches;	0.20
Apr-23-25	A. Slota	Attend to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of tow VINs; conduct, obtain and review initial searches;	0.50
Apr-23-25	N. Levine	Call with client;	0.20
Apr-24-25	J. Noel	Review draft PPSA discharges regarding lien releases; discussions with lending team regarding lien releases;	0.70
Apr-24-25	K. Seo	Update tracking documents;	3.80
Apr-24-25	J. Trinh	Prepare draft PPSA discharge relating to Non-RBC syndicate liens relating to sale 112;	0.20
Apr-24-25	J. Trinh	Attend to MTO VIN searches in respect of two VINs; receive results and providing report with respect to same;	0.30
Apr-24-25	J. Trinh	Attend to registration PPSA discharges relating to Non-RBC syndicate liens relating to sale 125; receive and review verification of same;	0.10
Apr-24-25	J. Trinh	Attend to registration PPSA discharges relating to Non-RBC syndicate liens relating to sale 117; receive and review confirmation/verification of same;	0.40
Apr-24-25	J. Trinh	Prepare draft PPSA discharge relating to Non-RBC syndicate liens relating to sale 113;	0.10
Apr-24-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; correspondence and calls with working group regarding ongoing vehicle sales and MTO searches;	1.30
Apr-24-25	H. Dylewski	Attend to the registration of PPSA financing statements pertaining sale 22(A); receive confirmation/verification statement of same; provide report with respect to same;	1.00
Apr-24-25	E. Curtis	Review searches for potential sale notices; reporting to A&M for sale 120, 121, 122 and 117;	1.00
Apr-24-25	E. Curtis	Review active sale bring down for sale no. 111, 120, 125 and 121;	1.30
Apr-24-25	E. Hyderman	Review endorsement in connection with April 23 hearing;	0.20
Apr-24-25	A. Glover	Review draft discharges for sale 125; review draft discharges on sale 22(A); review bringdown searches and	4.00

Date	Name	Description	Hours
		report on same to A&M for sale 117; review bringdown searches and report on same to A&M for sale 125; review bringdown searches and report on same to A&M for sale 122; review initial searches for sales 114, 116 and 126 and report to T. Li and order draft discharges in respect of same;	
Apr-24-25	T. Konechny	Attend to filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 022(A);	0.30
Apr-24-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-24-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-24-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-24-25	A. Slota	Attend to ongoing Ontario, Manitoba and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.30
Apr-24-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.10
Apr-24-25	A. Slota	Attend to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.30
Apr-24-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-24-25	A. Slota	Attend to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.30
Apr-24-25	A. Slota	Attend to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.30
Apr-24-25	A. Slota	Attend to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of four VINs; obtain and review searches;	0.30
Apr-24-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30
Apr-24-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of the following: 1XKYD49XXRJ346518; obtain and review search results, further to same;	0.10
Apr-24-25	A. Slota	Attend to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of two VINs; obtain and review searches;	0.50
Apr-24-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search	0.10

Date	Name	Description	Hours
		request matters in respect of one VIN; obtain and review search results;	
Apr-24-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-24-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.10
Apr-24-25	A. Slota	Attend to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.20
Apr-24-25	A. Slota	Attend to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of four VINs; conduct, obtain and review initial searches;	0.70
Apr-24-25	A. Slota	Attend to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of three VINs; conduct, obtain and review initial searches;	0.80
Apr-24-25	A. Slota	Attend to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of one VIN; obtain and review searches;	0.30
Apr-24-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct searches;	0.20
Apr-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 074;	0.40
Apr-25-25	J. Noel	Discussions with K. Seo regarding file administration; review lien releases and sale notices;	0.90
Apr-25-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; revise and finalize reporting to client in respect of Alberta seizure and judgment liens; correspondence and calls with working group regarding ongoing vehicle sales and MTO searches;	1.10
Apr-25-25	K. Seo	Update tracking documents;	1.30
Apr-25-25	J. Trinh	Prepare draft PPSA discharge relating to Non-RBC syndicate liens relating to sale 126;	0.20
Apr-25-25	J. Trinh	Prepare draft PPSA discharge relating to Non-RBC syndicate liens relating to sale 114;	0.30
Apr-25-25	J. Trinh	Prepare draft PPSA discharge relating to Non-RBC syndicate liens relating to sale 116;	0.20
Apr-25-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review correspondence from client regarding vehicle sales and lien discharges;	0.70
Apr-25-25	A. Glover	Request additional discharges in respect of sale 111 and review correspondence regarding same;	0.30
Apr-25-25	E. Curtis	Review of sale notices 115 and 074, 22(A) bringdowns;	1.50
Apr-25-25	T. Konechny	Attend to drafting Alberta PPSA amendment and discharge in respect of sale 111 for non-RBC liens;	0.40

Date	Name	Description	Hours
Apr-25-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 115;	0.40
Apr-25-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-25-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-25-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of one VIN; obtain and review search results;	0.20
Apr-25-25	N. Levine	Prepare documents for client; work on Walmart issues;	0.60
Apr-25-25	A. Slota	Attend to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of four VINs; obtain and review searches;	0.30
Apr-25-25	A. Slota	Attend to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of three VINs; obtain and review searches;	0.80
Apr-28-25	J. Noel	Review draft PPSA discharges;	0.30
Apr-28-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; review and consider court orders in light of specialized liens against certain collateral; correspondence and calls with working group regarding ongoing vehicle sales and MTO searches;	1.20
Apr-28-25	E. Curtis	Review draft discharges sale 111; update internal tracker; review searches for sale 128;	1.10
Apr-28-25	K. Seo	Update tracking documents; review PPSA searches;	0.70
Apr-28-25	J. Trinh	Attend to MTO VIN search in respect of two VINs;	0.30
Apr-28-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.80
Apr-28-25	H. Dylewski	Prepare draft PPSA discharge financing statements relating to RBC syndicate liens pertaining sale 128; attend to the registration of financing statements; receive confirmations/verification statements of same;	1.10
Apr-28-25	A. Glover	Report to T. Li on sales 127, 128 and 129; review draft discharges for sale 111;	1.70
Apr-28-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review search results;	0.30
Apr-28-25	A. Slota	Attend to British Columbia PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review search results;	0.30
Apr-28-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30
Apr-28-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of one VIN; conduct, obtain and review	0.30

Date	Name	Description	Hours
		search results;	
Apr-28-25	T. Konechny	Attend to drafting British Columbia PPSA discharge in respect of sale 102(A); filing same;	0.20
Apr-28-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 128;	0.60
Apr-28-25	N. Levine	Emails regarding Walmart; emails regarding lien discharges;	0.20
Apr-29-25	J. Noel	Review draft PPSA discharges;	0.20
Apr-29-25	T. Li	Review of draft lien discharges and search summaries; review of orders; correspondence with Calgary lending and insolvency specialists in respect of certain enforcement and workers' compensation liens; correspondence with E. Curtis in respect of Quebec matters and review of Quebec power of attorney;	1.30
Apr-29-25	E. Curtis	Attend to Special Request 017; review and correspondence with client regarding sale 128;	5.50
Apr-29-25	K. Seo	Manage file matters; facilitate and review searches;	4.20
Apr-29-25	J. Trinh	Attend to matters pertaining to AB PPSA discharge of seizure and execution under the PPR pertaining to sale 111;	0.30
Apr-29-25	H. Dylewski	Prepare draft PPSA discharge financing statement relating to non-RBC syndicate liens pertaining sale 129;	0.20
Apr-29-25	H. Dylewski	Prepare draft PPSA discharge financing statement relating to non-syndicate liens pertaining sale 128;	0.20
Apr-29-25	H. Dylewski	Continue receiving confirmations/verification statements relating to RBC syndicate liens pertaining sale 128; provide report with respect to same;	0.50
Apr-29-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspondence with client regarding lien discharges;	3.70
Apr-29-25	M. Clarkson-Maciel	Consideration of next steps regarding mailing of notice letter to SBTC Transport;	0.30
Apr-29-25	H. Dylewski	Attend to the registration of financing statements pertaining to sale 111; receive confirmations/verification statements of same; correspondence with working group with respect to same;	0.40
Apr-29-25	A. Glover	Internal working group call in respect of writ of enforcement liens to be discharged for sale 111; review searches for sales 131 and 132 and report to T. Li on same; order draft discharges for sales 131 and 132; correspondence with A&M;	1.90
Apr-29-25	J. Oliver	Review background; draft emails to and review e-mails from T. Li regarding priority matters;	0.40
Apr-29-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review search results;	0.30
Apr-29-25	A. Slota	Attend to Ontario PPSA VIN due diligence search request matters in respect of three VINs; conduct searches;	0.30

Date	Name	Description	Hours
Apr-29-25	A. Slota	Attend to PPSA VIN due diligence search request matters (all provinces, save for Quebec) in respect of one VIN; conduct, obtain and review all search results;	1.80
Apr-29-25	N. Levine	Discuss Walmart update with client; respond to lien questions;	0.20
Apr-30-25	T. Li	Review of draft lien discharges and search summaries; review of orders; correspondence with Calgary lending and insolvency specialists in respect of certain enforcement and workers' compensation liens;	0.90
Apr-30-25	K. Seo	Facilitate and review searches;	2.00
Apr-30-25	E. Curtis	Review searching and draft discharges;	0.20
Apr-30-25	J. Trinh	Prepare draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of sale 130;	0.20
Apr-30-25	J. Trinh	Prepare draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of sale 134;	0.20
Apr-30-25	J. Trinh	Prepare draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of sale 132;	0.20
Apr-30-25	J. Trinh	Prepare draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of sale 135;	0.20
Apr-30-25	J. Trinh	Prepare draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of sale 131;	0.20
Apr-30-25	J. Trinh	Prepare draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of sale 136;	0.20
Apr-30-25	C. Potter	Matters regarding discharges and correspondence regarding the same;	0.40
Apr-30-25	H. Dylewski	Attend to the registration of PPSA financing statements pertaining to sale 128; receive confirmations/verification statements of same; correspondence with working group with respect to same;	0.50
Apr-30-25	H. Dylewski	Receive and review Ontario PPSA verification statements relating to sale 111;	0.20
Apr-30-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspondence with client regarding lien discharges;	2.10
Apr-30-25	E. Hyderman	Preliminary review of materials served in connection with June 4, 2025, hearing;	0.20
Apr-30-25	A. Glover	Report to A&M on sale 128; internal working group discussion regarding sale 133;	0.60
Apr-30-25	A. Slota	Attend to ongoing Ontario PPSA VIN due diligence search request matters in respect of three VINs; obtain and review all search results;	0.30
Apr-30-25	A. Slota	Attend to (AB, SK, MB, NB, NS, NL and PEI) PPSA VIN due diligence search request matters in respect of the following: 1GR1A0623PK519722, 3AKJHHDR1KSKC5493, 2M5921611P1209770 and 3H3V532K1PJ420207; conduct, obtain and review all search results, further to same;	2.80

Date	Name	Description	Hours
Apr-30-25	A. Slota	Attend to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of four VINs; conduct, obtain and review initial search results;	1.20
Apr-30-25	N. Levine	Correspond with client regarding liens;	0.20
Apr-30-25	S. Kukulowicz	Review of the Syndicate's responding motion record;	0.40
Apr-30-25	M. Clarkson-Maciel	Call with S. Thaper regarding vehicle owned by SBTC Transport that was collected by manager; correspondence on the same;	0.60

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Potter, Carla	Partner	1.90	840.00	1,596.00
Oliver, Jeffrey	Partner	0.40	1,000.00	400.00
Levine, Natalie	Partner	9.40	1,025.00	9,635.00
Kukulowicz, Shayne	Partner	2.60	1,650.00	4,290.00
Noel, J'Davia	Associate	33.70	525.00	17,692.50
Li, Timon	Associate	30.00	550.00	16,500.00
Curtis, Erin	Associate	46.80	500.00	23,400.00
Seo, Kevin	Associate	33.80	500.00	16,900.00
Rothery, Shae	Associate	44.00	500.00	22,000.00
Clarkson-Maciel, Matteo	Associate	12.00	700.00	8,400.00
Glover, Anna	Associate	39.40	500.00	19,700.00
Hyderman, Eva	Associate	0.90	500.00	450.00
Konechny, Tiffany	Law Clerk / Paralegal	17.90	450.00	8,055.00
Trinh, Julia	Law Clerk / Paralegal	15.40	500.00	7,700.00
Dylewski, Hannah	Law Clerk / Paralegal	27.80	400.00	11,120.00
Fetahu, Edona	Law Clerk / Paralegal	0.20	345.00	69.00
Slota, Alex	Law Clerk / Paralegal	62.60	450.00	28,170.00
TOTAL (CAD)		**378.80**		**196,077.50**

Our Fees	196,077.50	
Less Discount	(19,607.75)	
Total Fees	176,469.75	
HST @ 13.00%	22,941.07	
TOTAL FEES & TAXES (CAD)		**199,410.82**

DISBURSEMENT SUMMARY		
Non-Taxable Disbursements		
Electronic Due Diligence	3,415.75	
PPSA - Registration/Applic./Discharges	3,514.00	
BC Online - PPSA Search/Registrations	437.00	
Driver's License Searches	56.00	
Agency Fees and Disbursements	14.95	
Corporate Filings	528.00	
Total Non-Taxable Disbursements	7,965.70	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	15,175.20	
Electronic Due Diligence	6,512.00	
Delivery	110.88	
Agency Fees and Disbursements	13,598.55	
Total Taxable Disbursements	35,396.63	
HST @ 13.00%	4,601.56	
Total Taxable Disbursements & Taxes	39,998.19	
TOTAL DISBURSEMENTS & TAXES (CAD)		**47,963.89**
TOTAL FEES		**176,469.75**
TOTAL DISBURSEMENTS		**43,362.33**
TOTAL TAXES		**27,542.63**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)		**247,374.71**

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2282592	05/26/25	247,374.71	0.00	247,374.71
2282532	05/26/25	238,725.38	0.00	238,725.38
TOTAL (CAD)		**486,100.09**	**0.00**	**486,100.09**

Cassels

Invoice No:	2286742
Date:	June 30, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer: Kukulowicz, Shayne
Tel.: (416) 860-6463
E-mail: SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including May 31, 2025

Our Fees	133,645.00
Disbursements	30,662.70
Total Fees and Disbursements	164,307.70
HST @ 13.00%	20,361.58
TOTAL DUE (CAD)	**184,669.28**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2286742
Matter No.:	059366-00005
Amount:	**CAD 184,669.28**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
May-01-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	1.80
May-01-25	E. Curtis	Reviewing draft discharges in connection with sales 160-161; reviewing sale discharges in connection with Sale 111; corresponding with Quebec counsel regarding sale 55; corresponding with A&M regarding the completion of Sale 22(A);	2.50
May-01-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; meeting with N. Levine in respect of specialized lien against certain Alberta vehicles; correspondence and calls with working group regarding ongoing vehicle sales and MTO searches;	0.60
May-01-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 032; attending to the registration of financing statement; receiving confirmation and verification statement of same; Correspondence with working group with respect to same;	0.50
May-01-25	A. Glover	Correspondence in respect of sale 111 and internal working group discussion regarding same; review searches for sale 133;	1.70
May-01-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client regarding lien discharges;	1.30
May-01-25	J. Fleisher	Discussion with Timon regarding Quebec repair liens	0.30
May-01-25	N. Levine	Correspondence regarding liens; meet with T. Li;	0.40
May-01-25	J. Oliver	Reviewing background; drafting emails to and reviewing e-mails from T. Li regarding priority matters;	0.40
May-01-25	J. Trinh	Preparing draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of Sale 138;	0.20
May-01-25	J. Trinh	Preparing draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of Sale 139;	0.40
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 3 VINs; conducting, obtaining and reviewing initial search results;	0.90
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-01-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 4 VINs; obtaining and reviewing balance of all search results;	0.80
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request	0.20

Date	Name	Description	Hours
		matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 3 VINs; conducting searches;	0.30
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-01-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-02-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	2.80
May-02-25	E. Curtis	Reviewing draft discharges; corresponding with Quebec counsel regarding sale 55: review sale 55 discharges and reporting to A&M;	1.70
May-02-25	J. Noel	Review draft PPSA discharge regarding lien releases;	0.10
May-02-25	T. Li	Review of due diligence searches, draft discharges and lien summaries; correspondence with working group in respect of special liens and discharge documentation received from client; attending to other lien discharge and due diligence matters;	1.00
May-02-25	A. Glover	Report on PPSA searches in respect of sale 133; Order draft discharges for sale 133;	0.50
May-02-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client	1.80

Date	Name	Description	Hours
		regarding lien discharges;	
May-02-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
May-02-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
May-02-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
May-02-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-02-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of VIN; obtaining and reviewing balance of all search results;	0.20
May-02-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-02-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 3 VINs; obtaining and reviewing balance of all search results;	0.90
May-02-25	T. Konechny	Attend to drafting Alberta PPSA partial discharge in respect of non-RBC lien for sale 140;	0.20
May-02-25	T. Konechny	Attend to drafting Ontario PPSA partial discharge in respect of non-RBC lien for sale 133;	0.20
May-02-25	N. Levine	Review appellate materials; review variance report;	0.50
May-02-25	C. Potter	Matters regarding PPSA discharge and related matters; correspondence regarding the same;	0.30
May-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-02-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.10
May-02-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-02-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINs; obtaining and reviewing search results;	0.30
May-02-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario	0.20

Date	Name	Description	Hours
		PPSA VIN due diligence search request matters in respect of VIN; conducting searches;	
May-03-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	0.70
May-03-25	A. Glover	Review searches in respect of sales 141, 142 and 143;	1.30
May-04-25	J. Noel	Review sale notices and potential sale notices;	0.10
May-04-25	E. Curtis	Reviewing draft discharges regarding sale 146 and sale 67;	0.60
May-05-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	1.70
May-05-25	J. Noel	Review sale notices and potential sale notices;	0.10
May-05-25	T. Li	Review of due diligence searches and lien discharge summaries; review of orders and correspondence with working group in connection with ongoing vehicle sales; extensively review and consider special liens in connection with certain motor vehicle collateral in Alberta and calls and correspondence with Alberta restructuring and litigation specialists regarding same; attending to other lien discharge and security matters;	4.00
May-05-25	A. Glover	Report on sales 141, 142 and 143; review draft discharges for sales 067, 075 and 146; Internal working group discussion regarding worker's compensation board liens;	2.40
May-05-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 067; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.80
May-05-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 142;	0.30
May-05-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 075; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	1.60
May-05-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 146; attending to the registration of PPSA financing statements; receiving confirmations and verification statements of same; Correspondence with working group with respect to same;	1.20
May-05-25	H. Dylewski	Attending to the registration of PPSA financing statement pertaining to Sale 067; receiving verification statement of same; correspondence with working group with respect to same;	0.20
May-05-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges;	2.50

Date	Name	Description	Hours
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 3 VINs; conducting searches;	0.30
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINs; conducting searches;	0.20
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 3 VINs; conducting, obtaining and reviewing initial search results;	0.60
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches, further to same;	0.20
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-05-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.10
May-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 2 VINs; conducting, obtaining and reviewing initial search results;	0.40
May-05-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-05-25	T. Konechny	Attend to drafting PPSA partial discharges and discharges for sale 141 as to non-RBC liens;	0.40
May-05-25	N. Levine	Review Mitsubishi materials; correspondence regarding liens; calls with Cassels team and client; correspondence regarding Walmart;	0.90
May-05-25	J. Oliver	Drafting emails to and reviewing e-mails from T. Li regarding WCB, judgment and enforcement matters in Alberta;	0.30
May-05-25	J. Trinh	Attending to registration of PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of Sale 075; receiving and reviewing confirmation/verification of Ontario PPSA partial discharge; Correspondence with working group with respect to MB PPSA partial discharge of reg. no. 202105576805; attending to MB PPSA search in respect of reg. no. 202105576805; receiving and reviewing search result; Preparing draft MB PPSA discharge financing statement; attending to registration of same; receiving and reviewing MB PPSA confirmation;	0.50

Date	Name	Description	Hours
May-05-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 146; receiving and reviewing confirmation/verification statements;	1.00
May-06-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	1.00
May-06-25	J. Noel	Review PPSA searches regarding lien releases;	2.00
May-06-25	T. Li	Review of lien discharge summaries and related searches; correspondence with working group in respect of ongoing sales; review of orders and attending to related discharge and security matters;	0.80
May-06-25	A. Glover	Review searches in respect of sales 145 and 148; Report of on sale 148 to T. Li; review bringdown searches for sale 146; Report to A&M on sale 146;	2.70
May-06-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agents regarding lien discharges;	2.30
May-06-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-06-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-06-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 2 VINs; obtaining and reviewing balance of all search results;	0.30
May-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINs; obtaining and reviewing search results;	0.30
May-06-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 3 VIN; conducting, obtaining and reviewing balance of all search results;	0.60
May-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINs; obtaining and reviewing search results;	0.20
May-06-25	T. Konechny	Attend to drafting British Columbia PPSA partial discharge and discharge in respect of sale 144 as to non-RBC liens;	0.20

Date	Name	Description	Hours
May-07-25	J. Noel	Review PPSA searches regarding lien releases;	0.20
May-07-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	0.70
May-07-25	J. Trinh	Preparing draft PPSA discharge financing statements with respect to non-RBC syndicate liens in respect of Sale 156;	0.20
May-07-25	T. Li	Review of lien discharge summaries and related searches; correspondence with working group in respect of ongoing sales; call with M. Clarkson-Maciel in respect of lien and security structure in respect of certain original collateral; correspondence with clerks and Alberta specialists in respect of special liens and reporting to client on same;	2.40
May-07-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 152;	0.20
May-07-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 158;	0.20
May-07-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 150;	0.20
May-07-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 048; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.70
May-07-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 049; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.70
May-07-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 149;	0.50
May-07-25	M. Clarkson-Maciel	Analysis of Syndicate Collateral Management Order and related turnover orders regarding Manager powers in context of proposed sales of specific VINs;	4.60
May-07-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges;	2.30
May-07-25	A. Glover	Internal working group discussion regarding duplicated VIN across sales; Report to T. Li on sale 145 and order draft discharges regarding same;	0.90
May-07-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario	0.20

Date	Name	Description	Hours
		and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	
May-07-25	T. Konechny	Attend to drafting and filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 049;	0.30
May-07-25	T. Konechny	Attend to drafting and filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 048;	0.30
May-07-25	N. Levine	Call with client; draft email to Walmart and Canada Cartage; supervise research on sale issue;	0.90
May-08-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	0.70
May-08-25	J. Noel	Discussions with Cassels team regarding sale of Ryson; review PPSA rules regarding change of debtor.	1.00
May-08-25	J. Trinh	Correspondence with working group with respect to drafting non-RBC syndicate lien PPSA discharge financing statement in respect of sale 130 and inability to do so with respect to WCB registrations;	0.20
May-08-25	T. Li	Review of due diligence searches and lien discharge summaries; review of orders and correspondence with working group in connection with ongoing vehicle sales; calls with client in respect of Ryson sale matters and coordinate and review due diligence searches pertaining to certain Ryson sales; correspondence with M. Clarkson-Maciel and N. Levine in respect of sale of Ryson and consider implications on PPSA registrations; attending to other lien discharge and security matters;	2.30
May-08-25	A. Glover	Review bringdown searches for sale 048; report to A&M in respect of sale 048;	0.70
May-08-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 161;	0.40
May-08-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 159;	0.20
May-08-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 160;	0.20
May-08-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 145;	0.30
May-08-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 165;	0.20
May-08-25	M. Clarkson-Maciel	Drafting memo regarding analysis of order for third party asset sales; call with N. Levine regarding the same; analysis of amendment to Ryson dealer agreement as a result of Ryson sale; consideration of effect on PPSA registration with finance team;	3.30
May-08-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 154; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.70

Date	Name	Description	Hours
		Providing report of same;	
May-08-25	Im, Anita	Receiving and reviewing instructions; attending to corporate [redacted]; obtaining copies of corporate documents; reviewing search results and preparing report with respect to same; email correspondence with working group;	0.60
May-08-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agents regarding lien discharges; Discussion with N. Levine and T. Li regarding estimated discharge cost per vehicle sold in March 2025; review correspondence from N. Levine and T. Li [redacted];	4.20
May-08-25	T. Konechny	Attend to drafting and filing Alberta, BC, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 154;	0.30
May-08-25	T. Konechny	Attend to matters relating to non-RBC discharges in respect of sale 130;	0.20
May-08-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-08-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-08-25	N. Levine	Emails regarding discharges; review order to respond to client questions; call with S. Kukulowicz; revise email to monitor; address PSMI matters; calls with client regarding same;	1.60
May-08-25	C. Potter	Matters regarding revised Dealer Agreement issues; correspondence regarding consignment relationship relating to the same; matters regarding PPSA discharge matters;	0.60
May-08-25	S. Kukulowicz	Office conference with N. Levine regarding allocation issues;	0.20
May-08-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-09-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	0.60
May-09-25	J. Noel	Review sale notices and potential sale notices;	0.20
May-09-25	T. Li	Review of due diligence searches and lien discharge summaries; review of orders and correspondence with working group in connection with ongoing vehicle sales; attending to other lien discharge and security matters;	1.20
May-09-25	S. Rothery	Attend to PPSA matters; update internal status tracking	0.30

Date	Name	Description	Hours
		sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client regarding lien discharges;	
May-09-25	J. Fleisher	Respond to Timon regarding double plated trucks;	0.30
May-09-25	N. Levine	Calls regarding overlapping registrations; correspondence regarding discharges;	0.30
May-09-25	C. Potter	Matters regarding issues with double vin registrations; correspondence regarding the same;	0.40
May-09-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-09-25	A. Slota	Receiving and reviewing instructions; attending to urgent Ontario and British Columbia corporate and PPSA due diligence request matters in respect of Ryson Trailer Sales Inc.; obtaining copies of corporate documents; reviewing search results and preparing summary report with respect to same;	0.70
May-12-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	1.10
May-12-25	E. Curtis	Reviewing Sale 55; reviewing sale 48, 49;	0.50
May-12-25	T. Li	Review of due diligence searches and lien discharge summaries; review of orders and correspondence with working group in connection with ongoing vehicle sales; attending to other lien discharge and security matters;	1.00
May-12-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 099; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	1.00
May-12-25	H. Dylewski	Attending to the registration of PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 165; receiving confirmations and verification statements of same; Correspondence with working group with respect to same;	0.40
May-12-25	A. Glover	Review draft discharges in respect of sales 099 and 165;	0.40
May-12-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client regarding lien discharges;	0.90
May-12-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-12-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-12-25	N. Levine	Call regarding outstanding discharge issues;	0.30
May-12-25	J. Trinh	Attending to registration of PPSA discharge financing	0.20

Date	Name	Description	Hours
		statement with respect to non-RBC syndicate liens in respect of Sale 099; receiving and reviewing confirmation/verification of same;	
May-12-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 165; receiving and reviewing confirmation/verification statements;	0.90
May-12-25	J. Trinh	Regarding-drafting PPSA discharge financing statement with respect to non-RBC syndicate lien in respect of Sale 095 as a complete discharge as a result of partial discharge relating to Sale 099 (only two VINS on registration and other VIN has now been discharged;	0.20
May-12-25	S. Kukulowicz	Review of Monitor's Third Report regarding stay extension and distribution;	0.30
May-13-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	3.00
May-13-25	E. Curtis	Reviewing draft discharges;	0.90
May-13-25	T. Li	Review of due diligence searches and lien discharge summaries; review of orders and correspondence with working group in connection with ongoing vehicle sales; attending to other lien discharge and security matters;	1.00
May-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 095; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.80
May-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 072; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.80
May-13-25	A. Glover	Review discharges in respect of sale 095; Internal working group discussion in respect of updated approach to special liens; review sale notices provided by B. Wei;	0.90
May-13-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agents regarding lien discharges;	2.20
May-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-13-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-13-25	T. Konechny	Attend to drafting and filing PPSA discharges in respect of sale 022(C);	0.50

Date	Name	Description	Hours
May-13-25	T. Konechny	Attend to filing non-RBC PPSA discharges in respect of sale 158;	0.20
May-13-25	T. Konechny	Attend to drafting and filing PPSA discharges in respect of sale 151;	1.00
May-13-25	T. Konechny	Attend to drafting and filing PPSA discharges in respect of sale 158;	0.50
May-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 3 VINs; conducting, obtaining and reviewing initial search results;	0.90
May-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
May-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-13-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
May-13-25	N. Levine	Call with client; address dealer issues;	0.60
May-13-25	J. Trinh	attending to registration of PPSA discharge financing statement with respect to non-RBC syndicate lien in respect of Sale 095; receiving and reviewing PPSA confirmation/verification statement;	0.20
May-13-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 157; receiving and reviewing confirmation/verification statements;	0.80
May-13-25	C. Potter	Matters regarding PPSA discharge items and review correspondence regarding the same;	0.30
May-14-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	1.70
May-14-25	J. Trinh	Attending to Ministry of Transportation VIN searches in respect of 13 VINs and providing report with respect to same;	0.60
May-14-25	J. Noel	Discussions with Cassels team regarding lien releases.	1.30
May-14-25	T. Li	Review of due diligence searches and lien discharge summaries; correspondence with client and working group in respect of [redacted]; attending to other lien discharge and security matters;	1.50
May-14-25	H. Dylewski	Preparing draft PPSA discharge financing statements	0.70

Date	Name	Description	Hours
		relating to RBC syndicate liens pertaining Sale 147; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	
May-14-25	M. Clarkson-Maciel	Considering assignment of dealership agreements;	0.20
May-14-25	A. Glover	Internal working group discussion regarding discharge of third party liens; review correspondence regarding sale notices;	0.30
May-14-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agents regarding lien discharges; Discussion with T. Li regarding title searches against [redacted];	2.60
May-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-14-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 3 VINs; obtaining and reviewing balance of all search results;	0.90
May-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-14-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
May-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 4 VINs; conducting, obtaining and reviewing initial search results;	1.20
May-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-14-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
May-14-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of	0.30

Date	Name	Description	Hours
		1 VIN; obtaining and reviewing balance of all search results;	
May-14-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 147;	0.40
May-14-25	N. Levine	Address dealer issues; correspondence regarding additional searches and potential actions; confer with client;	1.00
May-15-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	2.40
May-15-25	E. Curtis	Reviewing sale notice regarding special request 017 and sale tiger 145; Internal meeting to discuss changes in process of reviewing documents;	1.00
May-15-25	J. Noel	Discussions with Cassels team regarding lien releases.	0.60
May-15-25	T. Li	Review of various lien discharge summaries; review of MTO searches and correspondence with working group and client regarding ongoing sale matters; review of orders and review of bring-down due diligence searches in respect of Canadian Western Bank discharges;	1.80
May-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 145; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.80
May-15-25	A. Glover	Internal working group call regarding discharge of CWB lien; review correspondence regarding potential sale notices and actual sale notices;	0.50
May-15-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; Discussion with internal working group regarding lien discharge procedure;	2.80
May-15-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-15-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-15-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 3 VINs; conducting searches;	0.30
May-15-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
May-15-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 4 VINs; obtaining and reviewing balance of all search results;	1.20

Date	Name	Description	Hours
May-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 145;	0.60
May-15-25	N. Levine	Review motion record;	0.20
May-15-25	S. Kukulowicz	Review of motion record of Applicants regarding vesting orders for specific properties;	0.40
May-16-25	E. Curtis	Reviewing PPSA results regarding active sale notice;	0.50
May-16-25	K. Seo	Managing file administration matters; facilitating and reviewing searches;	1.20
May-16-25	J. Noel	Review PPSA search results regarding lien releases; Discussions with T. Li regarding PPSA search results;	0.50
May-16-25	T. Li	Review of PPSA searches; correspondence and calls with working group in respect of lien discharges and additional due diligence searches requested; review of lien discharge summaries;	1.20
May-16-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 107(A); attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.70
May-16-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 096; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.70
May-16-25	A. Glover	Review correspondence in respect of potential sales and sale notices;	0.10
May-16-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.40
May-16-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 096;	0.40
May-16-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 107(A);	0.40
May-16-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.40
May-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINs; obtaining and reviewing search results;	0.30
May-16-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
May-16-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN search matters in respect of 1 VIN; conducting searches;	0.20

Date	Name	Description	Hours
May-16-25	A. Slota	Receiving and reviewing instructions; attending to PPSA VIN search matters in all provinces (save for Quebec) in respect of 7 VINs; conducting, obtaining and reviewing search results;	6.00
May-16-25	S. Kukulowicz	Review of the Monitor's 6th Report;	0.30
May-19-25	N. Levine	Correspondence regarding hearing;	0.10
May-19-25	M. Clarkson-Maciel	Review of court filings, consideration as to effect on manager; correspondence on the same;	0.80
May-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN search matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-20-25	A. Slota	Attending to ongoing Ontario, Alberta, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.40
May-20-25	A. Slota	Attending to ongoing Ontario, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
May-21-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 143;	0.40
May-21-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.30
May-21-25	E. Curtis	Reviewing current sales 142 and 162;	0.30
May-21-25	T. Li	Review of draft discharges and due diligence summaries; correspondence with working group regarding ongoing sale matters and changes to certain asset batches;	0.30
May-21-25	M. Clarkson-Maciel	Drafting letter to Ryson trailers regarding dealer agreement obligations;	1.40
May-21-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 162; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.70
May-21-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 097; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.90
May-21-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 143; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.70
May-21-25	A. Glover	Review correspondence regarding upcoming sale notices;	0.10
May-21-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 162;	0.40
May-21-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 097;	0.40
May-21-25	J. Trinh	Attending to Ministry of Transportation VIN searches in	1.40

Date	Name	Description	Hours
		respect of 105 VINs and providing report with respect to same;	
May-21-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 162;	0.20
May-21-25	C. Potter	Matters regarding PPSA discharges and correspondence regarding the same;	0.30
May-21-25	N. Levine	Review application record and monitor's report; consider draft letter and Ryson correspondence;	1.00
May-21-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 3 VINs; conducting, obtaining and reviewing search results;	0.50
May-21-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-22-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.90
May-22-25	E. Curtis	Reviewing bringdown searches in connection with Sale 145; Reviewing bringdowns for sale 96; Reviewing open special requests;	1.10
May-22-25	J. Noel	Review PPSA searches regarding lien releases; review draft PPSA discharges regarding lien releases;	1.10
May-22-25	J. Trinh	Receiving Ontario PPSA VIN searches in respect of Sale 143 and providing report with respect to same;	0.20
May-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 141(A);	0.20
May-22-25	J. Trinh	Receiving Ontario PPSA VIN searches in respect of Sale 097 and providing report with respect to same;	0.20
May-22-25	T. Li	Review of draft discharges and due diligence summaries; correspondence with working group regarding ongoing sale matters and changes to certain asset batches;	0.40
May-22-25	M. Clarkson-Maciel	Call with E. Allin and E. Mann regarding [redacted], letter to Ryson; conference with N. Levine regarding advice to A&M;	3.20
May-22-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 166; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
May-22-25	A. Glover	Review searches in respect of sale 166 and report to T. Li on same; Order discharges in respect of sale 166; review correspondence regarding incoming sale notices and potential sale notices; Report to Pride in connection with incoming financier's lien for sale 166;	1.20
May-22-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges;	2.90
May-22-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 141(A);	0.80

Date	Name	Description	Hours
		attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	
May-22-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 166;	0.40
May-22-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 141(A);	0.40
May-22-25	T. Konechny	Attend to drafting Ontario PPSA discharges and partial discharges for non-RBC liens in respect of sale 145; filing Ontario and British Columbia PPSA discharges and partial discharges in respect of same;	0.70
May-22-25	N. Levine	Revise letter and agreement; call with client; revise documents; call to counsel for dealer;	1.60
May-22-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 162 and providing report with respect to same;	0.20
May-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 170;	0.20
May-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 166;	0.20
May-22-25	S. Kukulowicz	Telephone attendance with N. Levine regarding Ryson issue; review of draft memo and related emails;	0.60
May-23-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.00
May-23-25	J. Noel	Review sale notices and potential sale notices;	0.20
May-23-25	E. Curtis	Reviewing bringdown searches and draft discharges for open sale notices;	0.80
May-23-25	J. Trinh	Attending to registration of PPSA discharge financing statement with respect to non-RBC syndicate lien in respect of Sale 107(A); receiving and reviewing PPSA confirmation/verification statement;	0.10
May-23-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 112;	0.20
May-23-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 155;	0.20
May-23-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 170 and providing report with respect to same;	0.20
May-23-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 141(A) and providing report with respect to same;	0.30
May-23-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 166 and providing report with respect to same;	0.20
May-23-25	T. Li	Review of draft discharges and due diligence summaries;	0.30
May-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 155; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
May-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 112; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.90
May-23-25	M. Clarkson-Maciel	Conference with N. Levine; amendments to draft	0.90

Date	Name	Description	Hours
		documentation prepared by client; drafting correspondence;	
May-23-25	A. Glover	Review updates to procedure provided by T. Li; review correspondence regarding upcoming sale notices;	0.40
May-23-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agents regarding lien discharges;	2.00
May-23-25	T. Konechny	Attend to filing Ontario PPSA partial discharge in respect of non-RBC lien for sale 145;	0.10
May-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 155;	0.40
May-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA discharges in respect of sale 112;	0.50
May-23-25	N. Levine	Call with client; call with Cassels team; email with Ryson lawyer; revise documents;	1.00
May-23-25	S. Kukulowicz	Telephone attendance with N. Levine regarding Ryson issue; review of related emails;	0.40
May-26-25	E. Curtis	Reviewing bringdown searches regard PPSA sale 22;	0.60
May-26-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.40
May-26-25	M. Clarkson-Maciel	Reviewing draft letter to Ryson;	0.10
May-26-25	E. Hyderman	Correspondence with N. Levine regarding communication with dealers regarding dealer agreements;	0.10
May-26-25	A. Glover	Reviewing bringdown PPSA searches in respect of sales 097 and 143 and summarize hits and report to A&M in respect of same;	1.30
May-26-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agents regarding lien discharges;	0.50
May-26-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 155 and providing report with respect to same;	0.20
May-26-25	N. Levine	Emails regarding letter; calls regarding letter and Ryson; revise letter; finalize letter;	1.00
May-26-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 112 and providing report with respect to same;	0.20
May-26-25	S. Kukulowicz	Review of draft letter to Ryson and discussed same with N. Levine; file administration;	0.90
May-27-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.30
May-27-25	E. Curtis	Reviewing open sales and updating tracking documents;	0.20
May-27-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 173;	0.20
May-27-25	T. Li	Review of lien discharge requests and correspondence with	0.20

Date	Name	Description	Hours
		working group regarding same;	
May-27-25	E. Curtis	Reviewing active sale PPSA searches to confirm clear and reporting to A&M accordingly;	0.30
May-27-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 172;	0.20
May-27-25	A. Glover	Report to A&M in respect of sales 097 and 107(A);	0.70
May-27-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.60
May-27-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 022(E);	0.20
May-27-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-27-25	N. Levine	Confer with client regarding liens;	0.10
May-27-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 171;	0.20
May-28-25	E. Curtis	Reviewing bringdown searches and open sales;	0.40
May-28-25	K. Seo	Attending to administrative matters; updating sale trackers;	3.20
May-28-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 022(E) and providing report with respect to same;	0.20
May-28-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 022(F); receiving and reviewing confirmation/verification statements;	0.80
May-28-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 171 and providing report with respect to same;	0.20
May-28-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 172 and providing report with respect to same;	0.20
May-28-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 173 and providing report with respect to same;	0.20
May-28-25	T. Li	Review of lien discharge requests and ongoing sales; call with client in respect of certain dispositions by Brandt customers and changes to sale batching;	0.60
May-28-25	A. Glover	Review correspondence regarding incoming potential sales and sale notices;	0.20
May-28-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-28-25	A. Slota	Attending to ongoing to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-28-25	A. Slota	Receiving and reviewing instructions; attending to Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.30
May-28-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-28-25	A. Slota	Receiving and reviewing instructions; attending to Ontario	0.20

Date	Name	Description	Hours
		PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	
May-28-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-28-25	N. Levine	Call with client regarding open issues including trailers, distributions and upcoming hearings; consider Ryson issues;	0.50
May-29-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.20
May-29-25	E. Curtis	Reviewing bring down searches for sale 175;	0.80
May-29-25	A. Glover	Review correspondence regarding upcoming active sales;	0.10
May-29-25	M. Clarkson-Maciel	Receiving and considering correspondence sent to ryson regarding marketing dealer agreement; reviewing correspondence between monitor and manager regarding schedules;	0.40
May-29-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
May-29-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-29-25	N. Levine	Call with S. Brotman; emails with client and Ryson counsel;	0.50
May-29-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-29-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-29-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-29-25	S. Kukulowicz	Review of further correspondence regarding Ryson issue;	0.20
May-30-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.80
May-30-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 088; receiving and reviewing confirmation/verification statements;	1.60
May-30-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 114; receiving and reviewing confirmation/verification statements;	2.20
May-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 169; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.90
May-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 131;	0.90

Date	Name	Description	Hours
		attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	
May-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 159; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.90
May-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 142; attending to the registration of financing statements; receiving confirmations/verification statements of same; Providing report of same;	0.90
May-30-25	A. Glover	Review correspondence regarding upcoming sale notices;	0.50
May-30-25	Im, Anita	Attending to PPSA searches in respect of Sale 170;	0.30
May-30-25	Im, Anita	Attending to PPSA searches in respect of Sale 159;	0.30
May-30-25	Im, Anita	Attending to ON and SK PPSA searches in respect of Sale 131;	0.30
May-30-25	Im, Anita	Attending to PPSA VIN searches in respect of Sale 169;	0.30
May-30-25	Im, Anita	Attending to PPSA VIN searches in respect of Sale 142;	0.30
May-30-25	Im, Anita	Attending to PPSA VIN searches in respect of Sale 022(E);	0.30
May-30-25	Im, Anita	Attending to PPSA searches in respect of Sale 114;	0.30
May-30-25	N. Levine	Call with client regarding litigation; review lien issues	0.50
May-30-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 170; receiving and reviewing confirmation/verification statements;	0.80
May-30-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
May-30-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 3 VINs; conducting, obtaining and reviewing initial search results;	0.50
May-31-25	T. Li	Review of lien discharge requests and ongoing sale transactions; review of search summaries and due diligence;	0.50

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Fleisher, Jonathan	Partner	0.60	1,190.00	714.00
Levine, Natalie	Partner	13.00	1,025.00	13,325.00
Oliver, Jeffrey	Partner	0.70	1,000.00	700.00
Potter, Carla	Partner	1.90	840.00	1,596.00
Kukulowicz, Shayne	Partner	3.30	1,650.00	5,445.00

Name	Title	Hours	Rate	Amount
Seo, Kevin	Associate	34.50	500.00	17,250.00
Noel, J'Davia	Associate	7.40	525.00	3,885.00
Curtis, Erin	Associate	12.20	500.00	6,100.00
Li, Timon	Associate	21.10	550.00	11,605.00
Glover, Anna	Associate	16.90	500.00	8,450.00
Clarkson-Maciel, Matteo	Associate	14.90	700.00	10,430.00
Hyderman, Eva	Associate	0.10	500.00	50.00
Rothery, Shae	Associate	29.60	500.00	14,800.00
Konechny, Tiffany	Law Clerk / Paralegal	9.80	450.00	4,410.00
Trinh, Julia	Law Clerk / Paralegal	16.80	500.00	8,400.00
Dylewski, Hannah	Law Clerk / Paralegal	23.80	400.00	9,520.00
Im, Anita	Law Clerk / Paralegal	2.70	400.00	1,080.00
Slota, Alex	Law Clerk / Paralegal	35.30	450.00	15,885.00
TOTAL (CAD)		**244.60**		**133,645.00**

Our Fees	133,645.00	
HST @ 13.00%	17,373.85	
TOTAL FEES & TAXES (CAD)		**151,018.85**

DISBURSEMENT SUMMARY

Non-Taxable Disbursements		
Driver's License Searches	1,652.00	
PPSA - Registration/Applic./Discharges	3,263.95	
Electronic Due Diligence	1,904.25	
BC Online - PPSA Search/Registrations	368.00	
Corporate Filings	492.00	
Total Non-Taxable Disbursements	7,680.20	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	13,743.70	
Electronic Due Diligence	4,014.00	
Agency Fees and Disbursements	5,224.80	
Total Taxable Disbursements	22,982.50	
HST @ 13.00%	2,987.73	
Total Taxable Disbursements & Taxes	25,970.23	
TOTAL DISBURSEMENTS & TAXES (CAD)		**33,650.43**

TOTAL FEES	**133,645.00**
TOTAL DISBURSEMENTS	**30,662.70**
TOTAL TAXES	**20,361.58**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**184,669.28**

Cassels

Invoice No:	2290147
Date:	July 30, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer:	Kukulowicz, Shayne
Tel.:	(416) 860-6463
E-mail:	SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including June 30, 2025

Our Fees	126,454.00
Less 10% discount	(12,645.40)
Total Fees	113,808.60
Disbursements	27,041.45
Total Fees and Disbursements	140,850.05
HST @ 13.00%	17,364.27
TOTAL DUE (CAD)	**158,214.32**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2290147
Matter No.:	059366-00005
Amount:	**CAD 158,214.32**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Jun-01-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to order PPSA searches;	0.50
Jun-01-25	S. Kukulowicz	Review of emails regarding Ryson issue;	0.20
Jun-01-25	N. Levine	Correspondence regarding potential litigation	0.10
Jun-02-25	E. Curtis	Updating internal tracker; reviewing bringdown searches and active sale notices;	1.50
Jun-02-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 171; receiving and reviewing confirmation/verification statements;	0.80
Jun-02-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 022(E); receiving and reviewing confirmation/verification statements;	1.90
Jun-02-25	J. Trinh	Attending to VIN searches in respect of Sale 114 in additional provinces;	0.70
Jun-02-25	J. Trinh	Attending to VIN searches ins respect of Sale 173 in additional provinces and receiving results of same;	0.60
Jun-02-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 174; receiving and reviewing confirmation/verification statements;	0.80
Jun-02-25	K. Seo	Updating sale trackers;	2.70
Jun-02-25	J. Noel	Review PPSA search results and draft discharges regarding lien releases;	1.30
Jun-02-25	T. Li	Review of discharges and due diligence summaries; correspondence with working group in respect of ongoing sale requests; attending to other due diligence and security release matters;	0.90
Jun-02-25	F. Ebadi	Receiving and reviewing instructions; attending to corporate and security searches with respect to Macrotech Business Solutions Inc.; receiving and reviewing search results and preparing report with respect to same; email correspondence with working group;	0.60
Jun-02-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges;	1.80
Jun-02-25	E. Hyderman	Review demand letter regarding Ryson dispute; review correspondence with N. Levine and C. Pendrith regarding same;	0.10
Jun-02-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 131, and providing report with respect to same;	0.20

Date	Name	Description	Hours
Jun-02-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 170, and providing report with respect to same;	0.30
Jun-02-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 169, and providing report with respect to same;	0.30
Jun-02-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 142, and providing report with respect to same;	0.20
Jun-02-25	M. Clarkson-Maciel	Conference with C. Pendrith and N. Levine regarding Ryson transaction structure and Ryson dealer agreement; reviewing court documentation;	0.70
Jun-02-25	C. Pendrith	Emails and discussion with N. Levine c[redacted]; review background documents and consider [redacted];	1.10
Jun-02-25	N. Levine	Confer with Cassels team regarding litigation options; correspond with Ryson counsel; correspond with client; emails regarding liens;	0.80
Jun-02-25	S. Kukulowicz	Discussions and review of emails with N. Levine regarding payment direction; review of emails regarding Ryson issue;	0.40
Jun-02-25	A. Slota	Receiving and reviewing instructions; attending to New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island and Alberta PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing search results;	1.50
Jun-02-25	A. Slota	Attending to ongoing Ontario, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 3 VINS; obtaining and reviewing balance of all search results;	0.50
Jun-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; conducting searches;	0.30
Jun-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-03-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.20
Jun-03-25	E. Curtis	Reviewing active sale notices searches;	2.00
Jun-03-25	J. Noel	Review draft PPSA registrations and PPSA searches regarding lien releases;	0.70
Jun-03-25	C. Potter	Matters regarding PPSA discharges and review of correspondence with respect to the same;	0.30
Jun-03-25	T. Li	Review of discharges and due diligence summaries; correspondence with working group in respect of ongoing sale requests; review of orders in respect of lease buyout transactions; attending to other due diligence and security release matters;	1.40
Jun-03-25	M. Clarkson-Maciel	Conference with client regarding Ryson dealer agreement;	0.70

Date	Name	Description	Hours
		discussion with E. Hyderman regarding directions notice;	
Jun-03-25	H. Dylewski	Attending to the registration of PPSA financing statement pertaining to Sale 022(B); receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Jun-03-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agent regarding lien discharges;	4.60
Jun-03-25	E. Hyderman	Drafting direction; reviewing credit agreement; correspondence with N. Levine regarding same;	2.60
Jun-03-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 159, and providing report with respect to same;	0.20
Jun-03-25	C. Pendrith	Review background documents; prepare for and attend meeting with A & M team;	0.70
Jun-03-25	N. Levine	Review endorsement; prepare direction; confer with client; confer with counsel to Royal Truck; review proposal;	2.10
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Manitoba PPSA VIN due diligence search request matters in respect of 3 VINS; conducting, obtaining and reviewing search results;	0.60
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 4 VINS; conducting, obtaining and reviewing search results;	1.20
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.30
Jun-03-25	T. Konechny	Attend to drafting Ontario PPSA partial discharge for non-RBC lien in respect of sale 112;	0.20
Jun-03-25	T. Konechny	Attend to filing British Columbia PPSA discharge for non-RBC lien in respect of sale 141(A);	0.20
Jun-03-25	S. Kukulowicz	Review of payment and direction and discussed same with N. Levine;	0.20
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 4 VINS; conducting searches;	0.40
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20

Date	Name	Description	Hours
Jun-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches; further to same;	0.20
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.30
Jun-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; obtaining and reviewing search results;	0.30
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 4 VINS; conducting searches;	0.40
Jun-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.30
Jun-04-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.50
Jun-04-25	E. Curtis	Reviewing active sale notices and updating tracker;	1.60
Jun-04-25	J. Trinh	Attending to registration of non-RBC syndicate liens in respect of sale 131; receiving and reviewing verification of same;	0.20
Jun-04-25	J. Trinh	Attending to registration of non-RBC syndicate liens in respect of sale 112; receiving and reviewing confirmation/verification of same;	0.30
Jun-04-25	J. Trinh	Preparing draft PPSA discharge financing statements with respect to non-RBC syndicate liens pertaining to Sale 174;	0.30
Jun-04-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 114 and providing report with respect to same;	0.70
Jun-04-25	J. Noel	Review sale notices and potential sale notices;	0.10
Jun-04-25	T. Li	Review of discharges and due diligence summaries; review of court orders, search tracking and lien release protocol; discussion with insolvency team regarding [redacted] and related recovery and PPSA issues; correspondence with working group in respect of ongoing sale requests; attending to other due diligence and security release matters;	1.80
Jun-04-25	H. Dylewski	Attending to the registration of PPSA financing statement pertaining to Sale 159; receiving verification statement of same; correspondence with working group with respect to same;	0.20

Date	Name	Description	Hours
Jun-04-25	H. Dylewski	Attending to the registration of PPSA financing statement pertaining to Sale 142; receiving verification statement of same; correspondence with working group with respect to same;	0.40
Jun-04-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 170; attending to the registration of PPSA financing statements; receiving confirmation and verification statements of same; correspondence with working group with respect to same;	0.60
Jun-04-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agent regarding lien discharges;	2.10
Jun-04-25	A. Glover	Review correspondence regarding active and potential sale notices;	0.80
Jun-04-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 022(E), and providing report with respect to same;	0.30
Jun-04-25	Im, Anita	Receiving PPSA VIN searches in respect of Sale 114, and providing report with respect to same;	0.30
Jun-04-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 4 VINS; obtaining and reviewing balance of all search results;	1.20
Jun-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 4 VINS; obtaining and reviewing search results;	0.40
Jun-04-25	A. Slota	Receiving and reviewing instructions; attending to Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.30
Jun-04-25	N. Levine	Correspondence regarding liens; confer with Cassels team and client;	0.30
Jun-04-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 4 VINS; obtaining and reviewing search results;	0.40
Jun-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-04-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Manitoba PPSA VIN due diligence search request matters in respect of 3 VINS; obtaining and reviewing balance of all search results;	0.60
Jun-04-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN;	0.20

Date	Name	Description	Hours
		obtaining and reviewing balance of all search results;	
Jun-04-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-04-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-04-25	A. Slota	Attending to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-05-25	K. Seo	Updating sale trackers;	2.50
Jun-05-25	A. Glover	Review bringdown searches in connection with sale 114;	1.70
Jun-05-25	E. Curtis	Providing discharges to the client;	0.40
Jun-05-25	C. Potter	Matters regarding PPSA discharges and correspondence regarding the same;	0.30
Jun-05-25	T. Li	Review of discharges and due diligence summaries; correspondence with working group in respect of ongoing sale requests; attending to other due diligence and security release matters;	0.80
Jun-05-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 175; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-05-25	H. Dylewski	Attending to the registration of PPSA financing statement pertaining to Sale 22(E); receiving confirmations and verification statements of same; correspondence with working group with respect to same;	0.50
Jun-05-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 148; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.80
Jun-05-25	M. Clarkson-Maciel	Considering next steps regarding Ryson dealer agreement;	0.30
Jun-05-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges; correspond with Quebec agent regarding lien discharges;	1.20
Jun-05-25	A. Slota	Attending to ongoing Ontario, Manitoba and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario	0.20

Date	Name	Description	Hours
		PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing search results;	0.40
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20
Jun-05-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 175;	0.40
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; conducting, obtaining and reviewing search results;	0.60
Jun-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Manitoba and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.30
Jun-05-25	N. Levine	Emails regarding Ryson issues;	0.10
Jun-06-25	K. Seo	Updating sale trackers;	2.30
Jun-06-25	E. Curtis	Reviewing draft discharges;	0.70
Jun-06-25	J. Trinh	Attending to registration of non-RBC syndicate liens in respect of Sale 114; receiving and reviewing confirmation/verification of same;	0.40
Jun-06-25	J. Noel	Review draft PPSA discharges regarding lien releases;	0.20
Jun-06-25	T. Li	Review of discharges and due diligence summaries; correspondence with working group in respect of ongoing sale requests; attending to other due diligence and security release matters;	0.70
Jun-06-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 183; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.80
Jun-06-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 181; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-06-25	M. Clarkson-Maciel	Ryson dealer agreement dispute;	0.10
Jun-06-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 179; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60

Date	Name	Description	Hours
		providing report of same;	
Jun-06-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 193; attending to the registration of financing statements;	0.30
Jun-06-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 180; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-06-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges;	1.20
Jun-06-25	A. Glover	Review searches in respect of sale 114; review correspondence regarding active sale notices;	1.10
Jun-06-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of the following: 1XKYDP9X0PJ952909; obtaining and reviewing balance of all search results, further to same;	0.20
Jun-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-06-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-06-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 4 VINS; conducting, obtaining and reviewing initial search results;	1.20
Jun-06-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-06-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-06-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 179;	0.40
Jun-06-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 180;	0.40
Jun-06-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 193;	0.40
Jun-06-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 181;	0.40

Date	Name	Description	Hours
Jun-06-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 183;	0.50
Jun-06-25	N. Levine	Correspond with client regarding Ryson; discuss status with Cassels team;	0.30
Jun-07-25	E. Curtis	Reviewing draft discharges;	0.30
Jun-07-25	N. Levine	Review motion record;	0.20
Jun-08-25	A. Glover	Review searches in respect of sales 180 and 175; order draft discharges in respect of sale 180; flag incoming financier's lien in respect of sale 175;	1.00
Jun-08-25	E. Curtis	Reviewing active sales;	0.50
Jun-08-25	S. Kukulowicz	Review of Pride motion materials regarding Phoenix transaction and distribution to Syndicate;	0.40
Jun-09-25	K. Seo	Updating sale trackers;	0.50
Jun-09-25	A. Glover	Correspondence regarding duplication of VINs throughout different sale notices; review and file correspondence in respect of upcoming potential sales and sale notices;	0.80
Jun-09-25	E. Curtis	Reviewing active sale notices;	0.20
Jun-09-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct law clerks to prepare and file lien discharges; correspond with client regarding lien discharges;	1.00
Jun-09-25	E. Hyderman	Review and summarize served motion record; correspondence with Cassels team regarding same;	0.10
Jun-09-25	A. Slota	Attending to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-09-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 4 VINS; obtaining and reviewing balance of all search results; further to same;	1.20
Jun-09-25	T. Konechny	Receive and transmit PPSA discharges in respect of sale 193;	0.10
Jun-09-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 153;	0.70
Jun-09-25	S. Kukulowicz	Review of Monitor's 27th Report;	0.30
Jun-09-25	N. Levine	Review court materials; prepare for meeting with agent; review discharges; emails regarding Ryson;	0.80
Jun-09-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-09-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jun-09-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of	0.30

Date	Name	Description	Hours
		1 VIN; obtaining and reviewing balance of all search results;	
Jun-10-25	K. Seo	Updating sale trackers;	1.30
Jun-10-25	A. Glover	Review and file correspondence regarding potential sales and sale notices;	0.20
Jun-10-25	E. Curtis	Updating internal tracker;	0.10
Jun-10-25	T. Li	Review of lien summaries; correspondence with client and working group regarding file matters;	0.50
Jun-10-25	M. Clarkson-Maciel	Attending call regarding Ryson dealer agreement;	0.60
Jun-10-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.40
Jun-10-25	N. Levine	Prepare for call with client; call with client; consider lien issues; prepare for call with Syndicate counsel;	0.50
Jun-10-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-10-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-10-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-10-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jun-11-25	K. Seo	Updating sale trackers;	3.90
Jun-11-25	E. Curtis	Reviewing active sale notices;	1.80
Jun-11-25	A. Glover	Review draft discharges for sales 180, 181 and 183; report to A&M in respect of sale 179;	1.20
Jun-11-25	J. Noel	Review PPSA search results regarding lien releases;	1.50
Jun-11-25	T. Li	Review of lien summaries; correspondence with client and working group regarding file matters;	0.50
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 176; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.30
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 190; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 161(A); attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.80

Date	Name	Description	Hours
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 173; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.40
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 81(B); attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 177; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-11-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 139(A); attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.90
Jun-11-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.60
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 173;	0.40
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 176;	0.40
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 081(B);	0.40
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 139(A);	0.50
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 177;	0.40
Jun-11-25	T. Konechny	Attend to drafting Manitoba PPSA partial discharge for non-RBC lien in respect of sale 181;	0.20
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 190;	0.40
Jun-11-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 161(A);	0.50
Jun-11-25	T. Konechny	Attend to drafting Ontario PPSA partial discharge and BC PPSA discharges for non-RBC liens in respect of sale 183;	0.30
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches; further to same;	0.20
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search	0.30

Date	Name	Description	Hours
		request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	
Jun-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN obtaining and reviewing search results;	0.20
Jun-11-25	N. Levine	Call with client and agent's counsel; review outstanding litigation issues; correspondence regarding Ryson;	0.60
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to PPSA VIN due diligence search request matters (in all Provinces, save for Quebec) in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.90
Jun-11-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting searches;	0.20
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN conducting searches;	0.20
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 7 VINS; conducting searches;	0.70
Jun-11-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting searches;	0.20
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-11-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-12-25	E. Curtis	Reviewing active sale notices;	1.20
Jun-12-25	A. Glover	Report to A&M in respect of sales 181 and 183; review draft discharges for sale 181 and instruct clerks to file;	0.80
Jun-12-25	T. Li	Review of lien summaries; correspondence with client and working group regarding file matters;	0.90
Jun-12-25	H. Dylewski	Continue receiving confirmations/verification statements pertaining to Sale 173; providing report of same;	0.40
Jun-12-25	H. Dylewski	Continue receiving confirmations/verification statements	0.30

Date	Name	Description	Hours
		pertaining to Sale 176; providing report of same;	
Jun-12-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client regarding lien discharges;	0.40
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-12-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-12-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing balance of all search results;	0.30
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewed search results;	0.20
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results, further to same;	0.20
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-12-25	T. Konechny	Attend to filing British Columbia PPSA discharges for non-RBC liens in respect of sale 180;	0.20
Jun-12-25	A. Slota	Attending to ongoing PPSA VIN due diligence search request matters (in all Provinces, save for Quebec) in respect of 1 VIN; conducting, obtaining and reviewing balance of all search results;	0.90
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 7 VINS; obtaining and reviewing search results;	0.70
Jun-12-25	T. Konechny	Attend to filing Ontario PPSA partial discharge and BC PPSA discharges for non-RBC liens in respect of sale 183;	0.30
Jun-12-25	T. Konechny	Attend to filing Manitoba PPSA partial discharge for non-RBC lien in respect of sale 181;	0.10
Jun-12-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-12-25	N. Levine	Confer with Cassels team regarding searches [redacted];	0.30
Jun-13-25	K. Seo	Updating sale trackers;	2.30
Jun-13-25	A. Glover	Review correspondence regarding potential sales and	0.50

Date	Name	Description	Hours
		incoming sale notices;	
Jun-13-25	J. Noel	Review PPSA search results regarding lien releases;	0.50
Jun-13-25	T. Li	Attending to lien discharge matters and review of lien summaries;	0.50
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 150; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 195; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 134; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 127; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.40
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 133; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.80
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 152; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 139(A);	0.30
Jun-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 164; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-13-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.30
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing initial search results;	0.40
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario	0.20

Date	Name	Description	Hours
		and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ministry of Transportation (Ontario) motor vehicle VIN searches in respect of 12 VINS; correspondence and discussions with search agents regarding searches, further to same;	1.50
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches; further to same;	0.20
Jun-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 134;	0.40
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 127;	0.50
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 152;	0.40
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 164;	0.40
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 133;	0.40
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 150;	0.40
Jun-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 195;	0.40
Jun-13-25	S. Kukulowicz	Review of endorsement and order regarding Phoenix transaction and distribution to the Syndicate;	0.20
Jun-13-25	N. Levine	Review wind up analysis; correspondence regarding liens; confer with client;	0.30
Jun-16-25	A. Glover	Review searches in respect of sale 190;	0.30
Jun-16-25	H. Dylewski	Continue receiving confirmations/verification statements pertaining to Sale 127; providing report of same;	0.50
Jun-16-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing balance of all search results;	0.20
Jun-16-25	A. Slota	Attending to ongoing Ministry of Transportation (Ontario)	0.50

Date	Name	Description	Hours
		motor vehicle VIN searches in respect of 12 VINS; obtaining and reviewing search results;	
Jun-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of the following: 1XKYD49X5NJ482663; obtaining and reviewing search results, further to same;	0.20
Jun-16-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results, further to same;	0.40
Jun-16-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jun-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of the following: 1XKDP4TX8RR957860; obtaining and reviewing search results, further to same;	0.20
Jun-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-16-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-16-25	N. Levine	Call to client regarding Ryson; review searches; correspond with Cassels team;	0.20
Jun-17-25	E. Curtis	Reviewing active sale notices and providing discharges to the client;	1.30
Jun-17-25	K. Seo	Updating sale trackers;	3.20
Jun-17-25	A. Glover	Review searches, order draft discharges and correspondence regarding incoming financier's lien in respect of sale 190;	0.80
Jun-17-25	J. Noel	Review PPSA searches and draft PPSA discharges regarding lien releases;	1.80
Jun-17-25	T. Li	Review of lien summaries; correspondence with client and working group regarding file matters;	0.40
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 196; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 123; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 184; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50

Date	Name	Description	Hours
		providing report of same;	
Jun-17-25	M. Clarkson-Maciel	Preparing manager report documentation and related materials; review of the same; considering summary of workstreams;	1.20
Jun-17-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.30
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 197; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 132; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 190;	0.20
Jun-17-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 022(G); attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-17-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 123;	0.40
Jun-17-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 022(G);	0.40
Jun-17-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 197;	0.40
Jun-17-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 132;	0.40
Jun-17-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 184;	0.40
Jun-17-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 196;	0.40
Jun-17-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jun-17-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-17-25	N. Levine	Call with E. Mann regarding status; review correspondence regarding liens;	0.40
Jun-17-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20

Date	Name	Description	Hours
Jun-17-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jun-17-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-17-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-18-25	E. Curtis	Reviewing active sale notices and draft discharges; providing discharges to the client;	2.20
Jun-18-25	A. Glover	Review and instruct clerks to file discharges for sale 173;	0.30
Jun-18-25	K. Seo	Updating sale trackers;	1.30
Jun-18-25	T. Li	Review of lien summaries; correspondence with client and working group regarding file matters;	0.50
Jun-18-25	J. Noel	Review sale notices;	0.20
Jun-18-25	M. Clarkson-Maciel	Call with A&M regarding Ryson; consideration of issues;	0.60
Jun-18-25	F. Ebadi	Receiving and reviewing instructions; attending to the costs associated with searches and providing summary of same; email correspondence with working group;	0.20
Jun-18-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges;	1.70
Jun-18-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 161(A);	0.30
Jun-18-25	H. Dylewski	Attending to the registration of PPSA financing statements relating to non-syndicate liens pertaining Sale 190; receiving confirmations and verification statements of same; correspondence with working group with respect to same;	0.40
Jun-18-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jun-18-25	A. Slota	Attending to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-18-25	T. Konechny	Attend to drafting British Columbia PPSA discharge in respect of non-RBC lien for sale 173;	0.20
Jun-18-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-18-25	A. Slota	Attending to ongoing Ontario and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20

Date	Name	Description	Hours
Jun-18-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-18-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-18-25	N. Levine	Call with A&M; call to counsel to other court officers;	0.40
Jun-19-25	E. Curtis	Reviewing active sales;	0.50
Jun-19-25	K. Seo	Updating sale trackers;	3.30
Jun-19-25	A. Glover	Report to A&M on sales 133, 134, 139, 152, 161 and 173;	1.50
Jun-19-25	C. Potter	Matters regarding discharges and related items; correspondence regarding the same;	0.30
Jun-19-25	T. Li	Review of lien summaries; correspondence with client and working group regarding file matters;	0.60
Jun-19-25	H. Dylewski	Attending to the registration of PPSA financing statement relating to non-syndicate liens pertaining Sale 150; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Jun-19-25	M. Clarkson-Maciel	Reviewing motion record from applicant regarding upcoming hearing; considering issues specific to manager; considering issues regarding Ryson dealer agreement; collection of factual background for manager's report;	3.20
Jun-19-25	E. Hyderman	Review motion record of the Applicants in connection with June 25, 2025, hearing; correspondence with S. Kukulowicz, N. Levine, and M. Clarkson-Maciel regarding same;	0.40
Jun-19-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.30
Jun-19-25	H. Dylewski	Attending to the registration of PPSA financing statements relating to non-syndicate liens pertaining Sale 152; receiving verification statement of same; correspondence with working group with respect to same;	0.20
Jun-19-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 192; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Jun-19-25	H. Dylewski	Attending to the registration of PPSA financing statements relating to non-syndicate liens pertaining Sale 139(A); receiving confirmations and verification statements of same; correspondence with working group with respect to same;	0.70
Jun-19-25	H. Dylewski	Attending to the registration of PPSA financing statements relating to non-syndicate liens pertaining Sale 161(A); receiving confirmations and verification statements of same; correspondence with working group with respect to same;	0.70
Jun-19-25	T. Konechny	Attend to filing Ontario PPSA partial discharge of non-RBC	0.20

Date	Name	Description	Hours
		lien in respect of sale 133;	
Jun-19-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 192;	0.40
Jun-19-25	T. Konechny	Attend to filing British Columbia PPSA discharges for non-RBC liens in respect of sale 134;	0.20
Jun-19-25	T. Konechny	Attend to filing British Columbia and Ontario PPSA discharges for non-RBC liens in respect of sale 173;	0.20
Jun-19-25	N. Levine	Emails regarding hearing; call with other parties; email to client;	0.40
Jun-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting searches;	0.20
Jun-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS conducting, obtaining and reviewing initial search results;	0.60
Jun-20-25	K. Seo	Updating sale trackers;	0.40
Jun-20-25	E. Curtis	Communicating with client;	0.10
Jun-20-25	H. Dylewski	Providing confirmation and verification statements of PPSA discharge financing statements pertaining to Sale 192 to the client;	0.20
Jun-20-25	S. Kukulowicz	Review of Pride motion record regarding allocation process; review of Monitor's 28th Report;	1.10
Jun-20-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results;	0.60
Jun-20-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.20
Jun-20-25	N. Levine	Confer with client regarding dispute; consider mediation issues; review record;	0.70
Jun-20-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results;	0.20
Jun-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 140;	0.50
Jun-23-25	K. Seo	Updating sale trackers;	2.30
Jun-23-25	A. Glover	Review discharges for sale 177 and provide instruction to clerks regarding same; review correspondence regarding potential sales and upcoming sale notices;	1.20

Date	Name	Description	Hours
Jun-23-25	E. Curtis	Providing discharges to client regarding sale 177; reviewing active sale notices and draft discharges;	2.00
Jun-23-25	C. Pendrith	Review counterproposals and consider same; communications concerning counterproposal;	0.30
Jun-23-25	T. Li	Call with N. Levine in respect of lien release protocol; review of lien summaries and correspond with working group regarding same;	0.40
Jun-23-25	M. Clarkson-Maciel	Review correspondence and settlement terms regarding Ryson;	0.30
Jun-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 140; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.70
Jun-23-25	H. Dylewski	Attending to the registration of PPSA financing statement relating to non-syndicate liens pertaining Sale 177; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Jun-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 130(A); attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Jun-23-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.40
Jun-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 130(A);	0.40
Jun-23-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 156;	0.70
Jun-23-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 198;	0.70
Jun-23-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing initial search results;	0.30
Jun-23-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Manitoba and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-23-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 4 VINS; conducting, obtaining and reviewing initial search results;	0.80
Jun-23-25	S. Kukulowicz	Review of Pride factum for various relief including allocation mediation; review of other court materials;	0.50
Jun-23-25	N. Levine	Review report; address Ryson issues; review factum; call with receiver; call with client;	1.80

Date	Name	Description	Hours
Jun-24-25	K. Seo	Updating sale trackers;	0.20
Jun-24-25	C. Pendrith	Various emails concerning potential counterproposals;	0.30
Jun-24-25	M. Clarkson-Maciel	Consideration of proposal from Ryson; review of court filing materials related to hearing on June 25;	0.50
Jun-24-25	H. Dylewski	Continue receiving confirmations/verification statements pertaining to Sale 198;	0.50
Jun-24-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review client correspondence regarding lien discharges;	0.10
Jun-24-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results;	0.30
Jun-24-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jun-24-25	A. Slota	Attending to ongoing Ontario, Manitoba and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jun-24-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 4 VINS; obtaining and reviewing balance of all search results;	0.80
Jun-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jun-24-25	S. Kukulowicz	Review of responding motion materials;	0.30
Jun-24-25	N. Levine	Review settlement materials; calls with client; email regarding settlement;	0.40
Jun-25-25	E. Curtis	Reviewing draft discharge;	0.20
Jun-25-25	K. Seo	Updating sale trackers;	0.90
Jun-25-25	J. Trinh	Attending to preparation and registration of PPSA discharges relating to RBC syndicate liens relating to sale 185; receiving and reviewing confirmation/verification statements;	0.80
Jun-25-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 185;	0.20
Jun-25-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 201;	0.20
Jun-25-25	T. Li	Correspondence and review of lien discharge summaries;	0.50
Jun-25-25	A. Glover	Review draft discharge for sale 177; report to A&M on sale 177; review and file correspondence in respect of upcoming sale notices;	0.70
Jun-25-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review client	0.10

Date	Name	Description	Hours
		correspondence regarding lien discharges;	
Jun-25-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jun-26-25	E. Curtis	Reviewing draft discharge in regards to sale 123:	0.40
Jun-26-25	K. Seo	Updating sale trackers;	0.60
Jun-26-25	A. Glover	Review correspondence from A&M regarding upcoming potential sales and sale notices;	0.10
Jun-26-25	J. Trinh	Receiving PPSA VIN search in respect of Sale 185 and providing report with respect to same;	0.10
Jun-26-25	J. Trinh	Receiving PPSA VIN search in respect of Sale 201 and providing report with respect to same;	0.10
Jun-26-25	J. Noel	Review PPSA searches regarding lien releases;	0.80
Jun-26-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 199; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.70
Jun-26-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review client correspondence regarding lien discharges;	0.20
Jun-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS conducting searches;	0.40
Jun-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jun-26-25	T. Konechny	Attend to drafting BC and Ontario PPSA discharges in respect of non-RBC liens for sale 198;	0.20
Jun-26-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 199;	0.40
Jun-26-25	N. Levine	Call with Ryson counsel; email with client; emails regarding lease buyout; call with client; email with counterparty regarding settlement;	0.70
Jun-26-25	M. Clarkson-Maciel	Consideration of materials provided to service list in relation to manager following hearing;	0.20
Jun-27-25	E. Curtis	Review draft discharge	0.10
Jun-27-25	K. Seo	Updating sale trackers;	0.40
Jun-27-25	J. Trinh	Attending to registration of discharge of non-RBC syndicate lien pertaining to Sale 123; receiving and reviewing	0.10

Date	Name	Description	Hours
		confirmation/verification of same;	
Jun-27-25	C. Potter	Matters regarding PPSA discharges and related matters; correspondence regarding the same;	0.20
Jun-27-25	N. Levine	Call with client; consider notes for letter; review IFT agreement;	0.60
Jun-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.20
Jun-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of1 VIN; obtaining and reviewing search results;	0.20
Jun-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jun-28-25	A. Glover	Review searches for sale 192 and report to T. Li regarding same; correspondence with A&M regarding potential incoming financier's lien for sale 192;	0.60
Jun-29-25	J. Noel	Review PPSA searches regarding lien releases;	1.60
Jun-29-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct clerks to file discharges;	0.50
Jun-29-25	N. Levine	Review variance report and other documents served;	0.10
Jun-30-25	K. Seo	Updating sale trackers;	1.20
Jun-30-25	E. Curtis	Review of active sale notices;	0.60
Jun-30-25	A. Glover	Update internal tracker regarding completion of sale notices;	0.40
Jun-30-25	J. Trinh	Attending to registration of non-RBC syndicate lien discharge pertaining to Sale 132; receiving and reviewing confirmation/verification of same;	0.30
Jun-30-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 022(H);	0.20
Jun-30-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 201;	0.10
Jun-30-25	J. Noel	Review draft PPSA discharges regarding lien releases;	0.40
Jun-30-25	H. Dylewski	Preparing draft ON PPSA financing change statement relating to non-syndicate liens pertaining Sale 196; attending to the registration of PPSA financing statement; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.60
Jun-30-25	H. Dylewski	Attending to the registration of PPSA financing statement relating to non-syndicate liens pertaining Sale 022(G); receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Jun-30-25	S. Rothery	Attend to PPSA matters; update internal status tracking	1.80

Date	Name	Description	Hours
		sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct clerks to file discharges; correspond with client regarding lien discharges;	
Jun-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 201; Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.50
Jun-30-25	H. Dylewski	Preparing draft AB PPSA financing change statement relating to non-syndicate liens pertaining Sale 197; attending to the registration of PPSA financing statement; receiving verification statement of same; correspondence with working group with respect to same;	0.40
Jun-30-25	H. Dylewski	Preparing draft ON and MB PPSA financing change statements relating to non-syndicate liens pertaining Sale 184; attending to the registration of financing statements; receiving confirmation and verification statements of same; correspondence with working group with respect to same;	0.60
Jun-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 022(H); attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.70
Jun-30-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 201;	0.40
Jun-30-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 022(H);	0.60

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Potter, Carla	Partner	1.10	840.00	924.00
Pendrith, Colin	Partner	2.40	950.00	2,280.00
Levine, Natalie	Partner	12.10	1,025.00	12,402.50
Kukulowicz, Shayne	Partner	3.60	1,650.00	5,940.00
Curtis, Erin	Associate	17.70	500.00	8,850.00
Seo, Kevin	Associate	33.00	500.00	16,500.00
Glover, Anna	Associate	14.00	500.00	7,000.00
Noel, J'Davia	Associate	9.10	525.00	4,777.50
Li, Timon	Associate	10.40	550.00	5,720.00
Clarkson-Maciel, Matteo	Associate	8.40	700.00	5,880.00
Rothery, Shae	Associate	19.50	500.00	9,750.00
Hyderman, Eva	Associate	3.20	500.00	1,600.00
Konechny, Tiffany	Law Clerk / Paralegal	18.20	450.00	8,190.00
Trinh, Julia	Law Clerk / Paralegal	8.80	500.00	4,400.00

Name	Title	Hours	Rate	Amount
Dylewski, Hannah	Law Clerk / Paralegal	28.90	400.00	11,560.00
Ebadi, Fatima	Law Clerk / Paralegal	0.80	425.00	340.00
Im, Anita	Law Clerk / Paralegal	1.80	400.00	720.00
Slota, Alex	Law Clerk / Paralegal	43.60	450.00	19,620.00
TOTAL (CAD)		**236.60**		**126,454.00**

Our Fees	126,454.00	
Less 10% discount	(12,645.40)	
Total Fees	113,808.60	
HST @ 13.00%	14,795.12	
TOTAL FEES & TAXES (CAD)		**128,603.72**

DISBURSEMENT SUMMARY

Non-Taxable Disbursements		
PPSA - Registration/Applic./Discharges	3,491.75	
BC Online - PPSA Search/Registrations	517.50	
Electronic Due Diligence	2,717.50	
Corporate Filings	552.00	
Total Non-Taxable Disbursements	7,278.75	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	14,181.70	
Electronic Due Diligence	5,581.00	
Total Taxable Disbursements	19,762.70	
HST @ 13.00%	2,569.15	
Total Taxable Disbursements & Taxes	22,331.85	
TOTAL DISBURSEMENTS & TAXES (CAD)		**29,610.60**

TOTAL FEES	**113,808.60**
TOTAL DISBURSEMENTS	**27,041.45**
TOTAL TAXES	**17,364.27**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**158,214.32**

Cassels

Invoice No:	2294362
Date:	August 31, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer: Kukulowicz, Shayne
Tel.: (416) 860-6463
E-mail: SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including July 31, 2025

Our Fees	119,849.00
Less Discount	(11,984.90)
Total Fees	107,864.10
Disbursements	17,297.45
Total Fees and Disbursements	125,161.55
HST @ 13.00%	15,744.91
TOTAL DUE (CAD)	**140,906.46**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No:	2294362
Matter No.:	059366-00005
Amount:	**CAD 140,906.46**
e-Transfer Payments:	payments@cassels.com
Credit Card Payments:	payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Jul-02-25	J. Noel	Review PPSA searches and draft registrations regarding lien releases;	0.90
Jul-02-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.50
Jul-02-25	E. Curtis	Reviewing open sale notices; updating internal trackers;	1.00
Jul-02-25	H. Dylewski	Continue receiving confirmations/verification statements relating to RBC syndicate liens pertaining Sale 022(H); Providing report of same;	0.30
Jul-02-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Instruct clerks to file discharges; Correspond with client regarding lien discharges;	3.80
Jul-02-25	H. Dylewski	Preparing draft MB PPSA financing change statement relating to non-syndicate liens pertaining Sale 184; Attending to the registration of financing statement; Receiving verification statement of same; Correspondence with working group with respect to same;	0.20
Jul-02-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 160; Attending to the registration of financing statements;	0.40
Jul-02-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 167; Attending to the registration of financing statements;	0.40
Jul-02-25	A. Glover	Report to A&M regarding sales 184 and 197;	0.80
Jul-02-25	T. Konechny	Attend to filing Alberta PPSA partial discharge in respect of non-RBC lien for sale 140;	0.20
Jul-02-25	T. Konechny	Attend to drafting Ontario PPSA discharge for non-RBC lien in respect of sale 201;	0.10
Jul-02-25	T. Konechny	Attend to drafting Ontario PPSA discharge for non-RBC lien in respect of sale 199;	0.10
Jul-02-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 167;	0.40
Jul-02-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 160;	0.40
Jul-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS;	0.40
Jul-02-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 204;	0.70
Jul-02-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS;	0.40
Jul-02-25	J. Trinh	Attending to registration of PPSA discharges in respect of Sale 130A; Receiving and reviewing PPSA verification statements;	0.20

Date	Name	Description	Hours
Jul-02-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 201 and providing report with respect to same;	0.10
Jul-02-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 022H and providing report with respect to same;	0.10
Jul-02-25	N. Levine	Review updates re missing VINs; correspondence regarding lien issues; emails regarding Walmart;	0.30
Jul-03-25	J. Noel	Review draft PPSA discharges regarding lien releases;	0.30
Jul-03-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.40
Jul-03-25	H. Dylewski	Attending to the registration of financing statements relating to non-syndicate liens pertaining Sale 022(H); Receiving confirmations and verification statements of same; Correspondence with working group with respect to same;	0.50
Jul-03-25	H. Dylewski	Receiving verification statements relating to RBC syndicate liens pertaining Sale 204;	0.30
Jul-03-25	H. Dylewski	Attending to the registration of financing statement relating to non-syndicate liens pertaining Sale 160; Receiving confirmation and verification statement of same; Correspondence with working group with respect to same;	0.40
Jul-03-25	E. Curtis	Reviewing open sale notices; reviewing bringdown searches and corresponding with the client;	2.80
Jul-03-25	A. Glover	Update internal tracker in respect of completed sales; Review correspondence from A&M regarding sale notices and potential sales;	0.50
Jul-03-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Instruct clerks to file discharges; Correspond with client regarding lien discharges;	2.30
Jul-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing initial search results;	0.20
Jul-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.40
Jul-03-25	T. Konechny	Attend to filing Ontario PPSA discharge for non-RBC lien in respect of sale 199;	0.10
Jul-03-25	T. Konechny	Attend to filing Ontario PPSA discharge for non-RBC lien in respect of sale 201;	0.10
Jul-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jul-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20

Date	Name	Description	Hours
Jul-03-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jul-03-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jul-03-25	T. Konechny	Attend to filing Ontario and British Columbia PPSA discharges for non-RBC lien in respect of sale 198;	0.20
Jul-03-25	J. Trinh	Attending to registration of non-RBC syndicate lien PPSA discharge in respect of Sale 156; Receiving and reviewing PPSA verification statement;	0.20
Jul-03-25	J. Trinh	Attending to registration of non-RBC syndicate lien PPSA discharges in respect of Sale 136; Receiving and reviewing PPSA verification statements;	0.30
Jul-03-25	N. Levine	Correspond with settlement party; review emails regarding missing assets; consider lien issues;	0.40
Jul-04-25	E. Curtis	Corresponding with client;	0.10
Jul-04-25	T. Li	Call with J. Trinh in respect of certain PPSA discharges and correspondence with working group regarding same;	0.20
Jul-04-25	H. Dylewski	Receiving confirmations/verification statements relating to RBC syndicate liens pertaining Sale 167; Providing report of same;	0.50
Jul-04-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Instruct clerks to file discharges; Correspond with client regarding lien discharges;	0.20
Jul-04-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jul-04-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jul-04-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN;	0.20
Jul-04-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jul-04-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN;	0.20
Jul-07-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 202;	0.50
Jul-07-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.70
Jul-07-25	M. Clarkson-Maciel	Review and markup of settlement agreement regarding	0.30

Date	Name	Description	Hours
		Ryson trucks, consideration of issues to manager;	
Jul-07-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges;	0.50
Jul-07-25	E. Curtis	Reporting to A&M;	0.10
Jul-07-25	A. Glover	Review initial searches for sale 191; Review draft discharges for sale 124;	0.60
Jul-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Jul-07-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 124;	0.50
Jul-07-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 191; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-07-25	J. Trinh	Attending to registration of non-RBC syndicate lien discharge in respect of Sale 170; Receiving and reviewing confirmation/verification of same;	0.20
Jul-07-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 110A; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-07-25	C. Potter	Matters regarding PPSA discharges and review correspondence regarding the same;	0.30
Jul-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 6 VINS;	0.90
Jul-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jul-07-25	N. Levine	Confer with counterparty; correspond with client; address lease issues	0.30
Jul-08-25	J. Noel	Review sale notices and potential sale notices;	0.10
Jul-08-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.20
Jul-08-25	E. Curtis	Reviewing bringdown searches and active sale notices;	0.80
Jul-08-25	A. Glover	Report to A&M on sale 191; Review correspondence regarding sale 079;	0.60
Jul-08-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges;	1.90
Jul-08-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20

Date	Name	Description	Hours
Jul-08-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; obtaining and reviewing search results;	0.30
Jul-08-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 4 VINS; conducting, obtaining and reviewing initial search results;	0.80
Jul-08-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN;	0.20
Jul-08-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Jul-08-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jul-08-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jul-08-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Jul-08-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jul-08-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 16(C);	0.50
Jul-08-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 194;	0.50
Jul-08-25	T. Konechny	Attend to filing PPSA partial discharges in respect of sale 79(A);	1.00
Jul-08-25	J. Trinh	Attending to registration of non-RBC syndicate lien PPSA discharge relating to Sale 124; Receiving and reviewing verification of same;	0.20
Jul-08-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 205; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-08-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 206; Receiving and reviewing PPSA confirmations/verifications; Attending to AB PPSA search and reviewing results of same relating to VIN already discharged; Providing report with respect to same;	1.00
Jul-08-25	C. Pendrith	Discussion with N. Levine; consider ways to amplify settlement pressure;	0.30

Date	Name	Description	Hours
Jul-08-25	N. Levine	Correspondence regarding lease buyouts and discharges;	0.20
Jul-09-25	J. Noel	Review PPSA searches and draft PPSA discharges regarding lien releases;	1.00
Jul-09-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.10
Jul-09-25	T. Li	Review of lien summaries and attending to discharge related matters;	1.00
Jul-09-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 208; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-09-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 104; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-09-25	J. Trinh	Attending to registration of non-RBC syndicate lien discharge in respect of Sale 79A; Attending to MB PPSA searches in respect of 2 VINS; Preparing complete MB PPSA discharges in respect of such VINs; Attending to registration of same; Receiving and reviewing confirmation/verification of same;	1.10
Jul-09-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 203; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-09-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges; Correspond with Quebec counsel regarding lien discharges;	1.80
Jul-09-25	A. Glover	Review draft discharges in respect of sale 079A; Review correspondence regarding upcoming sale notices;	0.60
Jul-09-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jul-09-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 6 VINS;	0.60
Jul-09-25	A. Slota	Attending to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 4 VINS; obtaining and reviewing balance of all search results;	0.80
Jul-09-25	A. Slota	Receiving and reviewing instructions; attending to Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20
Jul-09-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jul-09-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of	0.20

Date	Name	Description	Hours
		1 VIN;	
Jul-09-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Jul-09-25	N. Levine	Work on lease assignment issues; respond to client inquiries; address lien issues	1.00
Jul-10-25	J. Noel	Review PPSA search results and draft PPSA discharges regarding lien releases;	1.90
Jul-10-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.50
Jul-10-25	T. Li	Correspondence and call with client in respect of RSLA liens and discussion with working group regarding same; review of lien summaries and attending to other discharge-related matters;	2.50
Jul-10-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges;	0.60
Jul-10-25	A. Glover	Review searches in respect of sale 194 and report on same; Order draft discharges in respect of sale 194; Review discharges for sale 016(B) and instruct clerks to file; Correspondence with A&M regarding liens from potential incoming financiers; Review internal tracker of completed sales and update same;	1.50
Jul-10-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 7 VINS;	0.30
Jul-10-25	T. Konechny	Attend to drafting Ontario PPSA discharge in respect of non-RBC lien for sale 206;	0.20
Jul-10-25	T. Konechny	Attend to drafting British Columbia PPSA discharge in respect of non-RBC lien for sale 205;	0.20
Jul-10-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; obtaining and reviewing search results;	0.20
Jul-10-25	C. Potter	Matters regarding RSLA liens and related matters; correspondence regarding the same; matters relating to discharges and related items;	0.40
Jul-10-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 178A; Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	0.80
Jul-10-25	J. Trinh	Attending to preparation and registration of RBC syndicate lien discharges in respect of sale 022(I); Receiving and reviewing PPSA confirmations/verifications; Providing report with respect to same;	1.50
Jul-10-25	N. Levine	Confer with client regarding settlement; correspondence with counter party regarding same; consider strategy issues; discuss lien claim issues with Cassels team; confer with purchaser counsel	1.10

Date	Name	Description	Hours
Jul-11-25	J. Noel	Review draft PPSA discharges and PPSA searches regarding lien releases;	0.90
Jul-11-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.90
Jul-11-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 210;	0.20
Jul-11-25	A. Glover	Review correspondence regarding upcoming sale notices and potential sales;	0.20
Jul-11-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges;	0.30
Jul-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 7 VINS; obtaining and reviewing search results;	0.70
Jul-11-25	T. Konechny	Attend to filing Ontario partial PPSA discharges for non-RBC liens in respect of sale 16(C);	0.20
Jul-11-25	J. Trinh	Attending to registration of PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 206; Receiving and reviewing confirmation/verification of same;	0.30
Jul-11-25	J. Trinh	Preparing draft PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 178(A);	0.20
Jul-11-25	J. Trinh	Preparing draft PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 208;	0.20
Jul-11-25	N. Levine	Confer with client regarding settlement, confer with lease buyout party, review motion materials	0.70
Jul-12-25	S. Kukulowicz	Review of the Monitor's First Supplement to its 26th Report;	0.30
Jul-13-25	N. Levine	Review materials; consider RSLA materials;	0.20
Jul-14-25	T. Li	Review of lien summaries and attending to discharge related matters; review B.C. and Alberta RSLA-equivalent legislation and finalize and circulate guidance to client in respect of screening of RSLA liens;	2.40
Jul-14-25	E. Curtis	Reviewing active sale notices and updating internal trackers;	1.40
Jul-14-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.40
Jul-14-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 207;	0.20
Jul-14-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 062A; Receiving and providing report with respect to same;	0.20
Jul-14-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 210 and providing report with respect to same;	0.20
Jul-14-25	J. Trinh	Preparing draft PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 203);	0.20
Jul-14-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges; Correspond with Quebec counsel regarding lien discharges; Instruct clerks to order PPSA searches in respect of vehicles sold by Pride dealers;	2.60

Date	Name	Description	Hours
Jul-14-25	M. Clarkson-Maciel	Markup and drafting of settlement and release agreement regarding Ryson agreement; consideration of issues regarding the same;	6.20
Jul-14-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 207; Attending to the registration of financing statements; Receiving confirmations/verification statements of same; Providing report of same;	0.70
Jul-14-25	A. Glover	Review discharges in respect of sales 203 and 208; Report to A&M regarding sale 206;	0.70
Jul-14-25	E. Hyderman	Review and comment on draft release agreement; correspondence with M. Clarkson-Maciel regarding same;	0.40
Jul-14-25	J. Fleisher	Matters regarding the RSLA;	0.50
Jul-14-25	T. Konechny	Attend to drafting Alberta PPSA discharge for non-RBC lien in respect of sale 207;	0.20
Jul-14-25	T. Konechny	Attend to filing British Columbia PPSA discharge in respect of non-RBC lien for sale 205;	0.10
Jul-14-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 207;	0.40
Jul-14-25	C. Potter	Matters regarding repair and storage lien and related matters; correspondence regarding the same;	0.60
Jul-14-25	N. Levine	Mark up settlement; discuss same with client; discuss RSLA lien issues with Cassels team	1.20
Jul-15-25	T. Li	Review of lien summaries and attending to discharge-related matters;	0.80
Jul-15-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.40
Jul-15-25	J. Trinh	Attending to registration of PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 203; Receiving and reviewing confirmation/verification of same;	0.20
Jul-15-25	E. Curtis	Reviewing drafting financing statements; reviewing bringdowns for active sale notices;	1.50
Jul-15-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges;	1.00
Jul-15-25	M. Clarkson-Maciel	Drafting settlement agreement; correspondence regarding the same;	0.50
Jul-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 149(A); Attending to the registration of financing statements; Receiving confirmations/verification statements of same; Providing report of same;	0.50
Jul-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 149(A); Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.70

Date	Name	Description	Hours
		Providing report of same;	
Jul-15-25	A. Glover	Review correspondence regarding potential sales and upcoming sale notices;	0.10
Jul-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 149(A);	0.40
Jul-15-25	T. Konechny	Attend to filing Alberta PPSA discharge for non-RBC lien in respect of sale 207;	0.10
Jul-15-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 211;	0.20
Jul-15-25	J. Trinh	Attending to registration of PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 178(A); Receiving and reviewing confirmation/verification of same;	0.30
Jul-15-25	J. Trinh	Attending to PPSA VIN search in respect of sale 149A;	0.20
Jul-15-25	J. Trinh	Receiving results of PPSA VIN search in respect of sale 207 and providing report with respect to same;	0.20
Jul-15-25	J. Trinh	Attending to registration of PPSA discharge financing statement in respect of non-RBC syndicate liens pertaining to Sale 208; Receiving and reviewing confirmation/verification of same;	0.20
Jul-15-25	C. Pendrith	Review release and consider issues; call with N. Levine;	0.50
Jul-15-25	N. Levine	Revise agreement; work on additional lien issues; confer with client;	0.80
Jul-16-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.40
Jul-16-25	T. Li	Review of lien summaries and attending to discharge related matters;	0.90
Jul-16-25	J. Trinh	Receiving results of PPSA VIN search in respect of sale 149A and providing report with respect to same;	0.20
Jul-16-25	J. Trinh	Attending to bankruptcy and insolvency searches in respect of Jasvir Singh Johal and Sulakhan Singh Johal;	0.20
Jul-16-25	H. Dylewski	Receiving BIA search results; Correspondence with working group with respect to same;	0.20
Jul-16-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges; Instruct clerks to order bankruptcy searches against Sulakhan Singh Johal and Jasvir Johal; Review results of same;	1.20
Jul-16-25	A. Glover	Review correspondence regarding upcoming sale notices from A&M;	0.20
Jul-16-25	E. Curtis	Reviewing bringdown searches; corresponding with client;	0.20
Jul-16-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 211 and providing report with respect to same;	0.20
Jul-16-25	N. Levine	Address potential litigation issues; review agreement; confer with client regarding status; consider searches and lien issues;	1.30

Date	Name	Description	Hours
Jul-17-25	J. Noel	Review sale notices;	0.20
Jul-17-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.30
Jul-17-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 187;	0.10
Jul-17-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 124; Receiving and providing report with respect to results of same;	0.20
Jul-17-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 211;	0.10
Jul-17-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 212;	0.20
Jul-17-25	T. Li	Review of lien summaries and attending to discharge related matters;	0.60
Jul-17-25	E. Curtis	Corresponding with client;	0.20
Jul-17-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges;	0.20
Jul-17-25	C. Pendrith	Various emails concerning settlement documents; discussion with N. Levine concerning scope of release;	0.30
Jul-17-25	S. Kukulowicz	Telephone attendance with N. Levine and review of Ryson settlement agreement; conference call with A&M regarding Ryson settlement;	0.90
Jul-17-25	N. Levine	Work on settlement issues; calls with client regarding same; correspondence regarding lien issues;	1.80
Jul-18-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.20
Jul-18-25	E. Curtis	Updating internal trackers;	0.20
Jul-18-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Correspond with client regarding lien discharges;	0.10
Jul-18-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 212 and providing report with respect to same;	0.20
Jul-18-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 187 and providing report with respect to same;	0.20
Jul-18-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 211 and providing report with respect to same;	0.20
Jul-18-25	N. Levine	Confer with team regarding settlement and lien issues;	0.30
Jul-21-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.10
Jul-21-25	T. Li	Review of lien summaries and attending to discharge related matters;	0.60
Jul-21-25	E. Curtis	Reviewing open sale notices; internal correspondence;	0.30
Jul-21-25	A. Glover	Review correspondence regarding upcoming sale notices;	0.10
Jul-21-25	S. Kukulowicz	Review of proposed revisions to Schedule D of Collateral Management Order and related emails;	0.20
Jul-21-25	N. Levine	Correspondence regarding revised schedules; confer with client regarding settlement;	0.60
Jul-21-25	M. Clarkson-Maciel	Review and analysis of amendments to schedule to Amended Syndicate Collateral Management Order regarding expansion of Manager's assets;	0.30

Date	Name	Description	Hours
Jul-22-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.90
Jul-22-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 182(A); Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.70
Jul-22-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 135; Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.50
Jul-22-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges; Correspond with client regarding lien discharges;	0.20
Jul-22-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 210; Attending to the registration of financing statements; Receiving confirmations/verification statements of same; Providing report of same;	0.50
Jul-22-25	A. Glover	Review correspondence regarding upcoming sale notices and potential sales;	0.10
Jul-22-25	E. Curtis	Reviewing open sale notices and corresponding internally;	0.20
Jul-22-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 135;	0.40
Jul-22-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 182(A);	0.40
Jul-22-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 210;	0.40
Jul-22-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 210;	0.20
Jul-22-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 135;	0.20
Jul-22-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 182A;	0.20
Jul-22-25	N. Levine	Address settlement issues; confer with client regarding same;	0.30
Jul-23-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.50
Jul-23-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 182A and providing report with respect to same;	0.20
Jul-23-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 211;	0.20
Jul-23-25	J. Trinh	Preparing draft PPSA discharge financing statements pertaining to non-RBC syndicate liens in respect of Sale 182(A)	0.20
Jul-23-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 110B;	0.20
Jul-23-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 187;	0.20
Jul-23-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 210 and providing report with respect to same;	0.20
Jul-23-25	J. Trinh	Attending to PPSA VIN search in respect of Sale 113;	0.20
Jul-23-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 135	0.20

Date	Name	Description	Hours
		and providing report with respect to same;	
Jul-23-25	J. Trinh	Attending to additional PPSA VIN search in respect of Sale 137;	0.20
Jul-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 113; Attending to the registration of financing statements; Receiving confirmations/verification statements of same; Providing report of same;	0.60
Jul-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 211; Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.50
Jul-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 187; Attending to the registration of financing statements; Receiving confirmations/verification statements of same; Providing report of same;	0.60
Jul-23-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 110(B); Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.50
Jul-23-25	E. Curtis	Reviewing active sale notices;	1.70
Jul-23-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges;	0.80
Jul-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 113;	0.40
Jul-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 187;	0.40
Jul-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 110(B);	0.40
Jul-23-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba and Saskatchewan PPSA partial discharges in respect of sale 211;	0.40
Jul-23-25	S. Kukulowicz	Review of emails regarding additional VINs for Schedule D;	0.20
Jul-23-25	N. Levine	Email with purchaser; confer with client regarding sale issues; correspondence regarding liens;	0.50
Jul-24-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.30
Jul-24-25	E. Curtis	Updating internal trackers for active sale notices;	0.50
Jul-24-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 110B and providing report with respect to same;	0.20
Jul-24-25	T. Li	Review of lien summaries and attending to discharge related matters;	0.60
Jul-24-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 211 and providing report with respect to same;	0.20
Jul-24-25	S. Rothery	Attend to PPSA matters; update internal status tracking	0.60

Date	Name	Description	Hours
		sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare draft discharges; correspond with client regarding lien discharges;	
Jul-24-25	M. Clarkson-Maciel	Redacting documentation prepared by Manager regarding transition of leases;	0.20
Jul-24-25	J. Trinh	Receiving results of PPSA VIN searches in respect of Sale 137 and providing report with respect to same;	0.20
Jul-24-25	J. Trinh	Receiving results of PPSA VIN search in respect of Sale 187 and providing report with respect to same;	0.20
Jul-24-25	J. Trinh	Preparing draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to Sale 016(C);	0.10
Jul-24-25	J. Trinh	Preparing draft PPSA discharge financing statement in respect of non-RBC syndicate lien pertaining to Sale 203;	0.10
Jul-24-25	J. Trinh	Receiving results of PPSA VIN searches in respect of Sale 113 and providing report with respect to same;	0.20
Jul-24-25	N. Levine	Correspond with leasee; confer with client	0.40
Jul-25-25	J. Noel	Review PPSA search results and draft discharges regarding lien releases;	1.30
Jul-25-25	E. Curtis	Internal correspondence;	0.20
Jul-25-25	T. Li	Review of lien summaries and attending to discharge related matters;	0.60
Jul-25-25	M. Clarkson-Maciel	Call with VK law regarding letters to Manager on Tpine leases; review of documentation in preparation for the call;	0.50
Jul-25-25	E. Hyderman	Review and briefly summarize the relief being sought in the motion record served in connection with the August 1, 2025, hearing; correspondence with Cassels team regarding same;	0.30
Jul-25-25	N. Levine	Work on settlement matters; address lien issues; address lease matters; confer with client; review record;	1.20
Jul-25-25	S. Kukulowicz	Review of motion materials regarding sale of various real estate and proposed distributions; review of the Monitor's 29th Report;	0.80
Jul-28-25	E. Curtis	Internal correspondence;	0.20
Jul-28-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; correspond with client regarding lien discharges;	0.20
Jul-28-25	M. Clarkson-Maciel	Review of Tpine leases in preparation for call with counsel for Wings Freightways, 2834021 Ontario, and I-Way Transport; considering issues;	1.00
Jul-28-25	E. Hyderman	Review motion record to verify that the distribution of the factoring proceeds is not part of the relief being sought at the August 1, 2025, hearing; correspondence with N. Levine regarding same;	0.70
Jul-28-25	N. Levine	Correspondence regarding hearing; confer with client regarding order and POA issues; review motion materials;	1.00

Date	Name	Description	Hours
		consider next steps; emails regarding liens;	
Jul-28-25	S. Kukulowicz	Review of emails regarding court materials;	0.20
Jul-29-25	J. Noel	Discussions with Cassels team regarding Manitoba PPSA registration;	0.50
Jul-29-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.60
Jul-29-25	T. Li	Correspondence with client in respect of RSLA liens and consider draft e-mail to monitor; review of orders in respect of discretion to make certain determinations relating to validity of RSLA liens; correspondence with working group regarding same; correspondence with clerks in respect of certain discharged PPSA registration; coordinate working group response to same;	4.20
Jul-29-25	E. Curtis	Reviewing sale accidentally discharges in the VIN reconciliation project; Internal correspondence;	0.30
Jul-29-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 186; Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	1.50
Jul-29-25	M. Clarkson-Maciel	Call with VK law regarding TPine leased vehicles to Wings Freightway Inc, 2834021 Ontario Inc, and I-Way Transport Inc.; reviewing court orders and lease agreements regarding the same; considering issues;	5.50
Jul-29-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare draft discharges; correspond with client regarding lien discharges;	1.30
Jul-29-25	E. Hyderman	Begin to review court materials on the Monitor's website and summarize same regarding the servicer dispute; discussions with M. Clarkson-Maciel regarding same;	2.90
Jul-29-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 5 VINS; conducting searches;	0.60
Jul-29-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Jul-29-25	J. Trinh	Attending to registration of PPSA discharge financing statement in respect of RBC syndicate liens pertaining to Sale 209; receiving and reviewing confirmation/verification of same; investigating with respect to discharge of MB PPSA Reg. No. 202400285804;	0.70
Jul-29-25	J. Trinh	Attending to registration of PPSA discharge financing statement in respect of RBC syndicate liens pertaining to Sale 212; Receiving and reviewing confirmation/verification of same;	0.70
Jul-29-25	J. Trinh	Investigating with respect to discharge of MB PPSA Reg. No. 202400285804; attending to various MB PPSA searches;	1.50

Date	Name	Description	Hours
		receiving and reviewing results of same; call with MB PPR with respect to reinstatement of discharged PPSA registration; correspondence and discussions with working group with respect to MB PPSA matters;	
Jul-29-25	N. Levine	Calls regarding lease issues; call with client regarding POA; address lien discharge issues; calls with client regarding lien matters; calls with Fasken regarding same;	2.30
Jul-30-25	K. Seo	Attending to administrative matters; updating sale trackers;	3.30
Jul-30-25	T. Li	Extensive calls and correspondence with working group, counsel to Monitor and counsel to Royal Bank of Canada in respect of discharged Manitoba PPSA registration and proposed rectification of same; review of Manitoba PPSA regarding provisions in respect of inadvertently-discharged lien registrations; prepare internal memorandum in respect of same for further consideration; review of bring-down due diligence searches in Manitoba regarding related registrations and motor vehicle collateral; review of lien discharge summaries and attending to related matters;	4.40
Jul-30-25	M. Clarkson-Maciel	Call with N. Levine regarding analysis on TPine lease securitisation program; consideration of analysis prepared by E. Hyderman; drafting correspondence to client regarding next steps; considering issues;	1.30
Jul-30-25	S. Rothery	Attend to PPSA matters; Update internal status tracking sheet of Pride vehicle sales and discharges; Review PPSA searches and draft lien discharges;	0.20
Jul-30-25	E. Hyderman	Continue to review court materials on the Monitor's website and summarize same regarding the servicer dispute; correspondence with M. Clarkson-Maciel regarding same;	1.90
Jul-30-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 5 VINS; obtaining and reviewing balance of all search results;	0.60
Jul-30-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Jul-30-25	N. Levine	Work on POA issues; call with Fasken regarding same; address lien issues and calls with Fasken and Cassels team members regarding same; address settlement issues;	1.30
Jul-31-25	K. Seo	Attending to administrative matters; updating sale trackers;	4.50
Jul-31-25	J. Noel	Discussions with Cassels team regarding Manitoba PPSA registration; review VINs discharged per A&M Sale Notices;	1.00
Jul-31-25	J. Trinh	Providing list of discharged VINS relating to Pride Truck Rental Inc. to working group;	0.30
Jul-31-25	J. Trinh	Call with A. Park of Ecore with respect to MB discharge matter;	0.20
Jul-31-25	T. Li	Extensive calls and correspondence with working group, counsel to Monitor and counsel to Royal Bank of Canada in respect of discharged Manitoba PPSA registration and	4.50

Date	Name	Description	Hours
		proposed rectification of same; review of Manitoba PPSA results and correspond with counsel to RBC in respect of certain discharges; finalize internal memorandum in respect of same; review of bring-down due diligence searches in Manitoba regarding related registrations and motor vehicle collateral; review of lien discharge summaries and attending to related due diligence matters;	
Jul-31-25	E. Curtis	Reviewing VIN accidently discharged by Osler to confirm properly discharges and do not need to be reconciled;	1.10
Jul-31-25	M. Clarkson-Maciel	Follow up correspondence regarding leases;	0.20
Jul-31-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 200; Attending to the registration of financing statements; Receiving confirmations/verification statements of same;	0.70
Jul-31-25	A. Glover	Internal working group call regarding reconstruction of discharged Manitoba registration;	0.30
Jul-31-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; prepare list of Pride Truck Sales Ltd. vehicles discharged by Cassels; discussion with T. Li regarding same;	1.70
Jul-31-25	A. Slota	Receiving and reviewing instructions; attending to BC PPSA due diligence request matters in respect of Pride Truck Sales Ltd.; obtaining copies of corporate documents; reviewing search results and preparing report with respect to same;	0.30
Jul-31-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing initial search results;	0.60
Jul-31-25	T. Konechny	Attend to drafting and filing BC, Alberta, and Saskatchewan PPSA partial discharges in respect of sale 200;	0.40
Jul-31-25	C. Potter	Matters regarding PPSA discharge matters and correspondence regarding the same;	0.30
Jul-31-25	S. Kukulowicz	Telephone attendance with N. Levine regarding registration discharge issue and related emails; update on Ryson settlement;	0.30
Jul-31-25	C. Pendrith	Attend call with N. Levine and A&M;	0.20
Jul-31-25	N. Levine	Address discharge issues; calls with Fasken and A&M; call with Linklaters regarding POA; work on settlement issues; discussions regarding same; call with Osler;	2.10

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Fleisher, Jonathan	Partner	0.50	1,190.00	595.00
Potter, Carla	Partner	1.60	840.00	1,344.00

Name	Title	Hours	Rate	Amount
Pendrith, Colin	Partner	1.30	950.00	1,235.00
Levine, Natalie	Partner	19.30	1,025.00	19,782.50
Kukulowicz, Shayne	Partner	2.90	1,650.00	4,785.00
Seo, Kevin	Associate	28.20	500.00	14,100.00
Noel, J'Davia	Associate	8.10	525.00	4,252.50
Li, Timon	Associate	23.30	550.00	12,815.00
Curtis, Erin	Associate	12.80	500.00	6,400.00
Rothery, Shae	Associate	21.50	500.00	10,750.00
Clarkson-Maciel, Matteo	Associate	16.00	700.00	11,200.00
Glover, Anna	Associate	6.30	500.00	3,150.00
Hyderman, Eva	Associate	6.20	500.00	3,100.00
Konechny, Tiffany	Law Clerk / Paralegal	10.30	450.00	4,635.00
Trinh, Julia	Law Clerk / Paralegal	22.30	500.00	11,150.00
Dylewski, Hannah	Law Clerk / Paralegal	11.20	400.00	4,480.00
Slota, Alex	Law Clerk / Paralegal	13.50	450.00	6,075.00
TOTAL (CAD)		**205.30**		**119,849.00**

Our Fees	119,849.00	
Less Discount	(11,984.90)	
Total Fees	107,864.10	
HST @ 13.00%	14,022.33	
TOTAL FEES & TAXES (CAD)		**121,886.43**

DISBURSEMENT SUMMARY		
Non-Taxable Disbursements		
BC Online - PPSA Search/Registrations	356.50	
PPSA - Registration/Applic./Discharges	2,528.35	
Electronic Due Diligence	766.00	
Corporate Filings	396.00	
Total Non-Taxable Disbursements	4,046.85	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	10,878.60	
Electronic Due Diligence	1,486.50	
Agency Fees and Disbursements	885.50	
Total Taxable Disbursements	13,250.60	
HST @ 13.00%	1,722.58	
Total Taxable Disbursements & Taxes	14,973.18	

TOTAL DISBURSEMENTS & TAXES (CAD)	**19,020.03**

TOTAL FEES	**107,864.10**
TOTAL DISBURSEMENTS	**17,297.45**
TOTAL TAXES	**15,744.91**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**140,906.46**

Cassels

Invoice No:	2297659
Date:	September 30, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer: Kukulowicz, Shayne
Tel.: (416) 860-6463
E-mail: SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including August 31, 2025

Our Fees	107,497.00
Less Discount	(10,749.70)
Total Fees	96,747.30
Disbursements	14,191.10
Total Fees and Disbursements	110,938.40
HST @ 13.00%	13,982.80
TOTAL DUE (CAD)	**124,921.20**

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Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:
Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2297659
Matter No.: 059366-00005

Amount: **CAD 124,921.20**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Aug-01-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.20
Aug-01-25	M. Clarkson-Maciel	Reviewing and providing advice on correspondence to Manager regarding lease between Tpine leasing and allegations made by counsel to 2834021 Ontario Inc.;	0.40
Aug-01-25	M. Clarkson-Maciel	Correspondence with VK law regarding claims under Tpine lease agreements; correspondence with A&M regarding the same;	0.80
Aug-01-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges;	0.10
Aug-01-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results, further to same;	0.60
Aug-01-25	N. Levine	Work on closing documents; call with OMVIC	0.70
Aug-01-25	N. Levine	Call with client regarding outstanding issues and lien issues; review correspondence regarding same;	0.70
Aug-05-25	A. Glover	Review update regarding accidental discharge of certain Manitoba registrations;	0.10
Aug-05-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.20
Aug-05-25	T. Li	Correspondence with working group in respect of Manitoba regarding-registration; review of lien summaries and attending to discharge and security related matters;	1.10
Aug-05-25	M. Clarkson-Maciel	Reviewing and considering documentation regarding wings freightway Inc., I-way transport Inc, and 2834021 Ontario inc obligor letters; reviewing correspondence between Monitor and BDO regarding the same and MCV resolutions;	0.40
Aug-05-25	E. Hyderman	Revising recitals and signature page of settlement agreement; discussion with N. Levine regarding same; reviewing August 1, 2025, endorsement;	0.80
Aug-05-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges;	0.10
Aug-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Aug-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting searches;	0.20
Aug-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Aug-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining	0.30

Date	Name	Description	Hours
		and reviewing initial search results;	
Aug-05-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Aug-05-25	C. Pendrith	Review settlement documents and discuss same with N. Levine and A&M team;	0.50
Aug-05-25	S. Kukulowicz	Telephone attendance with N. Levine regarding update on various issues; review of related email;	0.20
Aug-05-25	N. Levine	Revise settlement; discussion with client regarding same; internal discussion regarding same; call to Fasken regarding lien issues; address US POA issues; review lease spreadsheet;	2.50
Aug-06-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.70
Aug-06-25	T. Li	Review of Manitoba regarding-registration; review of lien summaries and attending to related lien discharge and security matters;	1.60
Aug-06-25	H. Dylewski	Correspondence with client with respect to PPSA discharge confirmations relating to RBC syndicate liens pertaining Sales 200, 212, 209 and 186;	0.40
Aug-06-25	M. Clarkson-Maciel	correspondence regarding redbox order; reviewing documentation received via service list to determine relevance to manager;	0.40
Aug-06-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; discussion with T. Li regarding status of Manitoba PPSA registration as against Pride Truck Sales Ltd.;	0.50
Aug-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Aug-06-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.20
Aug-06-25	A. Slota	Attending to ongoing Ontario, Alberta and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Aug-06-25	A. Slota	Attending to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Aug-06-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Aug-06-25	N. Levine	Work on lien discharge issues; address lease matters; calls with client regarding same;	1.20
Aug-07-25	E. Curtis	Reviewing active sale notices;	1.40
Aug-07-25	A. Glover	Review draft discharges for sales 016(C), 135, 113, 203 and 182(A); Review bringdown searches in respect of sale 110(B) and flag potential incoming financier's lien to A&M;	2.00

Date	Name	Description	Hours
Aug-07-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.40
Aug-07-25	E. Hyderman	Finalize execution version of the Ryson settlement agreement; correspondence with N. Levine regarding same;	0.30
Aug-07-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 189; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Aug-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Aug-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Aug-07-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting searches;	0.20
Aug-07-25	T. Konechny	Attend to drafting and filing BC, Alberta, and Saskatchewan PPSA partial discharges in respect of sale 189;	0.30
Aug-07-25	N. Levine	Work on settlement issues; calls with client; address lease issues; address lien discharge matters	0.80
Aug-08-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.50
Aug-08-25	A. Glover	Report to A&M in respect of sales 016(C), 113 and 203; update internal trackers to reflect completion of sale;	1.20
Aug-08-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 187;	0.30
Aug-08-25	H. Dylewski	Preparing draft MB PPSA discharge financing statements relating to RBC syndicate liens pertaining Sales 212, 209, 200, 186 and 189; attending to the registration of financing statements; receiving verification statements of same; providing report of same;	0.80
Aug-08-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 172; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.90
Aug-08-25	E. Hyderman	Distributing settlement agreement for execution; correspondence with N. Levine and Manager team regarding same;	0.20
Aug-08-25	J. Trinh	Attending to registration of non-syndicate RBC lien pertaining to Sale 135; receiving and reviewing confirmation/verifcation of same;	0.30
Aug-08-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 214;	0.20

Date	Name	Description	Hours
Aug-08-25	J. Trinh	Attending to registration of non-syndicate RBC lien pertaining to Sale 16C; receiving and reviewing confirmation/verifcation of same;	0.30
Aug-08-25	J. Trinh	Attending to registration of non-syndicate RBC lien pertaining to Sale 203; receiving and reviewing confirmation/verifcation of same;	0.30
Aug-08-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to Sale 214;	0.80
Aug-08-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to Sale 107(B);	0.80
Aug-08-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 107(B);	0.20
Aug-08-25	J. Trinh	Attending to registration of non-syndicate RBC lien pertaining to Sale 113; receiving and reviewing verifcation of same;	0.20
Aug-08-25	J. Trinh	Attending to registration of non-syndicate RBC lien pertaining to Sale 182; receiving and reviewing confirmation/verifcation of same;	0.30
Aug-08-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 172;	0.20
Aug-08-25	S. Kukulowicz	Telephone attendance with N. Levine regarding releases of liens in connection with auctions; review of related emails;	0.40
Aug-08-25	N. Levine	Address lease buy out issues; finalize settlement; calls with client; calls with Cassels team regarding order and real estate issues; address lien release matters	1.70
Aug-11-25	E. Curtis	Reviewing correspondence;	0.20
Aug-11-25	A. Glover	Review correspondence regarding upcoming sale notices;	0.20
Aug-11-25	T. Li	Review and consider lien summaries; correspondence with working group in respect of certain sale transactions; attending to discharge and related security matters;	0.80
Aug-11-25	E. Hyderman	Reviewing correspondence from opposing counsel regarding status of settlement agreement execution;	0.10
Aug-11-25	J. Noel	Review draft PPSA discharges regarding lien releases.	0.30
Aug-11-25	H. Dylewski	Attending to the registration of PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 187; receiving confirmations and verification statements of same; correspondence with working group with respect to same;	0.60
Aug-11-25	H. Dylewski	Attending to an ON PPSA VIN search; receiving and reviewing results of same; correspondence with working group with respect to same;	0.20
Aug-11-25	M. Clarkson-Maciel	Correspondence regarding dispute with Tpine lessees;	0.10
Aug-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Aug-11-25	A. Slota	Attending to Ontario, Manitoba and Saskatchewan PPSA	0.30

Date	Name	Description	Hours
		VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	
Aug-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.20
Aug-11-25	N. Levine	Address lease issues; follow up with counsel to additional leases; address lien issues; work on settlement issues;	1.70
Aug-11-25	A. Slota	Attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.30
Aug-11-25	A. Slota	Attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.20
Aug-11-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Aug-11-25	A. Slota	Attending to ongoing Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Aug-12-25	E. Curtis	Reviewing correspondence; reviewing draft discharge;	0.30
Aug-12-25	A. Glover	Review searches, order draft discharges and flag incoming financiers lien to A&M regarding sale 186; review discharges and report to A&M regarding sale 182; review searches and provide instructions to clerks regarding discharges for sale 189; flag incoming financiers lien to A&M for sale 189;	3.10
Aug-12-25	T. Li	Review and consider lien summaries; correspondence with working group in respect of certain sale transaction and Quebec due diligence; attending to discharge and related security matters;	0.70
Aug-12-25	J. Noel	Review draft PPSA discharges and PPSA search results regarding lien releases;	1.60
Aug-12-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.80
Aug-12-25	E. Hyderman	Compiling executed settlement agreement signature pages; correspondence with N. Levine regarding unaccounted for signature; reviewing correspondence with opposing counsel regarding same; correspondence with Cassels team and the Manager regarding compiled fully executed settlement agreement; reviewing correspondence regarding VIN to be returned;	0.50
Aug-12-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	1.10
Aug-12-25	H. Dylewski	Preparing draft ON PPSA financing change statement relating to non-syndicate liens pertaining Sale 189; attending to the registration of PPSA financing statement; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.50

Date	Name	Description	Hours
Aug-12-25	H. Dylewski	Attending to the registration of PPSA financing change statement relating to non-syndicate liens pertaining Sale 182(A);	0.20
Aug-12-25	T. Konechny	Attend to drafting Saskatchewan PPSA discharges for non-RBC liens in respect of sale 212;	0.20
Aug-12-25	N. Levine	Work on lease issues; address Redbox truck; multiple calls with client; address settlement issues; address lien issues;	1.70
Aug-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 116;	0.40
Aug-13-25	E. Curtis	Updating correspondence; reviewing draft discharge;	0.60
Aug-13-25	A. Glover	Review draft discharges in respect of sale 212; report to A&M regarding sale 189; correspondence with clerks regarding sale 186;	0.70
Aug-13-25	T. Li	Discussions with J. Noel and S. Rothery in respect of certain discharged securitization registration and correspondence and calls with N. Levine and client regarding same; discuss further with N. Levine and review of correspondence with counsel to RBC securitization team and collateral manager; review of lien summaries and attending to related lien discharge and priority review matters;	1.50
Aug-13-25	J. Noel	Review draft PPSA discharges and PPSA search results regarding lien release; discussions with Cassels team regarding discharged Tpine securitization lien;	1.10
Aug-13-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.10
Aug-13-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	1.10
Aug-13-25	H. Dylewski	Preparing draft ON PPSA financing change statements relating to non-syndicate liens pertaining Sale 186;	0.40
Aug-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 116; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.70
Aug-13-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 220; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20

Date	Name	Description	Hours
Aug-13-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 220;	0.40
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, searches;	0.20
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing initial search results;	0.40
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Manitoba and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Aug-13-25	C. Potter	Matters regarding PPSA registrations and discharge issue; correspondence regarding the same;	0.40
Aug-13-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; conducting, obtaining and reviewing initial search results;	0.30
Aug-13-25	N. Levine	Address lease issues; work on lien discharge matters; consider next steps; work on settlement issues;	2.70
Aug-14-25	E. Curtis	Internal correspondence;	0.10
Aug-14-25	A. Glover	Review draft discharges and report to A&M regarding sale 189;	0.70
Aug-14-25	J. Noel	Review PPSA search results regarding lien releases; discussions with Cassels team regarding PPSA search results;	0.50
Aug-14-25	M. Clarkson-Maciel	Reviewing correspondence and documentation related to claims from 223526 Alberta Ltd regarding rental agreements with Pride Fleet Solutions;	0.50
Aug-14-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare draft discharges; correspond with client regarding lien discharges;	0.70
Aug-14-25	A. Slota	Attending to ongoing Ontario, Manitoba and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Aug-14-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing search results;	0.20
Aug-14-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN;	0.20

Date	Name	Description	Hours
		obtaining and reviewing balance of all search results;	
Aug-14-25	A. Slota	Attending to ongoing Ontario, British Columbia and Alberta PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results, further to same;	0.40
Aug-14-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-14-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 2 VINS; obtaining and reviewing balance of all search results;	0.30
Aug-14-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-14-25	T. Konechny	Attend to filing Saskatchewan PPSA discharges for non-RBC liens in respect of sale 212;	0.20
Aug-14-25	T. Konechny	Conduct ON PPSA search to review against 1 VIN;	0.10
Aug-14-25	S. Kukulowicz	Review of emails and telephone attendance with N. Levine regarding 3rd party payment for a different party's truck;	0.20
Aug-14-25	N. Levine	Multiple calls with client regarding lease issues; address inquiry from additional lease; consider full service lease issues with client; address stipulation;	1.90
Aug-15-25	A. Glover	Review status of vehicles listed in schedule B to settlement and mutual release between A&M and Ryson;	0.90
Aug-15-25	T. Li	Calls and correspondence with working group in respect of Tpine regarding-registration, lien summaries and Ryson settlement; review of PPSA search results and bring-down due diligence; attending to lien discharge and security related matters;	0.90
Aug-15-25	J. Noel	Discussions with Cassels team regarding PPSA search results and lien releases; review PPSA search results; review draft PPSA discharges regarding lien releases;	1.00
Aug-15-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.00
Aug-15-25	E. Hyderman	Discussion with N. Levine regarding draft limited power of attorney stipulation; review and comment on same; review orders and motion materials on the Monitor's website regarding the definition of the RBC Bilat collateral; review the fourth amended credit agreement in connection with same; correspondence with N. Levine regarding same;	2.90
Aug-15-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.30
Aug-15-25	H. Dylewski	Receiving ON PPSA VIN search results; correspondence with working group with respect to same; preparing draft ON PPSA financing change statement relating to Sale 187;	0.40
Aug-15-25	M. Clarkson-Maciel	Reviewing emails; considering issues related to IFT leases;	0.30
Aug-15-25	N. Levine	Calls regarding missing truck; confer with client regarding	3.40

Date	Name	Description	Hours
		sanctions issues; confer with counsel to creditor; address lien issues; confer with Cassels team regarding same; call with Osler regarding new lien issues; calls with Cassels team regarding PPSA issues;	
Aug-15-25	M. Clarkson-Maciel	Correspondence regarding enforcement of leased assets to 2834021 Ontario Inc from Tpine; considering issues;	0.30
Aug-16-25	E. Hyderman	Reviewing correspondence from regarding draft stipulation regarding US omnibus PoA;	0.10
Aug-16-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 221;	0.20
Aug-16-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 217;	0.20
Aug-16-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 216;	0.20
Aug-16-25	N. Levine	Revise stipulation and correspond with US counsel; call with client;	0.50
Aug-18-25	A. Glover	Review securitization registration to determine if VINs listed in Schedule B to agreement with Ryder were included therein;	0.50
Aug-18-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to 217;	0.80
Aug-18-25	T. Li	Correspondence with working group in respect of lien discharges; review lien discharge summaries and attending to security review and discharge-related matters;	0.90
Aug-18-25	J. Noel	Discussions with Cassels team regarding lien releases;	0.20
Aug-18-25	E. Hyderman	Reviewing correspondence regarding comments on the draft stipulation; reviewing correspondence regarding proper allocation of servicing responsibilities;	0.20
Aug-18-25	H. Dylewski	Attending to the registration of PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 187; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Aug-18-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 216; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Aug-18-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 221; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.70
Aug-18-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges;	0.40
Aug-18-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 216;	0.40
Aug-18-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 221;	0.50

Date	Name	Description	Hours
Aug-18-25	C. Potter	Matters regarding regarding-registration and discharge issue; calls regarding the same;	0.60
Aug-18-25	S. Kukulowicz	Emails and discussions regarding discharge of Tpine VINs;	0.50
Aug-18-25	N. Levine	Correspondence regarding RSLA issues; address missing truck issues; confer with Cassels and secured lender counsel regarding registration issue; review correspondence regarding support from Pride entities; draft additional emails regarding lien issues; confer with client; confer with US counsel regarding POA; call with company counsel regarding correspondence and lease matters;	2.80
Aug-19-25	E. Curtis	Internal correspondence;	0.10
Aug-19-25	A. Glover	Report to A&M regarding completion of Sale 209;	0.20
Aug-19-25	J. Trinh	Receiving PPSA VIN search results in respect of Sale 217 and providing report with respect to same;	0.20
Aug-19-25	J. Trinh	Receiving PPSA VIN search results in respect of Sale 216 and providing report with respect to same;	0.20
Aug-19-25	J. Trinh	Receiving PPSA VIN search results in respect of Sale 221 and providing report with respect to same;	0.20
Aug-19-25	T. Li	Correspondence with working group in respect of lien discharges; review lien discharge summaries and attending to security review and discharge-related matters;	0.50
Aug-19-25	M. Clarkson-Maciel	Correspondence and considering issues regarding dispute with Tpine lessees and alleged obligations of Tpine to maintain trucks; analysis of legal arguments made by counsel to lessees;	1.20
Aug-19-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges;	0.20
Aug-19-25	N. Levine	Calls regarding missing truck matters; draft email regarding registration; address service issues; confer with Cassels team regarding contracts;	1.60
Aug-20-25	T. Li	Correspondence with working group in respect of lien discharges; review lien discharge summaries and attending to security review and discharge-related matters; consider sale by U.S. entity and review of orders regarding same;	1.20
Aug-20-25	M. Clarkson-Maciel	Correspondence and considering issues regarding dispute with Tpine lessees and alleged obligations of Tpine to maintain trucks;	0.40
Aug-20-25	M. Clarkson-Maciel	coordinating meeting regarding RSLA liens with BDO, Monitor and company; awaiting responses regarding the same;	0.80
Aug-20-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	2.00
Aug-20-25	N. Levine	Review leases; confer with company counsel; confer with client; address lien issues; work on RSLA issues; address truck matters;	1.60
Aug-21-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.20

Date	Name	Description	Hours
Aug-21-25	A. Glover	Review correspondence regarding upcoming sale notices and potential sales;	0.10
Aug-21-25	T. Li	Correspondence with working group in respect of lien discharges; review lien discharge summaries and attending to security review and discharge-related matters; consider sale by U.S. entity and review of orders regarding same; send issues summary to working group for further consideration by N. Levine and C. Potter;	2.10
Aug-21-25	J. Noel	Discussion with T. Li regarding ongoing US vehicle diligence;	0.40
Aug-21-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 218; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-21-25	H. Dylewski	Receiving comments and revising draft financing change statement relating to Sale 186;	0.20
Aug-21-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 226; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-21-25	M. Clarkson-Maciel	Conference with N. Levine regarding RSLA Liens; conference with N. Levine regarding claims that Manager is obligated to replace trucks subject to securitisation program; drafting response to counsel to 2834021 Ontario Inc; analyzing lease documentation related to 2834021 Ontario Inc., and documentation provided by 2834021 Ontario's counsel; considering issues;	3.70
Aug-21-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare draft discharges; correspond with client regarding lien discharges;	1.20
Aug-21-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 218;	0.40
Aug-21-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 226;	0.40
Aug-21-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 226;	0.20
Aug-21-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 218;	0.20
Aug-21-25	N. Levine	Address missing truck issues; work on lease matters; calls with client, team and opposing counsel regarding same; review motion materials; work on POA matters;	2.50
Aug-22-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.60
Aug-22-25	A. Glover	Review correspondence regarding upcoming sale notices and potential sales;	0.30
Aug-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 227;	0.20
Aug-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 231;	0.20

Date	Name	Description	Hours
Aug-22-25	M. Clarkson-Maciel	Conference with monitor, counsel to BDO, and counsel to the company regarding RSLA lien claim process; consideration of issues regarding the same; considering issues related to management property assets and set off claims against them;	1.20
Aug-22-25	E. Hyderman	Reviewing and summarizing served Motion Record of the applicants; correspondence with Cassels team regarding same; correspondence with the Manager team regarding attendance;	0.80
Aug-22-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges;	0.20
Aug-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 230;	0.20
Aug-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 228;	0.20
Aug-22-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 229;	0.20
Aug-22-25	J. Trinh	Receiving results of PPSA VIN searches in respect of Sale 226 and providing report with respect to same;	0.20
Aug-22-25	S. Kukulowicz	Review of summary of motion materials for August 28 hearing;	0.20
Aug-22-25	N. Levine	Work on RSLA issues; call with company regarding same; address lease issues; review report; calls with Cassels team;	1.60
Aug-25-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.00
Aug-25-25	T. Li	Correspondence with working group in respect of lien discharges; review lien discharge summaries and attending to security review and discharge-related matters;	0.80
Aug-25-25	M. Clarkson-Maciel	Conference with A&M regarding outstanding items; correspondence with counsel to the Company regarding leasebook email inbox; correspondence with counsel to the company regarding letters to leasebook lessees; considering issues regarding allegations from 2834021 Ontario Inc regarding obligations owed by A&M under leases; conference with T. Li regarding PPSA discharges by Osler; considering RSLA lien issues; drafting correspondence regarding RSLA lien issues;	2.80
Aug-25-25	E. Hyderman	Reviewing correspondence from the Manager regarding attendance at August 28, 2025, hearing;	0.10
Aug-25-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.20
Aug-25-25	C. Potter	Matters regarding US entity and related sale matters; correspondence regarding the same;	0.30
Aug-25-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 229 and providing report with respect to same;	0.20
Aug-25-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 231and providing report with respect to same;	0.20
Aug-25-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 228 and providing report with respect to same;	0.20
Aug-25-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 227 and	0.20

Date	Name	Description	Hours
		providing report with respect to same;	
Aug-25-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 230 and providing report with respect to same;	0.20
Aug-25-25	N. Levine	Correspondence regarding liens and assets; confer with team regarding lease issues	0.50
Aug-26-25	K. Seo	Attending to administrative matters; updating sale trackers;	2.10
Aug-26-25	E. Curtis	Reviewing correspondence;	0.20
Aug-26-25	A. Glover	Review correspondence regarding upcoming sale notices and potential sales;	0.30
Aug-26-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to Sale 222;	0.80
Aug-26-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 229; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-26-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 227; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-26-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 223; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-26-25	M. Clarkson-Maciel	drafting correspondence with VK law regarding claims that manager must supply additional vehicles; correspondence with A&M regarding workstreams; internal conference regarding strategy; considering issues related to 2834021 Ontario's allegations;	1.50
Aug-26-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to order PPSA searches; correspond with client regarding lien discharges;	0.80
Aug-26-25	T. Konechny	Attend to drafting and filing PPSA partial discharges in respect of sale 22(D);	0.80
Aug-26-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 227;	0.40
Aug-26-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 229;	0.40
Aug-26-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 223;	0.40
Aug-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search	0.40

Date	Name	Description	Hours
		request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	
Aug-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1VIN; conducting, obtaining and reviewing initial search results;	0.20
Aug-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Aug-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of the following: 3HSDZAPR2PN526009; conducting searches, further to same;	0.20
Aug-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of the following: 1XKYDP9X9PJ239698; conducting, obtaining and reviewing initial search results, further to same;	0.20
Aug-26-25	N. Levine	Work on email to lease;	0.40
Aug-27-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.20
Aug-27-25	E. Curtis	Updating internal tracking;	0.20
Aug-27-25	A. Glover	Review correspondence regarding potential sales and upcoming sale notices;	0.10
Aug-27-25	T. Li	Correspondence with client in respect of Alberta repossession and title disclosure protocol; correspondence with S. Rothery and law clerks in respect of search products and privacy issues regarding same; research and review Alberta motor vehicle information legislation and subordinate regulation; summarize same and discussion with internal working group regarding possible avenues of information retrieval; review of lien summaries and attending to security and discharge-related matters;	4.50
Aug-27-25	M. Clarkson-Maciel	Correspondence regarding dispute with 2223526 Alberta Ltd rental with pride fleet solutions; research and discussion regarding the same;	0.60
Aug-27-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 045; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-27-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 230; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Aug-27-25	E. Hyderman	Reviewing correspondence from N. Levine regarding further comments on the draft stipulation; reviewing draft revised	0.20

Date	Name	Description	Hours
		stipulation;	
Aug-27-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client regarding lien discharges; discussion with T. Li regarding scope of diligence required on vehicles titled to Tpine Leasing Capital L.P.; discussion with T. Li regarding motor vehicle title searches in Alberta;	1.90
Aug-27-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; conducting search results;	0.30
Aug-27-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting search results;	0.20
Aug-27-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Aug-27-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-27-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-27-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 230;	0.40
Aug-27-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 45;	0.40
Aug-27-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting search results;	0.20
Aug-27-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting search results;	0.20
Aug-27-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-27-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-27-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PSA VIN due diligence search request matters in respect of 1 VIN; conducting search results;	0.20
Aug-27-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to Sale 225;	0.80
Aug-27-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 224;	0.20
Aug-27-25	J. Trinh	Attending to MTO VIN searches in respect of 23 VINS and	0.50

Date	Name	Description	Hours
		providing report with respect to same;	
Aug-27-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to Sale 224;	1.20
Aug-27-25	N. Levine	Address missing truck issues; comment on email to leasee; address POA issues; correspondence regarding ownership issues and searches; address additional lease issues	1.20
Aug-28-25	A. Glover	Review correspondence regarding upcoming sale notices and potential sales;	0.20
Aug-28-25	J. Noel	Review draft PPSA registrations and due diligence searches regarding lien releases;	1.00
Aug-28-25	M. Clarkson-Maciel	Conference with counsel to 2223526 AB Limited regarding rental agreement with Pride Fleet Solutions and Tpine; considering Manager's position regarding documentation on the same; providing advice on negotiations and update to Manager; correspondence regarding the same;	0.80
Aug-28-25	E. Hyderman	Reviewing correspondence regarding signing of the draft stipulation;	0.10
Aug-28-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 3 VINS; obtaining and reviewing all search results;	0.30
Aug-28-25	A. Slota	Attending to ongoing Ontario and Alberta PSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-28-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-28-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Aug-28-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing all search results;	0.20
Aug-28-25	J. Trinh	Receiving results of PPSA VIN searches in respect of Sale 224 and providing report with respect to same;	0.20
Aug-28-25	N. Levine	Address POA issues; emails regarding updated schedule to CMO;	0.80
Aug-29-25	J. Noel	Review PPSA searches and draft registrations regarding lien releases;	1.60
Aug-29-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file lien discharges;	0.30
Aug-29-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting search results;	0.20
Aug-29-25	J. Trinh	Attending to registration of non-RBC lien PPSA discharges in	0.20

Date	Name	Description	Hours
		respect of sale 214; receiving and reviewing confirmation/verification of same;	
Aug-29-25	S. Kukulowicz	Review of emails and discussion with N. Levine regarding US stipulation and POA issues;	0.40
Aug-29-25	N. Levine	Call with client; call with Cassels team; emails regarding missing truck	1.00

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Potter, Carla	Partner	1.30	840.00	1,092.00
Pendrith, Colin	Partner	0.50	950.00	475.00
Levine, Natalie	Partner	33.50	1,025.00	34,337.50
Kukulowicz, Shayne	Partner	1.90	1,650.00	3,135.00
Seo, Kevin	Associate	15.00	500.00	7,500.00
Curtis, Erin	Associate	3.10	500.00	1,550.00
Glover, Anna	Associate	10.60	500.00	5,300.00
Li, Timon	Associate	16.60	550.00	9,130.00
Hyderman, Eva	Associate	6.30	500.00	3,150.00
Noel, J'Davia	Associate	7.70	525.00	4,042.50
Clarkson-Maciel, Matteo	Associate	16.20	700.00	11,340.00
Rothery, Shae	Associate	11.10	500.00	5,550.00
Konechny, Tiffany	Law Clerk / Paralegal	6.10	465.00	2,836.50
Trinh, Julia	Law Clerk / Paralegal	12.10	515.00	6,231.50
Dylewski, Hannah	Law Clerk / Paralegal	12.70	415.00	5,270.50
Slota, Alex	Law Clerk / Paralegal	14.10	465.00	6,556.50
TOTAL (CAD)		**168.80**		**107,497.00**

Our Fees	107,497.00	
Less Discount	(10,749.70)	
Total Fees	96,747.30	
HST @ 13.00%	12,577.15	
TOTAL FEES & TAXES (CAD)		**109,324.45**

DISBURSEMENT SUMMARY		
Non-Taxable Disbursements		
PPSA - Registration/Applic./Discharges	1,749.40	
Electronic Due Diligence	801.50	
BC Online - PPSA Search/Registrations	241.50	
Driver's License Searches	322.00	
Corporate Filings	264.00	
Total Non-Taxable Disbursements	3,378.40	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	7,136.20	
Electronic Due Diligence	1,607.50	
Agency Fees and Disbursements	2,069.00	
Total Taxable Disbursements	10,812.70	
HST @ 13.00%	1,405.65	
Total Taxable Disbursements & Taxes	12,218.35	
TOTAL DISBURSEMENTS & TAXES (CAD)		**15,596.75**
TOTAL FEES		**96,747.30**
TOTAL DISBURSEMENTS		**14,191.10**
TOTAL TAXES		**13,982.80**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)		**124,921.20**

Cassels

Invoice No:	2299396
Date:	October 20, 2025
Matter No.:	059366-00005
GST/HST No.:	R121379572

Attn: Douglas McIntosh
Alvarez & Marsal Canada Inc., in its capacity as
Court-Appointed Manager over certain property of
TPine Leasing Capital Corporation et al.
200 Bay Street, Suite 3501
Royal Bank Plaza, South Tower
Toronto, ON M5J 2J1

Lawyer: Kukulowicz, Shayne
Tel.: (416) 860-6463
E-mail: SKukulowicz@cassels.com

Re: Court-appointment as Manager of certain assets of the Pride Group

Fees for professional services rendered up to and including September 30, 2025

Our Fees	195,660.00
Less Discount	(19,566.00)
Total Fees	176,094.00
Disbursements	10,617.55
Total Fees and Disbursements	186,711.55
HST @ 13.00%	23,901.48
TOTAL DUE (CAD)	**210,613.03**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:
Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2299396
Matter No.: 059366-00005
Amount: **CAD 210,613.03**

e-Transfer Payments: payments@cassels.com
Credit Card Payments: payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Sep-02-25	E. Hyderman	Reviewing correspondence regarding preparation of the Manager's second report; reviewing correspondence regarding damage to certain collateral; discussion with N. Levine and M. Clarkson-Maciel regarding process; reviewing correspondence regarding draft POA stipulation;	0.50
Sep-02-25	T. Li	Review of lien summaries, correspondence with working group and attending to related due diligence and security matters;	1.00
Sep-02-25	M. Clarkson-Maciel	Conference with A&M regarding outstanding points on claims from leasees; considering release waivers related to the same; advice regarding potential order; internal conference regarding current work streams;	0.60
Sep-02-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-02-25	J. Oliver	Meeting with P. Sutton regarding AMVIR status; reviewing and considering the same; drafting email to T. Li regarding the same;	0.50
Sep-02-25	C. Potter	Matters regarding disposition of U.S. owned collateral and correspondence regarding the same; matters regarding PPSA discharges and correspondence regarding the same;	0.50
Sep-02-25	N. Levine	Review updated documents; report issues; review issues; internal call; revise stipulation; call regarding RSLA liens; call with client; address liquidity issues; review outline; call leaseholder;	2.20
Sep-03-25	T. Li	Review of lien summaries, correspondence with working group and attending to related due diligence and security matters;	0.70
Sep-03-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.20
Sep-03-25	C. Potter	Matters regarding PPSA discharges and related items; correspondence regarding the same;	0.30
Sep-03-25	S. Kukulowicz	Review of emails regarding Omnibus POA and discussed same with N. Levine;	0.20
Sep-03-25	N. Levine	Call with S. Grant; consider report outline; emails regarding lien issues; confer with team regarding next steps;	0.60
Sep-04-25	E. Hyderman	Preparing for and attending call with client regarding file status and preparation of the Manager's Second report; reviewing and formatting notes in connection with same; correspondence with N. Levine regarding same; reviewing correspondence filed in the DMS to identify letters sent and received over the course of the file to be included in the Second Report;	2.50
Sep-04-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.60
Sep-04-25	T. Li	Correspondence with client in respect of various	2.80

Date	Name	Description	Hours
		outstanding sale and due diligence matters; review of AMVIR and correspondence with Calgary specialists regarding Alberta due diligence and search matters; review of ongoing sale and discharge requests and attending to other due diligence and security matters;	
Sep-04-25	J. Noel	Review draft PPSA discharge regarding lien releases.	0.20
Sep-04-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 233; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.90
Sep-04-25	M. Clarkson-Maciel	Conference regarding Monitor's Second Report; reviewing correspondence regarding contents of Manager's report;	2.10
Sep-04-25	A. Im	Receiving and reviewing instructions; attending to corporate and security searches in respect of 2834021 Ontario Inc., I-Way Transport Inc., and Wings Freightway Inc.; obtaining copies of corporate documents; reviewing initial search results and preparing report with respect to same; email correspondence with working group;	0.80
Sep-04-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.20
Sep-04-25	J. Trinh	Attending to MTO VIN searches in respect of 23 VINS and providing report with respect to same;	0.60
Sep-04-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PSA VIN due diligence search request matters in respect of the following: 5YJSA1E54NF485736; conducting, obtaining and reviewing initial search results;	0.20
Sep-04-25	N. Levine	Revise stipulation; prepare for call; call with Cassels team; emails regarding ownerships; call with client;	1.80
Sep-04-25	S. Kukulowicz	Review of outline for Second Report and discussed same with N. Levine; teams conference with A&M regarding various issues to include in Second Report; review of updated Schedule "D" and related emails;	1.90
Sep-05-25	A. Glover	Review searches in respect of sale 172 and order discharges in respect of same; review searches in respect of sale 200 and report to A&M in respect of same;	0.70
Sep-05-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.30
Sep-05-25	E. Hyderman	Continuing to review filed correspondence append to the manager's second report; correspondence with M. Clarkson-Maciel regarding same;	1.00
Sep-05-25	T. Li	Correspondence with working group in respect of AMVIR request; extensive review of AMVIR and related legislation in respect of motor vehicle ownership / title disclosures; review of lien summaries and attending to related due diligence and security matters;	3.80

Date	Name	Description	Hours
Sep-05-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 231;	0.20
Sep-05-25	J. Trinh	Preparing draft PPSA partial discharges in respect of non-RBC Syndicate lien registration pertaining to Sale 172;	0.20
Sep-05-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.50
Sep-05-25	J. Noel	Review PPSA search results regarding lien releases;	0.90
Sep-05-25	M. Clarkson-Maciel	Review of letters and correspondence regarding management property; considering response from counsel to Tpine lessees regarding alleged truck replacement obligations;	1.00
Sep-05-25	A. Im	Attending ongoing due diligence searches; reviewing balance of search results and preparing report with respect to same; email correspondence with working group;	0.30
Sep-05-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Sep-05-25	N. Levine	Comment on agreement; call with client regarding same; correspondence regarding lease issues and potential resolution; emails regarding PMSI; emails regarding ownerships;	1.70
Sep-05-25	J. Trinh	Attending to registration of PPSA partial discharges in respect of RBC Syndicate lien registrations pertaining to Sale 231;	0.50
Sep-05-25	S. Kukulowicz	Review of communications regarding truck leases and attempts to avoid payments;	0.30
Sep-06-25	E. Curtis	Archiving documents and reviewing open sales;	0.20
Sep-07-25	T. Li	Correspondence with working group in respect of AMVIR request; extensive review of AMVIR and related legislation in respect of motor vehicle ownership / title disclosures; review of lien summaries and attending to related due diligence and security matters;	4.50
Sep-08-25	T. Li	Correspondence with working group in respect of AMVIR request; review of AMVIR agreement, regulations and subordinate policies and procedures; call with S. Rothery and K. Seo in respect of AMVIR submissions and disclosure research; draft AMVIR submissions; review of lien summaries and attending to related due diligence and security matters;	5.40
Sep-08-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.20
Sep-08-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 227;	0.20
Sep-08-25	M. Clarkson-Maciel	Conference regarding alleged claims by 2834021 Ontario against the manager; drafting correspondence regarding the same; advising client regarding potential claims; advising client regarding correspondence regarding the same; considering related issues; correspondence regarding VIN;	2.40
Sep-08-25	S. Rothery	Attend to PPSA matters; update internal status tracking	1.30

Date	Name	Description	Hours
		sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; discussion with T. Li regarding Alberta vehicle title searches;	
Sep-08-25	J. Trinh	Receiving and reviewing PPSA partial discharge confirmations/verification statements in respect of non-RBC Syndicate lien registration pertaining to Sale 231;	0.30
Sep-08-25	J. Trinh	Receiving PPSA VIN searches in respect of Sale 231 and providing report with respect to same;	0.20
Sep-08-25	C. Potter	Matters regarding Alberta title information and correspondence regarding the same;	0.30
Sep-08-25	N. Levine	Emails regarding settlements; call regarding leases; emails regarding Redbox and other leases;	0.70
Sep-08-25	S. Kukulowicz	Teams conference with N. Levine and M. Clarkson-Maciel regarding lease litigation; reviewed and provided comments on draft email to leasee counsel; review of emails regarding expanded VIN list and other issues;	1.10
Sep-09-25	E. Hyderman	Review correspondence regarding second report;	0.10
Sep-09-25	T. Li	Correspondence with working group in respect of AMVIR request; review and revise AMVIR submissions; review of lien summaries and attending to related due diligence and security matters;	1.70
Sep-09-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.20
Sep-09-25	M. Clarkson-Maciel	Reviewing correspondence regarding Manager's engagement with various counterparties; collating drafts of the same; analysis regarding correspondence;	1.70
Sep-09-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; review draft request letter to Alberta motor vehicle search agent regarding vehicle title searches; correspond with T. Li regarding same;	1.10
Sep-09-25	J. Oliver	Reviewing and considering letter to AMVIR; reviewing CCAA Order regarding the same; drafting email to and reviewing e-mail from T. Li regarding the same;	0.40
Sep-09-25	N. Levine	Call regarding Alberta ownerships; review letters; consider next steps for report;	0.60
Sep-10-25	A. Glover	Review searches in respect of sales 216, 220 and 221 and order draft discharges and report to A&M in respect of same;	1.30
Sep-10-25	E. Hyderman	Review and comment on summary of Manager correspondence; correspondence with M. Clarkson-Maciel regarding same;	0.40
Sep-10-25	T. Li	Correspondence with working group in respect of lien search results; review of court orders; review of draft reporting and revise same; correspondence with provincial ministry of transportation in respect of certain VIN and repossession-related due diligence; attending to security and discharge-related matters;	1.20

Date	Name	Description	Hours
Sep-10-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.70
Sep-10-25	M. Clarkson-Maciel	Preparing chronological memo regarding correspondence; instructions on the same;	1.00
Sep-10-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.20
Sep-10-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-10-25	J. Oliver	Drafting emails to and reviewing e-mails from T. Li, N. Levine and Provincial Vehicle Administrator regarding request for information and Court Order;	0.30
Sep-10-25	S. Kukulowicz	Review of correspondence regarding efforts to transition VINs.	0.40
Sep-11-25	A. Glover	Review correspondence regarding upcoming sale notices;	0.20
Sep-11-25	T. Li	Correspondence with working group in respect of lien search results; review of court orders; review of draft reporting and revise same; attending to security and discharge-related matters;	0.60
Sep-11-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges;	0.30
Sep-11-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 221;	0.20
Sep-11-25	H. Dylewski	Attending to the registration of AB PPSA financing change statement relating to non-syndicate liens pertaining to Sale 227; receiving verification statement of same;	0.20
Sep-11-25	M. Clarkson-Maciel	Analysis and drafting of argumentation related to claims against 2834021 Ontario Inc., Wings Freightway Inc., and I-Way Transport Inc for unpaid sums;	4.10
Sep-11-25	A. Slota	Attending to ongoing Ontario PSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-11-25	N. Levine	Call with client; address litigation issues; address lien issues; work on vehicle retrieval issues;	1.00
Sep-11-25	S. Kukulowicz	Telephone attendance with N. Levine; review of emails regarding "Shunt Trucks";	0.40
Sep-12-25	M. Clarkson-Maciel	Analysis on interplay between	3.10
Sep-12-25	S. Kukulowicz	Review of analysis regarding review of response from VK Law and related emails;	0.60
Sep-12-25	N. Levine	Review materials; call with client; email with client regarding leases;	0.80
Sep-15-25	E. Curtis	Reviewing draft discharges for open sale items;	0.60

Date	Name	Description	Hours
Sep-15-25	K. Seo	Attending to administrative matters; updating sale trackers;	3.70
Sep-15-25	A. Glover	Review correspondence regarding upcoming sale notices and reporting to A&M in respect of same;	0.60
Sep-15-25	J. Noel	Discussions with Cassels team regarding lien releases; correspond with A&M regarding lien releases;	0.30
Sep-15-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges; correspond with client in respect of lien discharges;	3.00
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 239; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 238; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 137(A); attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.50
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 237; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 235; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.80
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 236; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 232; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Sep-15-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 234; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario	0.20

Date	Name	Description	Hours
		PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 237;	0.40
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 240;	0.40
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 238;	0.40
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 234;	0.40
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 137(A);	0.40
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-15-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 239;	0.40
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 232;	0.40
Sep-15-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 236;	0.40
Sep-15-25	N. Levine	Work on report issues; call with D. Richer; emails regarding liens;	0.50
Sep-15-25	J. Trinh	Preparing draft PPSA partial discharges in respect of non-	0.40

Date	Name	Description	Hours
		RBC Syndicate lien registration pertaining to Sale 172; receiving failed notice of registration; attending to PPSA search of registration number; receiving and reviewing results of same; preparing draft complete discharge;	
Sep-15-25	S. Kukulowicz	Exchanged emails regarding timing of A&M report and next stay extension hearing;	0.30
Sep-16-25	E. Curtis	Reviewing draft discharges for active sale notices;	1.30
Sep-16-25	A. Glover	Review discharge in respect of sale 186 and instruct clerks to file same;	0.20
Sep-16-25	E. Hyderman	Discussion with student regarding draft fee affidavit; begin preparing fee affidavit; reviewing and redacting invoices regarding same; discussions with N. Levine regarding same;	1.90
Sep-16-25	T. Li	Correspondence with working group in respect of lien search results; review of court orders; review of draft reporting and revise same; correspondence with provincial ministry of transportation in respect of certain VIN and repossession-related due diligence; review of research in respect of garage keepers' liens and special registrations on the Alberta PPSA; correspondence and calls with client regarding same; attending to security and discharge-related matters;	3.00
Sep-16-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges; correspond with client in respect of lien discharges;	5.80
Sep-16-25	M. Clarkson-Maciel	Litigation against 2834021 Ontario et al. and alleged obligations owed by TPine Leasing Capital Corporation; correspondence regarding the same;	1.60
Sep-16-25	H. Dylewski	Preparing draft ON PPSA financing change statement relating to non-syndicate liens pertaining Sale 218;	0.20
Sep-16-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 241; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Sep-16-25	H. Dylewski	Attending to the registration of PPSA discharge financing statements relating to non-syndicate liens pertaining Sale 221; receiving confirmations and verification statements of same; correspondence with working group with respect to same;	0.50
Sep-16-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 240; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.50
Sep-16-25	H. Dylewski	Receiving comments and revising draft financing statement relating to non-syndicate liens pertaining Sale 186; attending to the registration of PPSA financing statements; receiving confirmations and verification statements of	0.80

Date	Name	Description	Hours
		same; attending to post-registration search; receiving results of same; correspondence with working group with respect to same;	
Sep-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-16-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-16-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Sep-16-25	T. Konechny	Attend to drafting non-RBC Ontario partial PPSA discharges in respect of sale 226;	0.30
Sep-16-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 241;	0.40
Sep-16-25	C. Pendrith	Review background documents; meet with Cassels team concerning dispute with I-Way entities; consider potential claims and motion to repossess trucks;	1.50
Sep-16-25	N. Levine	Emails with client; call with Osler regarding discharge; call with client regarding additional leases; prepare for call regarding unpaid leases; work on strategy; call with client regarding same; email regarding liens and POAs;	1.90
Sep-16-25	J. Trinh	Correspondence and discussions with working group with respect to matters pertaining to discharge of Ontario PPSA reference file no. 519188949;	0.50
Sep-16-25	J. Trinh	Attending to registration of complete PPSA discharge of non-RBC Syndicate lien registration pertaining to Sale 172; receiving and reviewing confirmation of same;	0.20
Sep-16-25	J. Trinh	Preparing draft PPSA partial discharges in respect of non-RBC Syndicate lien registration pertaining to Sale 116;	0.20
Sep-16-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Sep-16-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Sep-16-25	A. Slota	Attending to ongoing Ontario, Saskatchewan and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30

Date	Name	Description	Hours
Sep-16-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Sep-16-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-16-25	S. Kukulowicz	Internal discussion regarding litigation strategy on defaulted lease claims; review of lease and related contracts;	1.30
Sep-17-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.50
Sep-17-25	E. Hyderman	Continuing to review and redact invoices in connection with fee affidavit;	1.00
Sep-17-25	M. Clarkson-Maciel	Preparing for and advising on litigation regarding outstanding arrears;	4.30
Sep-17-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges; correspond with client in respect of lien discharges;	0.50
Sep-17-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-17-25	A. Slota	Attending to ongoing Ontario and British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Sep-17-25	J. Trinh	Attending to MTO VIN searches and providing report of same;	0.30
Sep-17-25	N. Levine	Emails regarding liens; consider next steps on litigation;	0.30
Sep-18-25	T. Li	Correspondence with working group in respect of lien search results; review of court orders; review of draft reporting and revise same; correspondence with provincial Ministry of Transportation in respect of certain VIN and repossession-related due diligence; attending to security and discharge-related matters;	1.10
Sep-18-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges; correspond with client in respect of lien discharges; discussion with T. Li and client regarding report of seizure liens filed in Alberta;	2.80
Sep-18-25	T. Konechny	Attend to drafting non-RBC Saskatchewan PPSA discharge in respect of sale 229;	0.20
Sep-18-25	N. Levine	Call regarding report; emails regarding liens; consider potential revisions; confer with client	0.70
Sep-18-25	S. Kukulowicz	Review of emails regarding lease motion and other issues;	0.30
Sep-18-25	M. Clarkson-Maciel	Litigation regarding recovery of lease amount fund;	4.40
Sep-19-25	E. Curtis	Reviewing draft discharges of open sale notices;	0.30
Sep-19-25	E. Hyderman	Review and comment on draft fee affidavit; correspondence	2.10

Date	Name	Description	Hours
		regarding same; review and summarize motion record; correspondence with Cassels team regarding same; correspondence with Client regarding upcoming hearing;	
Sep-19-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.40
Sep-19-25	J. Noel	Review draft PPSA discharges regarding lien releases;	0.50
Sep-19-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges; correspond with client in respect of lien discharges;	2.40
Sep-19-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 243; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Sep-19-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 244; attending to the registration of financing statements; receiving confirmations/verification statements of same;	0.60
Sep-19-25	H. Dylewski	Preparing draft SK PPSA financing statement relating to non-syndicate liens pertaining Sale 223;	0.20
Sep-19-25	T. Konechny	Attend to filing non-RBC Ontario PPSA discharges in respect of sale 226;	0.20
Sep-19-25	T. Konechny	Attend to drafting non-RBC Saskatchewan PPSA discharge in respect of sale 230;	0.20
Sep-19-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 243;	0.40
Sep-19-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 244;	0.40
Sep-19-25	T. Konechny	Attend to filing non-RBC Saskatchewan PPSA discharge in respect of sale 229;	0.10
Sep-19-25	T. Konechny	Attend to filing non-RBC Saskatchewan PPSA discharge in respect of sale 223;	0.10
Sep-19-25	M. Clarkson-Maciel	Instructions to students regarding workstreams; litigation recovery of outstanding amounts;	3.20
Sep-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-19-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-19-25	S. Kukulowicz	Review of Applicants' motion record for stay extension and other relief;	0.40
Sep-19-25	N. Levine	Review materials; prepare for hearing; discussions with team and client;	0.90
Sep-22-25	E. Curtis	Reviewing draft discharge;	0.30

Date	Name	Description	Hours
Sep-22-25	E. Hyderman	Review correspondence from working group regarding statement of claim;	0.10
Sep-22-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.90
Sep-22-25	T. Li	Correspondence with working group in respect of lien search results; review of court orders; review of draft reporting and revise same; attending to security and discharge-related matters;	0.70
Sep-22-25	M. Grewal	Reviewing fact pattern related to drafting of further motion; conducting due diligence on cross referencing all existent leases to note differences in material terms; summarizing findings to deliver to M. Clarkson-Maciel;	6.20
Sep-22-25	M. Clarkson-Maciel	Drafting litigation materials related to I-Wings Freightway, 2834021 Ontario, and I-Way transport; coordinating RSLA lien order with Monitor and company; considering Monitor's Report;	3.10
Sep-22-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to file discharges; correspond with client in respect of lien discharges;	1.40
Sep-22-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 242; attending to the registration of financing statements; receiving confirmations/verification statements of same;	1.00
Sep-22-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 5 VINs; conducting searches;	0.50
Sep-22-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Sep-22-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-22-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-22-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 242;	0.80
Sep-22-25	C. Pendrith	Communications with Cassels team and A&M team;	0.20
Sep-22-25	N. Levine	Emails regarding hearing; comment on report facts; consider documents; follow up on liens; work on lease issues; emails regarding redbox;	3.70
Sep-22-25	S. Kukulowicz	Telephone attendance with N. Levine and review of internal emails regarding lease litigation and motion to recover leased vehicles; review of Monitor's 35th Report; review of "facts" summary on disputed leases;	1.30
Sep-23-25	E. Curtis	Reviewing correspondence;	0.10

Date	Name	Description	Hours
Sep-23-25	A. Glover	Review correspondence in respect of upcoming sale notices and potential sales;	0.60
Sep-23-25	T. Li	Correspondence with working group in respect of lien search results; review of court orders; review of draft reporting and revise same; attending to security and discharge-related matters;	0.80
Sep-23-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; correspond with client regarding diligence of VIN;	2.00
Sep-23-25	M. Grewal	Correspondence internally concerning fact pattern;	0.20
Sep-23-25	M. Clarkson-Maciel	Litigation advice regarding outstanding lease payments; drafting regarding the same; analysis of litigation documentation and related advice;	6.20
Sep-23-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results; subsequently conducted, obtained and reviewed Alberta PPSA searches against the same VIN number;	0.50
Sep-23-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 5 VINs; obtaining and reviewing search results;	0.50
Sep-23-25	C. Pendrith	Review background documents; discussion with Cassels team; drafting statement of claim;	3.90
Sep-23-25	N. Levine	Emails regarding settlement and leases;	0.20
Sep-23-25	S. Kukulowicz	Review of email regarding MCV trailer settlement; review of revised statement of claim against I-Way et al. and related emails; review of draft factual matrix regarding leases of I-Way et al.;	1.10
Sep-24-25	E. Hyderman	Review correspondence regarding statement of claim;	0.10
Sep-24-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.30
Sep-24-25	T. Li	Review of lien discharge summaries; calls and correspondence with working group in respect of ongoing sales and review of due diligence searches; attending to other security and discharge related matters;	0.60
Sep-24-25	J. Noel	Review draft PPSA discharge.	0.20
Sep-24-25	M. Grewal	Reviewing leases across various entities to create summary list of all attached guarantors;	1.70
Sep-24-25	M. Clarkson-Maciel	Litigation preparation and drafting content for Manager's Second Report; reviewing guarantees regarding potential litigation; conference with C. Pendrith regarding litigation claims;	5.00
Sep-24-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; Instruct clerks to prepare draft discharges; correspond with client in respect of lien discharges;	3.30

Date	Name	Description	Hours
Sep-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Alberta PPSA VIN due diligence search request matters in respect of 3 VINs; conducting, obtaining and reviewing initial search results;	0.40
Sep-24-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Sep-24-25	T. Konechny	Attend to filing non-RBC Saskatchewan PPSA discharge in respect of sale 230;	0.10
Sep-24-25	C. Pendrith	Drafting statement of claim; discussions with Cassels team; review additional documents;	2.20
Sep-24-25	N. Levine	Work on lease issues; calls with other creditors and client; brief review of materials; address lien issues,	1.20
Sep-24-25	S. Kukulowicz	Review of revised statement of claim and related emails; review of correspondence from counsel for I-Way regarding repossessed truck; review of revised summary of facts regarding leased trucks;	1.10
Sep-25-25	E. Curtis	Reviewing draft discharges for active sale notices;	0.10
Sep-25-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare and file draft discharges; correspond with client in respect of lien discharges; discussion with internal working group regarding diligence of VIN;	3.60
Sep-25-25	T. Li	Review of lien discharge summaries; calls and correspondence with working group in respect of ongoing sales and review of due diligence searches; attending to other security and discharge related matters;	1.60
Sep-25-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.60
Sep-25-25	J. Noel	Discussions with Cassels team regarding lien releases;	0.50

Date	Name	Description	Hours
Sep-25-25	H. Dylewski	Preparing draft PPSA discharge financing statement relating to non-syndicate liens pertaining Sale 231;	0.20
Sep-25-25	M. Clarkson-Maciel	Conference regarding litigation strategy on recovery of outstanding amounts owing under leases; drafting correspondence in response to lessee counsel; reviewing of documentation prepared by articling student; drafting notice of motion for order approving Manager's fees and activities; Manager report;	4.70
Sep-25-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.20
Sep-25-25	A. Slota	Attending to ongoing Ontario, Manitoba and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Sep-25-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Sep-25-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Sep-25-25	A. Slota	Attending to ongoing Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	0.30
Sep-25-25	A. Slota	Attending to ongoing Ontario and Alberta PPSA VIN due diligence search request matters in respect of 3 VINs; obtaining and reviewing balance of all search results;	0.40
Sep-25-25	J. Fleisher	Call with Carla and Timon	0.40
Sep-25-25	T. Konechny	Attend to drafting non-RBC Alberta PPSA discharge in respect of sale 225;	0.10
Sep-25-25	T. Konechny	Attend to drafting non-RBC Ontario and BC PPSA discharges in respect of sale 224;	0.20
Sep-25-25	C. Pendrith	Communications with VK law; Edits to statement of claim; communications with Cassels team;	1.20
Sep-25-25	C. Potter	Matters regarding discharges and related items; calls regarding the same;	0.60
Sep-25-25	J. Trinh	Revising draft PPSA financing statement in respect of Sale 045 and preparing additional partial discharge PPSA financing statement;	0.20
Sep-25-25	N. Levine	Review materials for hearing; call regarding conflicts; call client; review claim; call regarding same; revise claim; review emails; comment on letter; review materials;	2.50
Sep-25-25	S. Kukulowicz	Teams conference regarding claim against I-Way et al; review of further revisions to claim; review of draft letter to VK Law and related emails;	1.60
Sep-26-25	T. Konechny	Attend to filing non-RBC Ontario and BC PPSA discharges in respect of sale 224;	0.20
Sep-26-25	E. Curtis	Reviewing correspondence and updating tracking;	0.20

Date	Name	Description	Hours
Sep-26-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare and file draft discharges; correspond with client in respect of lien discharges;	3.40
Sep-26-25	T. Li	Review of lien discharge summaries; calls and correspondence with working group in respect of ongoing sales and review of due diligence searches; attending to other security and discharge related matters;	0.90
Sep-26-25	K. Seo	Attending to administrative matters; updating sale trackers;	0.70
Sep-26-25	J. Noel	Discussions with Cassels team regarding lien discharge process; review draft PPSA discharges.	1.00
Sep-26-25	E. Martin	Attended hearing for motion to approve of requested Orders of stay extension, ancillary relief, claims review and adjudication process; drafted notes of said hearing for end-point circulation to client.	3.40
Sep-26-25	M. Clarkson-Maciel	Reviewing and providing comment to Manager's Second Report; drafting notice of motion of the Manager and related court materials;	2.40
Sep-26-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 245; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	0.60
Sep-26-25	H. Dylewski	Attending to the registration of PPSA financing change statement relating to non-syndicate liens pertaining Sale 231; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Sep-26-25	H. Dylewski	Preparing draft ON PPSA financing change statement relating to non-syndicate liens pertaining Sale 240;	0.20
Sep-26-25	T. Leung	Reviewing documents sent by S. Rothery, including working memo, emails, the omnibus direction, and order, to gain sufficient understanding of the file background;	0.70
Sep-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.20
Sep-26-25	A. Slota	Receiving and reviewing instructions; attending to Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; conducting searches;	0.20
Sep-26-25	A. Slota	Receiving and reviewing instructions; attending to British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20
Sep-26-25	A. Slota	Receiving and reviewing instructions; attending to Alberta PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20

Date	Name	Description	Hours
Sep-26-25	T. Konechny	Attend to filing non-RBC Alberta PPSA discharge in respect of sale 225;	0.10
Sep-26-25	T. Konechny	Attend to drafting and filing BC, Alberta, Manitoba, and Saskatchewan PPSA partial discharges in respect of sale 245;	0.40
Sep-26-25	T. Konechny	Attend to filing non-RBC Ontario PPSA discharges in respect of sale 045;	0.20
Sep-26-25	T. Konechny	Attend to drafting non-RBC British Columbia PPSA discharge in respect of sale 241;	0.10
Sep-26-25	C. Pendrith	Edits to communication to VK Law; discussions concerning same;	0.50
Sep-26-25	N. Levine	Prepare for hearing; review letter and comment on same; communicate with client; comment on report;	1.60
Sep-26-25	S. Kukulowicz	Review of emails regarding correspondence to VK Law; review of draft Second Report;	1.10
Sep-27-25	M. Grewal	Reviewing Notice of Motion regarding related to the repossession of vehicles held by 2834021 Ontario Inc., I-Way Transport Inc., I-Way Logistics Inc., Wings Freightway Inc., and Balwant Singh Samra;	2.20
Sep-27-25	M. Clarkson-Maciel	Comments on Managers Report;	0.70
Sep-27-25	N. Levine	Review factum;	0.20
Sep-28-25	M. Clarkson-Maciel	Reviewing articling student drafting related to motion materials, drafting on the same;	0.40
Sep-29-25	E. Curtis	Reviewing correspondence; file maintenance;	0.30
Sep-29-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare and file draft discharges; instruct B. Bottan and T. Leung regarding PPSA search review procedure;	2.30
Sep-29-25	M. Clarkson-Maciel	Drafting motion materials; comments to Manager's Second Report;	5.10
Sep-29-25	B. Bottan	Correspondence with team regarding PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare draft discharges;	1.10
Sep-29-25	T. Leung	Attending onboarding meeting with S. Rothery; attending to PPSA matters; updating internal status tracking sheet of Pride vehicle sales and discharges; reviewing PPSA searches and draft lien discharges; instructing clerks to prepare draft discharges;	3.30
Sep-29-25	A. Slota	Receiving and reviewing instructions; attending to British Columbia PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing search results;	0.20
Sep-29-25	A. Slota	Attending to ongoing Ontario PPSA VIN due diligence search request matters in respect of 1 VIN; obtaining and reviewing search results;	0.20
Sep-29-25	A. Slota	Attending to ongoing Ontario and Saskatchewan PPSA VIN	0.20

Date	Name	Description	Hours
		due diligence search request matters in respect of 1 VIN; obtaining and reviewing balance of all search results;	
Sep-29-25	T. Konechny	Attend to drafting non-RBC Ontario PPSA discharge in respect of sale 215;	0.10
Sep-29-25	N. Levine	Review additional materials; work on claim and NOM; call regarding changes to documents; revise report;	2.70
Sep-30-25	A. Glover	Review searches in respect of sale 143 and summarize results of same; Request draft discharges for sale 143; correspondence flagging writ of enforcement lien to client;	1.70
Sep-30-25	E. Hyderman	Review and comment on draft Manager's Report; correspondence with M. Clarkson-Maciel regarding same; review RBC motion record;	1.90
Sep-30-25	T. Li	Review of lien discharge draft and discussion with working group in respect of seizure lien and liens in respect of factoring arrangements; review of order in light of same;	0.90
Sep-30-25	K. Seo	Attending to administrative matters; updating sale trackers;	1.40
Sep-30-25	J. Noel	Discussion with Cassels team regarding lien releases; review draft PPSA discharges;	1.60
Sep-30-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 255;	0.20
Sep-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 247; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	1.10
Sep-30-25	H. Dylewski	Preparing draft AB PPSA financing change statement relating to non-syndicate liens pertaining Sale 237;	0.20
Sep-30-25	H. Dylewski	Attending to the registration of PPSA financing change statement relating to non-syndicate liens pertaining Sale 240; receiving confirmation and verification statement of same; correspondence with working group with respect to same;	0.40
Sep-30-25	H. Dylewski	Preparing draft PPSA discharge financing statements relating to RBC syndicate liens pertaining Sale 249; attending to the registration of financing statements; receiving confirmations/verification statements of same; providing report of same;	1.10
Sep-30-25	M. Clarkson-Maciel	Drafting Manager's report; drafting material for litigation against TPine lessees; related workstreams;	2.90
Sep-30-25	B. Bottan	Reviewing executed PPSA waivers; update internal tracking sheet regarding PPSA waiver status; correspondence with secured parties regarding draft and executed PPSA waivers;	3.40
Sep-30-25	S. Rothery	Attend to PPSA matters; update internal status tracking sheet of Pride vehicle sales and discharges; review PPSA searches and draft lien discharges; instruct clerks to prepare and file draft discharges; correspond with client regarding lien discharges; discussion with N. Levine regarding factoring registrations;	5.50

Date	Name	Description	Hours
Sep-30-25	T. Leung	Attending to PPSA matters; updating internal status tracking sheet of Pride vehicle sales and discharges; reviewing PPSA searches and draft lien discharges; instructing clerks to prepare draft discharges;	4.10
Sep-30-25	J. Trinh	Attending to registration of non-RBC syndicate lien pertaining to Sale 241; receiving and reviewing verification of same;	0.20
Sep-30-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Saskatchewan PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-30-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Saskatchewan and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-30-25	A. Slota	Receiving and reviewing instructions; attending to Ontario, Alberta and Manitoba PPSA VIN due diligence search request matters in respect of 1 VIN; conducting, obtaining and reviewing initial search results;	0.30
Sep-30-25	C. Pendrith	Receipt of communication from VK Law; consider response;	0.30
Sep-30-25	N. Levine	Work on report; address report issues; work on lien issues; call with client; address factoring liens;	1.90
Sep-30-25	J. Trinh	Attending to MTO VIN search relating to Sale 244 and providing report with respect to same;	0.30
Sep-30-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 253;	0.20
Sep-30-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 252;	0.20
Sep-30-25	J. Trinh	Attending to PPSA VIN searches in respect of Sale 251;	0.20
Sep-30-25	C. Potter	Matters regarding PPSA discharge matters and correspondence regarding the same;	0.30
Sep-30-25	S. Kukulowicz	Review of draft Second Report; review of email from I-Way and related emails with A&M;	1.80

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Fleisher, Jonathan	Partner	0.40	1,190.00	476.00
Oliver, Jeffrey	Partner	1.20	1,000.00	1,200.00
Pendrith, Colin	Partner	9.80	950.00	9,310.00
Levine, Natalie	Partner	27.70	1,025.00	28,392.50
Potter, Carla	Partner	2.00	840.00	1,680.00
Kukulowicz, Shayne	Partner	15.20	1,650.00	25,080.00
Glover, Anna	Associate	5.30	500.00	2,650.00
Curtis, Erin	Associate	3.40	500.00	1,700.00
Seo, Kevin	Associate	15.70	500.00	7,850.00

Name	Title	Hours	Rate	Amount
Rothery, Shae	Associate	39.60	500.00	19,800.00
Hyderman, Eva	Associate	11.60	500.00	5,800.00
Li, Timon	Associate	31.30	550.00	17,215.00
Noel, J'Davia	Associate	5.20	525.00	2,730.00
Clarkson-Maciel, Matteo	Associate	60.00	700.00	42,000.00
Bottan, Brittany	Associate	4.50	500.00	2,250.00
Leung, Tiffany	Associate	8.10	500.00	4,050.00
Konechny, Tiffany	Law Clerk / Paralegal	7.80	465.00	3,627.00
Trinh, Julia	Law Clerk / Paralegal	5.10	515.00	2,626.50
Dylewski, Hannah	Law Clerk / Paralegal	15.20	415.00	6,308.00
Im, Anita	Law Clerk / Paralegal	1.10	415.00	456.50
Slota, Alex	Law Clerk / Paralegal	13.80	465.00	6,417.00
Grewal, Manbir	Law Student	10.30	295.00	3,038.50
Martin, Ethan	Law Student	3.40	295.00	1,003.00
TOTAL (CAD)		**297.70**		**195,660.00**

Our Fees	195,660.00	
Less Discount	(19,566.00)	
Total Fees	176,094.00	
HST @ 13.00%	22,892.22	
TOTAL FEES & TAXES (CAD)		**198,986.22**

DISBURSEMENT SUMMARY		
Non-Taxable Disbursements		
Electronic Due Diligence	517.50	
PPSA - Registration/Applic./Discharges	1,546.55	
BC Online - PPSA Search/Registrations	184.00	
Driver's License Searches	378.00	
Corporate Filings	228.00	
Total Non-Taxable Disbursements	2,854.05	
Taxable Disbursements		
PPSA - Registration/Applic./Discharges	6,227.20	
Electronic Due Diligence	1,030.50	
Agency Fees and Disbursements	505.80	
Total Taxable Disbursements	7,763.50	
HST @ 13.00%	1,009.26	

Total Taxable Disbursements & Taxes	8,772.76

TOTAL DISBURSEMENTS & TAXES (CAD)	**11,626.81**

TOTAL FEES	**176,094.00**
TOTAL DISBURSEMENTS	**10,617.55**
TOTAL TAXES	**23,901.48**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**210,613.03**

This is Exhibit "B" referred to in the affidavit of Colin D. Pendrith, affirmed before me by videoconference on November 10, 2025, in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario



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A Commissioner for Taking Affidavits

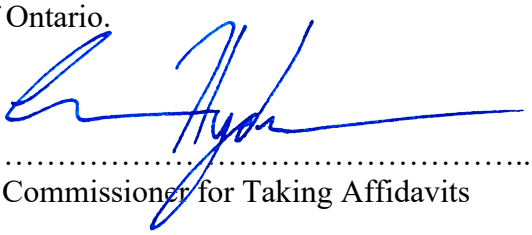
Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

EXHIBIT "B"
Calculation of Average Hourly Billing Rates of
Cassels Brock & Blackwell LLP
for the period from August 2, 2024, to September 30, 2025

Invoice No./ Period	Fees ($)	Disbursements ($)	HST ($)	Total Fees, Disbursements and HST ($)	Hours Billed	Average Billed Rate ($)
2258959 August 1, 2024 to September 30, 2024	71,502.00	178.79	9,318.50	80,999.29	78.40	912.02
2260158 October 1, 2024 to October 31, 2024	327,959.50	3,809.81	43,011.87	374,781.18	447.90	732.22
2263273 November 1, 2024 to November 30, 2024	290,296.50	11,163.13	39,017.90	340,477.53	371.50	781.42
2268594 December 1, 2024 to December 31, 2024	152,937.50	11,499.00	20,724.61	185,161.11	249.40	613.22
2269945 January 1, 2025 to January 31, 2025	173,475.00	8,397.54	23,424.76	205,297.30	233.80	741.98
2276198 February 1, 2025 to February 28, 2025	197,065.35	18,693.03	27,423.52	243,181.90	357.10	551.85

Invoice No./ Period	Fees ($)	Disbursements ($)	HST ($)	Total Fees, Disbursements and HST ($)	Hours Billed	Average Billed Rate ($)
2282532 March 1, 2025 to March 31, 2025	178,156.35	34,214.50	26,354.53	238,725.38	369.30	482.42
2282592 April 1, 2025 to April 30, 2025	176,469.75	43,362.33	27,542.63	247,374.71	378.80	465.87
2286742 May 1, 2025 to May 31, 2025	133,645.00	30,662.70	20,361.58	184,669.28	244.60	546.38
2290147 June 1, 2025 to June 30, 2025	113,808.60	27,041.45	17,364.27	158,214.32	236.60	481.02
2294362 July 1, 2025 to July 31, 2025	107,864.10	17,297.45	15,744.91	140,906.46	205.30	525.40
2297659 August 1, 2025 to August 31, 2025	96,747.30	14,191.10	13,982.80	124,921.20	168.80	573.15
2299396 September 1, 2025, to September 30, 2025	176,094.00	10,617.55	23,901.48	210,613.03	297.70	591.51
Total	**2,196,020.95**	**231,128.38**	**308,173.36**	**2,735,322.69**	**3,639.2**	**603.43**

This is Exhibit “C” referred to in the affidavit of Colin D. Pendrith, affirmed before me by videoconference on November 10, 2025, in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



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A Commissioner for Taking Affidavits

Commissioner Name: Eva-Louise A.A. Hyderman
Law Society of Ontario Number: 90084W

EXHIBIT "C"

Billing Rates of Cassels Brock & Blackwell LLP

For the period from August 2, 2024, to September 30, 2025

Year of Call	Individual	Average Rate ($)	Fees Billed[1] ($)	Hours Worked
1989	Jonathan Fleisher	1141.18	38,572.00	33.80
1990	Shayne Kukulowicz	1617.50	264,300.00	163.40
1998 (BC) / 2006 (AB)	Sunil Joneja	815.00	2,852.50	3.50
2001 (NY) / 2004 (ON)	Nicola Geary	933.85	23,159.50	24.80
2002 (BC) / 2011 (AB)	Jeffrey Oliver	1000.00	2,300.00	2.30
2004	Jane Dietrich	1005.00	4,924.50	4.90
2008 (NY) / 2013 (ON)	Natalie Levine	1011.89	399,192.50	394.50
2009	Bobby B. Solhi	957.38	11,680.00	12.20
2011	Colin Pendrith	950.00	13,300.00	14.00
2013	Tera Li Parizeau	831.58	3,160.00	3.80
2013	Carla Potter	810.79	46,458.00	57.30
2016	Braek Urquhart	717.58	8,611.00	12.00

[1] Fees Billed amounts do not reflect discounts applied to any of the Invoices.

Year of Call	Individual	Average Rate ($)	Fees Billed[1] ($)	Hours Worked
2021 (UK) / 2025 (ON)	Matteo Clarkson-Maciel	699.36	307,090.00	439.10
2022	Joshua Jackson	625.00	15,625.00	25.00
2022	Danielle Karlin	550.00	1,265.00	2.30
2022	Timon Li	521.01	225,232.00	432.30
2023	J'Davia Noel	497.20	100,732.50	202.60
2024	Kevin Seo	500.00	80,100.00	160.20
2024	Erin Curtis	500.00	96,700.00	193.40
2024	Shae Rothery	485.13	213,165.00	439.40
2024	Anna Glover	500.00	46,600.00	93.20
2024	Eva Hyderman	483.06	47,775.00	98.90
2025	Brittany Bottan	500.00	2,250.00	4.50
2025	Tiffany Leung	500.00	4,050.00	8.10
	Julia Trinh (Law Clerk/Paralegal)	502.08	5,0158	99.90
	Tiffany Konechny (Law Clerk/Paralegal)	445.37	61,460.5	138.00
	Alex Sota (Law Clerk/Paralegal)	450.39	13,6738.5	303.60

Year of Call	Individual	Average Rate ($)	Fees Billed[1] ($)	Hours Worked
	Fatima Ebadi (Law Clerk/Paralegal)	413.26	2,727.5	6.60
	Krystina Norman (Law Clerk/Paralegal)	360.00	1,872	5.20
	Anita Im (Law Clerk/Paralegal)	376.62	6,176.5	16.40
	Hannah Dylewski (Law Clerk/Paralegal)	398.26	84,432.00	212.00
	Danielle Porter (Law Clerk/Paralegal)	350.71	982.00	2.80
	Edona Fetahu (Law Clerk/Paralegal)	345.00	69.00	0.20
	Pasha Mabanza (Law Student)	295.00	4,513.50	15.30
	Manbir Grewal (Law Student)	295.00	3,038.50	10.30
	Ethan Martin (Law Student)	295.00	1,003.00	3.40

SCHEDULE "A"

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.

- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.
- BLOCK 6 HOLDING INC.

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.

- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C.ADDITIONAL STAY PARTIES

Canadian Additional Stay Parties

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

Court File No. CV-24-00717340-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. et al.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF COLIN D. PENDRITH
SWORN NOVEMBER 10, 2025

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APPENDIX “E”

I-Way Lease Summary as at October 31, 2025

VIN	Lease Number	Lessee	Arrears Incl. Tax	Remaining Payable Excl. Tax	Total Payable to End of Lease	Guarantors
Wings Freightway Inc.						
3HSDZAPR2PN757993	40612	WINGS FREIGHTWAY INC.	$9,167	$91,940	$101,106	None
3HSDZAPR4PN303423	40612	WINGS FREIGHTWAY INC.	$9,166	$91,936	$101,102	None
3HSDZAPR9RN599204	42076	WINGS FREIGHTWAY INC.	$9,040	$168,005	$177,045	2834021 Ontario Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPRXRN637961	42076	WINGS FREIGHTWAY INC.	$9,040	$168,005	$177,045	2834021 Ontario Inc., I-Way Logistics Inc., I-Way Transport Inc.
1XPBD49X2RD873497	42097	WINGS FREIGHTWAY INC.	$33,028	$147,040	$180,068	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., I-Way Transport Inc.
1XPBD49X8RD873505	42097	WINGS FREIGHTWAY INC.	$33,028	$147,040	$180,068	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., I-Way Transport Inc.
1XPBDP9X8PD854340	42097	WINGS FREIGHTWAY INC.	$47,707	$143,545	$191,252	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., I-Way Transport Inc.
			$150,175	**$957,511**	**$1,107,686**	
2834021 Ontario Inc.						
1XPBD49X6PD873533	42051	2834021 ONTARIO INC.	$35,544	$143,305	$178,849	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR1RN599200	42074	2834021 ONTARIO INC.	$45,200	$164,010	$209,210	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
1UYVS2538N7614311	32719	2834021 ONTARIO INC.	$8,930	$20,550	$29,480	Balwant Singh Samra, I-Way Transport Inc.
1UYVS253XN7614312	32719	2834021 ONTARIO INC.	$8,930	$20,550	$29,480	Balwant Singh Samra, I-Way Transport Inc.
1UYVS2531N7614313	32719	2834021 ONTARIO INC.	$8,930	$20,550	$29,480	Balwant Singh Samra, I-Way Transport Inc.
1UYVS2533N7614314	32719	2834021 ONTARIO INC.	$8,930	$20,550	$29,480	Balwant Singh Samra, I-Way Transport Inc.
1UYVS2537N7614316	32719	2834021 ONTARIO INC.	$8,930	$20,549	$29,479	Balwant Singh Samra, I-Way Transport Inc.
3HSDZAPR6RN780129	40497	2834021 ONTARIO INC.	$43,515	$173,293	$216,808	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR2RN780130	40497	2834021 ONTARIO INC.	$43,421	$172,920	$216,341	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR4RN780131	40520	2834021 ONTARIO INC.	$43,422	$172,924	$216,346	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR6RN780132	40520	2834021 ONTARIO INC.	$43,421	$172,920	$216,341	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR8RN780133	40521	2834021 ONTARIO INC.	$43,422	$172,924	$216,346	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPRXRN780134	40521	2834021 ONTARIO INC.	$43,421	$172,920	$216,341	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR3RN780136	40522	2834021 ONTARIO INC.	$43,422	$172,924	$216,346	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR7RN780138	40522	2834021 ONTARIO INC.	$43,421	$172,920	$216,341	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR9RN780125	40523	2834021 ONTARIO INC.	$43,422	$172,924	$216,346	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
3HSDZAPR0RN780126	40523	2834021 ONTARIO INC.	$43,421	$172,920	$216,341	Wings Freightway Inc., I-Way Logistics Inc., I-Way Transport Inc.
2AYNF7AV6P3T10382	41527	2834021 ONTARIO INC.	$29,122	$121,131	$150,252	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
2AYNF7AV8P3T10447	41527	2834021 ONTARIO INC.	$29,122	$121,131	$150,252	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
3HSDZAPR5RN570816	42073	2834021 ONTARIO INC.	$45,200	$164,005	$209,205	I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
3HSDZAPR7RN570798	42073	2834021 ONTARIO INC.	$45,200	$164,005	$209,205	I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
1XPBD49X2PD865235	42091	2834021 ONTARIO INC.	$39,494	$143,298	$182,791	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
1XPBD49X4PD865236	42091	2834021 ONTARIO INC.	$39,494	$143,298	$182,791	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
1XPBD49X5PD865259	42091	2834021 ONTARIO INC.	$39,494	$143,298	$182,791	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
1XPBD49X3PD865261	42091	2834021 ONTARIO INC.	$39,494	$143,298	$182,791	Balwant Singh Samra, I-Way Logistics Inc., I-Way Transport Inc., Wings Freightway Inc.
			$866,319	**$3,283,112**	**$4,149,431**	
I-Way Transport Inc.						
3HSDZAPR1RN637962	42069	I-WAY TRANSPORT INC.	$45,200	$164,010	$209,210	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
3HSDZAPR4RN637972	42066	I-WAY TRANSPORT INC.	$45,200	$164,005	$209,205	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
3HSDZAPR3RN637946	42066	I-WAY TRANSPORT INC.	$45,200	$164,005	$209,205	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
3HSDZAPR2RN637971	42067	I-WAY TRANSPORT INC.	$45,200	$164,005	$209,205	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
3HSDZAPRXRN570813	42067	I-WAY TRANSPORT INC.	$45,200	$164,005	$209,205	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
3HSDZAPR7RN599203	42068	I-WAY TRANSPORT INC.	$45,200	$164,005	$209,205	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
3HSDZAPRXRN570844	42068	I-WAY TRANSPORT INC.	$45,200	$164,005	$209,205	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBD49X8RD639378	42070	I-WAY TRANSPORT INC.	$35,544	$143,298	$178,842	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBD49XXRD639401	42070	I-WAY TRANSPORT INC.	$35,544	$143,298	$178,842	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBD49X4RD639376	42070	I-WAY TRANSPORT INC.	$35,544	$143,298	$178,842	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBD49X6RD639377	42070	I-WAY TRANSPORT INC.	$35,544	$143,298	$178,842	2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBDP9X7PD873476	42183	I-WAY TRANSPORT INC.	$31,595	$143,298	$174,892	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBDP9X9PD873480	42183	I-WAY TRANSPORT INC.	$31,595	$143,298	$174,892	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBDP9X4PD873483	42183	I-WAY TRANSPORT INC.	$35,544	$143,298	$178,842	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
1XPBDP9X6PD873484	42183	I-WAY TRANSPORT INC.	$35,544	$143,298	$178,842	Balwant Singh Samra, 2834021 Ontario Inc., I-Way Logistics Inc., Wings Freightway Inc.
			$592,855	**$2,294,420**	**$2,887,275**	
TOTALS			**$1,609,349**	**$6,535,043**	**$8,144,391**	

APPENDIX “F”

I-WAY TRANSPORT SAMPLE LEASE

TPine Leasing
Capital Corporation

LEASE AGREEMENT

Lease Number
42069

LESSEE	I-WAY TRANSPORT INC.			CONTACT	BALWANT SINGH SAMRA
CO-LESSEE				TELEPHONE	905-956-2231
CO-LESSEE				EMAIL	
BILLING ADDRESS	51 WORCESTER RD	CITY AND PROVINCE	ETOBICOKE, ON	POSTAL CODE	M9W 4K2
	ASSET DESCRIPTION	**2024 INTERNATIONAL LT 625 GREY BEARING S NO. 3HSDZAPR1RN637962**			
	EQUIPMENT LOCATION				

TERM	EXECUTION DATE	ADVANCE PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
62 Months	11/25/2023	$0.00 + Applicable Taxes	RENTAL	$4,000.00	$520.00	**$4,520.00**	$10.00
			GAP	$0.00			
			WALK-AWAY	$0.00			See Schedule A for more options

PRE-AUTHORIZED DEBIT ("PAD")

1st

Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.

Authorized Cheque Signer(s)
X _____ Title(s) _____

PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, [redacted]d, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition,

design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. PRE-AUTHORIZED PAYMENT PLAN. It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. RETURN OF EQUIPMENT. At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. RATE AND TAXES. Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. EQUIPMENT RISK AND INSURANCE. The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. LOSS OR DAMAGE. Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. ASSIGNMENT. Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of $100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. TITLE. Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. DEFAULT. Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may; (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. NOTICES. Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile of other means of electronic transmission to the other party shall be considered to be original documents.

15. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.



16. CHARGES. Lessee shall pay to Lessor a late charge of ten dollars ($10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to $75.00 for the first occurrence and $100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédige en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law. Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: November 25, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE
(Full Legal Name) **I-WAY TRANSPORT INC.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title _____ Date 11/25/2023
Authorized Signatory

INDEMNITOR (Full Legal Name)	**CO-LESSEE** (Full Legal Name)
The undersigned affirms that he/she is duly authorized to execute the Certificate	
By _____ Authorized Signatory	By _____ Authorized Signatory

TPine Leasing
Capital Corporation

*** SCHEDULE "A" ***

To Lease Agreement dated November 25, 2023, between TPine Leasing Capital Corporation and I-WAY TRANSPORT INC..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

I-WAY TRANSPORT INC.

By: _____
Name: BALWANT SINGH SAMRA
Title: _____

TPine Leasing
Capital Corporation

NO EQUITY LETTER

Date: November 25, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
2024 INTERNATIONAL LT 625 GREY BEARING S NO. 3HSDZAPR1RN637962					

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from PRIDE MISSISSAUGA BVC, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

I-WAY TRANSPORT INC.

By _____
Name BALWANT SINGH SAMRA
Title _____

BALWANT SINGH SAMRA

By _____
Name BALWANT SINGH SAMRA
Title _____

TPine Leasing
Capital Corporation

DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: November 27, 2023

I-WAY TRANSPORT INC.

51 WORCESTER RD

ETOBICOKE, ON M9W 4K2

Hereinafter called <<Lessee>>

Equipment: **2024 INTERNATIONAL LT 625 GREY BEARING S NO. 3HSDZAPR1RN637962**

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

I-WAY TRANSPORT INC.

By: _____
Name: BALWANT SINGH SAMRA
Title: _____

TPine Leasing
Capital Corporation

Lease No. 42069

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **I-WAY TRANSPORT INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this November 25, 2023

Witness Sign [redacted]	**2834021 ONTARIO INC.**
	Guarantor Name
Witness Name (block letters)	Guarantor Signature
Address	51 WORCESTER RD, Etobicoke, Ontario M9W 4K2
	Address

6050 DIXIE ROAD, MISSISSAUGA
TEL. 416-913-9602, FAX. 1866-865-4596

TPine Leasing
Capital Corporation

Lease No. 42069

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **I-WAY TRANSPORT INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this November 25, 2023

Witness Signature	**I-WAY LOGISTICS INC** Guarantor Name
Witness Name (block letters)	Guarantor Signature
Address	2792 Slough Street, Mississauga, ON L4T 1G3 Address

6050 DIXIE ROAD, MISSISSAUGA
TEL. 416-913-9602, FAX. 1866-865-4596

TPine Leasing
Capital Corporation

Lease No. 42069

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **I-WAY TRANSPORT INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this November 25, 2023

Witness Signature [redacted]	**WINGS FREIGHTWAY INC.**
	Guarantor Name
Witness Name (block letters)	Guarantor Signature
Address	51 WORCESTER RD, Etobicoke, Ontario M9W 4K2
	Address

WINGS FREIGHTWAY SAMPLE LEASE

TPine Leasing Capital Corporation

LEASE AGREEMENT

Lease Number
42097

LESSEE	WINGS FREIGHTWAY INC.			CONTACT	Balwant Singh Samra
CO-LESSEE				TELEPHONE	905-956-2231
CO-LESSEE				EMAIL	
BILLING ADDRESS	51 Worcester Rd	CITY AND PROVINCE	Etobicoke, ON	POSTAL CODE	M9W 4K2
	ASSET DESCRIPTION	**Refer Equipment Schedule**			
	EQUIPMENT LOCATION				

TERM	EXECUTION DATE	ADVANCE PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
62 Months	11/28/2023	$0.00 + Applicable Taxes	RENTAL	$13,980.00	$1,817.40	**$15,797.40**	$10.00
			GAP	$0.00			
			WALK-AWAY	$0.00			See Schedule A for more options

PRE-AUTHORIZED DEBIT ("PAD")

1st

Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.

Authorized Cheque Signer(s)

X _____ Title(s) _____

PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as

intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warrantics, if any and if assignable, of the manufacturer with respect to the Equipment.

6. PRE-AUTHORIZED PAYMENT PLAN. It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. RETURN OF EQUIPMENT. At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. RATE AND TAXES. Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. EQUIPMENT RISK AND INSURANCE. The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. LOSS OR DAMAGE. Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. ASSIGNMENT. Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of $100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

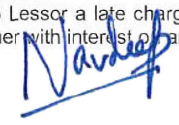
12. TITLE. Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. DEFAULT. Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may; (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. NOTICES. Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile of other means of electronic transmission to the other party shall be considered to be original documents.

15. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. CHARGES. Lessee shall pay to Lessor a late charge of ten dollars ($10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of



24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to $75.00 for the first occurrence and $100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédige en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: November 28, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE

(Full Legal Name) **WINGS FREIGHTWAY INC.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title _____ Date 11/28/2023
Authorized Signatory

INDEMNITOR

(Full Legal Name) **Balwant Singh Samra**

The undersigned affirms that he/she is duly authorized to execute the Certificate

By _____
Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____
Authorized Signatory

TPine Leasing
Capital Corporation

*** SCHEDULE "A" ***

To Lease Agreement dated November 28, 2023, between TPine Leasing Capital Corporation and WINGS FREIGHTWAY INC..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

WINGS FREIGHTWAY INC.

By: _____
Name: Balwant Singh Samra
Title: _____

TPine Leasing
Capital Corporation

Lease Agreement

*** EQUIPMENT SCHEDULE ***

This Equipment Schedule is attached to and forms an integral part of the Lease Agreement # 42097 dated November 28, 2023 between WINGS FREIGHTWAY INC., as Lessee, and TPine Leasing Capital Corporation as Lessor.

EQUIPMENT DESCRIPTION:

Qty	Description	Manf. Part # or Serial #	Box/Reefer Serial #
1	USED 2024 PETERBILT 579 WHITE	1XPBD49X2RD873497	
1	USED 2024 PETERBILT 579 GREY	1XPBD49X8RD873505	
1	USED 2023 PETERBILT 579 WHITE	1XPBDP9X8PD854340	
1	USED 2023 PETERBILT 579 RED	1XPBD49X5PD865228	

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

WINGS FREIGHTWAY INC.

By: _____
Name: Balwant Singh Samra
Title: _____

TPine Leasing
Capital Corporation

NO EQUITY LETTER

Date: November 28, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.

USED 2024 PETERBILT 579 WHITE BEARING S NO. 1XPBD49X2RD873497
USED 2024 PETERBILT 579 GREY BEARING S NO. 1XPBD49X8RD873505
USED 2023 PETERBILT 579 WHITE BEARING S NO. 1XPBDP9X8PD854340
USED 2023 PETERBILT 579 RED BEARING S NO. 1XPBD49X5PD865228

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from PRIDE MISSISSAUGA BVC, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

WINGS FREIGHTWAY INC.

By _____
Name Balwant Singh Samra
Title _____

Balwant Singh Samra

By _____
Name Balwant Singh Samra
Title _____

TPine Leasing
Capital Corporation

DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: November 30, 2023

WINGS FREIGHTWAY INC.

51 Worcester Rd

Etobicoke, ON M9W 4K2

Hereinafter called <<Lessee>>

Equipment: USED 2024 PETERBILT 579 WHITE BEARING S NO. 1XPBD49X2RD873497
USED 2024 PETERBILT 579 GREY BEARING S NO. 1XPBD49X8RD873505
USED 2023 PETERBILT 579 WHITE BEARING S NO. 1XPBDP9X8PD854340
USED 2023 PETERBILT 579 RED BEARING S NO. 1XPBD49X5PD865228

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

WINGS FREIGHTWAY INC.

By: _____
Name: Balwant Singh Samra
Title: _____

TPine Leasing
Capital Corporation

Lease No. 42097

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **WINGS FREIGHTWAY INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this November 28, 2023

Witness Signature Navdeep

Witness Name (block letters)

Address

2834021 ONTARIO INC.
Guarantor Name

Guarantor Signature

51 WORCESTER RD, Etobicoke, Ontario M9W 4K2
Address

6050 DIXIE ROAD, MISSISSAUGA
TEL. 416-913-9602, FAX. 1866-865-4596

TPine Leasing
Capital Corporation

Lease No. 42097

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **WINGS FREIGHTWAY INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

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c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

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6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this November 28, 2023

Witness Signature

Witness Name (block letters) Navdeep

Address

I-WAY LOGISTICS INC.
Guarantor Name

Guarantor Signature

2792 SLOUGH STREET, Mississauga, Ontario L4T 1G3
Address

6050 DIXIE ROAD, MISSISSAUGA
TEL. 416-913-9602, FAX. 1866-865-4596

TPine Leasing
Capital Corporation

Lease No. 42097

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **WINGS FREIGHTWAY INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

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a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

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c) renunciation to defaults of The Lessee or any other person;

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6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this November 28, 2023

Witness Signature

Witness Name (block letters)

Address

I-WAY TRANSPORT INC.
Guarantor Name

Guarantor Signature

51 WORCESTER RD, Etobicoke, ON M9W 4K2
Address

2834021 SAMPLE LEASE

TPine Leasing Capital Corporation

LEASE AGREEMENT

Lease Number
40520

LESSEE	2834021 ONTARIO INC.			CONTACT	BALWANT SINGH SAMRA
CO-LESSEE				TELEPHONE	905-956-2231
CO-LESSEE				EMAIL	
BILLING ADDRESS	51 WORCESTER RD	CITY AND PROVINCE	Etobicoke, ON	POSTAL CODE	M9W 4K2
	ASSET DESCRIPTION	Refer Equipment Schedule			
	EQUIPMENT LOCATION				

TERM	EXECUTION DATE	FIRST MONTHLY PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
71 Months	08/08/2023	$7,685.28 + Applicable Taxes	RENTAL	$7,685.28	$999.08	**$8,684.36**	$10.00
			GAP	$0.00			
			WALK-AWAY	$0.00			See Schedule A for more options

PRE-AUTHORIZED DEBIT ("PAD")

1st

Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.

Authorized Cheque Signer(s)

X _____ Title(s) _____

PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition,

design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. PRE-AUTHORIZED PAYMENT PLAN. It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. RETURN OF EQUIPMENT. At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. RATE AND TAXES. Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. EQUIPMENT RISK AND INSURANCE. The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. LOSS OR DAMAGE. Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. ASSIGNMENT. Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of $100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. TITLE. Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. DEFAULT. Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may; (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. NOTICES. Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile of other means of electronic transmission to the other party shall be considered to be original documents.

15. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

B-S



16. CHARGES. Lessee shall pay to Lessor a late charge of ten dollars ($10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to $75.00 for the first occurrence and $100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédige en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: August 8, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By [redacted]
Authorized Signatory

LESSEE
(Full Legal Name) **2834021 ONTARIO INC.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title _____ Date 08/08/2023
Authorized Signatory

INDEMNITOR (Full Legal Name)	**CO-LESSEE** (Full Legal Name)
The undersigned affirms that he/she is duly authorized to execute the Certificate	
By _____ Authorized Signatory	By _____ Authorized Signatory

TPine Leasing
Capital Corporation

Lease Agreement

*** EQUIPMENT SCHEDULE ***

This Equipment Schedule is attached to and forms an integral part of the Lease Agreement # 40520 dated August 8, 2023 between 2834021 ONTARIO INC., as Lessee, and TPine Leasing Capital Corporation as Lessor.

EQUIPMENT DESCRIPTION:

Qty	Description	Manf. Part # or Serial #	Box/Reefer Serial #
1	2024 INTERNATIONAL LT 625 RED	3HSDZAPR4RN780131	
1	2024 INTERNATIONAL LT 625 RED	3HSDZAPR6RN780132	

TPINE LEASING CAPITAL CORPORATION

By: [redacted]
Name:
Title:

2834021 ONTARIO INC.

By:
Name: BALWANT SINGH SAMRA
Title:

TPine Leasing
Capital Corporation

*** SCHEDULE "A" ***

To Lease Agreement dated August 8, 2023, between TPine Leasing Capital Corporation and 2834021 ONTARIO INC..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

2834021 ONTARIO INC.

By: _____
Name: BALWANT SINGH SAMRA
Title: _____

TPine Leasing
Capital Corporation

NO EQUITY LETTER

Date: August 8, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
				2024 INTERNATIONAL LT 625 RED BEARING S NO. 3HSDZAPR4RN780131	
				2024 INTERNATIONAL LT 625 RED BEARING S NO. 3HSDZAPR6RN780132	

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from PRIDE MISSISSAUGA BVC, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

2834021 ONTARIO INC.

By _____
Name BALWANT SINGH SAMRA
Title _____

BALWANT SINGH SAMRA

By _____
Name BALWANT SINGH SAMRA
Title _____

TPine Leasing
Capital Corporation

DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: August 10, 2023

2834021 ONTARIO INC.

51 WORCESTER RD

Etobicoke, ON M9W 4K2

Hereinafter called <<Lessee>>

Equipment: **2024 INTERNATIONAL LT 625 RED BEARING S NO. 3HSDZAPR4RN780131**
2024 INTERNATIONAL LT 625 RED BEARING S NO. 3HSDZAPR6RN780132

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

2834021 ONTARIO INC.

By: _____
Name: BALWANT SINGH SAMRA
Title: _____

TPine Leasing
Capital Corporation

Lease No. 40520

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **2834021 ONTARIO INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this August 8, 2023

Witness Signature

Witness Name (block letters)

Address

WINGS FREIGHTWAY INC.
Guarantor Name

Guarantor Signature

51 Worcester Rd, Etobicoke, ON M9W 4K2
Address

6050 DIXIE ROAD, MISSISSAUGA
TEL. 416-913-9602, FAX. 1866-865-4596

TPine Leasing
Capital Corporation

Lease No. 40520

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **2834021 ONTARIO INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this August 8, 2023

Witness Signature

Witness Name (block letters)

Address

I-WAY LOGISTICS INC.
Guarantor Name

Guarantor Signature

2792 Slough Street, Mississauga,, ON L4T 1G3
Address

TPine Leasing
Capital Corporation

Lease No. 40520

GUARANTEE (corporate)

Complete in block letters

1. In consideration of the transactions entered by Tpine Leasing Capital Corporation (hereinafter called Tpine Leasing Capital Corporation) an The Lessee **2834021 ONTARIO INC.** The undersigned (hereinafter called The Guarantor) hereby guarantees Tpine Leasing Capital Corporation unconditionally, jointly and severally with The Lessee the payment of all debts, amounts or obligations, direct or indirect, now owed or that will become owed to Tpine Leasing Capital Corporation by The Lessee or its successors and ensued from the above-mentioned leasing agreement;

2. In all event of execution of the present guarantee, Tpine Leasing Capital Corporation will not have to assert or exhaust its recourses or guarantees against The Lessee or any other person, and The Guarantor shall not assert any right which Tpine Leasing Capital Corporation may or might have against The Lessee or any other person;

3. The present guarantee shall not be diminished or affected in any way because of:

a) renewal, modification, extension of delay that might be convened between Tpine Leasing Capital Corporation and The Lessee regarding the terms and conditions of the above mentioned Leasing Agreement;

b) remittance, total or partial leave of a guarantee;

c) renunciation to defaults of The Lessee or any other person;

d) release, modification, adjustment or addition regarding any obligation of The Lessee or any other person;

e) attribution of the amounts received by Tpine Leasing Capital Corporation from The Lessee or any other person;

f) invalidity or non-execution of any writing or commitment by The Lessee or any other person;

g) changes in The Lessee's organizational structure or of its managers.

4. The Guarantor expressly relinquishes the privileges of division and discussion and its liability will be paramount, total and absolute without consideration for the liability of The Lessee, of Tpine Leasing Capital Corporation or any other person;

5. The obligations of The Guarantor under the present Guarantee will bind its heirs, testamentary executors, administrators, legal representatives and successors, and any release to any other guarantor shall not relieve The Guarantor from his commitments in accordance with this Guarantee;

6. The Guarantor shall not be released from his commitments in this Guarantee as long as all amounts owed to Tpine Leasing Capital Corporation by The Lessee in accordance with the above mentioned Leasing Agreement, on any grounds in capital, interest, costs and others, are not be paid in full, and, more specifically, The Guarantor who commits as such within the scope of his functions as an administrator, shareholder or spouse will not be released as a result of the end of said functions. The Guarantor recognizes that Tpine Leasing Capital Corporation would not have committed in favour of The Lessee without this Guarantee;

7. The Guarantor elects residence in the judiciary district of Ontario for any and all legal proceedings and tribunal jurisdiction;

8. This Guarantee may be transferred or transported without notice, and the assignee shall possess all its ensued rights as Tpine Leasing Capital Corporation itself.

IN WITNESS THEREOF,
The Guarantor has signed in Mississauga on this August 8, 2023

Witness Signature	**I-WAY TRANSPORT INC** Guarantor Name
Witness Name (block letters)	Guarantor Signature
Address	51 WORCESTER RD, ETOBICOKE, ON M9W 4K2 Address

6050 DIXIE ROAD, MISSISSAUGA
TEL. 416-913-9602, FAX. 1866-865-4596

APPENDIX "G"

Vishwanths & Kumar Professional Corporation
197 County Court Blvd, Suite 201
Brampton, ON L6W 4P6

T: 905.673.0185
vklawgroup.ca
avn@vklawgroup.ca

July 25, 2025
Via Email

Alvarez & Marsal Canada Inc
1055 Dunsmuir Street Suite 3501
PO Box 49215
Vancouver, BC V7X 1K8

TPine Leasing Capital Corp/TPine Leasing Capital LP c/o Integrated Financial Technologies Inc.
1055 Dunsmuir Street, Suite 3501
Vancouver, BC V7X 1K8

To: IFT Solutions; appointed service provider of Alvarez & Marsal Canada Inc, in its capacity as Court-Appointed Manager over certain property of TPine

Re: Lease Agreement – Loan No. 32719/VIN No. 1UYVS2533N7614314

We act for 2834021 Ontario Inc. and write in response to your correspondence dated July 23, 2025, regarding the above-referenced lease agreement, originally issued by TPine Leasing Capital Corp.

This response is being provided solely in connection with the specific contract and VIN identified in your correspondence. We do not accept this as a global acknowledgment of liability across other contracts or vehicles.

We request that you provide a complete copy of the lease agreement, the assignment of lease, and any security documentation confirming your legal authority to act in this matter. Unless and until such documents are received and reviewed, we do not recognize your standing to make demands or take any enforcement steps. Any unilateral attempt to seize, repossess, or otherwise interfere with our client's equipment while the matter remains under legal review will be treated as improper, without consent, and may trigger immediate legal action including a claim for damages and injunctive relief.

Furthermore, if your organization has issued, or intends to issue, any credit reports concerning this lease or related contracts, you are required to advise us immediately. This matter is now legally disputed. Any negative reporting absent clear disclosure of the ongoing dispute may result in legal consequences, including claims of misrepresentation to third parties.

Our client remains open to good-faith engagement upon receipt of the requested documentation. Any future discussions regarding payment will be strictly conditional upon confirmation of your authority and rectification of prior contractual breaches. Where appropriate, payments may be tendered into trust or under protest to protect our client's legal position.

This letter does not constitute an admission of liability or acknowledgment of any debt. All legal rights and remedies of our client are expressly reserved. Please respond at your earliest convenience so that we may assess next steps accordingly.

Yours sincerely,

Per: VK Law Group
Arjun Vishwanth

*Arjun Vishwanth**

*/s/*Signed pursuant to the Electronic Commerce Act.*

C. Client

APPENDIX “H”

Clarkson-Maciel, Matteo

From: Legal <legal@vklawgroup.ca>
Sent: Thursday, August 21, 2025 11:12 AM
To: Clarkson-Maciel, Matteo
Cc: Levine, Natalie; Arjun Vishwanth; Rama V; Rama V
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP
Attachments: Pride Contract.pdf; Email.jpg

CAUTION: External Email

Good morning Matteo,

Our client has, at its own expense, located and produced a lease agreement dated March 2, 2022 (attached). The document contains an express obligation under **Section G**, which provides that:
"Truck will be replaced with brand new truck after every 12 months (subject to availability)."

This obligation is central to our client's position. TPine has failed to comply with its replacement obligation, and as a result our client has sustained ongoing operational prejudice and financial harm.
We note that your client, as court-appointed Manager, should already have had these materials in its possession. The fact that it does not, and is relying on our client to locate and produce them, is not our client's burden to correct. Nevertheless, and without prejudice to our rights, we have shared this document to assist in moving matters forward.

Our client expects an immediate resolution of the failure to provide new trucks as required. Unless this issue is substantively addressed, demands for payment of alleged arrears are premature and will be met with corresponding claims and defences.

We reserve all rights, including but not limited to claims in damages and set-off.

Thank you!

VK LAW GROUP

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law,* VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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From: Legal
Sent: Tuesday, August 19, 2025 12:45 PM
To: 'Clarkson-Maciel, Matteo' <mclarksonmaciel@cassels.com>
Cc: Levine, Natalie <nlevine@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

Good afternoon Matteo,

Further to our call, we will provide a further response tomorrow.

Thank you!

VK LAW GROUP

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law,* VK Law Group**

Suite 201, 197 County Court Blvd.,
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Clarkson-Maciel, Matteo

From: Legal <legal@vklawgroup.ca>
Sent: Tuesday, August 19, 2025 11:51 AM
To: Clarkson-Maciel, Matteo
Cc: Levine, Natalie; Rama V; Arjun Vishwanth; Rama V
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP
Attachments: Pride Contract.pdf

CAUTION: External Email

Good afternoon Matteo,

Contrary to your client's assertion that no obligations exist under the lease requiring TPine or its affiliates to act, we draw your attention to **Section G** of the agreement dated March 2, 2022 (a copy of which is attached for ease of reference). That clause expressly provides: *"Truck will be replaced with brand new truck after every 12 months (subject to availability)."*

This contractual provision imposes a **positive obligation** on TPine to provide a new truck to our client annually, save where demonstrable issues of availability arise. Your client's failure to perform under Section G constitutes a breach of its obligations and is central to our client's position.

In light of this express term, it is not open to your client to demand immediate payment of the alleged arrears without first addressing its own default under the lease. Our client reserves all rights, including but not limited to asserting set-off and seeking all appropriate remedies for TPine's breach.

We trust this clarifies the contractual basis for our client's position. Please ensure that this matter is escalated appropriately within Alvarez & Marsal so that a constructive resolution can be pursued.

Thank you!

VK LAW GROUP

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law,* VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
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From: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Sent: Friday, August 15, 2025 4:31 PM
To: Legal <legal@vklawgroup.ca>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>; Rama V <rg@vklawgroup.ca>
Subject: Re: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

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Hi Vishnavie,

On our previous correspondence, you assured us that a response would be received no later than today. The Manager wants to be flexible. But it has been over 4 weeks since your initial letter to A&M regarding your clients belief that TPine has not complied with the terms of the leases. The intervening period has largely been the result of delays in hearing from you.

The Manager's view is that, short of your client providing evidence indicating that there are obligations under the lease that require TPine to act, the amounts outstanding from your client should be paid immediately.

The Manager reserves all rights.

Matteo

Cassels

MATTEO CLARKSON-MACIEL
Associate
t: +1 416 350 6961
e: mclarksonmaciel@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
* admitted as a lawyer in Ontario and a solicitor in England & Wales

---

From: Legal <legal@vklawgroup.ca>
Sent: Friday, August 15, 2025 1:47 PM
To: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>; Rama V <rg@vklawgroup.ca>
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

CAUTION: External Email

Good afternoon Matteo,

We will provide a response by mid next week.

Thank you for patience!

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law,* VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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From: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Sent: Friday, August 15, 2025 1:44 PM
To: Legal <legal@vklawgroup.ca>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>
Subject: Re: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

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Arjun, following up on this. Please advise on when we can expect your response.

Best

Matteo

Cassels

MATTEO CLARKSON-MACIEL
Associate
t: +1 416 350 6961
e: mclarksonmaciel@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
* admitted as a lawyer in Ontario and a solicitor in England & Wales

From: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Sent: Monday, August 11, 2025 12:55 PM
To: Legal <legal@vklawgroup.ca>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>
Subject: Re: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

Hello VK team, grateful if you could please revert soonest on the provisions you're relying on under the lease agreements. Thanks!

Matteo

Cassels

MATTEO CLARKSON-MACIEL
Associate
t: +1 416 350 6961
e: mclarksonmaciel@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
* admitted as a lawyer in Ontario and a solicitor in England & Wales

---

From: Legal <legal@vklawgroup.ca>
Sent: Friday, August 1, 2025 10:00:28 AM
To: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

CAUTION: External Email

Good afternoon Matteo,

Mr. Vishwanth is out of office until August 11th. We will provide the below information on or by August 15th.

Thank you!

VK LAW GROUP

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law*, VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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From: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Sent: Friday, August 1, 2025 9:54 AM
To: Legal <legal@vklawgroup.ca>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

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Hi Arjun,

Just checking in to see when we can expect you will share detail on the provisions in the lease your client relies on to allege that A&M must perform certain maintenance and exchange obligations.

Thanks!

Matteo

Cassels

MATTEO CLARKSON-MACIEL
Associate
t: +1 416 350 6961
e: mclarksonmaciel@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
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Toronto, ON M5H 0B4 Canada
* admitted as a lawyer in Ontario and a solicitor in England & Wales

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From: Legal <legal@vklawgroup.ca>
Sent: Friday, July 25, 2025 1:35 PM
To: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Cc: Levine, Natalie <nlevine@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

CAUTION: External Email

Good afternoon Matteo,

Please provide your availability for a call next week.

Thank you!

VK LAW GROUP

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law*, VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6

Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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From: Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Sent: Friday, July 25, 2025 12:37 PM
To: Legal <legal@vklawgroup.ca>; Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Levine, Natalie <nlevine@cassels.com>
Subject: RE: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

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Hello Vishnavie and Arjun,

Hope this email finds you well.

We act for Alvarez & Marsal Canada Inc. in its capacity as Court-appointed manager of certain property of the Pride Group, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) in the matter of the *Companies' Creditor Arrangement Act* and Pride Group Holdings Inc. et al.

Our client shared with us the correspondence attached below and those sent by you on behalf of Wings Freightway Inc. and I-Way Transport Inc.. I tried to ring you earlier today regarding your correspondence, but I was unable to leave you a voice message on your system and was unable to connect to your direct lines or reception.

If you could please call me back at the number below at your soonest convenience, I'd be happy to discuss the content of your letters. Looking forward to working with you.

Best,

Matteo

Cassels

MATTEO CLARKSON-MACIEL
Associate
t: +1 416 350 6961
e: mclarksonmaciel@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
* admitted as a lawyer in Ontario and a solicitor in England & Wales

---

From: Legal <legal@vklawgroup.ca>
Sent: Friday, July 25, 2025 11:13 AM

To: ampaymentservices@iftsolutions.com; TPine Leasing Payment Services <tpinepaymentservices@iftsolutions.com>; tlcc@acct-admin.com; McIntosh, Doug <dmcintosh@alvarezandmarsal.com>; Allin, Elese <eallin@alvarezandmarsal.com>; Mann, Esther <esther.mann@alvarezandmarsal.com>
Cc: Arjun Vishwanth <avn@vklawgroup.ca>
Subject: 2834021 Ontario Inc RE TPine Leasing Capital Corp / TPine Lease Capital LP

⚠ [EXTERNAL EMAIL]: Use Caution

Good morning,

Please see attached correspondence from Mr. Vishwanth that requires your immediate attention.

Thank you!

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law,* VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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PRIDE
FLEET SOLUTIONS

Date MARCH 02, 2022

Monthly Payment $**5590/per month/per truck (Including GAP)**

Mileage Allowance Annual **250,000 Miles per year (Miles will be consolidated with batch)**

Additional Rental per Mile **$0.25**

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility **Client**

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice.

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc.

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding $500 will be customer's responsibility.

D. Client is responsible to keep the record of maintenance. If the warranty is declined due to this reason, client is liable to make the payment.

E. Pride Fleet Solutions Inc will be responsible for annual safety only (Once a year). Any other semi-Annual inspections will be covered by Customer.

F. Any repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc

G. Truck will be replaced with brand new truck after every 12 months. (Subject to Availability)

H. It is replacement for vin MW5528.

6050 Dixie Rd, Mississauga, ON, L5T 1A6
Tel. 416-913-9602, Fax. 1 866-865-4596, email: credit@tpinecapital.com

PRIDE
FLEET SOLUTIONS

Please Note – All the amounts are applicable to taxes

Vehicle Description

2022 VOLVO 760	**S.NO. 4V4NC9EH6NN320387**

Pride Fleet Solutions Inc

By _____
Name:

2834024 ONTARIO INC.

By _____
NAME BALWANT SINGH SAMRA

6050 Dixie Rd, Mississauga, ON, L5T 1A6
Tel. 416-913-9602, Fax. 1 866-865-4596, email: credit@tpinecapital.com

Balwant Samra <bsamra@i-waytrans.com>

Re: Lease Agreement - TPINE leasing

3 messages

Balwant Samra <bsamra@i-waytrans.com> Thu, Feb 20, 2020 at 12:26 PM
To: Dhanbir Jaswal <djaswal@jaswallaw.com>, preet@pridegroupenterprises.com
Cc: Avii Samra <Asamra@i-waytrans.com>, balvir singh <BSAMRA3@gmail.com>

Hi Preet

As we discussed on the phone following(see preceding email) are concerns raised by our lawyer

according to our, discussion we agree to the following conditions

1. All maintenance is covered by them(including tire oil change and on-road (except Driver mistake like hit somewhere, driver negligence)
2. If equipment can not be fixed in 72 hrs then they will provide another truck
3. Towing covered when a truck mechanical problem occurs
4. We can change the track with a 2-week notice on our discretion
5. We will get a new truck replacement every year
6. after 4 yr we can continue using and we will have no penalty to stop after 4 yr
7. 20% fleet can be increased or decreased without any extra charges/ penalties
8. The lease price for all 4 yrs will be fixed, and will not change (especially increase) , due to CPI

He gave us 2 options

option 1

Change this existing lease agreement with point our lawyer raised and add above 8 conditions

option 2

make another schedule from Tpine leasing(both documents must be from same company either (Tpine or Pride), where that schedule will have priority our existing on contradicting points and will have above 8 conditions added

Regards

Thank you

Balwant Samra

Managing Director

I-Way Transport Inc.

Phone: 647-660-4929 ext 104
Fax: 289-201-2338



APPENDIX "I"

Vishwanths & Kumar Professional Corporation
197 County Court Blvd, Suite 201
Brampton, ON L6W 4P6

T: 905.673.0185
vklawgroup.ca
avn@vklawgroup.ca

September 24, 2025
Via Email

Alvarez & Marsal Canada Inc., in its capacity as Court-Appointed Manager over certain property of TPine Leasing Capital Corp. and/or affiliates
1055 Dunsmuir Street, Suite 3501, P.O. Box 49215
Vancouver, BC V7X 1K8

and

TPine Leasing Capital Corp. / TPine Leasing Capital LP
c/o Integrated Financial Technologies Inc.
1055 Dunsmuir Street, Suite 3501
Vancouver, BC V7X 1K8

CC (for notice only):

City Collections & Bailiff Service Inc.
1110 Henderson Highway
Winnipeg, MB R2G 1L1

and

Trend Collection and Bailiff Services Ltd.
Unit 216 – 740 Rosser Avenue
Brandon, MB R7A 0K9

Unit 720 – 305 Broadway Avenue
Winnipeg, MB R3C 3J7

Re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Urgent Standstill Required

We act for I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. This letter is issued with full reservation of our clients' rights. Our clients' position is grounded in the following chronology and issues, previously raised with your office through and with counsel and reproduced here to maintain a clear record.

We note receipt of payment-redirection instructions and certain assignment materials. Notwithstanding this, your office has directed our clients to remit payments "under the lease" as if the Pride Group lease(s) had been duly assigned or adopted, while declining to recognize or

address the corresponding obligations, representations, credits, offsets, service commitments, and defect/remedy frameworks under those same leases, despite our identification of material breaches. In effect, the lease(s) are invoked for payment while the obligations and defaults remain unaddressed. Enforcement measures, including the engagement of bailiffs were commenced while counsel-to-counsel correspondence was still ongoing. We therefore seek a clear position as to whether you are adopting the lease(s) with the corresponding obligations within the lease. As a result, we renew our request for strict proof of (i) the legal basis and mechanism for any post-appointment adoption or assignment (and the scope of the Manager's mandate to enforce lease terms), (ii) the chain of title and continuity/perfection of any security interests relied upon, and (iii) complete, reconciled statements of account substantiating the amounts demanded. Those requests remain outstanding, and we ask that a standstill on enforcement be directed pending clarification.

Following receipt of your direction letters instructing payments to the Manager or its agent, we contacted the Manager's counsel. In those discussions, we addressed the appearance of an apparent bifurcation on your side between (a) a demand for continuing lease performance and (b) a denial of liability or responsibility for undertakings under the lease. No complete authority package has been provided; no adequate reconciliation has been furnished; and your position on lease adoption versus mere asset/interest enforcement remains unclear, notwithstanding our efforts to resolve these issues without litigation. By contrast, where other lenders approached our clients directly in unrelated files, proper assignment documentation was provided and accepted, and accounts were cleared; the present files do not reflect that standard.

Against that background, our clients advise that on or about 23 September 2025 a unit was removed in Winnipeg without production of any court order or identification. The Bailiff's conducted was aggressive and appeared to be motivated to create disruption of our client's operation. Bailiffs have attended at open yards without providing authority packages or leaving copies of documentation; and that certain units may have already been consigned or directed toward auction facilities. We have also been contacted by third parties indicating continued attempts to locate and remove additional units. Our clients have sought to engage with the Manager's office through and with counsel to establish an orderly process, including discussion of an orderly transition of equipment if required, but those attempts have not resulted in the provision of authority or a resolution pathway. Any further entry upon our clients' premises, seizure, relocation, auction, or disposition of equipment absent prior production of valid authority and counsel-to-counsel arrangements is objected to and must cease forthwith. No consent is given or may be inferred.

To deal with this situation in an non disruptive meaningful manner, please provide us with complete executed leases with all schedules, amendments, and ancillary agreements for each file; executed assignments of lease and any PPSA or other security assignments relied upon together with evidence of perfection and continuity; the court order(s) appointing Alvarez & Marsal as manager and any directions, variations, or authorizations relied upon for enforcement; written

agency/appointment instruments for Integrated Financial Technologies Inc. and any bailiff or tow contractors; reconciled statements of account for each file itemizing charges, credits, arrears, cure amounts, termination/payout figures and per-diem with an audit trail; and complete notice and demand histories issued to our clients. Unless and until the foregoing is produced and verified, you have not established any entitlement to pursue enforcement steps against our clients, particularly where your demands rest on lease adoption while lease obligations remain unaddressed.

Site access must be arranged through counsel by appointment only. Unscheduled attendance will be treated as trespass, and where appropriate a trespass notice will be issued to. This is without prejudice to all remedies in respect of prior entries or removals.

Our clients remain prepared to discuss an orderly, scheduled transition of equipment that mitigates operational disruption while preserving all rights and claims; any monetary discussion, if pursued at all, will follow complete documentary production as above and may proceed only on a trust or protest basis. Pending that review, please suspend self-help and negative credit reporting in relation to these disputed files and advise forthwith if any adverse steps have been taken such that we may take steps to address them. Nothing herein constitutes an admission, waiver, or election of remedies.

Kindly acknowledge receipt and provide the above-noted documentation and confirmations within a reasonable time frame. Failing a satisfactory response, we are instructed to seek appropriate reliefs and damages against such parties as may be advised, including relief addressed to the Manager's asserted lease-based demands while lease obligations remain unremedied. Please ensure that all recovery agents and tow contractors engaged by you are apprised of this notice; we have copied City Collections & Bailiff Service Inc. and Trend Collection and Bailiff Services Ltd. for notice purposes.

Yours sincerely,

Per: VK Law Group
Arjun Vishwanth

*Arjun Vishwanth**

*/s/*Signed pursuant to the Electronic Commerce Act.*

Cassels

September 26, 2025

Via E-Mail

cpendrith@cassels.com
tel: +1 416 860 6765
file # 059366-00005

Vishwanths & Kumar Professional Corporation
197 Country Court Blvd, Suite 201
Brampton, ON L6W 4P6

Attn: Arjun Vishwanth

Dear Mr Vishwanth:

Re: Your Letter dated September 24, 2025 re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. — Urgent Standstill Required

We are litigation counsel to Alvarez & Marsal Canada Inc., in its capacity as Court-Appointed Manager over property of the Pride Group Holdings Inc. et al.

We are in receipt of your letter dated September 24, 2025.

We are in the process of bringing a motion before the Ontario Superior Court of Justice (Commercial List) in the proceedings of Pride Group Holdings Inc. et al under the *Companies' Creditors Arrangement Act*.

Our client's motion will seek relief directing your clients to facilitate repossession of the vehicles leased to them (consistent with our client's rights under the existing agreements and prior court orders) and inform the Court that we will separately commence an action on the Commercial List to recover amounts owing under the leases. We will be seeking our client's costs.

This motion should not be necessary. Unfortunately, it is required due to your clients' unlawful interference with our client's right to recover the leased vehicles, which arises due to your clients' refusal to pay the amounts owing to our client under the leases.

Should your clients wish to avoid this motion, we require your confirmation, no later than Tuesday September 30, 2025, that your clients will fully cooperate with ours to facilitate the orderly transfer of the vehicles without attempt to restrict our client's contractual rights.

If that is not agreeable, you may respond to our client's motion at the relevant time. We expect the motion materials will be ready soon.

We look forward to hearing from you.

Yours truly,

Cassels Brock & Blackwell LLP



Colin Pendrith
Partner
Services provided through a professional corporation

CP

LEGAL*69582502.4

Vishwanths & Kumar Professional Corporation
197 County Court Blvd, Suite 201
Brampton, ON L6W 4P6

T: 905.673.0185
vklawgroup.ca
avn@vklawgroup.ca

September 30, 2025
Via Email

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Attn: Colin Pendrith

Re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Orderly Repossession Protocol and Authority Package

Dear Mr. Pendrith,

Re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Response to your September 26, 2025, letter; orderly transition and preservation of rights

We acknowledge receipt of your correspondence dated September 26, 2025. Our clients categorically deny any "unlawful interference." To the contrary, our clients have consistently sought an orderly, safe, and document-driven approach and have asked for basic particulars necessary to avoid mis delivery, business disruption, and public-safety risk.

Your letter proceeds on the premise that there is a single operative lease form and that any other lease version or collateral obligations are irrelevant. That premise is disputed. Our clients' position, previously conveyed, is that the lease relied upon by your office does not capture the obligations actually extended to and relied upon by our clients, including promised neutral-maintenance, delivery of new equipment every year and related obligations, the non-performance of which has directly resulted in damages. The Manager, as alleged assignee, is refusing to acknowledge the non-performed obligations. Our clients expressly preserve all legal and equitable rights, including set-off and counterclaim for consequential loss occasioned by the non-performance of obligations tied to the equipment.

Against that reservation of rights, and without prejudice to liability or quantum, our clients are prepared to facilitate an orderly transition of the trucks that are the subject of your client's asserted rights under its assignments. To eliminate operational chaos of reposes and protect cargo, third parties, and roadway users, we propose the following procedure, which is reasonable in the circumstances and capable of implementation within fourteen (14) days of your confirmation:

1. Standstill and safety. Your client will immediately instruct all bailiffs and agents to stand down from any unilateral attendance, seizure, or attempted removal. No party will attend at our clients' yards or right-of-way without written coordination through counsel. Cargo-bearing assets will not be touched until unloaded by our clients to avoid spoliation, contamination, or chain-of-custody issues.

2. Identification and authority: Within two business days, you will provide: (a) a consolidated schedule of the specific VINs/serial numbers your client claims, the corresponding lease numbers, and the full chain of assignment for each; and (b) copies of the court orders you say authorize recovery, together with proof of your client's current insurance and the authority of any retrieval contractor.

3. Staging and delivery window: Within fourteen (14) days of your written confirmation , our clients will have the identified trucks, unloaded and free of third-party cargo, at designated yards to be specified in a coordinated schedule. Your client will then collect using insured bailiffs and operators.

4. Mutual release option: If your client wishes to resolve globally, our clients are prepared to consider a mutual release upon completion of the orderly return and reconciliation of accounts. Failing agreement on a release, the parties will proceed with their respective claims and defences in the proper forum, with equipment issues separated from liability and damages adjudication.

For clarity, some trailers and other equipment at issue are the subject of distinct counterparties and legal relationships handled by other counsel. Our clients will not consent to any commingling of assets or rights belonging to or claimed by those third parties. Your client's retrieval efforts must be limited to assets properly identified in the authoritative schedule to be supplied under item 2 above. Any attempt to remove loaded units or equipment claimed under a different chain of title will be opposed.

Your letter suggests an imminent motion. If your client elects to bring it notwithstanding the above cooperative protocol, our clients will respond and seek directions, including on process and safety. However, we trust the Court will expect the parties to adopt a measured, risk-reducing transition such as the one proposed. The Manager's earlier resort to bailiff attendances while counsel was engaged in coordination discussions was counter-productive and increased risk; we ask that this not be repeated.

Please confirm in short order that your client accepts the foregoing fourteen-day orderly transition protocol, will deliver the requested particulars and orders within five business days,

and will withhold any enforcement activity pending implementation. Upon your confirmation, we will circulate a draft coordination schedule and single points of contact for logistics.

All of our clients' rights are reserved.

Yours sincerely,

Per: VK Law Group
Arjun Vishwanth

*Arjun Vishwanth**

*/s/*Signed pursuant to the Electronic Commerce Act.*

Cassels

October 2, 2025

Via E-Mail

cpendrith@cassels.com
tel: +1 416 860 6765
file # 059366-00005

Vishwanths & Kumar Professional Corporation
197 Country Court Blvd, Suite 201
Brampton, ON L6W 4P6

Attention: Arjun Vishwanth

Dear Mr Vishwanth:

Re: Your Letter dated September 30, 2025 re: I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc. – Orderly Repossession Protocol and Authority Package

We are in receipt of your letter dated September 30, 2025.

We attach:

(1) The Second Amended Syndicate Collateral Management Order dated February 4, 2025 (the "**Collateral Management Order**") providing the Manager with authority to enforce any lease or security held by any Pride Entity (as defined therein); and

(2) A list of Management Property VINs in your client's possession. This list itemises each lease number.

We note that items (1) and (2) were previously provided to you by us on August 26, 2025. The Collateral Management Order and all related documents are also available on the monitor's website at: https://documentcentre.ey.com/#/detail-engmt?eid=589.

The Manager is willing to work with your client for an orderly turn-over of the vehicles, provided that your client makes the VINs available for turn-over no later than October 9, 2025. For the avoidance of doubt, the Manager is not waiving any rights under the lease agreements, including any rights to collect arrears, the amounts owing to the end of the relevant lease, or any other amounts.

If your client does not fully comply with above stated timeline or is anything less than fully cooperative, our instructions are to proceed with the Manager's motion to the Court seeking an order requiring the vehicles be turned over immediately.

All the Manager's rights are fully reserved.

Yours truly,

Cassels Brock & Blackwell LLP



Colin Pendrith
Partner
Services provided through a professional corporation

CP
Attachments

LEGAL*69634182.4

Court File No. CV-24-00717340-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 4TH
	)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. and those Applicants listed on **Schedule "A"** hereto (each, an "**Applicant**", and collectively, the "**Applicants**")

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

THIS MOTION made by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Manager (the "**Manager**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion of the Manager dated January 30, 2025 for certain amendments to the Amended Syndicate Collateral Management Order dated November 1, 2024, the Motion of Royal Bank of Canada in its capacity as Bilateral Lender ("**RBC Bilat**") dated October 31, 2024 for certain amendments to the Syndicate Collateral Management Order dated October 17, 2024, the Motion Record of Royal Bank of Canada in its capacity as administrative agent (the "**Administrative Agent**") for and on behalf of itself and the other lenders (the "**Syndicate Lenders**") party to the Fourth Amended and Restated Credit Agreement dated as of May 10, 2024 among, *inter alia*, the Administrative Agent, the Syndicate Lenders and the Applicants and the limited partnerships listed in Schedule "A" hereto (collectively the "**Pride Entities**" and each, a "**Pride Entity**") for an Order pursuant to Section 11 of the *Companies' Creditors Arrangement Act* appointing Alvarez & Marsal Canada Inc. as manager without security, of the Management

Property (as defined below), the affidavits of Brad D. Newton sworn August 2, 2024 and October 16, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for the Manager, the Syndicate Lenders, the Pride Entities, the Monitor, and such other parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Eva-Louise A. A. Hyderman, sworn January 30, 2025 and on reading the consent of Alvarez & Marsal Canada Inc. to act as the Manager,

SERVICE

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

2. THIS COURT ORDERS that capitalized terms used and not defined in this Order shall have the meaning given to them in the Second Amended and Restated Initial Order of this Court dated May 6, 2024 in these proceedings (the "**Initial Order**"), the Order (re: Turn-Over of Securitized Assets) of this Court dated August 8, 2024 in these proceedings (the "**Securitized Asset Turn-Over Order**"), or the Order (re Wind-Down, Liquidity Contribution Alternative and Turn-Over) of this Court dated October 10, 2024 in these proceedings (the "**Recourse Lender Turn-Over Order**"), as applicable.

APPOINTMENT

3. THIS COURT ORDERS that, pursuant to section 11 of the CCAA, Alvarez & Marsal Canada Inc. is hereby appointed Manager, as an officer of this Court, without security, of the following assets, undertakings, and properties (collectively, the "**Management Property**") of the Pride Entities and all proceeds thereof:

(a) all Remaining Assets to be turned-over to the Syndicate Lenders upon payment by the Syndicate Lenders of their Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order (the "**Immediate Turn-Over Assets**");

(b) such further Remaining Assets and any other assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to the Syndicate Lenders (or to the Manager as designee of the Syndicate Lenders) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court (the "**Additional Assets**"), which Additional Assets and Immediate Turn-Over Assets are identified by vehicle identification number ("**VIN**") on Schedule "B" hereto and which may be supplemented from time to time, in which case an updated Schedule "B" to this Order shall be posted on the Monitor's Website;

(c) the Remaining Assets (the "**RBC Bilat Assets**") to be turned-over to RBC Bilat upon payment by RBC Bilat of its Liquidity Contribution pursuant to the Recourse Lender Turn-Over Order, which RBC Bilat Assets are identified by VIN in Schedule "D" to this Order; and

(d) with the consent of the Manager and the Administrative Agent, such further assets or interests (regardless of whether such asset or interest is titled to a Pride Entity) as may be turned-over to RBC Bilat (or to the Manager as designee of RBC Bilat) from time to time pursuant to the Recourse Lender Turn-Over Order (including any MCV Turn-Over Resolution), Securitized Asset Turn-Over Order (including any MCV Servicing Agreement), Entitlement Claims Process Order, or other order of the Court, and in such case, an updated Schedule "D" to this Order shall be posted on the Monitor's Website.

4. THIS COURT ORDERS that in the event of a conflict between the terms of this Order and the Initial Order, this Order shall govern. In the event of a conflict between the terms of this Order and the Recourse Lender Turn-Over Order, the Recourse Lender Turn-Over Order shall govern,

and this Order is expressly subject to the terms and conditions (including in respect of turn-over of Management Property) as set out in the Recourse Lender Turn-Over Order.

MANAGER'S POWERS

5. THIS COURT ORDERS that, the Manager is hereby empowered and authorized, but not obligated, to act at once in respect of the Management Property and, without in any way limiting the generality of the foregoing, the Manager is hereby expressly empowered and authorized to do any of the following where the Manager considers it necessary or desirable, in each case, with the cost and expense thereof to be paid from the proceeds of Management Property or the Manager's borrowings in accordance with this Order (and such costs and expenses shall not be borne by the Pride Entities):

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

(b) to receive, preserve, and protect the Management Property, or any part or parts thereof, including, but not limited to, the relocating of Management Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage;

(c) to engage consultants, servicers, appraisers, brokers, consignees, 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 Manager's powers and duties in respect of the Management Property, including without limitation those conferred by this Order;

(d) to engage with the Ministry of Transportation, Service Ontario, and/or any other governmental department, ministry or agency responsible for vehicle title and/or registration in Canada or the United States of America;

(e) to purchase or lease such machinery, equipment, supplies, premises or other assets to carry out the Manager's powers and duties in respect of the Management Property, including those conferred by this Order;

(f) to receive and collect all monies and accounts now owed or hereafter owing to any of the Pride Entities under or in connection with the Management Property and to exercise all remedies of any Pride Entity in collecting such monies, including, without limitation, to enforce any leases and security held by any Pride Entity in or constituting Management Property;

(g) to settle, extend or compromise any indebtedness owing to any Pride Entity solely to the extent directly related to the Management Property, including in connection with the termination and/or buy-out of vehicle, trailer or equipment leases included in the Management Property;

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

(i) to initiate, prosecute and continue the prosecution of any and all proceedings or disputes and to defend all proceedings now pending or hereafter instituted with respect to the Management Property or the Manager, and to settle or compromise any disputes or any other proceedings in respect thereto. 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 Management Property, including advertising and soliciting offers in respect of the Management Property or any part or parts thereof and negotiating such terms and conditions of sale as the Manager in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Management Property or any part or parts thereof out of the ordinary course of business without further approval of this Court, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or similar legislation in other applicable jurisdictions in Canada or the United States of America shall not be required;

(l) with the assistance of the CRO, the Monitor and the Pride Entities, to engage with the Canada Revenue Agency, the Internal Revenue Service and/or any other governmental department, ministry or tax authorities in Canada or the United States of America and to collect, withhold and remit, as applicable, applicable taxes in the name of the Pride Entities where required;

(m) to apply for any vesting order or other orders necessary to convey the Management Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Management Property, provided however, that the Manager may rely on the Recourse Lender Turn-Over Order or any other order of the Court to convey Management Property free and clear of Claims and Encumbrances as set out therein;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Manager deems appropriate on all matters relating to the Management Property and its management thereof, and to share information, subject to such terms as to confidentiality as the Manager deems advisable;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority for the exercise of the Manager's powers and duties, and any renewals thereof for and on behalf of and, if thought desirable by the Manager;

(p) to enter into agreements with any Pride Entity, the CRO, the Monitor or any trustee in bankruptcy or receiver appointed in respect of any Pride Entity, or any of their Property;

(q) to undertake the reporting and remittance obligations of the Syndicate Lenders and RBC Bilat (solely in respect of the RBC Bilat Assets), as Recourse Lenders under the Recourse Lender Turn-Over Order; 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 Manager takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of (i) each Pride Entity, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) the CRO and (iv) 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**"), and without interference from any other Person.

VEHICLES AND LEASES

6. THIS COURT ORDERS that all Persons shall, upon the request of the Manager, cooperate with the Manager in transitioning possession and control of Management Property to the Manager or its agent, servicer or other designated representative, in all cases consistent with the Recourse Lender Turn-Over Order, where applicable.

6A. THIS COURT ORDERS that from and after the date on which assets or interests become Management Property the Manager shall be authorized and empowered to market for sale and sell Management Property in accordance with the terms of this Order, the Recourse Lender Turn-Over Order, and the Sale Agreement and Sale Approval Order granted October 17, 2024 in these proceedings and that upon the closing of any sale by the Manager to a purchaser of any such assets (the "**Sold Assets**"), all of the rights, title and interest of the Pride Entities, the Securitization

Parties, any party claiming an interest in a Multiple Collateral Vehicle,[1] and any other interested party in and to the Sold Assets shall vest absolutely in the purchaser, free and clear of and from any and all legal, beneficial or other ownership interests, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of this Court in these proceedings (including the CCAA Charges); and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (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 Sold Assets are hereby expunged and discharged as against such Sold Assets, and the Manager is hereby authorized to file such discharges with the applicable personal property registry to give effect to this paragraph, if necessary.

7. THIS COURT ORDERS that the Manager shall (i) with respect to trucks, trailers or other motor vehicles identified by VIN constituting Management Property, remit any applicable sales taxes to the Pride Entities upon any transfer of title from an applicable Pride Entity to a third party, as may be applicable, or with the assistance of the CRO, the Monitor and the Pride Entities, remit such sales taxes in the name of the Pride Entities to Canada Revenue Agency, Internal Revenue Service or any other governmental department, ministry or tax authorities in Canada or the United States of America as required, and (ii) with respect to any vehicle leases, financial or related assets constituting Management Property, with the assistance of the CRO, the Monitor and the Pride Entities, collect, withhold and remit, as applicable, applicable taxes in the name of the Pride Entities to Canada Revenue Agency, Internal Revenue Service or any other governmental department, ministry or tax authorities in Canada or the United States of America where required; provided, however, that where any asset or interest constituting Management Property is not titled

[1] For purposes of this Order, "Multiple Collateral Vehicle" refers to an asset to which entitlement has not yet been determined.

to the Pride Entities, the Manager shall remit any applicable sales taxes as advised by the party to whom the Management Property is titled or as directed by the Court.

8. THIS COURT ORDERS that the Manager shall maintain a record of expenses incurred by or on behalf of the Manager that are directly attributable to the Manager's undertaking its duties or exercising its powers under this Order with respect to particular Management Property identified by VIN ("**VIN-Specific Expenses**").

DISTRIBUTIONS

9. THIS COURT ORDERS that the Manager is hereby authorized, without personal or corporate liability whatsoever to any Person, and without further Order of the Court, to distribute the proceeds from Management Property in accordance with and subject to the Recourse Lender Turn-Over Order (including paragraphs 27 to 30 thereof) and for certainty as follows:

(a) proceeds from Management Property (excluding Multiple Collateral Vehicles, PCVs, and RBC Bilat Assets) shall be distributed to the Administrative Agent;

(b) proceeds from the RBC Bilat Assets (excluding Multiple Collateral Vehicles and PCVs) shall be distributed to the RBC Bilat;

(c) proceeds from Multiple Collateral Vehicles as received by the Manager shall be distributed or otherwise dealt with in accordance with the relevant MCV Turn-Over Resolution, further agreement among relevant MCV Claimants as to entitlement, the Entitlement Claims Process Order, or further Order of the Court, as applicable; and

(d) proceeds from any PCV as received by the Manager shall be distributed in accordance with a final determination of the entitlement to such PCV, a written agreement among the Administrative Agent and the relevant PCV Claimant as to entitlement to such PCV, or further Order of the Court, as applicable.

10. THIS COURT ORDERS that each distribution contemplated in paragraph 9 hereof (a "**Distribution**") shall be:

(a) net of:

(i) any VIN-Specific Expenses corresponding to the Management Property in respect of which such Distribution is being made;

(ii) any applicable taxes; and

(iii) the pro rata share of all general expenses incurred by or on behalf of the Manager in undertaking its duties or exercising its powers under this Order that cannot be attributed to the monetization of the particular Management Property in respect of which such Distribution is being made ("**General Expenses**"), which pro rata share of General Expenses shall be calculated by dividing (i) the number of individual items of Management Property identified by VIN in respect of which the Distribution is being made by (ii) the total number of items of Management Property identified by VIN; and

(b) subject to such reserves as the Manager deems appropriate.

11. THIS COURT ORDERS that any Distributions shall not constitute a "distribution" by any director, officer, employee or agent of the Pride Entities or the Manager, including their respective legal counsel, and such persons shall not constitute a "legal representative", "representative" or a "responsible representative" of the Applicants or "other person" for purposes of Sections 159, 227.1 and 227(5) of the *Income Tax Act* (Canada), Section 117 of the *Taxation Act, 2007* (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any federal, provincial, state or territorial tax legislation (collectively, the "**Statutes**"), and such persons, including the Manager, in causing or assisting any Distribution in accordance with this Order is not "distributing", nor shall it be considered to have "distributed", such funds for the purposes of the Statutes, and such persons shall not incur any liability under the

Statutes for causing or assisting the Manager in making any Distributions in accordance with this Order or failing to withhold amounts, ordered or permitted hereunder, and such persons shall not have any liability for any of the Pride Entities' tax liabilities regardless of how or when such liabilities may have arisen, and are hereby forever released, remised and discharged from any claims against such person under or pursuant to the Statutes or otherwise at law arising as a result of the Distributions contemplated in this Order, and any claims of such nature are hereby forever barred.

12. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these CCAA proceedings;

(b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or other applicable legislation in respect of the Pride Entities or the Management Property and any bankruptcy or receivership order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the Pride Entities; and

(d) any provisions of any federal or provincial legislation,

the Distributions shall be made free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, 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, including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court in these CCAA proceedings, including the CCAA Charges and the Manager's Charge and Manager's Borrowings Charge and (ii) all charges, security interests or claims evidenced by

registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems, and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any Pride Entity and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MANAGER

13. THIS COURT ORDERS that upon receiving a request by the Manager, the Ministry of Transportation, Service Ontario, any other governmental department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada or any State or Municipality within the United States of America, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, are hereby directed to provide access, cooperate with and to provide the Manager with details relating to any transfer of ownership of any of the Management Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

NO PROCEEDINGS AGAINST THE MANAGER

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

NO PROCEEDINGS AGAINST THE MANAGEMENT PROPERTY

15. THIS COURT ORDERS that no Proceeding against or in respect of the Management Property shall be commenced or continued except with the written consent of the Manager or with leave of this Court and any and all Proceedings currently under way against or in respect of the Management Property (other than these proceedings and the Chapter 15 Proceedings) are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that all rights and remedies against the Manager or affecting the Management Property, except as expressly provided herein, are hereby stayed and suspended except with the written consent of the Manager or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Manager from compliance with statutory or regulatory provisions relating to health, safety or the environment, (ii) prevent the filing of any registration to preserve or perfect a security interest, or (iii) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE MANAGER

17. THIS COURT ORDERS that, other than the Pride Entities themselves, 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 any Pride Entity and relating in any way to the Management Property, without written consent of the Manager or leave of this Court.

MANAGER TO HOLD FUNDS

18. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Manager from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Management Property and the collection of any accounts receivable in whole or in part, whether in existence on October 17, 2024 or thereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Manager (the "**Post Managership Accounts**") and the monies standing to the credit of such Post Managership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Manager to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

19. THIS COURT ORDERS that all employees of the Pride Entities shall remain the employees of the applicable Pride Entity until such time as the applicable Pride Entity may terminate the employment of such employees. The Manager 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 (as provided pursuant to subsection 14.06(1.1)(c) of the BIA), other than such amounts as the Manager may specifically agree in writing to pay.

PIPEDA

20. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Manager shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Management 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 Management 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 Manager, or in the alternative destroy all such information. The purchaser of any Management Property shall be entitled to continue to use the personal information provided to it, and related to the Management Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Pride Entity or Pride Entities, and shall return all other personal information to the Manager, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

21. THIS COURT ORDERS that the Manager shall not, as a result of this Order or anything done in pursuance of the Manager's duties and powers under this Order, be deemed to be in occupation, control, care, charge, possession or management of any of the Management Property within the meaning of 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*, 1999, S.C. 1999, c. 33, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended or the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended and regulations thereunder and any similar legislation, unless it is actually in possession.

LIMITATION ON THE MANAGER'S LIABILITY

22. THIS COURT ORDERS that the Manager shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Manager by section 14.06 of the BIA (as provided pursuant to subsection 14.06(1.1)(c) of the BIA) or by any other applicable legislation.

MANAGER'S ACCOUNTS

23. THIS COURT ORDERS that the Manager and counsel to the Manager shall be paid their reasonable fees and disbursements from the proceeds of Management Property or the Manager's borrowings in accordance with this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Manager and counsel to the Manager shall be entitled to and are hereby granted a charge (the "**Manager's Charge**") on the Management 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 Manager's Charge shall form a first charge on the Management Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, upon the turn-over of the Management Property in accordance with the Recourse Lender Turn-Over Order.

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

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

FUNDING OF THE MANAGERSHIP

26. THIS COURT ORDERS that the Manager 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 $6 million (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 Manager by this Order, including interim expenditures. The whole of the Management Property shall be and is hereby charged by way of a fixed and specific charge (the "**Manager'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 other than the Manager's Charge, upon the turn-over of the Management Property in accordance with the Recourse Lender Turn-Over Order.

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

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

29. THIS COURT ORDERS that the monies from time to time borrowed by the Manager pursuant to this Order or any further order of this Court and any and all Manager'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 Manager's Certificates.

COOPERATION AMONG COURT OFFICERS

30. THIS COURT ORDERS that each of the Manager, the CRO and the Monitor (the "**Court Officers**") shall cooperate with the other Court Officers in carrying out and exercising their respective powers and duties conferred herein, in the Initial Order and in other applicable Orders of this Court.

31. THIS COURT ORDERS, without limiting the foregoing, that the CRO shall, as Foreign Representative, if requested by the Manager seek an order in form and substance satisfactory to the Manager in the proceedings pending in the United States under Chapter 15 of Title 11 of the

United States Bankruptcy Code in respect of the Pride Entities (the "**Chapter 15 Proceedings**") recognizing and giving effect to this Order, and such further relief in the Chapter 15 Proceedings as the Manager may reasonably request from time to time; provided the costs of seeking and obtaining an order in the Chapter 15 Proceedings as aforesaid shall be paid by the Manager.

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

33. THIS COURT ORDERS that the amendments to the Amended Syndicate Collateral Management Order shall be effective *nunc pro tunc* to the date of the Manager's appointment.

GENERAL

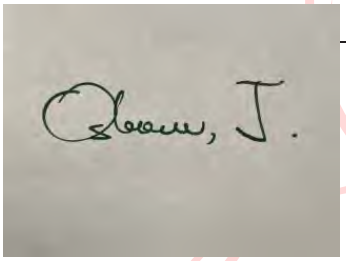
34. THIS COURT ORDERS that the Manager is not a "receiver" as defined in Part XI of the BIA and shall therefore not be required to comply with the reporting obligations set out therein.

35. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Manager 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 Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the terms of this Order.

36. THIS COURT ORDERS that the Manager 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 Manager 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.

37. THIS COURT ORDERS that the Administrative Agent and the Manager be at liberty to seek further relief from this Court and 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 Manager 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.



Digitally signed by Osborne J.
Date: 2025.02.26 08:58:09 -05'00'

SCHEDULE "A"

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C. ADDITIONAL STAY PARTIES

Canadian Additional Stay Parties

- BLOCK 6 HOLDING INC.
- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.
- PRIDE GLOBAL INSURANCE COMPANY LTD.

SCHEDULE "B"
IMMEDIATE TURN-OVER ASSETS AND ADDITIONAL ASSETS

Schedule B - Immediate Turn-Over Assets

VINs Specifically Financed by the Syndicate:

527SR5325PL030413
527SR5327PL030414
527SR5322PL030417
5YJ3E1EB2NF241145
5YJSA1E52NF485735
5YJSA1E54NF485736
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3HSDZAPR5RN450367
3HSDZAPR7RN450368
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UMAU2OP5
UMAU2OP2.5
UMAUCBP10
UMAUSUD1005
UMAUSUD10075
UMAUSUD1010
UMAUSUD10125
UMAUSUD1015
UMAUSUD10175
UMAUSUD1020
UMAUSUD10225
UMAUSUD1025
UMAUSUD10275
UMAUSUD1030
UMAUSUD1035
UMAUSUD1040
UMAUSUD1045
UMAUSUD1060
UMAUSUD1070
UMAUSUD1075
UMAUSUD1080
UMAUSUD1085
UMAUSUD1090
UMAUSUD1100
UMAUSUD1105
UMAUSUD1110
LIFSSADC
TRUFUSE0400H
LIFSSBCD
LIFSSLC
LIFSSTP
LIFSSFLY

LIFSSLR
LIFSSXX7002
LIFSSXX50001
LIFSSXX4002
LIFHSFFWSSC
LIFHDLHRL
LIFOIB
LIFODB
LIFOBWS
LIFBWGHF
LIFFWFB
LIFSADB
LIFSUB
LIFPLCALF
LIFFWAC
LIFBWBE
LIFSCDLR
LIFSSM
UMAUKBPU10
UMAUKBPU15
UMAUKBPU20
UMAUKBPU50
UMAUKBPU60
UMAUKBPU70
UMAUKBPU80
LIFSOWT
LIFFWDR2
LIFDCB016
LIFSMSSCORE
LIFSMSSADD
LIFSMSSACT
LIFHSOB100604
PO1OB7
HAMIBHXHL
POW68
POW404
HAMIB49CE
LIFSBBR
LIFHDTMAB
LIFFWDR3
UMAU2D1005
UMAU2D1007.5
UMAU2D1010
UMAU2D1015

UMAU2D1017.5
UMAU2D1020
UMAU2D10225
UMAU2D1025
UMAU2D1030
UMAU2D1035
UMAU2D1040
UMAU2D1045
UMAU2D1050
UMAU2D1055
UMAU2D1012.5
UMAUCBP25
UMAUCBP35
UMAUCBP45
MNJCNNMCANFMAN10
MB88EN0ANV0GG0L
MB890N0AN00GG0L
DJK14DNAN00EANR2
DJJAAA00AN00EA2U
S.NO20211215
1GRAA0625CD441698
3AKJGLDR3HSHD8200
3AKJGLDR9HSGP6385
4V4NC9EHXLN241446
3AKJHHDR9KSKM7357
1FUJGLD57FLGB2220
1VUJHHDR8KLKC6300
3A3JHHDRXLSLR5681
3AKJHHDRXKSJZ8847
527SR5325PM031748
1FUJHHDR7KLKE3587
1UYVS2533N7501401
1UYVS2535N7501402
1DW1A5322DB397422
3AKJHHDRXMSMM2287
1FUJHHDR3KLKM7267
3AKJHHDR5KSKH0775
4V4MC9EG7HN989081
1XPBD49XXGD355635
5V8VC532XHM700147
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1GRAA0625DD444702
4V4NC9EH4NN320307
3HSDZAPRXPN492627
1XKYD49X5KJ242220

3H3V532KXPS407532
1JJV532D8PL328677
1JJV532DXNL372015

SCHEDULE "C"
MANAGER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the court-appointed manager (the "Manager") of the Management Property as defined in the Amended Syndicate Collateral Management Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 17th day of October, 2024, as amended from time to time (the "Order") made in an action having Court file number CV-24-00717340-00CL, has received as such Manager from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Manager 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 Manager pursuant to the Order or to any further order of the Court, a charge upon the whole of the Management 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 the right of the Manager to indemnify itself out of such Management 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 Manager 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 Manager to deal with the Management Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Manager 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__.

Alvarez & Marsal Canada Inc., solely in its capacity as Manager of the Management Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "D"
RBC BILAT ASSETS

INVENTORY
3AKJHHDR5MSMR6449
3AKJHHDR4MSMR6491
1XKYD49X0PJ264956
1XKYD49X1PJ264948
1XKYD49X9PJ264955
1XKYD49X7NJ489906
1XKYD49X0NJ101012
3AKJHHDR8NSNA1351
3HSDZAPR7NN566180
3HSDZAPR3PN424959
1UYVS2532M3389325
3AKJHHDR4MSMR6426
3AKJHHDR8MSMR6445
1XKYD49X8PJ264963

LEASES
3AKJHHDR6MSMR6430
4V4NC9EH3KN211056
3AKJHHDR3MSMR3811
3HSDZAPR1NN443572
3AKJHHDR2LSKU2115
1JJV532B4ML233236
3AKJHHDR8MSMR6459
3AKJHHDR4MSMR6460
3AKJHHDR6MSMR6461
3AKJHHDR1MSMR6478
3AKJHHDR2MSMR6442
3AKJHHDR7MSMR6419
3AKJHHDR8MSMR3822
3AKJHHDR1MSMR6481
1UYVS2532M2236109
4V4NC9EH6MN235998
4V4NC9EH9MN236000
3AKJHHDR1MSMR6433

LEASES
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3AKJHHDR6MSMR6489
3AKJHHDRXMSMR6432
3AKJHHDR1MSMR6447
3AKJHHDR4MSMR6488
1XKYD49X2NJ489912
3AKJHHDR0NSNA6365
1XKYD49X6NJ479139
3AKJHHDR8NSNB3788
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1UYVS2533N7501821
1XKYDP9X6PJ239674
1UYFS2480P5775302
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3AKJHHDR8MSMR6428
1XKYDP9X7LJ360515
3AKJHHDR8LSKX0369
3AKJHHDR7MSMR6484
1FUJHHDR4MLMD4418
3AKJHHDR8MSMR6493
3AKJHHDR9MSMR6437
3AKJHHDR0MSMR6441
3AKJHHDR5MSMR6435
3AKJHHDR5MSMF0826
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3HSDZAPR3NN443573
3AKJHHDR6NSNA6371
1UYVS2538N3476518

Electronically issued / Délivré par voie électronique : 03-Mar-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No. CV-24-00717340-00C

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTE OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. AND THOSE APPLICANTS LISTED O SCHEDULE "A" HERETO (EACH, AN "APPLICANT", AND COLLECTIVELY, THE "APPLICANTS")

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

SECOND AMENDED SYNDICATE COLLATERAL MANAGEMENT ORDER

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

R. Shayne Kukulowicz LSO #: 30729S
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Eva-Louise A. A. Hyderman LSO#: 90084W
Tel: 416.860.2920
ehyderman@cassels.com

Lawyers for Alvarez & Marsal Canada Inc., Court-Appointed Manager

Court File No./N° du dossier du greffe : CV-24-00717340-00CL

VINs Leased to VK Law Clients

VIN	Lease Number	Lessee
1XPBDP9X8PD854340	42097C	WINGS FREIGHTWAY INC.
3HSDZAPRXRN637961	42076B	WINGS FREIGHTWAY INC.
3HSDZAPR2PN757993	40612A	WINGS FREIGHTWAY INC.
3HSDZAPR4PN303423	40612B	WINGS FREIGHTWAY INC.
3HSDZAPR9RN599204	42076A	WINGS FREIGHTWAY INC.
1XPBD49X2RD873497	42097A	WINGS FREIGHTWAY INC.
1XPBD49X8RD873505	42097B	WINGS FREIGHTWAY INC.
1XPBDP9X4PD873483	42183C	I-WAY TRANSPORT INC.
1XPBDP9X6PD873484	42183D	I-WAY TRANSPORT INC.
3HSDZAPR3RN637946	42066B	I-WAY TRANSPORT INC.
3HSDZAPR4RN637972	42066A	I-WAY TRANSPORT INC.
3HSDZAPRXRN570813	42067A	I-WAY TRANSPORT INC.
3HSDZAPR2RN637971	42067B	I-WAY TRANSPORT INC.
3HSDZAPR7RN599203	42068A	I-WAY TRANSPORT INC.
3HSDZAPRXRN570844	42068B	I-WAY TRANSPORT INC.
3HSDZAPR1RN637962	42069	I-WAY TRANSPORT INC.
1XPBD49X6RD639377	42070A	I-WAY TRANSPORT INC.
1XPBD49X8RD639378	42070B	I-WAY TRANSPORT INC.
1XPBD49XXRD639401	42070C	I-WAY TRANSPORT INC.
1XPBD49X4RD639376	42070D	I-WAY TRANSPORT INC.
1XPBDP9X7PD873476	42183A	I-WAY TRANSPORT INC.
1XPBDP9X9PD873480	42183B	I-WAY TRANSPORT INC.
1XPBD49X6PD873533	37824	2834021 Ontario Inc. (Formerly I-Way)
1UYVS2538N7614311	32719A	2834021 ONTARIO INC.
1UYVS253XN7614312	32719B	2834021 ONTARIO INC.
1UYVS2531N7614313	32719C	2834021 ONTARIO INC.
1UYVS2533N7614314	32719D	2834021 ONTARIO INC.
1UYVS2537N7614316	32719E	2834021 ONTARIO INC.
3HSDZAPR8RN780133	40521A	2834021 ONTARIO INC.
3HSDZAPR3RN780136	40522A	2834021 ONTARIO INC.
3HSDZAPR7RN780138	40522B	2834021 ONTARIO INC.
3HSDZAPRXRN780134	40521B	2834021 ONTARIO INC.
3HSDZAPR9RN780125	40523A	2834021 ONTARIO INC.
3HSDZAPR0RN780126	40523B	2834021 ONTARIO INC.
3HSDZAPR1RN599200	42074	2834021 ONTARIO INC.
3HSDZAPR5RN570816	42073A	2834021 ONTARIO INC.
3HSDZAPR7RN570798	42073B	2834021 ONTARIO INC.
3HSDZAPR6RN780132	40520B	2834021 ONTARIO INC.
3HSDZAPR4RN780131	40520A	2834021 ONTARIO INC.
3HSDZAPR6RN780129	40497A	2834021 ONTARIO INC.
3HSDZAPR2RN780130	40497B	2834021 ONTARIO INC.
1XPBD49X2PD865235	42091A	2834021 ONTARIO INC.
1XPBD49X4PD865236	42091B	2834021 ONTARIO INC.
1XPBD49X5PD865259	42091C	2834021 ONTARIO INC.
1XPBD49X3PD865261	42091D	2834021 ONTARIO INC.
2AYNF7AV8P3T10447	41527B	2834021 ONTARIO INC.
2AYNF7AV6P3T10382	41527A	2834021 ONTARIO INC.

APPENDIX “J”

From: Legal <legal@vklawgroup.ca>
Sent: Thursday, October 30, 2025 4:29 PM
To: Pendrith, Colin
Cc: Kukulowicz, R. Shayne; Levine, Natalie; Clarkson-Maciel, Matteo; Arjun Vishwanth; Rama V
Subject: RE: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]
Attachments: Cassels Return.pdf

CAUTION: External Email

Good afternoon Mr. Pendrith,

Please see attached the locations of 25 units that are available to be picked up tomorrow. The locations of the remaining units will be provided on or by November 7, 2025.

Thank you.

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law*, VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
legal@vklawgroup.ca

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From: Pendrith, Colin <cpendrith@cassels.com>
Sent: Thursday, October 30, 2025 2:34 PM
To: Legal <legal@vklawgroup.ca>; Arjun Vishwanth <avn@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>
Subject: RE: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

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1XPBD49X2PD865235	42091	A class truck repairs 6220 90 Ave SE, Calgary, AB T2C 5A1
1XPBDP9X7PD873476	42070	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
1XPBDP9X9PD873480	42183	FCI SHOP 273 Glidden Rd #1, Brampton, ON L6W 1H9, Canada
1XPBDP9X4PD873483	42183	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
1XPBDP9X6PD873484	42183	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
1XPBD49X6PD873533	42051	1787 Hekla Ave, Winnipeg, MB R2R 0K3
1XPBD49X8RD639378	42070	1787 Hekla Ave, Winnipeg, MB R2R 0K3
1XPBD49XXRD639401	42070	1700 Sismet Rd, Mississauga, ON L4W 1R4
1XPBD49X4RD639376	42183	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR8RN780133	40521	1700 Sismet Rd, Mississauga, ON L4W 1R4
3HSDZAPR2RN780130	40497	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR7RN780138	40522	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR3RN780136	40522	1700 Sismet Rd, Mississauga, ON L4W 1R4
3HSDZAPR0RN780126	40523	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR9RN780125	40523	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR3RN637946	42066	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR4RN637972	42066	1787 Hekla Ave, Winnipeg, MB R2R 0K3
3HSDZAPR2RN637971	42067	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
3HSDZAPRXRN570844		TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
3HSDZAPR1RN637962	42069	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
3HSDZAPR5RN570816	42073	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
3HSDZAPR5RN570816	42073	TTC Shop/7 Selby Rd, Brampton, ON L6W 3P4
1XPBD49X2RD873497	42097	1787 Hekla Ave, Winnipeg, MB R2R 0K3
1XPBD49X8RD873505	42097	1787 Hekla Ave, Winnipeg, MB R2R 0K3
1XPBDP9X8PD854340	42097	1787 Hekla Ave, Winnipeg, MB R2R 0K3

Good afternoon,

We are disappointed by the lack of response to our emails below.

We are in the process of scheduling Court time at 11 a.m. on November 20 for our client's motion to require the turnover of the vehicles.

As reflected in the attached draft order, we are seeking our client's costs. If your clients are willing to consent to the attached order, we can have a discussion about the appropriate amount to be paid to our client on account of its costs thrown away.

Regards,
Colin

Cassels

COLIN PENDRITH *(HE/HIM/HIS)*
Partner
t: +1 416 860 6765
e: cpendrith@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
Services provided through a Professional Corporation.

From: Pendrith, Colin
Sent: Friday, October 10, 2025 11:26 AM
To: Legal <legal@vklawgroup.ca>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Subject: RE: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

I am following up. May I please hear from you today.

Regards,
Colin

Cassels

COLIN PENDRITH *(HE/HIM/HIS)*
Partner
t: +1 416 860 6765
e: cpendrith@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
Services provided through a Professional Corporation.

From: Pendrith, Colin <cpendrith@cassels.com>
Sent: Thursday, October 09, 2025 7:21 PM
To: Legal <legal@vklawgroup.ca>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel,

Matteo <mclarksonmaciel@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Subject: Re: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

Good evening,

No substantive covering communication was provided along with the list of VINs. Please confirm whether the vehicles referenced in the list provided are being made available to our client for retrieval.

We look forward to your prompt response.

Thank you,
Colin

Cassels

COLIN PENDRITH *(he/him/his)*
Partner
t: +1 416 860 6765
e: cpendrith@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
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From: Legal <legal@vklawgroup.ca>
Sent: Thursday, October 9, 2025 4:21 PM
To: Pendrith, Colin <cpendrith@cassels.com>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Arjun Vishwanth <avn@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Subject: RE: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

CAUTION: External Email

Good afternoon,

Please see attached VIN list.

Thank you!

VK LAW GROUP

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law*, VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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---

From: Pendrith, Colin <cpendrith@cassels.com>
Sent: Thursday, October 2, 2025 1:56 PM
To: Legal <legal@vklawgroup.ca>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Rama V <rg@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Subject: RE: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

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Good afternoon,

Please find our letter of today's date attached, together with the enclosures referenced therein.

Regards,
Colin

Cassels

COLIN PENDRITH *(he/him/his)*
Partner
t: +1 416 860 6765
e: cpendrith@cassels.com

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40 Temperance St.
Toronto, ON M5H 0B4 Canada
Services provided through a Professional Corporation.

From: Legal <legal@vklawgroup.ca>
Sent: Tuesday, September 30, 2025 5:59 PM
To: Pendrith, Colin <cpendrith@cassels.com>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Rama V <rg@vklawgroup.ca>; Rama V <rg@vklawgroup.ca>
Subject: RE: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

CAUTION: External Email

Good afternoon Mr. Pendrith,

Please see attached correspondence from Mr. Vishwanth. Kindly acknowledge receipt.

Thank you!

Vyshnavie Manmatharajah (*Ms.*)
***Student-at-Law,* VK Law Group**

Suite 201, 197 County Court Blvd.,
Brampton, ON, L6W 4P6
Phone: 905-673-0185 x 100
Fax: 905-455-4309
avn@vklawgroup.ca

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From: Pendrith, Colin <cpendrith@cassels.com>
Sent: Friday, September 26, 2025 2:53 PM
To: Arjun Vishwanth <avn@vklawgroup.ca>
Cc: Kukulowicz, R. Shayne <skukulowicz@us.cassels.com>; Levine, Natalie <nlevine@cassels.com>; Clarkson-Maciel, Matteo <mclarksonmaciel@cassels.com>; Rama V <rg@vklawgroup.ca>; Legal <legal@vklawgroup.ca>
Subject: A&M and I-Way Transport Inc., Wings Freightway Inc., and 2834021 Ontario Inc [IMAN-LEGAL.FID6532810]

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Good afternoon counsel,

Please see our letter of today's date attached.

Regards,
Colin

Cassels

COLIN PENDRITH *(he/him/his)*
Partner
t: +1 416 860 6765
e: cpendrith@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
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40 Temperance St.
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APPENDIX “K”

I-Way Leased Vehicles
Repair Shop Invoices as at November 10, 2025

VIN	Lease	Lessee	Invoice Number	Invoice Date	Invoice Amount		Total Due	Notes
Quick Tire - 1700 Sismet Rd, Mississauga, ON L4W 1R4								
3HSDZAPR8RN780133	40521	2834021 ONTARIO INC.	60597	2025-05-09	7,424.10			
			55928	2025-09-04	5,096.30	$	**12,520.40**	
3HSDZAPR3RN780136	40522	2834021 ONTARIO INC.	62540	2025-09-10	9,096.50			
			58686	2024-12-28	8,949.60	$	**18,046.10**	
1XPBD49XXRD639401	42070	I-WAY TRANSPORT INC.	59594	2025-03-13	12,011.90	$	**12,011.90**	
2AYNF7AV6P3T10382	41527	2834021 ONTARIO INC.	62795	2025-09-27	8,460.31	$	**8,460.31**	
Total Quick Tire						$	**51,038.71**	*Invoices for installation of new tires, which are no longer on the unit*
Fleet Care Inc - 273 Glidden Rd #1, Brampton, ON L6W 1H9, Canada								
1XPBDP9X9PD873480	42183	I-WAY TRANSPORT INC.	5775	2025-09-16	13,167.03	$	**13,167.03**	
Total Fleet Care Inc.						$	**13,167.03**	*Invoices for installation of new tires, which are no longer on the unit*
Reeset Truck and Trailer Ltd. - 1787 Hekla Ave, Winnipeg, MB R2R 0K3								
1XPBD49X6PD873533	42051	2834021 ONTARIO INC.	25932	2025-10-02	8,099.57			
			25977	2025-10-10	7,119.02			
			Storage	30 Days	945.00	$	**16,163.59**	
3HSDZAPR2RN780130	40497	2834021 ONTARIO INC.	25709	2025-08-26	11,468.58			
			Storage	68 Days	2,142.00	$	**13,610.58**	
3HSDZAPR7RN780138	40522	2834021 ONTARIO INC.	25860	2025-09-18	9,457.58			
			Storage	45 Days	1,417.50	$	**10,875.08**	
3HSDZAPR0RN780126	40523	2834021 ONTARIO INC.	25694	2025-08-24	11,904.41			
			Storage	70 Days	2,205.00	$	**14,109.41**	
3HSDZAPR9RN780125	40523	2834021 ONTARIO INC.	25667	2025-08-22	7,784.22			
			25964	2025-10-07	4,870.75			
			Storage	72 Days	2,268.00	$	**14,922.97**	
1XPBD49X8RD639378	42070	I-WAY TRANSPORT INC.	25855	2025-09-16	19,786.56			
			Storage	47 Days	1,480.50	$	**21,267.06**	
1XPBD49X4RD639376	42183	I-WAY TRANSPORT INC.	25791	2025-09-07	12,978.29			
			Storage	56 Days	1,764.00	$	**14,742.29**	
3HSDZAPR3RN637946	42066	I-WAY TRANSPORT INC.	25798	2025-09-07	7,687.85			
			Storage	56 Days	1,764.00	$	**9,451.85**	
3HSDZAPR4RN637972	42066	I-WAY TRANSPORT INC.	25819	2025-09-12	8,990.98			
			Storage	52 Days	1,638.00	$	**10,628.98**	
1XPBD49X2RD873497	42097	WINGS FREIGHTWAY INC.	25969	2025-10-09	11,596.63			
			Storage	24 Days	756.00	$	**12,352.63**	
1XPBD49X8RD873505	42097	WINGS FREIGHTWAY INC.	25936	2025-10-02	9,274.96			
			25968	2025-10-07	13,141.51			
			Storage	31 Days	756.00	$	**23,172.47**	
1XPBDP9X8PD854340	42097	WINGS FREIGHTWAY INC.	25914	2025-09-27	10,421.29			
			25975	2025-10-10	4,877.76			
			Storage	35 Days	1,102.50	$	**16,401.55**	
Total Reeset Truck						$	**177,698.46**	
TTC Shop - 7 Selby Rd, Brampton, ON L6W 3P4								
3HSDZAPR5RN570816	42073	2834021 ONTARIO INC.	7785	2025-09-28	8,216.94	$	**8,216.94**	
1XPBDP9X7PD873476	42070	I-WAY TRANSPORT INC.	5629	2025-06-28	1,037.89			
			6018	2025-07-19	2,029.96	$	**3,067.85**	
1XPBDP9X4PD873483	42183	I-WAY TRANSPORT INC.	6470	2025-08-12	20,023.31	$	**20,023.31**	
1XPBDP9X6PD873484	42183	I-WAY TRANSPORT INC.	2579	2025-02-06	400.98			
			7620	2025-09-06	8,139.26			
			2570	2025-02-05	2,458.87			
			4030	2025-04-11	227.98			
			3882	2025-04-05	363.59	$	**11,590.68**	
3HSDZAPR2RN637971	42067	I-WAY TRANSPORT INC.	2457	2025-01-30	3,139.23			
			4635	2025-05-12	2,050.45			
			2834	2025-02-18	161.03			
			7792	2025-09-28	4,592.15	$	**9,942.86**	
3HSDZAPRXRN570844	42068	I-WAY TRANSPORT INC.	5881	2025-07-12	429.40			
			7710	2025-09-13	7,293.05	$	**7,722.45**	
3HSDZAPR1RN637962	42069	I-WAY TRANSPORT INC.	2571	2025-02-05	2,379.98			
			7604	2025-09-04	7,236.87	$	**9,616.85**	
Total TTC Shop						$	**70,180.94**	
Total Received Invoices						$	**312,085.14**	
Pending Invoices								
A Class - 6220 90 Ave SE, Calgary, AB T2C 5A1								
1XPBD49X2PD865235	42091	2834021 ONTARIO INC.						

APPENDIX "L"

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 2457
Invoice Date: 2025-01-30
Due Date: 2025-01-30
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-1685
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
315	PA90571	3HSDZAPR2RN637971	188145

Fault - INSTALL ENGINE HEATER

Technician Remarks - Mounted coolant heater making holes and run coolant lines from heater core to pump and all wires connected secured and tested

Description	Qty	Rate	Amount
Part - 20.2900.20.2010.0 [20.2900.20.2010.0] FUEL PICK UP PIPE	1	$80.98	$80.98
Part - 25.2829.34.0501.0 [25.2829.34.0501.0] RH BOXED HYD S3 CS HEATERS	1	$1980.00	$1980.00
Part - 123-10 [123-10] BARB TEE 5/8 10	2	$9.95	$19.90
Part - Silicon Hose 5/8" [1794] Silicon Hose 5/8	12	$4.95	$59.40
Part - Loom 1" [Loom 1"] Loom 1	12	$1.25	$15.00
Part - CLAMP [CLAMP] CLAMP	9	$2.25	$20.25
Part - Lock nut [Lock nut] Lock nut	4	$4.95	$19.80
Part - WASHER [WASHER] WASHER REG	4	$2.25	$9.00
Part - Plastic ties [2724] Plastic ties	40	$0.50	$20.00
Part - 2 WAY WIRE [2 WAY WIRE] 2 WAY WIRE	5	$4.95	$24.75
Part - BUTT CONN [BUTT CONN] Butt Connector	15	$1.00	$15.00

Part - 1/8" SHRINK TUBE [1/8" SHRINK TUBE] 1/8	15	$1.25	$18.75
Part - Lock nut [Lock nut] Lock nut	5	$2.25	$11.25
Part - WASHER [WASHER] WASHER REG	5	$2.25	$11.25
Part - Red Coolant [1461] Red Coolant	5	$14.00	$70.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	7	$3.25	$22.75
Labour Charges	4	$95.00	$380.00

Fault Subtotal	$2778.08	**Fault Taxes**	$361.15	**Fault Total**	$3139.23

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

NOTES:

Subtotal: $2778.08

Discount: -$0.00

HST (13.000%): $361.15

Total Amount: $3139.23

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $3139.23

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

JAGJOT SINGH

Jagjot.

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 2570
Invoice Date: 2025-02-05
Due Date: 2025-02-05
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-1866
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
253	PA 7O473	1XPBDP9X6PD873484	686815

Fault - INSTALL HEATER

Technician Remarks - Truck need to install coolant heater so I installed new heater so i need to put new coolant lines also i hole into chasis then i run wires then i install coolant heater and secure all lines and wires

Description	Qty	Rate	Amount
Part - 5013920A20.2827.21.0201.08 [1007] Bunk Heater	1	$1550.00	$1550.00
Part - Silicon Hose 5/8" [1794] Silicon Hose 5/8	10	$4.26	$42.60
Part - Loom 1" [Loom 1"] Loom 1	10	$1.25	$12.50
Part - 129-10 [2872] Fitting 129-10	1	$4.73	$4.73
Part - 121-B [2855] Fitting 121-B	1	$16.95	$16.95
Part - BUTT CONN [BUTT CONN] Butt Connector	15	$1.00	$15.00
Part - 1/8" SHRINK TUBE [1/8" SHRINK TUBE] 1/8	15	$1.25	$18.75
Part - JB KWIK WELD [JB KWIK WELD] JB KWIK WELD	1	$10.76	$10.76
Part - Loom 1" [Loom 1"] Loom 1	10	$1.25	$12.50
Part - 16GA WIRE [16GA WIRE] 16GA WIRE	25	$1.25	$31.25

Part - BOLT [BOLT] BOLT	4	$2.25	$9.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	6	$3.25	$19.50
Labour Charges	4	$95.00	$380.00

Fault Subtotal $2123.54 **Fault Taxes** $276.06 **Fault Total** $2399.60

Fault - STEERING OIL LEAK

Technician Remarks - I checked for ATF leak then i found leaking from reservoir supply line clamp leak so i replaced clamp and clean

Description	**Qty**	**Rate**	**Amount**
Part - CLAMP [CLAMP] CLAMP	1	$4.95	$4.95
Labour Charges	0.5	$95.00	$47.50

Fault Subtotal $52.45 **Fault Taxes** $6.82 **Fault Total** $59.27

Fault - MOOSE BUMPER LOOSE

Technician Remarks - I checked for loose but bumper has design like that and loose from pins

Description	**Qty**	**Rate**	**Amount**

Fault Subtotal $0.00 **Fault Taxes** $0.00 **Fault Total** $0.00

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That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

NOTES: Parker Sinclair

Subtotal: $2175.99

Discount: -$0.00

HST (13.000%): $282.88

Total Amount: $2458.87

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $2458.87

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 2579
Invoice Date: 2025-02-06
Due Date: 2025-02-06
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-1901
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
253	PA 7O473	1XPBDP9X6PD873484	686815

Fault - INSTALL FOG LIGHTS (PBC)

Technician Remarks - customer asked to install fog lights pbc so checked first took power from spare switch 1 . Run a single wire from there and took it to near foot pedal and from pedal took two wires one for power and one ground by securing on the way to deer guard . Then cut the rubber on deer guard and welded 2 90degree plates on bumper and drilled holes on plates and installed fog lights . Got 3 way pigtail and installed the connections with pigtails.

Description	Qty	Rate	Amount
Part - 3 pin relay connector [2740] Pigtail 84-1006	2	$25.95	$51.90
Part - Insulation tape [Insulation Tape] Insulation tape	1	$2.70	$2.70
Part - 2 WAY WIRE [2 WAY WIRE] 2 WAY WIRE	12	$1.25	$15.00
Part - BUTT CONN [BUTT CONN] Butt Connector	13	$1.00	$13.00
Part - 1/8" SHRINK TUBE [1/8" SHRINK TUBE] 1/8	5	$1.25	$6.25
Part - 16GA WIRE [16GA WIRE] 16GA WIRE	4	$1.25	$5.00
Part - Plastic ties [2724] Plastic ties	10	$0.50	$5.00
Part - ELECTRIC TERMINAL [ELECTRIC TERMIANL] ELECTRIC TERMINAL	2	$2.25	$4.50
Part - METAL SHEET [METAL SHEET] METAL SHEET	1	$55.00	$55.00

Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	2	$3.25	$6.50
Labour Charges	2	$95.00	$190.00

Fault Subtotal	$354.85	**Fault Taxes**	$46.13	**Fault Total**	$400.98

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Subtotal: $354.85

Discount: -$0.00

HST (13.000%): $46.13

Total Amount: $400.98

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $400.98

NOTES:

JEEVAN JOT SINGH

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 2834
Invoice Date: 2025-02-18
Due Date: 2025-02-18
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-2111
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
315	PA90571	3HSDZAPR2RN637971	198410

Fault - CHECK ACM/CMS SYSTEM

Technician Remarks - unit had message on cluster saying check acc/cms system checked codes code was for radar not aligned programmed radar with software and road test fixed issue

Description	Qty	Rate	Amount
Labour Charges	1.5	$95.00	$142.50

Fault Subtotal	$142.50	Fault Taxes	$18.53	Fault Total	$161.03

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NOTES: JATINDER SINGH PARMAR

Subtotal: $142.50

Discount: -$0.00

HST (13.000%): $18.53

Total Amount: $161.03

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $161.03

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 3882
Invoice Date: 2025-04-05
Due Date: 2025-04-05
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-3261
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
253	PA 7O473	1XPBDP9X6PD873484	443755 mi

Fault - A.B.S

Technician Remarks - OLD SENSOR NOT OK THEN PUT THE NEW SENSOR CHECKED CODES THERE WAS CODE FOR MIDDLE AXLE RIGHT SENSOR CHECKED WIRING IT WAS OK SENSOR IS FAULTY

Description	Qty	Rate	Amount
Part - K181265BXWX [K181265BXWX] WS-24 WHEEL SPEED SENSOR	1	$117.012	$117.012
Part - 45221(WIRE BRUSH 1") [45221(WIRE BRUSH 1")] WIRE BRUSH	1	$0.00	$0.00
Part - Plastic ties [2724] Plastic ties	10	$0.50	$5.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	3	$3.25	$9.75
Labour Charges	2	$95.00	$190.00

Fault Subtotal $321.762 **Fault Taxes** $41.83 **Fault Total** $363.592

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or

Subtotal: $321.762

Discount: -$0.00

elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

HST (13.000%): $41.82906

Total Amount: $363.59

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $363.59

NOTES:

JAGJOT

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 4030
Invoice Date: 2025-04-11
Due Date: 2025-04-11
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-3443
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
253	PA 7O473	1XPBDP9X6PD873484	445640 miles

Fault - TRANY ISSUE (GEAR SHIFTING)

Technician Remarks - The truck came in for the gear shifting issue, hooked up the computer and checked the codes, did diagnostics, and found it has fault code:s Rail c solenoid out of range, The truck is in warranty, so we left this job

Description	Qty	Rate	Amount
Part - Plastic ties [2724] Plastic ties	4	$0.50	$2.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	2	$3.25	$6.50
Labour Charges	1	$95.00	$95.00

Fault Subtotal $103.50 **Fault Taxes** $13.46 **Fault Total** $116.96

Fault - POWER LOOSE WHILE UPHILL SOMETIMES

Technician Remarks - RR wheel speed sensor has inactive code , inspected wiring and sensor nothing happened to it but tone ring has rust that needs to be cleaned,

Description	Qty	Rate	Amount
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	1	$3.25	$3.25

Labour Charges	1	$95.00	$95.00

Fault Subtotal	$98.25	**Fault Taxes**	$12.77	**Fault Total**	$111.02

Fault - STARTIN G ISSUE

Technician Remarks - No problem was active

Description	**Qty**	**Rate**	**Amount**
Labour Charges	0	$95.00	$0.00

Fault Subtotal	$0.00	**Fault Taxes**	$0.00	**Fault Total**	$0.00

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NOTES: SHAMSHER

Subtotal: $201.75

Discount: -$0.00

HST (13.000%): $26.2275

Total Amount: $227.98

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $227.98

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TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 4635
Invoice Date: 2025-05-12
Due Date: 2025-05-12
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-4091
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
315	PA90571	3HSDZAPR2RN637971	264482km

Fault - NEED BOTH ENGINE BELTS

Technician Remarks - Replaced both the belts.

Description	Qty	Rate	Amount
Part - K060635 [K060635] BELT	1	$69.78	$69.78
Part - 1201-4120852 [1201-4120852] belt	1	$65.99	$65.99
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	2	$3.25	$6.50
Labour Charges	2	$95.00	$190.00

Fault Subtotal $332.27 **Fault Taxes** $43.20 **Fault Total** $375.47

Fault - KINGPIN HAS PLAY

Technician Remarks - King pin has play so old king pin removed and new installed along with new wheel seals. It took extra time due to seized pins and needed to heat them up.

Description	Qty	Rate	Amount
Part - 35058 [1924] Wheel Seal 35058	2	$125.00	$250.00
Part - 6300-356 [6300-356] KINGPIN SERVICE KIT HENDRIKSON	1	$359.99	$359.99

Part - BRAKE CLEANER [BRAKE CLEANER] BRAKE CLEANER	2	$6.95	$13.90
Part - Cotter pin [Cotter pin] Cotter pins	2	$4.95	$9.90
Part - Plastic ties [2724] Plastic ties	5	$0.50	$2.50
Part - 75W90 [75W90] 75W90 OIL	4	$15.00	$60.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	8	$3.25	$26.00
Labour Charges	8	$95.00	$760.00

Fault Subtotal	$1482.29	**Fault Taxes**	$192.70	**Fault Total**	$1674.99

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NOTES:

Subtotal: $1814.56

Discount: -$0.00

HST (13.000%): $235.8928

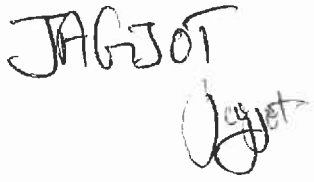
Total Amount: $2050.45

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $2050.45

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com



TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 5629
Invoice Date: 2025-06-28
Due Date: 2025-06-28
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-5117
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
250	PA70467	1XPBDP9X7PD873476	718263

Fault - AC NOT WORKING PROPERLY(AC TURNS OFF AFTER SHORT TIMES)

Technician Remarks - The A/C was not working on idle, so I checked the whole thing step by step. Firstly, I took off the cabin air filter and found that it was choked, so it was replaced with a new one. Then, I checked for the fan and found that the high-pressure sensor was faulty. Hence, it was replaced with a new one. Performed an A/C gas leak test, but no issues were detected, so vacuum the lines properly and fill in the A/C gas. Then left the truck start and the A/C was working perfectly.

Description	Qty	Rate	Amount
Part - PA30093 [PA30093] CABIN AIR FILTER	1	$42.99	$42.99
Part - HIGH PRESSURE SENSOR [HIGH PRESSURE SENSOR] HIGH PRESSURE SENSOR	1	$110.00	$110.00
Part - AC GAS [AC GAS] AC GAS	1	$325.00	$325.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	4	$3.25	$13.00
Labour Charges	4.5	$95.00	$427.50

Fault Subtotal $918.49 **Fault Taxes** $119.40 **Fault Total** $1037.89

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Subtotal: $918.49

Discount: -$0.00

causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

NOTES:

HST (13.000%): $119.4037

Total Amount: $1037.89

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $1037.89

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com



TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 6018
Invoice Date: 2025-07-19
Due Date: 2025-07-19
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-5548
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
250	PA70467	1XPBDP9X7PD873476	718696

Fault - BOTH AC NOT WORKING

Technician Remarks - If the problem comes again, we will take off the radiator, then clean it. The blower was making weird noises, so I took off the blower motor by taking off the panels and put them back. After that, I left the truck running for 3 hours and found that the receiver dryer had started freezing. So, I checked all the lines, filled in ac gas ,and it was found that the radiator was clogged, so I cleaned the radiator and again left the truck start, and found that all issues were fixed.

Description	Qty	Rate	Amount
Part - CR705003 [CR705003] BLOWER MOTOR	1	$689.94	$689.94
Part - SR2000091 [SR2000091] FILTER - RECIRCULATION AIR	1	$28.92	$28.92
Part - RECEIVER DRIER [RECEIVER DRIER] RECEIVER DRIER	1	$108.00	$108.00
Part - AC WASHER [AC WASHER] AC WASHER	3	$15.588	$46.764
Part - AC GAS [AC GAS] AC GAS	1	$325.00	$325.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	4	$6.95	$27.80
Labour Charges	6	$95.00	$570.00

Fault Subtotal	$1796.424	Fault Taxes	$233.54	Fault Total	$2029.964

Fault - IDEAL SHUTDOWN SET TO 5 HOURS

Technician Remarks - job not done because of the software issue from dealers

Description	Qty	Rate	Amount
Labour Charges	0	$95.00	$0.00

Fault Subtotal	$0.00	Fault Taxes	$0.00	Fault Total	$0.00

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NOTES:

Subtotal: $1796.424

Discount: -$0.00

HST (13.000%): $233.53512

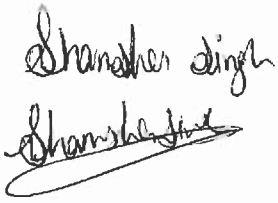
Total Amount: $2029.96

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $2029.96

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com



TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 6470
Invoice Date: 2025-08-12
Due Date: 2025-08-12
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-6122
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
252	PA70472	1XPBDP9X4PD873483	676099.6km

Fault - CHECK ENGINE LIGHT

Technician Remarks - The truck had a check engine light on, so I hooked up the computer and found the codes for the fuel pressure low. I checked the fuel water separator, but everything was fine with it. After that, I took off the top cover and checked for the rail pressure sensor. There was nothing wrong with the sensor as well as pigtail. After that, I took off the injectors, got them cleaned, and installed them back. Also performed the tune-up. Again checked the codes, and the issue was fixed.

Description	Qty	Rate	Amount
Part - BRAKE CLEANER [BRAKE CLEANER] BRAKE CLEANER	3	$6.95	$20.85
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	6	$3.25	$19.50
Service - INJECTOR CLEANING	6	$90.00	$540.00
Labour Charges	1	$1250.00	$1250.00

Fault Subtotal $1830.35 **Fault Taxes** $237.95 **Fault Total** $2068.30

Fault - COOLANT LEAK

Technician Remarks - The truck had a coolant leak, so I performed a pressure test on the cooling system and found that the top radiator hose was broken and the radiator itself was leaking. I removed the damaged hose and radiator, replaced them with new parts, and topped up the coolant. Finally, I performed another pressure test to confirm the repair. The issue was resolved.

Description	Qty	Rate	Amount
Part - 1102889-AS [1102889-AS] RADIATOR ASSEMBLY	1	$5238.363	$5238.363
Part - F50-63080 [F50-63080] TOP RAD HOSE	1	$194.662	$194.662
Part - CLAMP [CLAMP] CLAMP	2	$18.99	$37.98
Part - Red Coolant [1461] Red Coolant	14	$14.00	$196.00
Part - BOLT [BOLT] BOLT	6	$3.25	$19.50
Part - Lock nut [Lock nut] Lock nut	6	$2.25	$13.50
Part - WASHER [WASHER] WASHER REG	12	$1.25	$15.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	8	$3.25	$26.00
Labour Charges	10	$95.00	$950.00

Fault Subtotal	$6691.005	Fault Taxes	$869.83	Fault Total	$7560.835

Fault - REGEN NOT GOING THROUGH

Technician Remarks - The truck had a regen sign coming on the dash, but it was not going through, so I checked the codes and found the codes for the DPF efficiency. So, I checked the DPF filters and it was found that the DPF filter was choked and was not in a condition to be cleaned. Hence, a new DPF filter was installed. There were active codes for the outlet NOX sensor, so I took off the old NOX sensor and replaced it with a new one.

Description	Qty	Rate	Amount
Part - 2274612PE [2274612PE] DPF FILTER	1	$6689.80	$6689.80
Part - 1954665PRX [1954665PRX] NOX SENSOR OUTLET	1	$1312.59	$1312.59
Part - Dpf clamp kit [Dpf clamp kit] Dpf clamp kit	1	$410.00	$410.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	8	$3.25	$26.00

Labour Charges		8	$95.00	$760.00

Fault Subtotal	$9198.39	**Fault Taxes**	$1195.79	**Fault Total**	$10394.18

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Subtotal: $17719.745

Discount: -$0.00

HST (13.000%): $2303.56685

Total Amount: $20023.31

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $20023.31

NOTES:

SHAMSHER

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 7620
Invoice Date: 2025-09-06
Due Date: 2025-09-06
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-7385
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
253	PA 7O473	1XPBDP9X6PD873484	792456.3

Fault - CHECK ENGINE LIGHT ON

Technician Remarks - The unit came in for the check engine light on, so I hooked up the computer and found the codes for the inlet and outlet nox sensor open circuit. First, I checked the wiring but no issues were detected. Further, I checked both sensors and found the sensors faulty. Hence, both sensors were replaced with new ones.

Description	Qty	Rate	Amount
Part - 1954665PRX [1954665PRX] NOX SENSOR OUTLET	1	$1135.50	$1135.50
Part - 2347656PE [2347656PE] NOX SENSOR, FORWARD, MX-13 EPA21	1	$1330.092	$1330.092
Part - Plastic ties [2724] Plastic ties	5	$0.50	$2.50
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	3	$3.25	$9.75
Labour Charges	4	$95.00	$380.00

Fault Subtotal $2857.842 **Fault Taxes** $371.52 **Fault Total** $3229.362

Fault - DERATE SIGN ON

Technician Remarks - There was a derate sign on. Upon inspection, it was found that the def doser has an open circuit. To address the issue, I disconnected the lines from the DEF doser, and removed

the old one. Hence, installed new def doser and the coolant line clamps to prevent any leakages.

Description	Qty	Rate	Amount
Part - 2272104PEX [2272104PEX] KIT-DEF DOSER	1	$1400.796	$1400.796
Part - CLAMP KIT [CLAMP KIT] CLAMP KIT	1	$35.99	$35.99
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	6	$3.25	$19.50
Labour Charges	2.5	$95.00	$237.50

Fault Subtotal $1693.786 **Fault Taxes** $220.19 **Fault Total** $1913.976

Fault - REGEN IS NOT GOING THROUGH

Technician Remarks - The regen was not going through; further inspection revealed that there was DEF frozen inside the DEF pump, due to which the supply was not going properly. Hence, I took off the old DEF pump and replaced it with a new one.

Description	Qty	Rate	Amount
Part - 2290991PEX [2290991PEX] MODULE, DOSER FLUID SUPPLY	1	$2413.756	$2413.756
Labour Charges	2.5	$95.00	$237.50

Fault Subtotal $2651.256 **Fault Taxes** $344.66 **Fault Total** $2995.916

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

Subtotal: $7202.884

Discount: -$0.00

HST (13.000%): $936.37492

Total Amount: $8139.26

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $8139.26

NOTES:

JEEVAN JOT

Jeevan

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 7785
Invoice Date: 2025-09-28
Due Date: 2025-09-28
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-7969
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
321	PA90904	3HSDZAPR5RN570816	543569

Fault - TRUCK SHAKES AT 80

Technician Remarks - The unit was brought in due to a complaint of vibration and shaking while driving. An inspection was performed, including checking the suspension components and kingpins. During the inspection, the kingpins were found to have excessive play. To proceed with the repair, the wheels were removed for access. While doing so, it was also noted that the brake shoes and drums were worn beyond serviceable limits. All worn components were removed, and the mounting surfaces were cleaned thoroughly. After preparing the mounting areas, kingpins, brake shoes, and drums were installed. Once reassembled, the unit was tested and verified to be operating properly.

Description	Qty	Rate	Amount
Part - gun3600ax [gun3600ax] brake drum	2	$389.44	$778.88
Part - 4720 BRAKE [4720 BRAKE] BRAKE PADS 4720	2	$136.55	$273.10
Part - Kingpin [2160] Kingpin	1	$748.55	$748.55
Part - 35058 [1924] Wheel Seal 35058	2	$125.00	$250.00
Part - BRAKE CLEANER [BRAKE CLEANER] BRAKE CLEANER	6	$6.95	$41.70
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	7	$3.25	$22.75
Labour Charges	16	$95.00	$1520.00

Fault Subtotal	$3634.98	**Fault Taxes**	$472.55	**Fault Total**	$4107.53

Fault - THE BRAKES ARE NOT BEING APPLIED PROPERLY

Technician Remarks - The customer reported that the brakes were not applying properly. Upon inspection, it was found that the rear brake linings were worn, and three of the wheel seals were leaking. Since the tires needed to be removed to replace the brakes, it was decided to replace all the wheel seals at the same time to prevent future issues. All rear wheels were removed, and the hubs were taken off. The worn brake components and leaking seals were removed, and the mounting surfaces were cleaned thoroughly. New brake linings and wheel seals were installed and assembled properly. After reassembly, the unit was road tested to ensure proper brake operation, and everything was found to be functioning correctly.

Description	Qty	Rate	Amount
Part - 4707 [1474] Brake Pad 4707	4	$124.55	$498.20
Part - Drum (3922) [2815] Drum (3922)	4	$345.55	$1382.20
Part - 47691 [1923] Wheel Seal 47691	4	$125.00	$500.00
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	5	$3.25	$16.25
Labour Charges	12	$95.00	$1140.00

Fault Subtotal	$3536.65	**Fault Taxes**	$459.76	**Fault Total**	$3996.41

Fault - STEERING NEEDS TO BE LINED UP

Technician Remarks - A steering lineup was performed.

Description	Qty	Rate	Amount
Labour Charges	1	$100.00	$100.00

Fault Subtotal	$100.00	**Fault Taxes**	$13.00	**Fault Total**	$113.00

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of

Subtotal: $7271.63

Discount: -$0.00

HST (13.000%): $945.3119

Total Amount: $8216.94

the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times. whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration. enforcement, and defence of the lien.

Applied Credit: $0.00

Amount Paid: $0.00

NOTES:

Due Amount: $8216.94

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

GURREET Singh

Gurpreet Kaur

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2

Invoice Details

Invoice #: 7792
Invoice Date: 2025-09-28
Due Date: 2025-09-28
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-8052
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
315	PA90571	3HSDZAPR2RN637971	415225.6

Fault - CHECK ENGINE LIGHT ON

Technician Remarks - The unit came in with the check engine light on, so I hooked up the computer and various codes related to the after-treatment. Further inspection revealed that the DPF temp sensor module is faulty. To address the issue, I took off the faulty sensor and replaced it with a new one.

Description	Qty	Rate	Amount
Part - 4384574 [4384574] TEMPERATURE SENSOR	1	$1172.23	$1172.23
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	3	$3.25	$9.75
Labour Charges	2	$95.00	$190.00

Fault Subtotal $1371.98 **Fault Taxes** $178.36 **Fault Total** $1550.34

Fault - DERATE

Technician Remarks - The truck was found to be in derate mode. Upon diagnostics, active fault codes were present for the inlet NOx sensor, outlet NOx sensor, and the DPF differential pressure sensor. To address the issue, the inlet NOx sensor was removed first. Due to limited access and seized threads, the removal required additional time and care to avoid damage to the component and mounting threads. The inlet NOx sensor was then replaced with a new unit. However, the fault code for the outlet NOx sensor remained active, so the outlet NOx sensor was also replaced. Next, the DPF differential pressure sensor was inspected. The pressure reference tube was found to be clogged. The tube was thoroughly cleaned, restoring proper pressure readings and resolving the fault. After these repairs, the system was rechecked and all faults were cleared successfully.

Description	Qty	Rate	Amount
Part - 4326873RX [4326873RX] SENSOR, NITROGEN OXIDE	1	$995.604	$995.604
Part - 5679700CUM [5679700CUM] NOX IN	1	$1255.765	$1255.765
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	4	$3.25	$13.00
Labour Charges	4.5	$95.00	$427.50

Fault Subtotal	$2691.869	**Fault Taxes**	$349.94	**Fault Total**	$3041.809

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

Subtotal: $4063.849

Discount: -$0.00

HST (13.000%): $528.30037

Total Amount: $4592.15

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $4592.15

NOTES:

- JATINDER

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

Fleet Care Inc.
273 Glidden Rd #1,
Brampton ON L6W 1H9
+1 6472614037
fcifleetcareinc@gmail.com
HST (ON) Registration No.: 769575333RT0001

Invoice 5775

BILL TO
I-WAY TRANSPORT INC.
51 Worcester Rd
Etobicoke Ontario M9W 4K2

DATE	PLEASE PAY	DUE DATE
16/09/2025	**$13,167.03**	16/10/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	TRUCK - 251 (PETERBELT) , LICENSE PLATE - PA70471 , VIN - 1XPBDP9X9PD873480			
Michelin XDN2 Drive 11R22.5	Michelin XDN2 Drive 11R22.5	8	815.00	6,520.00
MICHELIN STEER TIRE	MICHELIN STEER TIRE 11R 22.5	2	865.00	1,730.00
RPRA FEE	Resource productivity & Recovery authority	10	14.50	145.00
LABOUR	LEFT SIDE MIDDLE AND RIGHT SIDE REAR AXLE NEW WHEEL SEAL	5	85.00	425.00
LABOUR	MIDLDE AND REAR AXLE NEW BRAKES AND DRUMS (INCLUDING PARTS)	1	935.00	935.00
LABOUR	LEFT SIDE MIDDLE AXLE NEW BRAKE CHAMBER	2	85.00	170.00
LABOUR	LEFT SIDE FRONT AXLE NEW WHEEL SEAL	2.50	85.00	212.50
DIAGNOSE	BACK GEAR LIGHT NOT WORKING ISSUE FIX (WIRING ISSUE FIX)	4	85.00	340.00
BREAK ADJUST	BREAK ADJUST	1	25.00	25.00
GREASE	GREASE DONE	1	25.00	25.00
PARTS	BRAKE CHAMBER	1	113.10	113.10
PARTS	SEAL03A	2	75.99	151.98
PARTS	SEAL01A	1	75.99	75.99
PARTS	HUB JAIN	3	9.99	29.97
HUB OIL	HUB OIL	3	29.97	89.91
PARTS	BRAKE CLEANER	18	7.71	138.78
ALIGNMENT	ALIGNMENT CHECK	1	100.00	100.00
ALIGNMENT	ALL AXLE ALIGNMENT ADJUSTMENT	3	75.00	225.00
SHOP SUPPLY	SHOP SUPPLY	1	200.00	200.00

Authorization and Release: I am the owner or Authorized agent of the above- mentioned vehicle and I authorize repair work specified above. I release Fleet Care Inc. from all liability for loss or damage of the vehicle and articles left in it, in case of fire, theft and any cause beyond your control, and for any delay resulting from unavailability of parts. I authorize you, your agents to drive the vehicle on public roads and elsewhere for inspection and testing purposes. Until payment in full of the total charge specified. Herein and any additional charge which I may authorize to retain or repossess the said vehicle and hold it as security for such payment.
WHEELS SHOULD BE TIGHTENED AFTER 100KMS.

SUBTOTAL	11,652.23
HST (ON) @ 13%	1,514.80
TOTAL	13,167.03
TOTAL DUE	$13,167.03

THANK YOU.

TAX SUMMARY

RATE	TAX	NET
HST (ON) @ 13%	1,514.80	11,652.23

QUICK TIRE REPAIR CENTER

1700 Sismet Road
Missisauga ON L4W 1R4

All Brands of New & Used American & Chinese Tires

INVOICE

Date	Invoice #
2024-12-28	58686

24/7 Mobile Service: (647) 707-6087

9056704449

quicktire26@gmail.com

Invoice To:

I WAY TRANSPORT INC.
51 Worcester Road
Etobicoke, ON, M9W 4K2

PLEASE NOTE TERMS

Overdue invoices will be charged 2% per month or 24% per annum.

Make	Truck / Trailer #	Licence Plate #	Mileage	vin #	Terms
	289	PA-83454	389675	po 14253	30

Item	Quantity	Description	Price Each	Amount
MICH XDN2 275...	8	MICH XDN2 275/80R22.5 - LP VIN3HSDZAPR3RN780136	760.00	6,080.00
BFG ST244 11R2...	2	BFG ST244 11R22.5	635.00	1,270.00
OTS FEE - TRUC...	10	Ontario Tire Stewardship Fee ***	14.50	145.00
VALVE	10	VALVE STEM	10.00	100.00
ALIGNMENT	1	ALIGNMENT	325.00	325.00
		HST (ON) on sales	13.00%	1,029.60
GST/HST No.	832575708			

The Undersigned hereby acknowledges : That the undersigned is indebted to Quick Tire Repair Centre in the amount set out on this work order together with interest of 2% per month, 24 % per annum calculated from the date of work.That until the payment is paid in full for this work order is received, a lien under the Repair and Storage Lien Act of Ontario on vehicle described herein in respect of the material supplied, all disbursement and services rendered under this work order for the full amount charged therfore, and further that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the debtor.
That we, or our bailiff or agent my seize and resume possession at any time if the amount of the indebtedness is not paid on due date and realize the amount of such indebtedness tigether with all cost and disbursement of resuming possession.

Subtotal	$7,920.00
Sales Tax Total	$1,029.60
Invoice Total	**$8,949.60**

NOTE: RETORQUE WHEELS AFTER 100-150 KMS

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____

Wheel Torque Witnessed: _____

QUICK TIRE REPAIR CENTER

1700 Sismet Road
Missisauga ON L4W 1R4

All Brands of New & Used American & Chinese Tires

INVOICE

Date	Invoice #
2025-03-13	59594

24/7 Mobile Service: (647) 707-6087

9056704449

quicktire26@gmail.com

Invoice To:

I WAY TRANSPORT INC.
51 Worcester Road
Etobicoke, ON, M9W 4K2

PLEASE NOTE TERMS

Overdue invoices will be charged 2% per month or 24% per annum.

Make	Truck / Trailer #	Licence Plate #	Mileage	vin #	Terms
	274	pa77681			30

Item	Quantity	Description	Price Each	Amount
MICH XLINE EN...	2	VIN 1xpbd49xxrd639401	875.00	1,750.00
VALVE	2	VALVE STEM	10.00	20.00
OTS FEE - TRUC...	2	Ontario Tire Stewardship Fee ***	14.50	29.00
MICHELIN XLIN...	8	MICHELIN X LINE ENERGY D 11R 22.5	850.00	6,800.00
OTS FEE - TRUC...	8	Ontario Tire Stewardship Fee ***	14.50	116.00
ALIGNMENT	1	ALIGNMENT	325.00	325.00
RIM - NEW	2	RIM - NEW	450.00	900.00
Tirod	1	Parts- Tirod	450.00	450.00
LABOUR	2	LABOUR	120.00	240.00
		HST (ON) on sales	13.00%	1,381.90
GST/HST No.	832575708			

The Undersigned hereby acknowledges : That the undersigned is indebted to Quick Tire Repair Centre in the amount set out on this work order together with interest of 2% per month, 24 % per annum calculated from the date of work.That until the payment is paid in full for this work order is received, a lien under the Repair and Storage Lien Act of Ontario on vehicle described herein in respect of the material supplied, all disbursement and services rendered under this work order for the full amount charged therfore, and further that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the debtor.
That we, or our bailiff or agent my seize and resume possession at any time if the amount of the indebtedness is not paid on due date and realize the amount of such indebtedness tigether with all cost and disbursement of resuming possession.

Subtotal	$10,630.00
Sales Tax Total	$1,381.90
Invoice Total	**$12,011.90**

NOTE: RETORQUE WHEELS AFTER 100-150 KMS

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____

Wheel Torque Witnessed: _____

QUICK TIRE REPAIR CENTER

1700 Sismet Road
Missisauga ON L4W 1R4

All Brands of New & Used American & Chinese Tires

INVOICE

Date	Invoice #
2025-05-09	60597

24/7 Mobile Service: (647) 707-6087

9056704449

quicktire26@gmail.com

Invoice To:

I WAY TRANSPORT INC.
51 Worcester Road
Etobicoke, ON, M9W 4K2

PLEASE NOTE TERMS

Overdue invoices will be charged 2% per month or 24% per annum.

Make	Truck / Trailer #	Licence Plate #	Mileage	vin #	Terms
	283	pb 12644	608813		30

Item	Quantity	Description	Price Each	Amount
BFG ST244 11R2...	2	BFG ST244 11R22.5 vin 3hsdzapr8rn780133	640.00	1,280.00
OTS FEE - TRUC...	10	Ontario Tire Stewardship Fee ***	14.50	145.00
VALVE	2	VALVE STEM	10.00	20.00
ALIGNMENT	1	ALIGNMENT	325.00	325.00
BFG DR444 11R2...	8	BFG DR444 11R22.5	600.00	4,800.00
		HST (ON) on sales	13.00%	854.10
GST/HST No.	832575708			

The Undersigned hereby acknowledges : That the undersigned is indebted to Quick Tire Repair Centre in the amount set out on this work order together with interest of 2% per month, 24 % per annum calculated from the date of work.That until the payment is paid in full for this work order is received, a lien under the Repair and Storage Lien Act of Ontario on vehicle described herein in respect of the material supplied, all disbursement and services rendered under this work order for the full amount charged therfore, and further that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the debtor.
That we, or our bailiff or agent my seize and resume possession at any time if the amount of the indebtedness is not paid on due date and realize the amount of such indebtedness tigether with all cost and disbursement of resuming possession.

Subtotal	$6,570.00
Sales Tax Total	$854.10
Invoice Total	**$7,424.10**

NOTE: RETORQUE WHEELS AFTER 100-150 KMS

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____

Wheel Torque Witnessed: _____

QUICK TIRE REPAIR CENTER

1700 Sismet Road
Missisauga ON L4W 1R4

All Brands of New & Used American & Chinese Tires

INVOICE

Date	Invoice #
2025-09-10	62540

24/7 Mobile Service: (647) 707-6087

9056704449

quicktire26@gmail.com

Invoice To:

I WAY TRANSPORT INC.
51 Worcester Road
Etobicoke, ON, M9W 4K2

PLEASE NOTE TERMS

Overdue invoices will be charged 2% per month or 24% per annum.

Make	Truck / Trailer #	Licence Plate #	Mileage	vin #	Terms
	289	PA-83454		RN780136	30

Item	Quantity	Description	Price Each	Amount
BFG ST244 11R2...	2	BFG ST244 11R22.5	675.00	1,350.00
OTS FEE - TRUC...	10	Ontario Tire Stewardship Fee ***	14.50	145.00
VALVE	2	VALVE STEM	10.00	20.00
ALIGNMENT	1	ALIGNMENT	325.00	325.00
BFG DR444 11R2...	8	BFG DR444 11R22.5	600.00	4,800.00
MECHANICAL ...	8	MECHANICAL WORK	120.00	960.00
SERVICE CALL	1	MOBILE SERVICE CALL	150.00	150.00
SEAL OIL	4		75.00	300.00
		HST (ON) on sales	13.00%	1,046.50
GST/HST No.	832575708			

The Undersigned hereby acknowledges : That the undersigned is indebted to Quick Tire Repair Centre in the amount set out on this work order together with interest of 2% per month, 24 % per annum calculated from the date of work.That until the payment is paid in full for this work order is received, a lien under the Repair and Storage Lien Act of Ontario on vehicle described herein in respect of the material supplied, all disbursement and services rendered under this work order for the full amount charged therfore, and further that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the debtor.
That we, or our bailiff or agent my seize and resume possession at any time if the amount of the indebtedness is not paid on due date and realize the amount of such indebtedness tigether with all cost and disbursement of resuming possession.

Subtotal	$8,050.00
Sales Tax Total	$1,046.50
Invoice Total	**$9,096.50**

NOTE: RETORQUE WHEELS AFTER 100-150 KMS

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____

Wheel Torque Witnessed: _____

QUICK TIRE REPAIR CENTER

1700 Sismet Road
Missisauga ON L4W 1R4

All Brands of New & Used American & Chinese Tires

INVOICE

Date	Invoice #
2025-09-27	62795

24/7 Mobile Service: (647) 707-6087

9056704449

quicktire26@gmail.com

Invoice To:

I WAY TRANSPORT INC.
51 Worcester Road
Etobicoke, ON, M9W 4K2

PLEASE NOTE TERMS

Overdue invoices will be charged 2% per month or 24% per annum.

Make	Truck / Trailer #	Licence Plate #	Mileage	vin #	Terms
	CST-32	BT91990			30

Item	Quantity	Description	Price Each	Amount
MICH XLINE EN...	2	MICH XLINE ENERGY 11R22.5 VIN# 2AYNF7AV6P3T10382	875.00	1,750.00
OTS FEE - TRUC...	6	Ontario Tire Stewardship Fee ***	14.50	87.00
MICHELIN	4	XDN2 11R22.5 16 PLY	825.00	3,300.00
RIM	6	RIM	350.00	2,100.00
ALIGNMENT	1	ALIGNMENT	250.00	250.00
		HST (ON) on sales	13.00%	973.31
GST/HST No.	832575708			

The Undersigned hereby acknowledges : That the undersigned is indebted to Quick Tire Repair Centre in the amount set out on this work order together with interest of 2% per month, 24 % per annum calculated from the date of work.That until the payment is paid in full for this work order is received, a lien under the Repair and Storage Lien Act of Ontario on vehicle described herein in respect of the material supplied, all disbursement and services rendered under this work order for the full amount charged therfore, and further that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the debtor.
That we, or our bailiff or agent my seize and resume possession at any time if the amount of the indebtedness is not paid on due date and realize the amount of such indebtedness tigether with all cost and disbursement of resuming possession.

Subtotal	$7,487.00
Sales Tax Total	$973.31
Invoice Total	**$8,460.31**

NOTE: RETORQUE WHEELS AFTER 100-150 KMS

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____

Wheel Torque Witnessed: _____

QUICK TIRE REPAIR CENTER

1700 Sismet Road
Missisauga ON L4W 1R4

All Brands of New & Used American & Chinese Tires

INVOICE

Date	Invoice #
2025-09-04	55928

24/7 Mobile Service: (647) 707-6087

9056704449

quicktire26@gmail.com

Invoice To:

I WAY TRANSPORT INC.
51 Worcester Road
Etobicoke, ON, M9W 4K2

PLEASE NOTE TERMS

Overdue invoices will be charged 2% per month or 24% per annum.

Make	Truck / Trailer #	Licence Plate #	Mileage	vin #	Terms
	283	PB12644			30

Item	Quantity	Description	Price Each	Amount
DRUM	4	DRUM VIN# 3HSDZAPRN780133	150.00	600.00
BRAKES	4	BREAK	90.00	360.00
MECHANICAL ...	4	MECHANICAL WORK	125.00	500.00
RIM - NEW	4	RIM - NEW	325.00	1,300.00
SEAL OIL	4		75.00	300.00
MECHANICAL ...	8	MECHANICAL WORK	125.00	1,000.00
OILL	1		450.00	450.00
		HST (ON) on sales	13.00%	586.30
GST/HST No.	832575708			

The Undersigned hereby acknowledges : That the undersigned is indebted to Quick Tire Repair Centre in the amount set out on this work order together with interest of 2% per month, 24 % per annum calculated from the date of work.That until the payment is paid in full for this work order is received, a lien under the Repair and Storage Lien Act of Ontario on vehicle described herein in respect of the material supplied, all disbursement and services rendered under this work order for the full amount charged therfore, and further that the said lien shall continue in force at all times, whether the vehicle is in my possession or possession of the debtor.
That we, or our bailiff or agent my seize and resume possession at any time if the amount of the indebtedness is not paid on due date and realize the amount of such indebtedness tigether with all cost and disbursement of resuming possession.

Subtotal	$4,510.00
Sales Tax Total	$586.30
Invoice Total	**$5,096.30**

NOTE: RETORQUE WHEELS AFTER 100-150 KMS

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____

Wheel Torque Witnessed: _____

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
02/10/2025	25932

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 268 / PA74706 / 873533 UNIT 268 / PA74706 / 873533 I-WAY TRANSPORT INC. 2792 SLOUGH ST. MISSISSAUGA CANADA ON L4T 1G3

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X6PD873533	2142931 JULY 31,2026	PA74706	743200 KM	PETERBILT 2023	268

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
HOLRK-10700 L	AIR CYLINDER KIT	1	355.88	G	355.88
REBUILD	REBUILD FIFTH WHEEL	1	900.00	G	900.00
USED	USED FUEL TANK	1	1,000.00	G	1,000.00
WINDSHIELD L	NEW WINDSHIELD	1	700.00	G	700.00
E74-1021	CLUTCH KIT	1	2,700.00	G	2,700.00
					Subtotal: 5,655.88
LABOUR.	REBUILD 5TH WHEEL	2.50	80.00	G	200.00
LABOUR.	REPLACE CLUTCH	14	80.00	G	1,120.00
LABOUR.	REPROGRAMMING CLUTCH SYSTEM	3	80.00	G	240.00
LABOUR.	REPLACE DRIVER SIDE FUEL TANK	5	80.00	G	400.00
					Subtotal: 1,960.00
SHOP SUPPLY5%	SHOP SUPPLY	1,960	0.05	G	98.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ɔe re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	8,099.57
G	385.69
BALANCE DUE	$8,099.57

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
10/10/2025	25977

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 268 / PA74706 / 873533 UNIT 268 / PA74706 / 873533 I-WAY TRANSPORT INC. 2792 SLOUGH ST. MISSISSAUGA CANADA ON L4T 1G3

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X6PD873533	2142931 JULY 31,2026	PA74706	764598 KM	PETERBILT 2023	268

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
5461551RXCUM	SOOT SENSOR	1	834.66	G	834.66
4326874RXCUM	OUTLET NOX SENSOR	1	962.81	G	962.81
R D/MBA 6073300019K L	LH KING PIN KIT	1	785.00	G	785.00
35058XT-C50 L	SCOTSEAL- XT	2	46.00	G	92.00
R D/STM 330-3024 L	HUB CAP GASKET	2	3.99	G	7.98
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	36	15.95	G	574.20
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	18	4.86	G	87.48
47691XT-C24 W L	SCOOTSEAL X-TREME	4	56.49	G	225.96
RD/STM 330-3111 L	DRIVE AXLE GASKET	4	4.50	G	18.00
					Subtotal: 3,588.09
LABOUR.	REPLACE KING PIN KIT BOTH SIDE	10	80.00	G	800.00
LABOUR.	CHANGE BOTH DIFF OIL	3	80.00	G	240.00
LABOUR.	REPLACE ALL DRIVE WHEEL SEAL	12	80.00	G	960.00
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE	3	80.00	G	240.00
LABOUR.	REPAIR WIRING ACM TO INLET NOX SENSOR	4	80.00	G	320.00
LABOUR.	REPLACE OUTLET NOX SENSOR	3	80.00	G	240.00
LABOUR.	REPLACE SOOT SENSOR	3	80.00	G	240.00
					Subtotal: 3,040.00
SHOP SUPPLY5%	SHOP SUPPLY	3,040	0.05	G	152.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	7,119.09
G	339.00
BALANCE DUE	$7,119.09

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
07/09/2025	25791

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 275 / PA77682 / VIN 639376 UNIT 275 / PA77682 / VIN 639376 51 WORCESTER RD. CANADA ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X4RD639376	2068077 JULY 31 2025	PA77682	863478 K.M	PETERBILT 2024	275

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
DT12 101S/EXM/EG5080 L	TRANSMISSION FLUID 75W - 90 D12	18	35.00	G	630.00
6306LLU L	PILOT BEARING	1	14.24	G	14.24
USED	USED FLY WHEEL	1	1,000.00	G	1,000.00
E74-1021	CLUTCH KIT	1	2,700.00	G	2,700.00
RK-351-A-L (L)	5TH WHEEL REBUILD KIT	1	798.90	G	798.90
35058XT-C50 L	SCOTSEAL- XT	2	46.00	G	92.00
USED	HEADLIGHT	1	1,000.00	G	1,000.00
R D/MBA 6073300019K L	LH KING PIN KIT	1	785.00	G	785.00
575.10214	WASHER FLUID RESERVOIR	1	374.24	G	374.24
563.59035 E	HOOD MIRROR ASSEMBLY LH BLACK	1	183.92	G	183.92
47691XT-C24 W L	SCOOTSEAL X-TREME	1	56.49	G	56.49
330-3107 L	AXLE GASKET 3/4 HOLE	1	4.25	G	4.25
FG/FF5776 L	FUEL FILTER	1	72.10	G	72.10
LF14000NN L	OIL FILTER	1	61.07	G	61.07
K37-1021 L	FUEL FILTER	1	78.36	G	78.36
10W30 OIL T4 L	ROTELLA 10W30 ENGINE OIL (SEMI-SYNTHETIC)	44	5.95	G	261.80
KEN-AF-3(D37-1061) (T680)L	ENGINE AIR FILTER T680	1	170.00	G	170.00
WWF-40-4L	WINDSHIELD WASHER FLUID	2	5.25	G	10.50
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	37	15.95	G	590.15
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	9	4.86	G	43.74
					Subtotal: 8,926.76
LABOUR.	REPLACE BOTH SIDE KING PIN	10	80.00	G	800.00
LABOUR.	REBUILD 5TH WHEEL	2.50	80.00	G	200.00
LABOUR.	REPLACE CLUTCH AND ACTUATOR	14	80.00	G	1,120.00
LABOUR.	PROGRAMMING CLUTCH AND TRANSMISSION	4	80.00	G	320.00
LABOUR.	REPLACE RIGHT SIDE HEADLIGHT	1	80.00	G	80.00

LABOUR.	REPLACE TRANSMISSION OIL	2	80.00	G	160.00
LABOUR.	CHANGE BOTH DIFF OIL	2	80.00	G	160.00
FULL SERVICE	FULL SERVICE WITH GREASE JOB	1	90.00	G	90.00
LABOUR.	REPLACE MIDDLE RIGHT AXLE WHEEL SEAL AND GASKET	2.50	80.00	G	200.00
LABOUR.	REPLACE ENGINE AIR FILTER	0.25	80.00	G	20.00
LABOUR.	REPLACE FRONT LEFT HOOD MIRROR COVER	0.50	80.00	G	40.00
LABOUR.	REPLACE WASHER FLUID RESERVOIR TANK	1	80.00	G	80.00
					Subtotal: 3,270.00
SHOP SUPPLY5%	SHOP SUPPLY	3,270	0.05	G	163.50

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ɔe re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	12,978.29
G	618.03
BALANCE DUE	$12,978.29

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
26/08/2025	25709

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 285 / PB12245 / N780130 UNIT 285 / PB12245 / N780130 2792 SLOUGH ST. MISSISSAUGA CANADA ON L4T 1G3

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR2RN780130	2142940 JULY 31,2026	PB12245	742724 K.M	INTERNATIONAL 2024	285

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	33	15.95	G	526.35
USED	USED PARTS FOR GEAR	1	2,000.00	G	2,000.00
R D/BW NT3030ELSWC L	SPRING BRAKE POD	1	149.00	G	149.00
564.55222 E L	LH COMBINATION LIGHT	1	52.38	G	52.38
R D/BW 800333 L	QUICK RELEASE VALVE	1	45.28	G	45.28
571.PT126 L	5 WIRE PIGTAIL	1	14.68	G	14.68
FLTSA55056	SHOCK	2	73.41	G	146.82
A85994	SHOCK ABSORBER	1	96.22	G	96.22
FLTA1R12432 M	AIR BAG REAR	1	149.73	G	149.73
3786399C1	FAN BELT	1	52.84	G	52.84
14-256 W	GOLD TOP KIT (FAN HUB KIT)	1	719.50	G	719.50
S-17243 / P614221 L	CABIN AIR FILTER	1	19.36	G	19.36
INT-AF-1 L	ENGINE AIR FILTER	1	102.00	G	102.00
CY08221P L	FILTER CABIN AIR LT SERIES	1	7.22	G	7.22
FS-R801073	SLACK ADJUSTER / MERITOR STYLE	4	77.22	G	308.88
R TDA R955604 L (309-012)	ABS SENSOR KIT (441-030-9012)	1	56.89	G	56.89
CONV R D/ABP N82 CB22 L	WIPER BLADE 22"	2	6.50	G	13.00
BZ101-5 L	UTILITY LIGHT ROUND LED WORK LAMP	1	45.21	G	45.21
R D/PHM-15-042 L	STOW A-WAY BRACKET (GLANDHAND HOLDER)	1	40.87	G	40.87
GLANDHAND PHI12-012-100 L	GLANDHAND RUBBER	2	1.75	G	3.50
20395030 L	QUICK RELEASE VALVE FITTING *	1	20.38	G	20.38
16-724W L	SOCKET 7 PIN	1	23.60	G	23.60
CAGING BOLT RT1 L	STUD BRAKE RELEASE	1	8.50	G	8.50
FLTXC500GZI L	5" ZINC CLAMP	1	10.21	G	10.21
CI/U500F1 L	U- CLAMP EXHAUST 5"	1	11.50	G	11.50
R D/FON-KITRPR6000L (LL)	5TH WHEEL KIT	1	421.65	G	421.65
101B/ ABP MK4720Q 23	REMAN SHOE KIT	1	85.84	G	85.84

VAL TL					
47691XT-C24 W L	SCOOTSEAL X-TREME	4	56.49	G	225.96
330-3107 L	AXLE GASKET 3/4 HOLE	4	4.25	G	17.00
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	3	4.86	G	14.58
					Subtotal: 5,388.95
LABOUR.	WELD AND REPLACE MIDDLE AXLE RIGHT ABS SENSOR	1	80.00	G	80.00
LABOUR.	REPLACE BOTH WIPER BLADE 22"	0.25	80.00	G	20.00
LABOUR.	REPLACE RIGHT FOG LIGHT AND REPAIR WIRING	0.50	80.00	G	40.00
LABOUR.	REPAIR MOUNT, FIXED MOOSE BUMPER , FIX AND TIGHT MAIN MOUNT	2.50	80.00	G	200.00
LABOUR.	FIX BOTH DIESEL TANK FAIRING	1	80.00	G	80.00
LABOUR.	SECURE AND ADJUST AIR LINES	0	80.00	G	0.00
LABOUR.	FIX REAR LEFT MARKER LIGHT AND REPAIR SIGNAL WIRE	0.50	80.00	G	40.00
LABOUR.	REPLACE AIR LINE STOW A-WAY BRACKET (GLANDHAND HOLDER)	0.25	80.00	G	20.00
LABOUR.	REPLACE BOTH GLANDHAND RUBBER AND SECURE BLUE AIR LINE	0	80.00	G	0.00
LABOUR.	REPLACE 7 WIRE FEMALE PLUG	0.50	80.00	G	40.00
LABOUR.	REPLACE REAR AXLE BOTH SHOCK	1	80.00	G	80.00
LABOUR.	REPLACE GOLD TOP KIT (FAN HUB KIT), REBULID FAN HUB	4	80.00	G	320.00
LABOUR.	REPLACE ENGINE AND CAB AIR FILTER AND BUNK FILTER	0.50	80.00	G	40.00
LABOUR.	REPLACE A/C CONDENSOR BELT	1	80.00	G	80.00
LABOUR.	REPLACE MIDDLE RIGHT CAGING BOLT	0	80.00	G	0.00
LABOUR.	TIGHTEN MIDDLE DIFFERENTIAL INPUT JOKE SCREW	1	80.00	G	80.00
LABOUR.	REPLACE 5" T ZINC CLAMP AND U- CLAMP EXHAUST 5"	0.50	80.00	G	40.00
LABOUR.	CHECK AIR LEAKAGE	0	80.00	G	0.00
LABOUR.	SECURE MIDDLE RIGHT BRAKE POD LINES AND ONE LINE RUBBED AND ABS WIRE	0.25	80.00	G	20.00
LABOUR.	PLAY 5TH WHEEL, REBUILD FIFTH WHEEL	2	80.00	G	160.00
LABOUR.	REPLACE DRIVE ALL SLACK ADJUSTER, SIZED	3	80.00	G	240.00
LABOUR.	REPLACE MIDDLE LEFT AIR BAG	1	80.00	G	80.00
LABOUR.	CHECK AIR IN ALL TIRES AND CHECK ALL OIL LEVEL	0	80.00	G	0.00
LABOUR.	REPLACE REAR AXLE BOTH BRAKES AND BOTH REGULER DRUM (SELF PROVIDED), REPLACE MIDDLE AXLE BOTH BRAKES AND BOTH REGULER DRUM (SELF PROVIDED)	3	80.00	G	240.00
LABOUR.	REPLACE STEER RIGHT BRAKE	1	80.00	G	80.00
LABOUR / SAFETY	SAFETY INSPECTION CHARGES	1	250.00	G	250.00
LABOUR.	REMOVE WHEELS TO TAKE MEASUREMENTS	2	80.00	G	160.00
LABOUR.	CHANGE BOTH DIFF OIL	4	80.00	G	320.00
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE	2	80.00	G	160.00

LABOUR.	CHECK TRANSMISSION PROBLEM DIAGNOSE	2	80.00	G	160.00
LABOUR.	REPAIR HARNESS ECM TO INJECTOR	10	80.00	G	800.00
LABOUR.	REPLACE ALL DRIVE WHEEL SEAL	10	80.00	G	800.00
LABOUR.	REBUILD POWER DIVIDER	8	80.00	G	640.00
					Subtotal: 5,270.00
SHOP SUPPLY5%	SHOP SUPPLY	5,270	0.05	G	263.50

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ›e re-torque after 150km.
›AYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	11,468.58
G	546.13
BALANCE DUE	$11,468.58

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
18/09/2025	25860

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 286 / PB22512 / VIN 780138 UNIT 286 / PB22512 / VIN 780138 51 WORCESTER RD. ETOBICOKE ON M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR7RN780138	2142945 JULY 31 2026	PB22512	699900 KM	INTERNATIONAL 2024	286

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
3599598C1	CORE ASM HEATER REAR AUX UNI	1	499.18	G	499.18
5679700CUM	NITROGEN EXIDE SENSOR	1	1,333.23	G	1,333.23
USED	BOTH AXLE SHAFT	1	1,500.00	G	1,500.00
USED	REAR DIFF	1	3,000.00	G	3,000.00
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	30	15.95	G	478.50
47691XT-C24 W L	SCOOTSEAL X-TREME	2	56.49	G	112.98
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	12	4.86	G	58.32
RD/STM 330-3111 L	DRIVE AXLE GASKET	2	4.50	G	9.00
					Subtotal: 6,991.21
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE, CHECK HARNESS	3	80.00	G	240.00
LABOUR.	REPLACE INLET NOX SENSOR SIZED	3	80.00	G	240.00
LABOUR.	REPLACE BUNK HEATER CORE	3	80.00	G	240.00
LABOUR.	REPLACE DIFF AND REPLACE AXLE 3 BOTH SIDE WHEEL SEAL	13	80.00	G	1,040.00
LABOUR.	CHANGE REAR BOTH DIFF OIL	2	80.00	G	160.00
					Subtotal: 1,920.00
SHOP SUPPLY5%	SHOP SUPPLY	1,920	0.05	G	96.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	9,457.58
G	450.37
BALANCE DUE	$9,457.58

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
24/08/2025	25694

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 290 / PA83455 / 780126 UNIT 290 / PA83455 / 780126 51 WORCESTER RD. ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR0RN780126	2068169 31 JULY 2025	PA83455	600149 KM	INTERNATIONAL 2024	290

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
FON/KITRX67NTL	MAJOR REBUILD KIT	1	651.68	G	651.68
USED	FRONT DIFF	1	4,000.00	G	4,000.00
47691XT-C24 W L	SCOOTSEAL X-TREME	2	56.49	G	112.98
RD/STM 330-3111 L	DRIVE AXLE GASKET	2	4.50	G	9.00
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	18	15.95	G	287.10
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	10	4.86	G	48.60
CK4488CL	ENDURANT DIAPHRAGM SPRING HD C	1	2,698.41	G	2,698.41
6306-2RS2	BALL BEARING CLUTCH	1	43.83	G	43.83
6609787	REAR MAIN SEAL KIT	1	119.53	G	119.53
ECK4357R	LINEAR CLUTCH ACTUATOR REMAN	1	678.40	G	678.40
					Subtotal: 8,649.53
LABOUR.	REBUILD 5TH WHEEL	2	80.00	G	160.00
LABOUR.	REPLACE FRONT DIFF AND CLEAN	10	80.00	G	800.00
LABOUR.	REPLACE FRONT DRIVE AXLE BOTH WHEEL SEAL	5	80.00	G	400.00
LABOUR.	REPLACE CLUTCH	12	80.00	G	960.00
LABOUR.	REPROGRAMMING	3	80.00	G	240.00
					Subtotal: 2,560.00
SHOP SUPPLY5%	SHOP SUPPLY	2,560	0.05	G	128.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	11,904.41
G	566.88
BALANCE DUE	$11,904.41

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
22/08/2025	25667

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 291 / PA83456 / VIN 780125 UNIT 291 / PA83456 / VIN 780125 51 WORCESTER RD. ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR9RN780125	2068173 JULY 31 2025	PA83456	636167 KM	INTERNATIONAL 2024	291

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	32	15.95	G	510.40
USED	USED RIM	2	250.00	G	500.00
R D/TDA CP25RPLS1	U-JOINT KIT	1	250.00	G	250.00
35058XT-C50 L	SCOTSEAL- XT	2	46.00	G	92.00
R D/STM 330-3024 L	HUB CAP GASKET	2	3.99	G	7.98
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	6	4.86	G	29.16
USED	CLUTCH ACTUATOR AND TCM	1	3,000.00	G	3,000.00
					Subtotal: 4,389.54
LABOUR.	CHANGE BOTH DIFF OIL	2	80.00	G	160.00
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE	2	80.00	G	160.00
LABOUR.	REPAIR HARNESS ECM TO INJECTOR	8	80.00	G	640.00
LABOUR.	REPAIR MARKER LIGHT, REPAIR WIRING	2	80.00	G	160.00
LABOUR.	REPLACE R.F.D BOTH RIM	1	80.00	G	80.00
LABOUR.	REPLACE NO 1 U-JOINT	2	80.00	G	160.00
LABOUR.	REPLACE BOTH STEER AXLE WHEEL SEAL	5	80.00	G	400.00
LABOUR.	REPLACE CLUTCH ACTUATOR	12	80.00	G	960.00
LABOUR.	PROGRAMMING	2	80.00	G	160.00
					Subtotal: 2,880.00
SHOP SUPPLY5%	SHOP SUPPLY	2,880	0.05	G	144.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ›e re-torque after 150km.
›AYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	7,784.22
G	370.68
BALANCE DUE	$7,784.22

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
07/10/2025	25964

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 291 / PA83456 / VIN 780125 UNIT 291 / PA83456 / VIN 780125 51 WORCESTER RD. ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR9RN780125	2068173 JULY 31 2025	PA83456	682823 KM	INTERNATIONAL 2024	291

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
DPF CHARGES	CLEAN DPF FILTERS	1	2,000.00	G	2,000.00
CLEANING	DOC CLEAN	1	500.00	G	500.00
4326874RXCUM	OUTLET NOX SENSOR	1	962.81	G	962.81
					Subtotal: 3,462.81
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE	3	80.00	G	240.00
LABOUR.	REMOVE DPF AND DOC FILTER, RESET AFTER TREATMENT SYSTEM	9	80.00	G	720.00
LABOUR.	REPLACE OUTLET NOX SENSOR, MAKE THREAD	2	80.00	G	160.00
					Subtotal: 1,120.00
SHOP SUPPLY5%	SHOP SUPPLY	1,120	0.05	G	56.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	4,870.75
G	231.94
BALANCE DUE	$4,870.75

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
07/09/2025	25798

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 312 / PA90561 / 637946 UNIT 312 / PA90561 / 637946 51 WORCESTER RD. ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR3RN637946	2142960 31 JULY 2026	PA90561	372010 KM	INTERNATIONAL 2024	312

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
564.55235DCY	HEAD LIGHT LED	1	800.00	G	800.00
10W30 OIL T4 L	ROTELLA 10W30 ENGINE OIL (SEMI-SYNTHETIC)	44	5.95	G	261.80
LF14000NN L	OIL FILTER	1	61.07	G	61.07
FG FF5825NN L	FUEL FILTER	1	78.96	G	78.96
FF5369W L	FUEL WATER SEPARATOR FILTER	1	16.75	G	16.75
47691XT-C24 W L	SCOOTSEAL X-TREME	2	56.49	G	112.98
35058XT-C50 L	SCOTSEAL- XT	1	46.00	G	46.00
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	3	15.95	G	47.85
R D/STM 330-3024 L	HUB CAP GASKET	1	3.99	G	3.99
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	1	4.86	G	4.86
USED TIRE	TIRE 295/75/22.5	8	375.00	G	3,000.00
					Subtotal: 4,434.26
LABOUR.	REPLACE RIGHT SIDE HEADLIGHT AND REPAIR LIGHT MOUNT	3	80.00	G	240.00
FULL SERVICE	FULL SERVICE WITH GREASE JOB	1	90.00	G	90.00
LABOUR.	REPLACE R.F.D AND R.A.D WHEEL SEAL	5	80.00	G	400.00
LABOUR.	REPLACE RIGHT STEER WHEEL SEAL	2.50	80.00	G	200.00
TCO	TIRE CHANGEOVER	8	40.00	G	320.00
LABOUR.	INSTALL BUNK HEATER WITH LABOUR	1	1,500.00	G	1,500.00
					Subtotal: 2,750.00
SHOP SUPPLY5%	SHOP SUPPLY	2,750	0.05	G	137.50

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ɔe re-torque after 150km.

?AYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.

NO WARRANTY ON LABOUR

TOTAL	7,687.85
G	366.09
BALANCE DUE	$7,687.85

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
12/09/2025	25819

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 313 / PA90562 / VIN 637972 UNIT 313 / PA90562 / VIN 637972 51 WORCESTER RD. CANADA ETOBICOKE M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
3HSDZAPR4RN637972	2068248 JULY 31 2025	PA90562	500361 KM	INTERNATIONAL 2024	313

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
USED TIRE	TIRE 275/80/R22.5	4	500.00	G	2,000.00
WINDSHIELD L	NEW WINDSHIELD	1	600.00	G	600.00
USED	USED HEADLIGHT	2	500.00	G	1,000.00
USED	REBUILD FRONT DIFF	1	3,000.00	G	3,000.00
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	18	15.95	G	287.10
SILICONE 59913 L	ULTRA GREY GASKET MAKER	1	31.13	G	31.13
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	10	4.86	G	48.60
					Subtotal: 6,966.83
LABOUR.	CLEAN BATTERY CABLE AND LOAD TEST	2	80.00	G	160.00
TCO	TIRE CHANGEOVER AXLE 3	4	40.00	G	160.00
LABOUR.	REPLACE BOTH HEADLIGHT	2	80.00	G	160.00
LABOUR.	REPLACE FRONT DIFF AND CLEAN BOTH WHEEL SEAL	13	80.00	G	1,040.00
					Subtotal: 1,520.00
SHOP SUPPLY5%	SHOP SUPPLY	1,520	0.05	G	76.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ɔe re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	8,990.98
G	428.15
BALANCE DUE	$8,990.98

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
16/09/2025	25855

INVOICE TO
I-WAY TRANSPORT INC.:UNIT 273 / PA77684 / VIN 639378 UNIT 273 / PA77684 / VIN 639378 51 WORCESTER RD. ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X8RD639378	2068346 JULY 31,2025	PA77684	893232 KM	PETERBILT 2024	273

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
E74-1021	CLUTCH KIT	1	2,700.00	G	2,700.00
CLEANING	DPF FILTER CLEANING	1	2,000.00	G	2,000.00
SB3030PKC L	SHORT STROKE BRAKE POT	3	66.92	G	200.76
USED	FRONT BUMPER	1	2,500.00	G	2,500.00
RK-351-A-L (L)	5TH WHEEL REBUILD KIT	1	798.90	G	798.90
2050811PRX	DEF PUMP MODULE	1	1,311.56	G	1,311.56
3297D1616	INPUT SHAFT	1	600.00	G	600.00
R D/DDE EA0001407439 L	METER UNIT KIT (DOSER VALVE)	1	783.41	G	783.41
4326874RXCUM	OUTLET NOX SENSOR	1	962.81	G	962.81
4326870RXCUM	INLET NOX SENSOR	1	850.64	G	850.64
10W30 OIL T4 L	ROTELLA 10W30 ENGINE OIL (SEMI-SYNTHETIC)	44	5.95	G	261.80
LF14000NN L	OIL FILTER	1	61.07	G	61.07
FG/FF5776 L	FUEL FILTER	1	72.10	G	72.10
K37-1021 L	FUEL FILTER	1	78.36	G	78.36
WELD	WELDING STUFF	1	100.00	G	100.00
BZ101-5 L	UTILITY LIGHT ROUND LED WORK LAMP	2	45.21	G	90.42
KEN-AF-3(D37-1061) (T680)L	ENGINE AIR FILTER T680	1	170.00	G	170.00
					Subtotal: 13,541.83
LABOUR.	REPLACE ENGINE AIR FILTER AND CLEANING HOSING	0.50	80.00	G	40.00
LABOUR.	REPAIR BUMPER, REPAIR DEAR BUMPER, WELDING AND REPAIR MOUNT BOTH SIDE, WELDING SIDE PLATE	6	80.00	G	480.00
LABOUR.	REPLACE FRONT BUMPER AND WELDING MOUNT	3	80.00	G	240.00
LABOUR.	REPLACE 2 UTILITY LIGHTS	0.50	80.00	G	40.00
LABOUR.	REPLACE BRAKE POT R.R.D , L.R.D AND L.F.D	5	80.00	G	400.00
LABOUR.	REBUILD 5TH WHEEL	3	80.00	G	240.00
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE	3	80.00	G	240.00

LABOUR.	REPLACE DPF PUMP AND METERING UNIT	7	80.00	G	560.00
LABOUR.	REPLACE INLET AND OUTLET NOX SENSOR	6	80.00	G	480.00
FULL SERVICE	FULL SERVICE WITH GREASE JOB	1	90.00	G	90.00
LABOUR.	REMOVE AND INSTALL DPF FILTER	10	80.00	G	800.00
LABOUR.	REPLACE CLUTCH AND PROGRAMMING CLUTCH SYSTEM AND TRANSMISSION	16	80.00	G	1,280.00
LABOUR.	REPLACE TRANSMISSION INPUT SHAFT	2	80.00	G	160.00
					Subtotal: 5,050.00
SHOP SUPPLY5%	SHOP SUPPLY	5,050	0.05	G	252.50

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should ɔe re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	19,786.56
G	942.23
BALANCE DUE	$19,786.56

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
09/10/2025	25969

INVOICE TO
WINGS FREIGHTWAY INC.:UNIT 463 / CPG 209 / 873497 UNIT 463 / CPG 209 / 873497 70 NICOLAS AVE WINNIPEG MB R2J 0T5

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X2RD873497	MB11572 FEB 28,2026	CPG 209	586744 KM	PETERBILT 2024	463

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
WINDSHIELD	NEW WINDSHIELD	1	800.00	G	800.00
RK-351-A-L (L)	5TH WHEEL REBUILD KIT	1	798.90	G	798.90
USED	HEADLIGHT	1	1,000.00	G	1,000.00
2050811PRX	DEF PUMP	1	1,311.56	G	1,311.56
R D/DDE EA0001407439 L	METER UNIT KIT (DOSER VALVE)	1	783.41	G	783.41
15 FT PHM/42FL40-180 L	GREEN TRAILER CABLE 15FT (SINGLE)	1	102.44	G	102.44
3947647 L	SLACK ADJUSTER	4	132.13	G	528.52
35058XT-C50 L	SCOTSEAL- XT	2	46.00	G	92.00
R D/MBA 6073300019K L	LH KING PIN KIT	1	785.00	G	785.00
R D/STM 330-3024 L	HUB CAP GASKET	2	3.99	G	7.98
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	2	15.95	G	31.90
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	8	4.86	G	38.88
4326874RXCUM	OUTLET NOX SENSOR	1	962.81	G	962.81
					Subtotal: 7,243.40
LABOUR.	REBUILD 5TH WHEEL	3	80.00	G	240.00
LABOUR.	CHECK ENGINE LIGHT DIAGNSOE	3	80.00	G	240.00
LABOUR.	REPLACE PASSENGER SIDE HEADLIGHT	1	80.00	G	80.00
LABOUR.	REPLACE DPF PUMP	3	80.00	G	240.00
LABOUR.	REPLACE METERING UNIT	3	80.00	G	240.00
LABOUR.	REPLACE TRAILER AIRLINE	1	80.00	G	80.00
LABOUR.	REPLACE ALL DRIVE SLACK ADJUSTER	4	80.00	G	320.00
LABOUR.	REPAIR HARNESS FOR ENGINE ECM TO INJECTOR	8	80.00	G	640.00
VALVE SETTING	VALVE SETTING	1	500.00	G	500.00
LABOUR.	REPLACE BOTH SIDE KING PIN	10	80.00	G	800.00
LABOUR.	REPLACE OUTLET NOX SENSOR	3	80.00	G	240.00
					Subtotal: 3,620.00

SHOP SUPPLY5%	SHOP SUPPLY	3,620	0.05	G	181.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	11,596.63
G	552.23
BALANCE DUE	$11,596.63

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
07/10/2025	25968

INVOICE TO
WINGS FREIGHTWAY INC.:UNIT 464 / CPG 210 / 873505 UNIT 464 / CPG 210 / 873505 70 NICOLAS AVE WINNIPEG MB R2J 0T5

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X8RD873505	MB11572 28 FEB 2026	CPG 210	935252 K.M	2024 PETERBILT	464

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
2050811PRX	DEF PUMP MODULE	1	1,311.56	G	1,311.56
4326874RXCUM	OUTLET NOX SENSOR	1	962.81	G	962.81
R D/DDE EA0001407439 L	METER UNIT KIT (DOSER VALVE)	1	783.41	G	783.41
R D/MBA 6073300019K L	LH KING PIN KIT	1	785.00	G	785.00
35058XT-C50 L	SCOTSEAL- XT	2	46.00	G	92.00
R D/STM 330-3024 L	HUB CAP GASKET	2	3.99	G	7.98
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	4	15.95	G	63.80
CLEANING	FILTER CLEANING CHARGES	1	2,000.00	G	2,000.00
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	6	4.86	G	29.16
E74-1021	CLUTCH KIT	1	2,700.00	G	2,700.00
					Subtotal: 8,735.72
LABOUR.	CHECK ENGINE LIGHT DIAGNOSE	3	80.00	G	240.00
LABOUR.	REPLACE DPF PUMP	3	80.00	G	240.00
LABOUR.	REPLACE OUTLET NOX SENSOR	3	80.00	G	240.00
LABOUR.	REPLACE METERING UNIT	2	80.00	G	160.00
LABOUR.	REMOVE AND INSTALL DPF FILTER AND RESET AFTER TREATMENT SYSTEM	10	80.00	G	800.00
LABOUR.	REPLACE KING PIN BOTH SIDE	10	80.00	G	800.00
LABOUR.	REPLACE CLUTCH ACTUATOR	14	80.00	G	1,120.00
					Subtotal: 3,600.00
SHOP SUPPLY5%	SHOP SUPPLY	3,600	0.05	G	180.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	13,141.51
G	625.79
BALANCE DUE	$13,141.51

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
02/10/2025	25936

INVOICE TO
WINGS FREIGHTWAY INC.:UNIT 464 / CPG 210 / 873505 UNIT 464 / CPG 210 / 873505 70 NICOLAS AVE WINNIPEG MB R2J 0T5

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBD49X8RD873505	MB11572 28 FEB 2026	CPG 210	890532 KM	2024 PETERBILT	464

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
WINDSHIELD	NEW WINDSHIELD	1	800.00	G	800.00
USED	BOTH DIFF REAR AND FRONT	1	6,000.00	G	6,000.00
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	32	15.95	G	510.40
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	24	4.86	G	116.64
SILICONE 59913 L	ULTRA GREY GASKET MAKER	2	31.13	G	62.26
					Subtotal: 7,489.30
LABOUR.	REPLACE BOTH DIFF REAR AND FRONT	16	80.00	G	1,280.00
					Subtotal: 1,280.00
SHOP SUPPLY5%	SHOP SUPPLY	1,280	0.05	G	64.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	9,274.96
G	441.66
BALANCE DUE	$9,274.96

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
27/09/2025	25914

INVOICE TO
WINGS FREIGHTWAY INC.:UNIT 465 / CPG 218 / 854340 UNIT 465 / CPG 218 / 854340 70 NICOLAS AVE WINNIPEG MB R2J 0T5

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBDP9X8PD854340	MB11572 FEB 28, 2026	CPG 218	786398 KM	2023 PETERBILT	465

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
RK-351-A-L (L)	5TH WHEEL REBUILD KIT	1	798.90	G	798.90
AXLE SHAFT USED	AXLE SHAFT FRONT DIFF BOTH SIDE	2	750.00	G	1,500.00
EGR CLEANING CHARGES	CLEANING CHARGES DPF FILTER	1	2,000.00	G	2,000.00
4326874RXCUM	OUTLET NOX SENSOR	1	962.81	G	962.81
2050811PRX	DEF PUMP MODULE 12V	1	1,311.56	G	1,311.56
R D/DDE EA0001407439 L	METER UNIT KIT (DOSER VALVE)	1	783.41	G	783.41
10W30 OIL T4 L	ROTELLA 10W30 ENGINE OIL (SEMI-SYNTHETIC)	44	5.95	G	261.80
2277129PE L	FUEL FILTER	1	107.04	G	107.04
K37-1022 P L	WATER SEPERATOR FILTER	1	80.92	G	80.92
2234788PE L	OIL FILTER	1	68.44	G	68.44
1922496PE OIL L	ELEMENT-OIL	1	88.21	G	88.21
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	4	4.86	G	19.44
					Subtotal: 7,982.53
LABOUR.	REBUILD FIFTH WHEEL	3	80.00	G	240.00
LABOUR.	REPLACE BOTH AXLE SHAFT FRONT DRIVE	2	80.00	G	160.00
LABOUR.	CLEAN DPF FILTER	9	80.00	G	720.00
LABOUR.	REPLACE DPF PUMP	3	80.00	G	240.00
LABOUR.	REPLACE METERING UNIT	2	80.00	G	160.00
LABOUR.	REPLACE OUTLET NOX SENSOR	3	80.00	G	240.00
FULL SERVICE	FULL SERVICE WITH GREASE JOB	1	90.00	G	90.00
					Subtotal: 1,850.00
SHOP SUPPLY5%	SHOP SUPPLY	1,850	0.05	G	92.50

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	10,421.29
G	496.26
BALANCE DUE	$10,421.29

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
10/10/2025	25975

INVOICE TO
WINGS FREIGHTWAY INC.:UNIT 465 / CPG 218 / 854340 UNIT 465 / CPG 218 / 854340 70 NICOLAS AVE WINNIPEG MB R2J 0T5

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT
1XPBDP9X8PD854340	MB11572 FEB 28, 2026	CPG 218	801398 KM	2023 PETERBILT	465

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
35058XT-C50 L	SCOTSEAL- XT	2	46.00	G	92.00
R D/STM 330-3024 L	HUB CAP GASKET	2	3.99	G	7.98
(RID7590-55) 75W-90 L	GEAR/DIFF OIL	2	15.95	G	31.90
R D/MBA 6073300019K L	LH KING PIN KIT	1	785.00	G	785.00
BRAKE CLEANER KFT/313 L	BRAKE CLEANER	10	4.86	G	48.60
USED	USED DRIVE SHAFT	1	1,000.00	G	1,000.00
USED	USED FUEL TANK	1	1,000.00	G	1,000.00
					Subtotal: 2,965.48
LABOUR.	REPLACE BOTH KING PIN	10	80.00	G	800.00
LABOUR.	CLEAN BATTERY CABLE	1	80.00	G	80.00
LABOUR.	REPLACE HULL DRIVE SHAFT	4	80.00	G	320.00
LABOUR.	REPLACE RIGHT SIDE FUEL TANK	5	80.00	G	400.00
					Subtotal: 1,600.00
SHOP SUPPLY5%	SHOP SUPPLY	1,600	0.05	G	80.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	4,877.76
G	232.28
BALANCE DUE	$4,877.76

REESET
TRUCK & TRAILER Ltd.

1787, HEKLA AVENUE87
WINNIPEG, MB R2R 0KR
PHONE: 204-952-4696, 416-576-1231, 204-800-1108
EMAIL: REESETTRUCK@GMAIL.COM

DATE	INVOICE
01/11/2025	26074

INVOICE TO
I-WAY TRANSPORT INC.
I-WAY TRANSPORT INC.
51 WORCESTER RD.
ETOBICOKE ONTARIO M9W 4K2

VIN	CAB CARD/EXP	LIC PLATE	ODOMETER	MAKE/YEAR	UNIT

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
PARKING	STORAGE CHARGES UNIT 268	30	30.00	G	900.00
PARKING	STORAGE CHARGESUNIT 275	56	30.00	G	1,680.00
PARKING	STORAGE CHARGES UNIT 285	68	30.00	G	2,040.00
PARKING	STORAGE CHARGES UNIT 286	45	30.00	G	1,350.00
PARKING	STORAGE CHARGES UNIT 290	70	30.00	G	2,100.00
PARKING	STORAGE CHARGES UNIT 291	72	30.00	G	2,160.00
PARKING	STORAGE CHARGES UNIT 312	56	30.00	G	1,680.00
PARKING	STORAGE CHARGES UNIT 313	52	30.00	G	1,560.00
PARKING	STORAGE CHARGES UNIT 240	20	30.00	G	600.00
PARKING	STORAGE CHARGES UNIT 273	47	30.00	G	1,410.00
PARKING	STORAGE CHARGES UNIT 463	24	30.00	G	720.00
PARKING	STORAGE CHARGES UNIT 464	31	30.00	G	930.00
PARKING	STORAGE CHARGES UNIT 465	35	30.00	G	1,050.00
CHARGES	MACHINE CHARGES	1	3,880.00	G	3,880.00

No Warranty on Labour

NOTE: Not responsible for broken nuts, bolts, and loose wheels and No refunds will give, if any. Wheels should
be re-torque after 150km.
PAYMENT TERMS: Due on receipt of Invoice, 2% per week interest will be charged on overdue accounts.
NO WARRANTY ON LABOUR

TOTAL	23,163.00
G	1,103.00
BALANCE DUE	$23,163.00

Invoice

From:
7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:
I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details
Invoice #: 7604
Invoice Date: 2025-09-04
Due Date: 2025-09-04
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-7758
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
318	PA90901	3HSDZAPR1RN637962	501426

Fault - ABS LIGHT ON

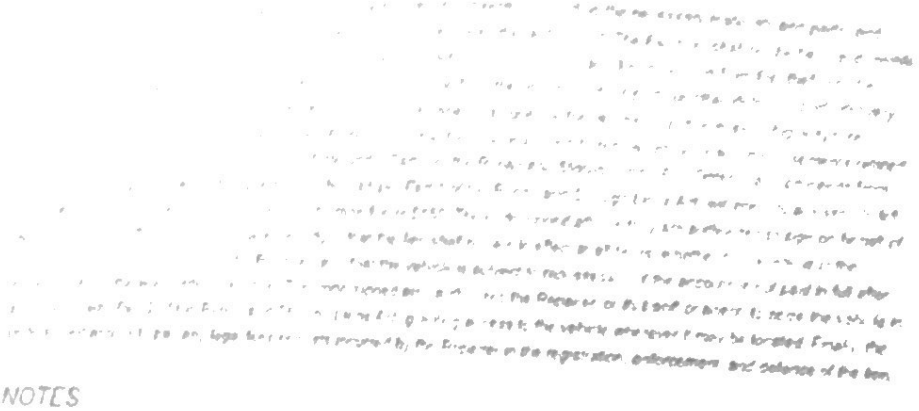
Technician Remarks - The unit came in for the ABS light on. We hooked up the computer and checked for the codes. There were active mechanical codes for the ABS. I checked the whole wiring, all the sensors were inspected but no issues were detected. Further, I checked all the tone rings by taking off the tires and cleaned the surfaces thoroughly to ensure no air gap between the sensor and the tone ring. But the problem was still active. Further, I took off the ABS module from another truck and hooked with this truck. The codes disappeared. It was identified that the issue was with the ABS module. Hence, a new ABS module was installed and programmed accordingly to meet the specifications of the truck.

Description	Qty	Rate	Amount
Part - 4288638C1 [4288638C1] ABS MODULE	1	$5029.56	$5029.56
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	3	$3.25	$9.75
Part - REPROGRAMMING/WIRING [REPROGRAMMING/WIRING] REPROGRAMMING/WIRING	1	$700.00	$700.00
Labour Charges	7	$95.00	$665.00

Fault Subtotal $6404.31 **Fault Taxes** $832.56 **Fault Total** $7236.87

THE UNDERISGNED HEREBY ACKNOWLEDGES:
That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work

Subtotal: $6404.31



Discount: -$0.00

HST (13.000%): $832.5603

Total Amount: $7236.87

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $7236.87

NOTES

If you have any questions about this invoice, please contact us at accounts@tlcrepair.com

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 2571
Invoice Date: 2025-02-05
Due Date: 2025-02-05
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-1849
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
318	PA90901	3HSDZAPR1RN637962	354044

Fault - HEATER INSTALL

Technician Remarks - Truck need to install coolant heater so I installed new heater so i need to put new coolant lines also i hole into chasis then i run wires then i install coolant heater and secure all lines and wires

Description	Qty	Rate	Amount
Part - 5013920A20.2827.21.0201.08 [1007] Bunk Heater	1	$1550.00	$1550.00
Part - 129-10 [2872] Fitting 129-10	1	$4.73	$4.73
Part - Plastic ties [2724] Plastic ties	20	$0.50	$10.00
Part - silicon hose 2 1/4" [silicon hose 2 1/4"] silicon hose 2 1/4	2	$4.95	$9.90
Part - BUTT CONN [BUTT CONN] Butt Connector	15	$1.00	$15.00
Part - 1/8" SHRINK TUBE [1/8" SHRINK TUBE] 1/8	15	$1.25	$18.75
Part - 18ga wire [18ga wire] 18ga wire	15	$1.25	$18.75
Part - 121-B [2855] Fitting 121-B	1	$16.95	$16.95
Part - Loom 1" [Loom 1"] Loom 1	10	$1.25	$12.50
Part - Silicon Hose 5/8" [1794] Silicon Hose 5/8	10	$4.26	$42.60

Part - Plastic ties [2724] Plastic ties	15	$0.50	$7.50
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	6	$3.25	$19.50
Labour Charges	4	$95.00	$380.00

Fault Subtotal $2106.18 **Fault Taxes** $273.80 **Fault Total** $2379.98

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

NOTES:

Subtotal: $2106.18

Discount: -$0.00

HST (13.000%): $273.80

Total Amount: $2379.98

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $2379.98

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com



TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc.
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone: 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 5881
Invoice Date: 2025-07-12
Due Date: 2025-07-12
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-5442
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
317	PA90563	3HSDZAPRXRN570844	525051

Fault - CHECK ENGINE LIGHT ON

Technician Remarks - unit had code for dpf filter missing found tubes for dpf differential pressure sensor were switched installed tubes correctly performed parked regen found dpf differntial pressure reading in negative replaced senor with new one performed regen again issue was still same code was cleared but will come back after some driving no further repair done acc to cus unit is on warranty and will go to dealership

Description	Qty	Rate	Amount
Labour Charges	4	$95.00	$380.00

Fault Subtotal	$380.00	Fault Taxes	$49.40	Fault Total	$429.40

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A storer's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

NOTES: JEEVANJOT Jeevanjot

Subtotal: $380.00
Discount: -$0.00
HST (13.000%): $49.40
Total Amount: $429.40
Applied Credit: $0.00
Amount Paid: $0.00
Due Amount: $429.40

TRUCK TRAILER COACH REPAIR

Invoice

From:

7150440 Canada Inc
O/A Truck Trailer Coach Repair
7 Selby Rd, Brampton
ON L6W 1K5
Phone 905-874-1112

To:

I-WAY TRANSPORT INC
51 Worcester rd Etobicoke
ON M9W 4K2
647-660-4929

Invoice Details

Invoice #: 7710
Invoice Date: 2025-09-13
Due Date: 2025-09-13
Terms: Due on Receipt
Purchase Order #:
Work Order #: TTC-1-7759
HST #: 812646222-RT0001

Unit #	License Plate	Vin Number	Odometer Reading
317	PA90563	3HSDZAPRXRN570844	538445.2

Fault - SOUND FROM FRONT AXLE

Technician Remarks - The unit was brought in due to an uneven sound coming from the front axle and the truck pulling toward the right side when the brakes were applied. Upon inspection, it was found that there was excessive play in the front kingpins. To address the issue, I removed the front wheels and discovered that the brakes and drums were worn out. The hubs were then removed, and the kingpins were taken out by heating them with a torch, which required considerable time due to seizure. The surface areas were cleaned thoroughly, and new kingpins were installed along with new wheel seals, brakes, and drums. After completing the installation, the operation was checked and found to be satisfactory.

Description	Qty	Rate	Amount
Part - Kingpin [2160] Kingpin	1	$748.55	$748.55
Part - 35058 [1924] Wheel Seal 35058	2	$125.00	$250.00
Part - 4720 BRAKE [4720 BRAKE] BRAKE PADS 4720	2	$136.55	$273.10
Part - gun3600ax [gun3600ax] brake drum	2	$389.44	$778.88
Part - BRAKE CLEANER [BRAKE CLEANER] BRAKE CLEANER	2	$6.95	$13.90
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	5	$3.25	$16.25
Labour Charges	14	$95.00	$1330.00

Fault Subtotal	$3410.68	**Fault Taxes**	$443.39	**Fault Total**	$3854.07

Fault - REAR AND MIDDLE PASSENGER SIDE WHEEL SEAL LEAK

Technician Remarks - The rear and passenger-side wheel seals were found to be leaking. Upon removal, the brakes and drums were found saturated with oil and worn out. To address the issue, both hubs were removed, and the old seals were taken out. The surfaces were then cleaned thoroughly, and new wheel seals were installed. To maintain vehicle stability and even braking performance, the brakes on the opposite side were also replaced along with the passenger-side brakes. All components were reinstalled and secured properly, and the repair was verified.

Description	Qty	Rate	Amount
Part - 47691 [1923] Wheel Seal 47691	2	$125.00	$250.00
Part - 4707 [1474] Brake Pad 4707	4	$124.55	$498.20
Part - Drum (3922) [2815] Drum (3922)	4	$345.55	$1382.20
Part - BRAKE CLEANER [BRAKE CLEANER] BRAKE CLEANER	6	$6.95	$41.70
Part - SHOP SUPPLIES [SHOP SUPPLIES] SHOP SUPPLIES	5	$3.25	$16.25
Labour Charges	9	$95.00	$855.00

Fault Subtotal	$3043.35	**Fault Taxes**	$395.64	**Fault Total**	$3438.99

THE UNDERISGNED HEREBY ACKNOWLEDGES:

That the undersigned is indebted to 7150440 CANADA INC. O/A TRUCK TRAILER COACH REPAIR (the "Repairer") for the amount specified on this work order, along with interest at the rate of 2.0% per month (24% per annum), calculated from the date of the work order. The undersigned authorizes the Repairer to perform the listed repairs, including the necessary materials and parts, and certifies that the work has been performed to their satisfaction and was duly authorized. The Repairer shall not be held responsible for any loss or damage to the vehicle or personal possessions left inside it, including any losses arising from fire, theft, or other causes beyond the Repairer's control, nor for any delays resulting from the unavailability of parts or other delays in parts delivery. The undersigned also grants permission for the Repairer, or its agents, to operate the vehicle on public streets, highways, or elsewhere for testing and inspection purposes. Furthermore, the Repairer is entitled to recover all costs and disbursements related to the preparation, sale, or retention of the vehicle under Part 3 of the Repair and Storage Liens Act (Ontario) and proceeds from any sale may be applied accordingly. A lienor's lien, as per Part 1 of the Repair and Storage Liens Act, will apply to any vehicle left in the Repairer's possession, accruing a daily storage fee of $150. The undersigned affirms they are authorized to sign on behalf of the vehicle owner. The undersigned acknowledges that the lien shall remain in effect at all times, whether the vehicle is in the possession of the undersigned or the Repairer, and that the vehicle is subject to repossession if the account is not paid in full after the due date on the work order or invoice. The undersigned also authorizes the Repairer, or its bailiff or agent, to seize the vehicle in accordance with Part 2 of the Repair and Storage Liens Act, granting access to the vehicle wherever it may be located. Finally, the undersigned agrees to pay any legal fees or costs incurred by the Repairer in the registration, enforcement, and defence of the lien.

Subtotal: $6454.03

Discount: -$0.00

HST (13.000%): $839.0239

Total Amount: $7293.05

Applied Credit: $0.00

Amount Paid: $0.00

Due Amount: $7293.05

NOTES:

JAGJOT SINGH

If you have any questions about this invoice, please contact us at accounts@ttcrepair.com

Court File No. CV-24-00717340-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. AND THOSE APPLICANTS LISTED ON SCHEDULE "A" HERETO (EACH, AN "APPLICANT", AND COLLECTIVELY, THE "APPLICANTS")

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

SECOND REPORT OF THE MANAGER
ALVAREZ & MARSAL CANADA INC.

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

R. Shayne Kukulowicz LSO #: 30729S
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Lawyers for the Manager