

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

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

B E T W E E N:

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

**MOTION RECORD
(RETURNABLE APRIL 15, 2024)**

April 9, 2024

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District of Ontario
Division No. 09 – Toronto
Court No. 31-3038619
Estate No. 31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C 1985, C.B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF BRR LOGISTICS LIMITED

SERVICE LIST
(As at April 9, 2024)

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IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

I N D E X

Tab	Description
1.	Notice of Motion, returnable April 15, 2024
2.	Affidavit of Michael Wakefield, sworn April 9, 2024
Exhibits	
A.	Order of Justice Conway dated February 27, 2024
B.	Endorsement of Justice Kimmel dated March 20, 2024
C.	Correspondence among Miller Thomson LLP and Blakes re: Walmart Dispute
D.	Affidavit of Michael Wakefield sworn March 21, 2024 (without exhibits)
3.	Draft Order (Stay Extension & WEPPA)
4.	Draft Order (Platinum AVO)

TAB 1

District of: Ontario
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**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF NOTICE OF INTENTION TO MAKE
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NOTICE OF MOTION

BRR Logistics Limited (“**BRR**” or the “**Company**”) will make a Motion to the court on Monday, April 15, 2024 at 12:30 p.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1) because it is;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location

<https://ca01web.zoom.us/j/64172244590?pwd=OHg5VkFZNlRHb3FPdFcxaVY4dnRRZz09#success>

Meeting ID: 641 7224 4590
Passcode: 708039

THE MOTION IS FOR

1. An Order, (the “**Stay Extension and WEPPA Order**”), among other things:
 - (i) extending the time to file a proposal up to and including May 30, 2024;
 - (ii) pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada) S.C. 2005, c. 47, s. 1, as amended (“**WEPPA**”), declaring that the Company and certain of its former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 (“**WEPP Regulations**”) and are individuals to whom WEPPA applies as of the date of the Order, and authorizing BDO Canada Limited (“**BDO**”), in its capacity as proposal trustee of BRR in these proceedings (in such capacity, the “**Proposal Trustee**”), to carry out its prescribed duties in accordance with section 21 of WEPPA;
 - (iii) approving the second report (the “**Second Report**”) and third report (the “**Third Report**”) of the Proposal Trustee, the activities and conduct of the Proposal Trustee detailed therein, and the fees and disbursements of the Proposal Trustee and its legal counsel as detailed in the Third Report;
 - (iv) sealing the Confidential Supplement to the Proposal Trustee’s Third Report of the Proposal Trustee until the conclusion of these NOI proceedings and the discharge of the Proposal Trustee, or until further Order of the Court;
and

- (b) an order (the “**Platinum AVO**”), among other things:
 - (i) abridging the time for and validating service of the notice of motion and motion record and dispensing with service on any person other than those served;
 - (ii) approving an agreement (the “**Platinum Agreement**”) between the Company and Platinum Asset Services Inc. and Platinum Truck and Auto (together, “**Platinum**”) regarding the sale of certain equipment as part of the Liquidation Plan;
 - (iii) authorizing the Company to perform its obligations under the Platinum Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the Platinum Agreement;
 - (iv) transferring and vesting all of the Company’s right, title, and interest in and to the Equipment (as defined below) to Platinum to enable Platinum to sell the Equipment to third parties; and
- (a) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

Background

2. BRR is a private company incorporated under the *Business Corporations Act* (Ontario) with a registered head office at 107 Walker Drive, Brampton, Ontario.

3. Prior to the wind-down of its business, BRR owned and operated a frozen foods sale and logistics business. Its customers included manufacturers, grocers, and brokers. The Company had thousands of retail customers and operated in all provinces and territories in Canada, with most of its business conducted in Ontario.

4. The business operated out of a leased warehouse facility in Brampton, Ontario.

5. Prior to the NOI Filing Date (as defined below), the Company had approximately 46 employees, 20 of whom were unionized. As part of its orderly liquidation and wind-up of the business, the Company completed significant lay-offs and currently employs three individuals who continue to assist with the orderly wind-down and liquidation.

6. The Company has suffered from severe financial challenges in the last several months due to, among other things, significant changes in the grocery industry and the consequent pressures on the grocery supply chain, departures of large customers and key employees, and other unfortunate events.

NOI Proceedings

7. On January 31, 2024 (the “**NOI Filing Date**”), BRR initiated proceedings (the “**NOI Proceedings**”) under the BIA by filing the NOI. BDO was appointed Proposal Trustee in the NOI Proceedings.

8. During the course of the NOI Proceedings, the Company, in consultation with the Proposal Trustee, has focused on, among other things: stabilizing the business, engaging with potential purchasers in the industry, exiting its warehouse premises, and generally working to maximize realizations from the sale of its remaining inventory and equipment in accordance with the court-approved Liquidation Plan (defined herein).

9. On February 27, 2024, the Honorable Madam Justice Conway made an order (“**First Day Order**”), among other things:

- (a) extending the time within which to file a proposal with the Official Receiver by the Company under section 62(1) of the BIA to April 15, 2024;
- (b) granting an administration charge in the amount of \$250,000 to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company (the “**Administration Charge**”);
- (c) authorizing the Company to carry out an orderly liquidation of its remaining assets, which include frozen foods and property, plant and equipment (the “**Liquidation Plan**”);

- (d) authorizing the Company to complete sales of inventory and Equipment (as defined herein) outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
- (e) approving payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date up to the amount of the indebtedness owing to Sallyport.

10. On March 20, 2024, the Company appeared for a case conference before the Honourable Justice Kimmel to schedule two motions:

- (a) a motion for an expedited adjudication of a dispute (the “**Walmart Dispute**”) with Wal-Mart Canada Corp. (“**Walmart**”) in respect of a significant receivable owing by Walmart to the Company; and
- (b) a motion for advice and directions in respect of the disposition of certain goods held by the Company (the “**Inventory Issue**”). This motion was heard on March 26, 2024.

11. Updates on the Walmart Dispute and the Inventory Issue are detailed in the Affidavit of Michael Wakefield sworn April 9, 2024, filed in support of this motion. In summary, the motion regarding the Walmart Dispute is scheduled to be heard on May 14, 2024. The motion regarding the Inventory Issue was heard on March 26, 2024.

Update on Liquidation Plan

12. The Company, with the assistance of the Proposal Trustee, continues to carry out the Liquidation Plan in accordance with the terms of the First Day Order. As detailed in the Third Report, sales of inventory and equipment, and collection of accounts receivable, remain ongoing.

13. In summary, an amount of approximately \$221,469 has been collected from sales of inventory since the NOI Filing Date, with inventory valued at approximately \$514,417 remaining to be sold. Equipment currently on hand has an approximate net book value of \$649,000.

14. The Company has worked with the Proposal Trustee to solicit liquidation proposals from a number of third-party auctioneers in respect of the Company's trailer and fleet. The Company received six (6) proposals, as summarized in the Confidential Supplement to the Third Report.

15. Among the proposals received, it was determined that the Platinum Agreement provided the most favorable terms to liquidate the Company's trailers, reefers, and residual material handling equipment (the "**Equipment**"). The Platinum Agreement requires that the Equipment be sold free and clear of any and all liens and encumbrances.

Relief Sought

Extension of Time to File a Proposal

16. The Company seeks an extension of time to file a proposal to May 30, 2024.

17. The extension of the stay will permit the Company to continue to work with the Proposal Trustee and, among other things: complete the Liquidation Plan, permit Platinum to complete the

proposed sale of the Equipment, continue efforts to collect accounts receivable, and, if possible, prepare and file a proposal that creditors may be willing to accept.

18. The Company has acted and continues to act in good faith and with due diligence.

19. The updated cash flow forecast appended to the Proposal Trustee's Third Report projects that the Company will have sufficient liquidity to continue carrying out its wind-down activities throughout the proposed extended stay period.

Platinum Agreement and Approval and Vesting Order

20. The Company seeks approval of and authority to enter into the Platinum Agreement and approval of the Platinum AVO.

21. The Platinum Agreement provides the best terms among the auction proposals received and is supported by the Proposal Trustee.

22. Having considered the economic terms of the various auctioneer proposals and the qualifications and experience of each auctioneer who submitted a proposal, the Company believes that the Platinum Agreement provides the best opportunity to maximize value for the Equipment.

23. The Platinum Agreement requires that the Equipment be sold free and clear of all claims and encumbrances. Platinum will complete lien searches against the Equipment. Given that the Equipment may be encumbered by liens, it is proposed that for the purpose of determining the priority of claims against the Equipment,

- (a) the net proceeds from the sale of the Equipment shall stand in place and stead of the Equipment, and
- (b) any claims and encumbrances shall attach to the net proceeds from the sale of the Equipment with the same priority as they had with respect to the Equipment immediately prior to the sale, as if the Equipment had not been sold and remained in the possession or control of the Company.

24. The market has been appropriately canvassed and the Company believes Platinum is an appropriate choice for the sale of the Equipment.

25. The approval of the Platinum Agreement and the granting of the Platinum AVO is in the best interest of the Company's creditors, and is not improvident.

WEPPA

26. Prior to these proceedings the Company employed approximately 46 people. During the course of these proceedings the majority of the employees were terminated. There are currently three (3) remaining employees, all of whom were retained to assist with the Liquidation Plan.

27. The Company is seeking an Order (i) pursuant to section 5(5) of the WEPPA, declaring that the Company and its collective former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, and (ii) authorizing the Proposal Trustee to carry out its prescribed duties in accordance with section 21 of the WEPPA.

Sealing Order

28. The Company is seeking a sealing order in respect of the Confidential Supplement to the Proposal Trustee's Third Report. It contains sensitive commercial information including the detailed commercial terms of auctioneers' proposals and the Platinum Agreement.

Approval of Activities, Fees and Disbursements

29. The Company seeks approval of the activities and conduct of the Proposal Trustee as set out in its Second and Third Report and Third Report, as well as approval of the fees and disbursements of the Proposal Trustee and its legal counsel.

Other Grounds

30. The equitable and inherent jurisdiction of the Court;

31. Rules 1.04, 1.05, 2.01, 2.03, 16.04 and 37 of the *Rules of Civil Procedure* (Ontario).

32. Section 137(2) of the *Courts of Justice Act*.

33. The provisions of the BIA.

34. The provisions of the WEPPA and WEPP regulations.

35. Such further and other grounds as counsel may advise and this Court may permit.

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

(a) The Affidavit of Michael Wakefield sworn April 9, 2024;

- (b) The Third Report of the Proposal Trustee dated April 9, 2024; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

April 9, 2024

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<p>RUSH TRUCK CENTRES OF CANADA LIMITED 7450 Torbram Road Mississauga, ON L4T 1G9</p> <p><i>PPSA Registrant</i></p>	
<p>SALLYPORT COMMERCIAL FINANCE ULC 2233 Argentia Road, East Tower, Suite 30 Mississauga, ON L5N 2X7</p> <p><i>Secured Creditor</i></p>	<p>Emma Hart Email: ehart@sallyportcf.com Tel: 832 939 9450</p>

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<p>DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4</p> <p><i>PPSA Registrant</i></p>	

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IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF BRR LOGISTICS LIMITED

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

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

Proceeding Commenced at
Toronto

**NOTICE OF MOTION
(returnable April 15, 2024)**

MILLER THOMSON LLP

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Lawyers for BRR Logistics Limited

TAB 2

District of: Ontario
Division No.: 09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

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

B E T W E E N:

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

**AFFIDAVIT OF MICHAEL WAKEFIELD
(April 9, 2024)**

I, Michael Wakefield, of the City of Winnipeg, in the Province of Manitoba, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of BRR Logistics Limited (“**BRR**” or the “**Company**”). As such, I have knowledge of the matters to which I depose in this affidavit, save and except for matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in connection with the Company’s filing of a notice of intention (“**NOI**”) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) and its current motion for:

(a) an order (the “**Stay Extension and WEPPA Order**”), among other things:

(i) extending the time to file a proposal up to and including May 30, 2024;

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- (ii) pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada) S.C. 2005, c. 47, s. 1, as amended (“**WEPPA**”), declaring that the Company and certain of its former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 (“**WEPP Regulations**”) and are individuals to whom WEPPA applies as of the date of the Order, and authorizing BDO Canada Limited (“**BDO**”), in its capacity as proposal trustee of BRR in these proceedings (in such capacity, the “**Proposal Trustee**”), to carry out its prescribed duties in accordance with section 21 of WEPPA;
 - (iii) approving the second report (the “**Second Report**”) and third report (the “**Third Report**”) of the Proposal Trustee, the activities and conduct of the Proposal Trustee detailed therein, and the fees and disbursements of the Proposal Trustee and its legal counsel as detailed in the Third Report;
 - (iv) sealing the Confidential Supplement to the Proposal Trustee’s Third Report of the Proposal Trustee until the conclusion of these NOI proceedings and the discharge of the Proposal Trustee, or until further Order of the Court;
and
- (b) an order (the “**Platinum AVO**”), among other things:
- (i) abridging the time for and validating service of the notice of motion and motion record and dispensing with service on any person other than those served;

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- (ii) approving an agreement (the “**Platinum Agreement**”) between the Company and Platinum Asset Services Inc. and Platinum Truck and Auto (together, “**Platinum**”) regarding the sale of certain equipment as part of the Liquidation Plan;
 - (iii) authorizing the Company to perform its obligations under the Platinum Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the Platinum Agreement;
 - (iv) transferring and vesting all of the Company’s right, title, and interest in and to the Equipment (as defined below) to Platinum to enable Platinum to sell the Equipment to third parties; and
- (c) such other relief as this Court may deem just.

3. This affidavit should be read in conjunction with the Third Report.

BACKGROUND ON THE BUSINESS

4. BRR is a private company incorporated under the *Business Corporations Act* (Ontario) with a registered head office at 107 Walker Drive, Brampton, Ontario.

5. Prior to the wind-down of its business, BRR owned and operated a frozen foods sale and logistics business. Its customers included manufacturers, grocers, and brokers. The Company had thousands of retail customers and operated in all provinces and territories in Canada, with most of its business conducted in Ontario.

6. The business operated out of a leased warehouse facility in Brampton, Ontario.
7. Prior to the NOI Filing Date (as defined below), the Company had approximately 46 employees, 20 of whom were unionized. As part of its orderly liquidation and wind-down of the business, the Company completed significant lay-offs and currently employs three individuals who continue to assist with the orderly wind-down and liquidation.

NOI PROCEEDINGS

Background and Previous Orders

8. On January 31, 2024 (the “**NOI Filing Date**”), BRR initiated proceedings (the “**NOI Proceedings**”) under the BIA by filing the NOI. BDO was appointed Proposal Trustee in the NOI Proceedings.
9. During the course of the NOI Proceedings, the Company, in consultation with the Proposal Trustee, has focused on, among other things: stabilizing the business, engaging with potential purchasers in the industry, exiting its warehouse premises, and generally working to maximize realizations from the sale of its remaining inventory and equipment in accordance with the court-approved Liquidation Plan (defined herein).
10. On February 27, 2024, the Honorable Justice Conway made an order (“**First Day Order**”), among other things:
 - (a) extending the time for the Company to file a proposal with the Official Receiver pursuant to section 62(1) of the BIA to April 15, 2024;

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- (b) granting an administration charge in the amount of \$250,000 to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company (the “**Administration Charge**”);
 - (c) authorizing the Company to carry out an orderly liquidation of its remaining assets, which include frozen foods and property, plant and equipment (the “**Liquidation Plan**”);
 - (d) authorizing the Company to complete sales of inventory and Equipment (as defined herein) outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (e) approving payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date up to the amount of the indebtedness owing to Sallyport.
11. A copy of the First Day Order, together with the accompanying endorsement of Justice Conway is attached as **Exhibit “A”**.
12. On March 20, 2024, the Company appeared for a case conference before the Honourable Justice Kimmel to schedule two motions:
- (a) a motion for an expedited adjudication of a dispute (the “**Walmart Dispute**”) with Wal-Mart Canada Corp. (“**Walmart**”) in respect of a significant receivable owing by Walmart to the Company; and

(b) a motion for advice and directions in respect of the disposition of certain goods held by the Company (the “**Inventory Issue**”). This motion was heard on March 26, 2024.

13. The endorsement of Justice Kimmel dated March 20, 2024 in connection with this case conference is attached hereto as **Exhibit “B”**. Updates on the Walmart Dispute and the Inventory Issue are detailed below.

Update on Dispute with Wal-Mart Canada Corp.

14. Walmart had been a large customer of the Company. As of the NOI Filing Date, the Company had a significant outstanding receivable in the amount of \$1,797,142.65 (the “**Walmart Receivable**”) owing from Walmart in respect of goods sold and received by Walmart and third party logistics services provided to Walmart.

15. Walmart has alleged that the Company owes Walmart \$489,193.26 as a result of a mistake that Walmart claims was made regarding product pricing (the “**Alleged Overpayment**”). A demand letter in the amount of the Alleged Overpayment was delivered to the Company on January 31, 2024. Relying on the Alleged Overpayment, Walmart refused to pay the Walmart Receivable.

16. The Walmart Receivable is a significant component of the Company’s projected cash flows, and Walmart’s refusal to pay it has caused substantial problems for the Company. The Court was made aware of the Walmart Dispute in my first affidavit, filed in connection with the first motion in these proceedings. This motion was heard before Justice Conway on February 27, 2024.

17. The Company initially sought to fix a date on which the Company and Walmart would be required to attend before the Court to schedule a summary adjudication of the dispute. However, shortly before the parties' attendance before Justice Conway on February 27, 2024, the Company was advised that Walmart had retained Blake, Cassels & Graydon LLP ("**Blakes**") in connection with the dispute. The Company's counsel immediately corresponded with Blakes regarding the dispute with the intention of achieving an out-of-court resolution.

18. By mid-March 2024, on the basis of the initial correspondence exchanged between Blakes and the Company's counsel in relation to the Walmart Dispute, the Company sought to schedule a motion for an expedited adjudication of the dispute. The scheduling request was brought before Justice Kimmel at the case conference on March 20, 2024, and the motion is scheduled to be heard on May 14, 2024.

19. Critically, at the case conference on March 20, 2024 (and as set out in the case conference brief filed by Walmart in connection with the case conference), Walmart advised the Court that it would release an initial amount of \$425,000, representing a portion of the Walmart Receivable that it acknowledged was owing to the Company based on Walmart's ongoing review of the invoices provided to them.

20. Walmart represented to the Court that it would immediately release the \$425,000 to the Company. In reliance upon that representation, the Company agreed to temporarily forbear from pursuing the balance of the amount owing by Walmart, as Walmart claimed it needed more time

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to review and verify the invoices and other documents provided by the Company in respect of the Walmart Receivable.¹

21. Following the case conference before Justice Kimmel, the Company was advised by Blakes that on March 20, 2024, a payment in the amount of \$425,000 amount had been released.

22. Despite this, the Company had not received the promised payment (nor confirmation of same) and followed up with Blakes on several occasions, to request:

- (a) a copy of any proof of the payment made;
- (b) details on how the amount was released and to whom; and
- (c) any other details regarding the alleged release of payment.

23. Copies of correspondence exchanged between Miller Thomson LLP (“**MT**”) and Blakes regarding this matter are attached as **Exhibit “C”**.

24. Previously, in the ordinary course, when Walmart made a payment, it did so by issuing a cheque, and the relevant details of the cheque would appear in the Walmart “Retail Link” portal. On April 3, 2024, the Company discovered that the Walmart online portal showed that a cheque had been issued on April 2, 2024 in the amount of \$0.00. The Company’s counsel followed up with Blakes to communicate its concerns. A screen capture of the Retail Link portal is shown below:

¹ See endorsement of Justice Kimmel dated March 20, 2024 at paragraphs 6-7, Exhibit “B” hereto.

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Supplier Number: 066790

Supplier Name: BRR LOGISTICS LIMITED

Check Number	Check Date	Amount
00000040	04/02/2024	\$0.00

25. On April 8, 2024, the Company reviewed the Walmart portal and discovered that:

- (a) Walmart issued a cheque in the amount of \$394,295.13 on April 8, 2024 (not \$425,000); and
- (b) Walmart unilaterally applied a deduction to the outstanding invoices in the portal in the amount of \$895,463.10. In other words, Walmart unilaterally reduced the amount that appears as owing to BRR in the portal, to which BRR has access, during the course of this pending dispute.

26. The cheque for \$394,295.13 (about \$30,000 less than the amount promised) was received today, on April 9, 2024. It is unclear why Walmart issued a cheque on April 8, 2024 with the wrong amount eighteen (18) days later than it indicated to BRR and to the Court that it would release \$425,000.

27. The deduction (\$30,000) from the cheque and manipulation of the Walmart system to reflect a substantial reduction in the outstanding receivable while this dispute is ongoing and scheduled to be heard before this Court, is beyond concerning.

28. As noted in my last affidavit, it appears that Walmart is trying to take advantage of the Company's financial challenges to avoid paying its bills. Prior to the commencement of these proceedings Walmart had already approved payment of the vast majority of the Walmart Receivable.

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29. I have been advised by Sallyport, the Company's senior secured creditor, and the owner of the Company's accounts receivable, that it shares the Company's concerns regarding an ability to achieve a resolution on the Walmart Receivable generally.

30. The Walmart Dispute has caused disruption to these proceedings and a significant expenditure of additional professional fees that should not have been necessary.

31. The Company is not seeking any relief from the Court in connection with the Walmart Dispute on this motion. While the parties continue to engage in discussions regarding the Walmart Dispute, given the lack of progress so far, the Company will likely require the Court's assistance in relation to this dispute. A timeline for the exchange of materials was ordered by Justice Kimmel at the March 20, 2024 case conference.

Update on Inventory Issue

32. As part of its logistics business, the Company provided storage and warehousing services to its customers. Certain of the Company's customers who received storage and warehouse services also supplied frozen food products to the Company in the ordinary course of business.

There were a number of situations where a customer:

(a) supplied goods to the Company (and monies are owing by the Company to the customer for such goods); *and*

(b) had goods being stored at the Company's warehouse (and monies are owing by the customer to the Company for such services).

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33. In practice, this has meant that customers who were owed money by the Company refused to pay for the Company's storage and warehousing services. The Company consequently found itself in possession of certain customers' products (*i.e.*, consumer packaged frozen foods), with significant accounts that were unsettled with the owners of the products.

34. Due to the fact that the Company was scheduled to exit its warehouse facility by March 31, 2024, the Company sought to schedule a motion for advice and directions regarding the disposition of the inventory being held.

35. Following a scheduling appearance before Justice Kimmel on March 20, 2024, the Company and the Proposal Trustee discussed possible solutions to the Inventory Issue. Ultimately, the Company determined that the best course of action, particularly in light of the need to exit its warehouse, was to identify a third-party storage facility to store the subject inventory, while availing itself of the regime set out in the provincial *Repair and Storage Liens Act*, R.S.O. 1990, c. R. 25, as amended.

36. The details of the steps taken regarding the Inventory Issue are detailed in my Affidavit sworn March 21, 2024, a copy of which is attached hereto, without exhibits, as **Exhibit "D"**.

37. The status of the receivables owed by the customers impacted by the Inventory Issue, as set out in my March 21, 2024 affidavit, are summarized in the table below:

Customer	Account Receivable	Status of Receivable	Status of inventory held by BRR
Don's Bakery of Barrie Ltd.	\$74,073	Outstanding	Inventory stored in third party storage facility pending resolution of dispute.
Electric Juice Factory Inc.	\$7,007	Outstanding	Inventory stored in third party storage facility pending resolution of dispute.

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Beyond Better Foods, LLC	\$97,263	Outstanding	Inventory valued at \$100,000 has been maintained at previous warehouse pending resolution of dispute.
Gelda Foods	\$90,399	Outstanding	Amount of receivable held in trust by customer's solicitor pending resolution of dispute.
Goodness Me! Natural Food	\$359	Paid to Sallyport	Inventory picked up by customer.
Heset Brands Inc. (Halo Top Canada)	\$25,309	Paid to Sallyport	Customer made arrangements for inventory to remain on premises with subsequent tenant.
Kawartha Dairy	\$152,187	Paid to Sallyport	Customer made arrangements for inventory to remain on premises with subsequent tenant.
One World Foods Inc.	\$19,920	Paid to Sallyport	Customer made arrangements for inventory to remain on premises with subsequent tenant.
RCL Foods	\$8,584	Outstanding	Customer made arrangements for inventory to remain on premises with subsequent tenant.
Rubicon Food Products Ltd.	\$57,803	Paid to Sallyport	Customer made arrangements for inventory to remain on premises with subsequent tenant.
Sicilian Ice Cream Co Ltd.	\$25,934	Paid to Sallyport	Inventory picked up by customer.
Neale's Sweet N Nice Foods Inc.	\$13,362	Outstanding	Inventory stored in third party storage facility pending resolution of dispute.
Yupi.ca Inc.	\$287	Outstanding	Inventory picked up by customer.

38. The Company continues to work with the affected customers to resolve any outstanding disputes in respect of the applicable receivables, and continues to direct any and all receivables to Sallyport.

Update on Liquidation Plan

39. The Company, with the assistance of the Proposal Trustee, continues to carry out the Liquidation Plan in accordance with the terms of the First Day Order. As detailed in the Third Report, sales of inventory and equipment, and collection of accounts receivable, remain ongoing.

40. The Proposal Trustee's Third Report provides further details on the status of inventory and equipment sales. In summary, an amount of approximately \$221,469 has been collected from sales

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of inventory since the NOI Filing Date, with inventory valued at approximately \$514,417 remaining to be sold. Equipment currently on hand has an approximate net book value of \$649,000.

41. The Company has worked with the Proposal Trustee to solicit liquidation proposals from a number of third-party auctioneers in respect of the Company's trailer, fleet, and miscellaneous handling equipment. The Company received six (6) proposals and considered the following key terms which were included in each proposal:

- (a) fee and commission structure;
- (b) estimated appraised/realizable value by unit;
- (c) net minimum guarantees;
- (d) marketing plan; and
- (e) estimated time to close.

42. Among the proposals received, it was determined that the Platinum Agreement provided the most favorable terms to liquidate the Company's trailers, reefers, and residual material handling equipment (the "**Equipment**").

43. The Platinum Agreement requires that the Equipment be sold free and clear of any and all liens and encumbrances.

44. The Confidential Supplement to the Proposal Trustee's Third Report includes a summary of each of the proposals received from the various auctioneers, including Platinum. It also includes a copy of the Platinum Agreement. As indicated below, the Company intends to seek an order

vesting the Company's right, title and interest in and to the Equipment in Platinum free and clear of any and all security interests, liens, and other encumbrances.

RELIEF SOUGHT

Extension of Time to File Proposal

45. The Company seeks an extension of time within which a proposal may be filed up to and including May 30, 2024.

46. The Company has acted and continues to act in good faith and with due diligence.

47. The extension of the stay will permit the Company to continue to work with the Proposal Trustee and, among other things: complete the Liquidation Plan, permit Platinum to complete the proposed sale of the Equipment, continue efforts to collect accounts receivable, and, if possible, prepare and file a proposal that creditors may be willing to accept.

Platinum Agreement and Approval and Vesting Order

48. The Company seeks approval of and authority to enter into the Platinum Agreement.

49. The Platinum Agreement provides the best terms among the auction proposals received and is supported by the Proposal Trustee.

50. Having considered the economic terms of the various auctioneer proposals and the qualifications and experience of each auctioneer who submitted a proposal, the Company believes that the Platinum Agreement provides the best opportunity to maximize value for the Equipment.

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51. The Platinum Agreement requires that the Equipment be sold free and clear of all claims and encumbrances. Platinum will complete lien searches against the Equipment. Given that the Equipment may be encumbered by liens, it is proposed that for the purpose of determining the priority of claims against the Equipment,

- (a) the net proceeds from the sale of the Equipment shall stand in place and stead of the Equipment, and
- (b) any claims and encumbrances shall attach to the net proceeds from the sale of the Equipment with the same priority as they had with respect to the Equipment immediately prior to the sale, as if the Equipment had not been sold and remained in the possession or control of the Company.

52. The purpose of the Platinum AVO is to enable Platinum to sell the Equipment free and clear of all encumbrances in order to efficiently and effectively complete value maximizing sales for the benefit of stakeholders. The Proposal Trustee supports the Company entering into the Platinum Agreement and the proposed Platinum AVO.

53. The market has been appropriately canvassed and the Company believes that Platinum is an appropriate choice for the sale of the Equipment.

54. I believe that the approval of the Platinum Agreement and the granting of the Platinum AVO is in the best interest of the Company's creditors, and is not improvident.

WEPPA

55. Prior to these proceedings the Company employed approximately 46 people. During the course of these proceedings the majority of the employees were terminated. There are currently three (3) remaining employees, all of whom were retained to assist with the Liquidation Plan.

56. At the hearing before Justice Conway on February 27, 2024, the Company sought an Order (i) pursuant to section 5(5) of WEPPA, declaring that the Company and its collective former employees meet the criteria prescribed by section 3.2 of the WEPP Regulations (the “**WEPPA Declaration**”) and (ii) authorizing the Proposal Trustee to carry out its prescribed duties in accordance with section 21 of WEPPA.

57. As indicated in the endorsement of Justice Conway accompanying the First Day Order (attached at Exhibit “A” hereto), the Court declined to grant the WEPPA Declaration or the other related relief because, among other things, there was no basis why a declaration from the Court was required.

58. Following the February 27, 2024 hearing, the Proposal Trustee engaged with Service Canada to ensure the requirements of WEPPA were satisfied for the benefit of terminated employees. As detailed in the Proposal Trustee’s Third Report, Service Canada has explicitly required an Order from the Court granting the WEPPA Declaration. The relevant communication from Service Canada is appended to the Third Report.

59. Accordingly, the Company seeks the WEPPA Declaration and related relief in order to assist its terminated employees in accessing their entitlements under WEPPA.

60. The majority of terminated employees have been paid the substantial majority of outstanding amounts on account of vacation pay. In the result, should the Court grant the WEPPA Declaration, most of the terminated employees will primarily only be eligible for severance pay.

Sealing Order

61. The Company asks for a sealing order in respect of the Confidential Supplement to the Proposal Trustee's Third Report. It contains sensitive commercial information including the detailed commercial terms of the proposals submitted by auctioneers, and the Platinum Agreement.

Approval of Activities, Fees and Disbursements

62. The Company seeks approval of the activities and conduct of the Proposal Trustee as set out in its Second and Third Report and Third Report, as well as approval of the fees and disbursements of the Proposal Trustee and its legal counsel.

CONCLUSION

63. I make this Affidavit in support of the Company's motion for the Stay Extension and WEPPA Order and the Platinum AVO as described herein, and for no other or improper purpose or delay.

SWORN by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on April 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:

Monica Faheim

A927329446B742A

Commissioner for Taking Affidavits
(or as may be)

MONICA FAHEIM

DocuSigned by:

MW

0743B53658C1444

MICHAEL WAKEFIELD

This is Exhibit “A” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on April 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

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

THE HONOURABLE)
)
JUSTICE CONWAY) TUESDAY, THE 27TH
) DAY OF FEBRUARY, 2024

B E T W E E N:

(Court Seal)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

ORDER

THIS MOTION, made by BRR Logistics Limited (the “**Company**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) was heard this day by video conference at 330 University Avenue, Toronto, Ontario in accordance with the Guidelines to Determine Mode of Proceeding in Civil.

ON READING the Notice of Motion, the Affidavit of Michael Wakefield sworn February 23, 2024 and the exhibits thereto (the “**Wakefield Affidavit**”), and the First Report of BDO Canada Limited (“**BDO**”) dated February 23, 2024 (the “**First Report**”), in its capacity as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”), and on being advised that the secured creditors who are likely affected by the charge created herein were given notice, and on hearing the submissions of counsel for the Company and counsel for the Proposal Trustee, and

-2-

those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Shallon Garrafa, filed,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record of the Company are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service hereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Wakefield Affidavit or the First Report, as applicable.

EXTENSION OF THE PROPOSAL PERIOD

3. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Company, including the stay of proceedings, is extended up to and including April 15, 2024.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Company shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"). The Company is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or

employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Company shall be entitled to continue to utilize any cash management system currently in place or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank or financial institution providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Company of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any individual, firm, corporation, governmental body or agency or any other entities (all of the foregoing, collectively being "**Persons**", and individually, a "**Person**") other than the Company, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, solely in its capacity as provider of the Cash Management System only, an unaffected creditor under any proposal filed by the Company with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System on or after the date of this Order.

6. **THIS COURT ORDERS** that the Company shall be entitled, but not required, to pay the following expenses, whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or

-4-

arrangements), vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing practices, compensation policies and arrangements of the Company;

- (b) the fees and disbursements of any Assistants retained or employed by the Company in respect of these proceedings, at their standard rates and charges; and
- (c) amounts owing for goods or services actually provided to the Company prior to the date of this Order by third parties if, in the opinion of the Company, such third party is critical to the Company's business and ongoing operations of the Company, provided that such payments shall: (i) be consistent with the cash flow forecast appended to the First Report, (ii) not exceed an aggregate amount of \$100,000, and (iii) be approved in advance by the Proposal Trustee or by further Order of the Court.

PROFESSIONAL FEES

7. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee and counsel for the Company on a bi-weekly basis.

8. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time and, for this purpose, the accounts of the Proposal Trustee and its legal

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

9. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and the Company's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Company's counsel, the Proposal Trustee and its counsel both before and after the making of this Order in respect of these proceedings.

10. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

11. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except any validly perfected security interest in favour of equipment lessors.

12. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no

liability or obligation as a result of its appointment or the carrying out of 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 to the Proposal Trustee under the BIA or any applicable legislation.

APPROVAL OF LIQUIDATION PLAN

13. **THIS COURT ORDERS** that the Liquidation Plan, as described and defined in the First Report, be and is hereby approved, and the Company and the Proposal Trustee, as applicable, are hereby authorized to take such steps as are necessary to carry out the Liquidation Plan.

DISTRIBUTION TO SECURED CREDITOR

14. **THIS COURT ORDERS** that the Company is hereby authorized to make distributions to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sales of inventory and collections of accounts receivable subsequent to January 31, 2024 up to the amount of the indebtedness owing to Sallyport, as detailed in the First Report.

SALES OUT OF ORDINARY COURSE

15. **THIS COURT ORDERS** that the Company is hereby authorized to complete sales of inventory and equipment outside of the ordinary course of business:

- (a) without the necessity for further Court approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000 in the aggregate; and

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(b) provided that all such transactions are approved by the Proposal Trustee.

APPROVAL OF PROPOSAL TRUSTEE REPORT AND ACTIVITIES

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

GENERAL

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

18. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Company and the Proposal Trustee are at liberty to serve

-8-

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

19. **THIS COURT ORDERS** that the Proposal Trustee shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Proposal Trustee shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Proposal Trustee shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

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

21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective 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 Company and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

22. **THIS COURT ORDERS** that each of the Company or the Proposal Trustee shall be at liberty and are 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.

23. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.



(Signature of judge, officer or registrar)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
Toronto

ORDER

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gregory Azeff (LSO#: 45324C)

gazeff@millerthomson.com
Tel: 416-595-2660

Monica Faheim (LSO#: 82213R)

mfaheim@millerthomson.com
Tel: 416.597.6087

Lawyers for BRR Logistics Limited



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-24-03038619-0031

DATE: February 27, 2024

NO. ON LIST: 3

TITLE OF PROCEEDING: BRR LOGISTICS LIMITED et al

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
	Counsel for BRR Logistics Limited	
Monica Faheim		mfaheim@millerthomson.com
Gregory Azeff		gazeff@millerthomson.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Ian Aversa	Counsel for the Proposal Trustee	iaversa@airdberlis.com
Matilda Lici		mlici@airdberlis.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Caitlin McIntyre	Counsel for Wal-Mart Canada Corp.	caitlin.mcintyre@blakes.com
Brent Warga	Proposal Trustee	bwarga@bdo.ca
John R. Fritz		jfritz@bdo.ca

ENDORSEMENT OF JUSTICE CONWAY:

- [1] All defined terms used in this Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of BRR Logistics Limited dated February 26, 2024.
- [2] The Company filed an NOI on February 1, 2024. This is an orderly wind-down of the Company, supported by its senior secured creditor Sallyport. On this motion, the Company seeks various relief including an extension of time to file a proposal to April 15, 2024, an Administration Charge of \$250,000 to cover professional fees, authorization to carry out the Liquidation Plan, authorization to complete sales of inventory and equipment outside the ordinary course of business (subject to specified dollar limitations and the consent of the Proposal Trustee), authorization to make distributions to Sallyport, and approval of the Proposal Trustee's First Report.
- [3] The motion is unopposed. The Proposal Trustee, in the First Report, recommends the relief sought. I am satisfied that the relief should be granted, with one exception set out below.
- [4] The extension to April 15, 2024 is granted. The Company is acting in good faith and with due diligence. The Company will have sufficient cash flow for the extension period. The Company intends to use this period to implement the Liquidation Plan with a view to presenting a proposal to its unsecured creditors.
- [5] The Administration Charge is acceptable and is authorized under s. 64.2 of the BIA.
- [6] The Liquidation Plan is approved given that the Company is unable to sustain going concern operations. The ability to sell inventory and equipment (\$100,000 per transaction, \$500,000 in the aggregate), with the consent of the Proposal Trustee, is acceptable and authorized under s. 65.13(4) of the BIA.
- [7] The distribution to Sallyport, after consultation with the Proposal Trustee to minimize the impact on cash flow, is approved. The First Report is approved.
- [8] The Company seeks a declaration that WEPPA applies with respect to the 31 employees whose employment was terminated following the commencement of the NOI proceedings. Section 5(5) of WEPPA states that the court "may" in proceedings under the BIA, determine that a former employer meets the criteria prescribed by the WEPPA Regulations. Section 3.2 of those Regulations states that "for purposes of subsection 5(5) of the Act, a court may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations".

- [9] I declined to give the requested declaration. As set out in the First Report, both the Company and the Proposal Trustee are of the view that the wind down of the Company qualifies the terminated employees to participate in the WEPP filing. The Proposal Trustee adds that it is of the view that the application of WEPPA is met in the circumstances. There is no reason set out in the materials why a declaration from this court is required to supplement the views of the Company and the Proposal Trustee. Nor is there any basis for the court to exercise its discretion under ss. 5(5) and 3(2) to make these determinations. Counsel has now removed this section from the draft order.
- [10] Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.



This is Exhibit “B” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on April 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-24-03038619-0031 DATE: 20 March 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: IN THE MATTER OF THE PROPOSAL OF BRR LOGISTICS LIMITED

BEFORE JUSTICE: KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
FAHEIM, MONICA AZEFF, GREGORY	BRR LOGISTICS LIMITED	mfaheim@millerthomson.com gazeff@millerthomson.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
PHOENIX, GRAHAM	SALLYPORT COMMERCIAL FINANCE	gphoenix@LN.law
LICI, MATILDA	BDO CANADA LIMITED	mlici@airdberlis.com
MCINTYRE, CAITLIN	WALMART CANADA CORP	caitlin.mcintyre@blakes.com

ENDORSEMENT OF JUSTICE KIMMEL:

1. BRR Logistics Limited ("BRR" or the "Company") seeks to schedule the following two motions:

- a. a motion for an expedited adjudication of a dispute with Wal-Mart Canada Corp. ("Walmart") in respect of a claimed receivable owing by Walmart to the Company and Walmart's claim that it overpaid prior invoices (the "Walmart Motion"); and
- b. a motion for advice and directions in respect of certain goods of customers/suppliers being held by the Company (the "Inventory Motion").

The Inventory Motion

2. The Company must vacate its current warehouse premises by March 31, 2024. This has created some urgency, at least for an initial appearance and preliminary order and directions.
3. The Company is consulting with the Proposal Trustee and considering its options regarding the storage and warehousing services that it provides to its customers, many of whom are also suppliers. The Company has compiled a list of affected customers/suppliers.
4. There are potential set-off issues as between the Company and some of these customers/suppliers. This situation is further complicated by the fact that the Company's accounts receivable has been purchased by its senior secured creditor, Sallyport Commercial Finance ULC ("Sallyport").
5. On the Inventory Motion, the Company will be seeking advice and directions from the Court regarding the continued storage (at another location) and/or disposition of the inventory. Due to its urgency, an initial return date has been scheduled for the Inventory Motion on March 26, 2024 for 90 minutes. The following timetable shall be adhered to in respect of this first return date for the Inventory Motion:
 - a. The Company shall serve its motion materials, together with a copy of this endorsement, on all interested stakeholders and its general service list by the close of business on March 21, 2024.
 - b. The Proposal Trustee shall serve its report in respect of this Inventory Motion by the close of business on March 22, 2024.
 - c. Any stakeholder who intends to participate and take a position on this motion shall advise the Company of such intention and provide a brief outline of its position by 2 p.m. on March 25, 2024.
 - d. The Company shall deliver a factum or Aide Memoire by the close of business on March 25, 2024.
 - e. All material for the March 25, 2024 first return of the Inventory Motion shall have been served, filed and uploaded into CaseLines by no later than 6 p.m. on March 25, 2024.

The Walmart Motion

6. The Company first sought to schedule the Walmart Motion on February 27, 2024 when appearing before Conway J. on the initial order in this matter. It that time, the Company was aware of, and disclosed to the court, that there appeared to be a disagreement with Walmart both in terms of the accounting for outstanding accounts receivable arising prior to the January 31, 2024 Filing Date and in respect of an overpayment that Walmart claimed to have made on earlier invoices and was seeking to set off. The parties have been exchanging information since then, and Walmart has agreed to pay today an initial amount of \$425,000 in respect of amounts acknowledged to be owing.
7. Walmart says it will pay whatever is owing upon a final reconciliation, but the parties are not confident today that they will be able to reach agreement on that amount having regard to the current differences of opinion. While they continue to work towards an agreement, the Company and Sallyport asked that the motion be scheduled with a timetable that builds in time for continued negotiations on the front end.
8. The Walmart Motion has been scheduled for a half day on May 14, 2024. The parties shall adhere to the following timetable for pre-hearing steps:
 - a. The Company shall provide its response to outstanding information requests from Walmart by March 27, 2024.

- b. If no resolution can be reached, the Company shall serve its motion record for the Walmart Motion by April 12, 2024.
 - c. Walmart's responding motion record shall be served by April 19, 2024.
 - d. The Proposal Trustee's report, if any, shall be served by no later than May 7, 2024.
 - e. The parties shall agree upon a timetable for all other remaining pre-hearing steps such that all materials, including a reply factum if deemed appropriate by the Company, shall have been served, filed and uploaded into CaseLines by no later than 2:30 on May 13, 2024.
9. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.

A handwritten signature in cursive script, appearing to read "Kimmel J.", written in black ink.

KIMMEL J.

This is Exhibit “C” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on April 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

From: Faheim, Monica
Sent: Tuesday, April 2, 2024 11:14 AM
To: McIntyre, Caitlin
Cc: Rogers, Linc; Azeff, Gregory
Subject: RE: Walmart / BRR Logistics

Thank you

Monica

MONICA FAHEIM
Associate

MILLER THOMSON LLP
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40 King Street West, Suite 5800
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Toronto, Ontario | M5H 3S1
T +1 416.597.6087
mfaheim@millert Thomson.com



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From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Sent: Tuesday, April 2, 2024 11:12 AM
To: Faheim, Monica <mfaheim@millert Thomson.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millert Thomson.com>
Subject: RE: Walmart / BRR Logistics

Hi Monica,

I have followed up with the client again today for payment confirmation details and will get them to you as soon as they are received.

Caitlin

Caitlin McIntyre (she, her, hers)
Associate
caitlin.mcintyre@blakes.com
T. +1-416-863-4174
C. +1-905-746-6711

From: Faheim, Monica <mfaheim@millerthomson.com>
Sent: Tuesday, April 2, 2024 11:07 AM
To: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millerthomson.com>
Subject: RE: Walmart / BRR Logistics
Importance: High

• External Email | Courrier électronique externe •

Caitlin

Do you have an update on how the payment was made by Walmart? It has now been over ten days since Walmart has indicated that it released the payment in accordance with “the same payment mechanisms used by the parties in the ordinary course”.

Please note that in the ordinary course, when Walmart paid a BRR invoice, they delivered a cheque by mail, and the cheque details are shown in the Walmart portal. There are no details in the portal as of today, so ordinary course payment mechanisms have not been followed.

We reiterate our request, once again, for confirmation of payment, and details of how the amount was paid and to whom.

Thanks,
Monica

MONICA FAHEIM
Associate

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario | M5H 3S1
T +1 416.597.6087
mfaheim@millerthomson.com



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From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Sent: Tuesday, March 26, 2024 1:49 PM
To: Faheim, Monica <mfaheim@millerthomson.com>

Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millertomson.com>

Subject: RE: Walmart / BRR Logistics

Monica,

As noted in my previous email, the payment of certain invoices was released by Walmart in accordance with the ordinary course payment procedures used by Walmart and BRR. I don't have any insight into what those procedures are, but BRR's management likely does and can hopefully give you some insight.

I have asked Walmart's inhouse counsel to provide me with any form of confirmation that is available and will send it to you when I receive it.

This payment is not in the nature of a settlement payment – Walmart has just released payment of certain invoices to BRR.

Caitlin

Caitlin McIntyre (she, her, hers)

Associate

caitlin.mcintyre@blakes.com

T. +1-416-863-4174

C. +1-905-746-6711

From: Faheim, Monica <mfaheim@millertomson.com>

Sent: Tuesday, March 26, 2024 1:34 PM

To: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>

Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millertomson.com>

Subject: RE: Walmart / BRR Logistics

Importance: High

• External Email | Courrier électronique externe •

Caitlin

Can you please get back to me on the below as soon as possible? We just need to know how the amount was paid, who it was paid to, and where it was sent.

Thanks,
Monica

MONICA FAHEIM

Associate

MILLER THOMSON LLP

Scotia Plaza

40 King Street West, Suite 5800

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From: Faheim, Monica <mfaheim@millerthomson.com>
Sent: Friday, March 22, 2024 2:01 PM
To: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millerthomson.com>
Subject: RE: Walmart / BRR Logistics

Thanks Caitlin. Our client would like to be able to look out for the funds as they are critical, particularly if it is a cheque in the mail. Details on the method of payment and proof of payment would be helpful

Thanks again,

Monica

MONICA FAHEIM
Associate

MILLER THOMSON LLP
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Toronto, Ontario | M5H 3S1
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From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Sent: Friday, March 22, 2024 1:58 PM
To: Faheim, Monica <mfaheim@millerthomson.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millerthomson.com>
Subject: RE: Walmart / BRR Logistics

Monica,

I will ask Walmart if there is anything they can provide.

As previously mentioned, the funds will take 7-10 days to reach BRR.

Caitin

Caitlin McIntyre (she, her, hers)
Associate
caitlin.mcintyre@blakes.com
T. +1-416-863-4174
C. +1-905-746-6711

From: Faheim, Monica <mfaheim@millერთhompson.com>
Sent: Friday, March 22, 2024 1:46 PM
To: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millერთhompson.com>
Subject: RE: Walmart / BRR Logistics

• External Email | Courrier électronique externe •

Could you kindly provide proof of payment please? It has not yet been received.

Thank you,
Monica

MONICA FAHEIM
Associate

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From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Sent: Friday, March 22, 2024 1:37 PM
To: Faheim, Monica <mfaheim@millერთhompson.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millერთhompson.com>
Subject: [**EXT**] RE: Walmart / BRR Logistics

Hi Monica,

Thank you with respect to your response on the Alleged Overpayment.

With respect to the approximately \$425,000 payment, Walmart released payment of a number of invoices two days ago to BRR pursuant to the same payment mechanisms used by the parties in the ordinary course. They will not be able to direct any payment to Sallyport.

Regards,

Caitlin

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From: Faheim, Monica <mfaheim@millerthomson.com>
Sent: Friday, March 22, 2024 1:30 PM
To: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>
Cc: Rogers, Linc <linc.rogers@blakes.com>; Azeff, Gregory <gazeff@millerthomson.com>
Subject: Walmart / BRR Logistics

• External Email | Courrier électronique externe •

Caitlin

Further to our previous correspondence and the endorsement of Justice Kimmel from our last attendance, we are working on getting back to you with a response on Walmart's position about the Alleged Overpayment. We will be back to you as soon as possible on that.

In the mean time, regarding the \$425,000 that Walmart represented to the company and to the court that they are prepared to release, please see attached for reference payment instructions. The payment should be remitted to Sallyport. Kindly advise when you expect this payment will be processed, and provide confirmation as soon as it is made.

Thank you

Monica

MONICA FAHEIM
Associate

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Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

This is Exhibit “D” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on April 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

District of: Ontario
Division No.: 09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

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

IN THE MATTER OF A NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

**AFFIDAVIT OF MICHAEL WAKEFIELD
(March 21, 2024)**

I, Michael Wakefield, of the City of Winnipeg, in the Province of Manitoba, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of BRR Logistics Limited (“**BRR**” or the “**Company**”). As such, I have knowledge of the matters to which I depose in this affidavit, save and except for matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in connection with the Company’s filing of a notice of intention (“**NOI**”) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) for the purpose of updating the Court following a case conference regarding the Inventory Issue (as defined herein).

-2-

3. This is my second affidavit sworn in these proceedings. My first affidavit was sworn on February 23, 2024 (the “**First Wakefield Affidavit**”). A copy of the First Wakefield Affidavit, without exhibits, is attached as **Exhibit “A”**.

BACKGROUND

A. OVERVIEW OF NOI PROCEEDINGS

4. The first motion in these proceedings was heard on February 27, 2024. On that date, the Honourable Justice Conway made an order (“**First Day Order**”), among other things:

- (a) extending the time to file a proposal to April 15, 2024;
- (b) granting an administration charge;
- (c) authorizing the Company to carry out its liquidation plan;
- (d) authorizing the Company to complete sales of inventory and equipment outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000;
- (e) authorizing the Company to make payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date (as defined herein) up to the amount of the indebtedness owing to Sallyport; and
- (f) approving the First Report of the Proposal Trustee (the “**First Report**”) and the activities and conduct of the Proposal Trustee detailed therein.

5. A copy of the First Day Order and accompanying endorsement is attached hereto as **Exhibit “B”**.

6. On March 20, 2024, the Company attended a case conference before the Honourable Justice Kimmel to schedule a motion for, among other things, advice and directions in respect of the disposition of certain goods held by the Company (the “**Inventory Issue**”). The motion was scheduled to be heard on March 26, 2024, pursuant to the endorsement of Justice Kimmel dated March 20, 2024 (the “**Scheduling Order**”). A copy of the Scheduling Order is attached as **Exhibit “C”**.

B. THE BUSINESS

7. BRR is a private company incorporated under the Ontario *Business Corporations Act* with a registered head office at 107 Walker Drive, Brampton, Ontario.

8. BRR owns and operates a frozen foods sale and logistics business. The Company has two revenue streams. The majority of its revenue is derived from third party logistics (“**3PL**”) services, including distribution, storage and warehousing services for deep frozen products. The second revenue stream is the Company’s “buy-sell” line of business, which involves the purchase and supply of frozen food products to retail customers across Canada.

9. The Company’s customers include manufacturers, grocers, and brokers. Historically, the Company’s 3PL business accounted for about 75% of its annual revenue. Prior to its financial difficulty, the Company had thousands of retail customers and operated in all provinces and territories in Canada, with the majority of its business conducted in Ontario.

10. The business operated out of a leased warehouse facility in Brampton, Ontario. The Company also had leased premises in Winnipeg, Manitoba and Cambridge, Ontario, which were each used as an administrative office and customer contact center, respectively.

11. Just prior to the NOI Filing Date (as defined below), the Company had approximately 46 employees, 20 of whom were unionized.

12. The Company filed its NOI under the BIA on February 1, 2024 (the “**NOI Filing Date**”) due to, among other things, significant supply chain pressure and the departures of substantial customer accounts. BDO Canada Limited (“**BDO**”) was named as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”).

THE INVENTORY ISSUE

13. As indicated, as part of its 3PL business, the Company provides storage and warehousing services. Many of the customers who use the Company’s storage and warehousing services are also suppliers to the Company and have sold frozen food products to the Company in the ordinary course of business.

14. There are a number of situations in which a customer:
- (a) has supplied goods to the Company (and monies are owing by the Company to the customer for such goods); and
 - (b) has goods being stored at the Company’s warehouse (and monies are owing by the customer to the Company for such services).

-5-

15. In practice, this has meant that customers who are owed money by the Company have refused (or are likely to refuse) to pay for the Company's storage and warehousing services. The Company has, therefore, found itself in a situation where it is in possession of certain customers' products (*i.e.*, consumer packaged frozen foods), with significant accounts that are unsettled with the owners of the products.

16. The urgency of the issue stems from the fact that the Company must vacate its current warehouse facility in Brampton (where the products are stored) by March 31, 2024.

17. The Company has identified a list of the affected customers and prepared a table that reflects the volume of inventory being held and the corresponding accounts receivable owing by each customer. This table is produced below:

Vendor	Total Pallets	Total Cases	AR
DON'S BAKERY OF BARRIE LTD.	110	2,359	\$74,072.65
ELECTRIC JUICE FACTORY INC.	3	75	\$7,007.06
BEYOND BETTER FOODS, LLC	283	33,845	\$97,263.35
GELDA FOODS	374	16,096	\$90,399.46
GOODNESS ME! NATURAL FOOD	9	937	\$359.20
HESET BRANDS INC (HALO TOP CANADA)	111	20,715	\$25,308.80
KAWARTHA DAIRY	2,286	235,741	\$152,186.72
ONE WORLD FOODS INC.	117	5,717	\$19,920.44
RCL FOODS	225	30,381	\$8,584.48
RUBICON FOOD PRODUCTS LTD.	409	36,614	\$57,802.52
SICILIAN ICE CREAM CO LTD.	20	983	\$25,933.68
NEALE'S SWEET N NICE FOODS INC	22	508	\$13,361.57
WESTEAST	29	1,744	\$18,306.00
YUPI.CA INC.	27	2,122	\$286.88
Grand Total	4,170	408,054	\$590,792.81

18. The Company has worked diligently with the Proposal Trustee to identify a solution that allows the Company to maximize collections of its accounts receivable from the affected customers while also determining how to appropriately dispose of or otherwise deal with the inventory.

19. Following the scheduling appearance before Justice Kimmel on March 20, 2024, the Company and the Proposal Trustee discussed possible solutions to the Inventory Issue. Ultimately, the Company determined that the best course of action, particularly in light of the need to exit its warehouse premises, was to identify a third-party storage facility to store the subject inventory, while availing itself of the regime set out in the provincial *Repair and Storage Liens Act*, R.S.O. 1990, c. R. 25, as amended (“**RSLA**”).

20. I understand from my discussions with my counsel at Miller Thomson LLP (“**MT**”) that the RSLA is a provincial statute that provides for various rights and remedies for a person who repairs or stores goods in Ontario. I understand that the statute allows a “storer” to claim and enforce a lien against goods that they store to secure outstanding storage fees.

21. In light of the foregoing, the Company took a number of immediate steps following the March 20, 2024 case conference, as follows:

- (a) arranged for the inventory to be delivered by freight to a separate storage facility;
- (b) prepared and delivered to each of the affected customers a letter requesting payment of the outstanding receivable by the close of business on March 22, 2024 (the “**Demand Letter**”). Each of the Demand Letters:

-7-

- (i) advises each customer of the particulars of the outstanding amounts owing;
 - (ii) provides particulars of the volume of pallets and cases that are being held by the Company in the warehouse;
 - (iii) demands immediate payment of the outstanding account;
 - (iv) advises the parties of the motion returnable March 26, 2024; and
 - (v) advises that the Company is transitioning out of its warehouse premises and, absent payment of the outstanding amounts owing, the Company will take steps to relocate the products to a different facility pending enforcement of its rights under the RSLA; and
- (c) prepared and delivered, and enclosed with each Demand Letter, a notice of intention to sell articles (“**Notice to Sell**”) pursuant to section 15 of the RSLA. Among other things, the Notice to Sell includes a statement advising the customers of their right of redemption, as I understand is required by the statute.

22. Attached hereto as **Exhibit “D”** are copies of all of the letters sent to each of the applicable customers, including the applicable Notices to Sell.

23. The Company, in consultation with the Proposal Trustee, is considering issuing a notice of intention to redeem under section 17 of the RSLA to certain customers as it is deemed appropriate.

24. On the basis of the discussions among the Company’s professional advisors, including the Proposal Trustee and its legal counsel, the Company is of the view that the steps taken are in the

best interest of the Company and its various stakeholders. As indicated in the First Affidavit, Sallyport is the senior secured creditor of the Company and has purchased the Company's accounts receivable. It is important for the Company's stakeholders that the Company avail itself of all rights and remedies that will maximize the collection of the outstanding accounts receivable.

CONCLUSION

25. In light of the foregoing, the Company is no longer seeking any relief from the Court in relation to the disposition of the inventory.

26. I make this Affidavit in order to update the Court and the stakeholders, including the affected customers of the Company, of the developments and the Company's intended course of action described herein, and for no other or improper purpose or delay.

SWORN by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on March 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:
Monica Faheim
A9273284465742A...

Commissioner for Taking Affidavits
(or as may be)

MONICA FAHEIM

DocuSigned by:
MW
0743B536E8C1443...

MICHAEL WAKEFIELD

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
Toronto

AFFIDAVIT OF MICHAEL WAKEFIELD
SWORN APRIL 9, 2024

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gregory Azeff (LSO#: 45324C)

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Monica Faheim (LSO#: 82213R)

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Tel: 416.597.6087

Lawyers for BRR Logistics Limited

TAB 3

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
)
JUSTICE KIMMEL)

MONDAY, THE 15TH
DAY OF APRIL, 2024

B E T W E E N:

(Court Seal)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

ORDER
(Stay Extension and WEPPA)

THIS MOTION, made by BRR Logistics Limited (the “**Company**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) was heard this day by video conference at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Michael Wakefield sworn April 9, 2024 and the exhibits thereto (the “**Wakefield Affidavit**”), and the Third Report of BDO Canada Limited (“**BDO**”) dated April 9, 2024 (the “**Third Report**”), in its capacity as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”), and on hearing the submissions of counsel for the Company and counsel for the Proposal Trustee, and those other parties present, no

one else appearing although duly served as appears from the Affidavit of Service of Shallon Garrafa, filed,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record of the Company are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service hereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Wakefield Affidavit or the Third Report, as applicable.

EXTENSION OF THE PROPOSAL PERIOD

3. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Company, including the stay of proceedings, is extended up to and including May 30, 2024.

WAGE EARNER PROTECTION PROGRAM ACT

4. **THIS COURT ORDERS** that for the purposes of subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act (Canada)*, S.C. 2005, c. 47, s. 1 (“**WEPPA**”), the Company meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, and the Company’s former employees whose employment was terminated during the prescribed eligibility period associated with the Company’s filing of a Notice of Intention to Make a Proposal on January 31, 2024 under the BIA are eligible, subject to section 9 of the

WEPPA, to receive payments in accordance with the WEPPA following the termination of their employment.

5. **THIS COURT ORDERS** that the Proposal Trustee is hereby authorized and directed to carry out its prescribed duties in accordance with section 21 of the WEPPA.

APPROVAL OF THE CONDUCT, ACTIONS AND FEES OF THE PROPOSAL TRUSTEE

6. **THIS COURT ORDERS** that the Second Report of the Proposal Trustee dated March 21, 2024 and the Third Report, and the conduct and activities of the Proposal Trustee described therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

7. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee up to and including April 3, 2024, as set out in the Third Report as well as the fee affidavit of Brent Warga sworn April 8, 2024, appended to the Third Report, be and are hereby approved.

8. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee's counsel, Aird & Berlis LLP, up to and including April 3, 2024, as set out in the Third Report as well as the fee affidavit of Ian Aversa sworn April 5, 2024, appended to the Third Report, be and are hereby approved.

SEALING

9. **THIS COURT ORDERS** that the Confidential Supplement to the Third Report shall be filed and kept confidential and under seal with the Court until the completion of these NOI proceedings and the discharge of the Proposal Trustee, or until further order of this Court.

GENERAL

10. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in these proceedings, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

11. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Company and the Proposal Trustee are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Company’s creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received

on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective 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 Company and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that each of the Company or the Proposal Trustee shall be at liberty and are 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.

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

(Signature of judge, officer or registrar)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

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

Proceeding Commenced at
Toronto

**ORDER
(STAY EXTENSION AND WEPPA)**

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
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Toronto ON M5H 3S1

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Lawyers for BRR Logistics Limited

TAB 4

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
JUSTICE KIMMEL)
MONDAY, THE 15TH
DAY OF APRIL, 2024

B E T W E E N:

(Court Seal)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

ORDER
(Platinum AVO)

THIS MOTION, made by BRR Logistics Limited (the “**Company**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) for an order, among other things: (i) approving the auction proposal dated March 19, 2024 (the “**Auction Proposal**”) delivered to the Company by Platinum Asset Services Inc. and Platinum Truck and Auto (together, “**Platinum**”) in respect of the sale of trailers, reefers, and residual material handling equipment of the Company listed at **Schedule “A”** hereto (collectively the “**Equipment**”) by way of auction; (ii) authorizing the Company to enter into an auction services agreement with Platinum in respect of the sale of the Equipment (the “**Auction Agreement**”); (iii) authorizing Platinum to conduct the auction, as referenced in, and in accordance with the terms of, the Auction Agreement (collectively, the “**Auction**”); and (iv) vesting in each purchaser at such Auction (each, a

“**Purchaser**”) the Company’s right, title and interest in and to the Equipment purchased by such respective Purchaser at the Auction (in each case, the “**Purchased Assets**”), free and clear of any claims and encumbrances, was heard this day by Zoom video conference at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Michael Wakefield sworn April 9, 2024 and the exhibits thereto (the “**Wakefield Affidavit**”), and the Third Report of BDO Canada Limited (“**BDO**”) dated April 9, 2024 (the “**Third Report**”), in its capacity as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”), and on hearing the submissions of counsel for the Company and counsel for the Proposal Trustee, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Shallon Garrafa, filed,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record of the Company is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service hereof.
2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Wakefield Affidavit or the Third Report, as applicable.

AGREEMENT WITH PLATINUM

3. **THIS COURT ORDERS** that the Company's engagement of Platinum pursuant to the Auction Proposal be and is hereby approved, and the Company is authorized and directed to enter into the Auction Agreement with Platinum for the Auction of the Equipment and take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Auction, including, without limitation, assisting Platinum with all matters related to the marketing and sale of the Equipment.

4. **THIS COURT ORDERS AND DECLARES** that the Auction is hereby approved, and upon Platinum completing a sale to a Purchaser at the Auction of one or more Purchased Assets, upon receipt by Platinum from such Purchaser of the purchase price determined at the Auction and upon delivery by Platinum to such Purchaser of a bill of sale or similar evidence of purchase and sale (each, a "**Purchaser Bill of Sale**"), all the Company's right, title and interest in and to the Purchased Assets purchased by such Purchaser at the Auction and described in such Purchaser's Bill of Sale shall vest absolutely in such Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the assignment in bankruptcy of the Company, and the appointment of a licensed insolvency trustee (in such capacity, the "**Trustee**") of the Company's bankrupt estate by the Office of the Superintendent of Bankruptcy; (ii) any encumbrances or charges created by the Order of Justice Conway dated

February 27, 2024 or any other Order of this Court in these proceedings; and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all the Claims affecting or relating to such Purchased Assets are hereby expunged and discharged as against such Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets payable to the Company from the Auction (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets sold at the Auction, and that from and after the delivery of a Purchaser’s Bill of Sale all Claims shall attach to such Net Proceeds from the sale of the Purchased Assets sold at the Auction and described in such Purchaser’s Bill of Sale with the same priority as they had with respect to such Purchased Assets immediately prior to their sale at the Auction, as if such Purchased Assets had not been sold at the Auction and remained in the possession or control of the person having that possession or control immediately prior to their sale at the Auction.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company,

the vesting of each of the Purchased Assets in its respective Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that is now or that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

7. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in these proceedings, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

8. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Company and the Proposal Trustee are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Company’s creditors or other interested parties at their

respective addresses as last shown on the records of the Company and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective 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 Company and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that each of the Company or the Proposal Trustee and any interested party shall be at liberty and are 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.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

(Signature of judge, officer or registrar)

SCHEDULE "A"
List of equipment

Attached.

BRR Logistics Limited
 Trailer & Reefer Summary
 Mar-24

Trailer Details										Reefer Details					
Unit #	Make	Length	Year	Alm Rims	Tank	Tailgate	Bulkhead	NewDoor	VIN	Mileage	Model	Description	Reefer Serial	Year in service	Run Hours
1201	Trailmobile Reefer 36'	36	2001	N	50	N	N		1PT01ANK419002263	can't read	X4-7500	Reefer Sales Inv# 18683 -Carrier Model 7500APX Year 2019	TAP91608254	2010	12,973
8201	Durabody 36 ft Reefer	36	2008	Y	100	N	N		2D9A1V5A581007092	422,070	X4-7500	2018 Carrier Model 7500APX VINTAE91565197	TAE91565197	2018	21,570
8202	Durabody 40 ft Reefer	36	2008	Y	100	Y	N		2D9A1V4A581007093	85,425	X4-7500	2016 Carrier 7500APX, VIN SAB91481540	SAB91481540	2016	29,813
9201	GREAT DANE	53	2010	Y	50	N	Y		1GRAA0627AW702203	14,431	X4-7500	Carrier 7500APX - Lease	UAN91669410	2021	12,129
9202	GREAT DANE	53	2010	Y	100	N	Y		1GRAA0627AW702204	382,569	X-2500A	Carrier 7500APX - Lease	UAR91674658	2021	9,776
9203	GREAT DANE	53	2010	Y	100	N	Y		1GRAA0627AW702205	can't read	X-2500A	Carrier 2500A w/Stealth VIN MAM91147333	MAM91147333	2009	53,787
9204	DURABODY	36	2009	Y	100	Y	N		2D9A1V5A4A1007681	No HubO	X4-7500	Carrier 2500A w/Stealth VIN MAM91147331	TAN91602027	2009	20,127
10201	DURABODY	40	2010	Y	50	Y	Y		2D9A1V4AXA1007931	328,000	X-2500A	Carrier 7500APX - Lease	UAN91669440	2021	7,930
10202	GREAT DANE	53	2010	Y	50	N	N		1GRAA0622BW701364	618,970	X4-7500	Carrier 7500APX - Lease	UAN91668888	2021	15,213
10203	GREAT DANE	53	2010	Y	100	N	Y		1GRAA0625BW701357	557,082	X4-7500	Carrier 7500APX - Lease	UAN91668568	2021	13,249
10204	GREAT DANE	53	2010	Y	50	N	Y	Y	1GRAA0620BW701363	203,768	X4-7500	Carrier 7500APX - Lease	UAN91668890	2021	7,961
10205	GREAT DANE	53	2010	Y	50	N	N		1GRAA0627BW701358	91,045		Removed - Now on 21250			
10206	GREAT DANE	53	2010	Y	100	N	N		1GRAA0625BW701360	80,444	X-2500A	2500A w/stealth MAT91168144	NAT91168144	2010	28,938
10207	GREAT DANE	53	2010	Y	50	N	Y	Y	1GRAA0629BW701359	can't read	X4-7500	Carrier 7500APX - Lease	UAN91668898	2021	14,130
10208	GREAT DANE	53	2010	Y	50	N	N		1GRAA0627BW701361	620,883	X4-7500	Carrier 7500APX - Lease	UAN91668559	2021	13,039
10209	GREAT DANE	53	2010	Y	50	N	N		1GRAA0629BW701362	341,845	X-2500A	Carrier 7500APX - Lease	UAN91668567	2021	12,198
10210	DURABODY	33	2010	Y	50	Y	N		2D9A1V5A9A1007935	No HubO	X-2500A	Carrier 7500APX - Lease	UAN91668558	2021	10,049
12201	Wabash	36	2013	Y	100	Y	Y		1JJV362B5DL769314	349,050	X-2500A	2500A w/stealth PAA91307679	PAA91307679	2012	47,159
21242	UTILITY	48	2002	N	100	N	Y	Y	1UYVS248X2M846001	734,330	2500APX	2014 Carrier 2500 APX VIN # PAT91365024	PAT91365024	2014	40,039
21243	UTILITY	48	2002	N	100	N	N	Y	1UYVS24812M846002	313,904	2500APX	2014 Carrier 2500 APX VIN # PAT91365021	PAT91365021	2014	43,628
21244	UTILITY	48	2002	N	50	N	Y	Y	1UYVS24832M846003	227,296	X4-7500	Carrier 7500APX - Lease	UAN91669439	2021	12,468
21245	UTILITY	48	2002	N	50	N	N		1UYVS24852M846004	525,434	X-2500A	2500A w/stealth New lift truck VIN #PAD91320081	PAD91320081	2013	46,766
21246	UTILITY	48	2002	N	100	N	Y		1UYVS24872M846005	245,443	X4-7500	Reefer Sales Inv# 18683 -Carrier Model 7500APX Year 2020	TAZ91638407	2020	16,318
21249	UTILITY	48	2002	N	100	Y	Y	Y	1UYVS24822M846008	251,813	X4-7500	Carrier 7500APX - Lease	UAN91668886	2021	11,291
21250	UTILITY	48	2002	N	50	N	Y	Y	1UYVS24842M846009	342,500	X-2500A	Carrier 7500APX - Lease	UAN91668563	2021	Need to Get
21255	UTILITY	48	2002	N	50	N	N	Y	1UYVS24882M846014	305,649	X4-7500	Carrier 7500APX - Lease	UAN91669134	2021	11,036
21257	UTILITY	48	2002	N	100	N	N		1UYVS24812M846016	125,705	X-2500A	2014 Carrier 2500 APX VIN # PAT91365038	PAT91365038	2015	46,867
51262	GREAT DANE	53	2006	Y	100	N	N		1GRAA06216W704343	313,582	7500APX	Reefer Sales - 2017 Carrier 7500APX - VIN#502031	SAH91502031	2017	27,846
51263	GREAT DANE	53	2006	Y	100	N	N		1GRAA06206W704348	310,362	7500APX	Reefer Sales - 2017 Carrier 7500APX - VIN#400245	SAH91501665	2017	25,853
51264	GREAT DANE	53	2006	Y	50	N	N		1GRAA06256W704345	198,954	X4-7500	Carrier 7500APX - Lease	UAJ91659252	2021	12,632
51266	GREAT DANE	53	2006	Y	100				1GRAA06296W704347	can't read	7500 APX	Reefer Sales - 2017 Carrier 7500APX - VIN#400190	SAH91501762	2017	26,677
51267	GREAT DANE	53	2006	Y	100	N	Y		1GRAA06216W704344	437,888	X4-7500	2014 Carrier 7500APX VIN #RAC91395675	RAC91395675	2015	35,561
51268	GREAT DANE	53	2006	Y	100	N	Y		1GRAA06226W704349	500,051	7500APX	2014 Carrier 7500APX VIN #RAE91400462	RAE91400462	2015	34,560

Location	Kept	Category	Year	Make	Assets	Model
Brampton	Warehouse	Pallet Truck	2013	Crown	Pallet Truck - Single in-rider	PR4500-60
Brampton	Warehouse	Pallet Truck	2017	Crown	Pallet Truck - Single in-rider	PR4500-60
Brampton	Warehouse	Pallet Truck	2017	Crown	Pallet Truck - Double in-rider	PR4500-60
Brampton	Warehouse	Lift Truck	2013	Crown	Reach Truck	RMD60955-32TT
Brampton	Warehouse	Lift Truck	2013	Crown	Reach Truck	RMD60955-32TT
Brampton	Warehouse	Lift Truck	2010	Crown	Reach Truck	RR5795-30
Brampton	Warehouse	Lift Truck	2013	Crown	Dock Stocker	RC5545
Brampton	Warehouse	Lift Truck	2014	Raymond	Dock Stocker	425-C40TT
Brampton	Warehouse	Accessory	2014	Cascade	Clamp - on the above Raymond	45D-CC3

Location	Kept	Category	Year	Voltage	Model	Serial Number	Equipment
Brampton	Warehouse	Battery	2020	36V	Deka	No serial	Raymond Dock Stocker
Brampton	Warehouse	Battery	2020	36V	Crown Battery	No serial	Crown Dock Stocker
Brampton	Warehouse	Battery	2020	36V	Crown Battery	No serial	Crown Reach
Brampton	Warehouse	Battery	2020	36V	Crown Battery	No serial	Crown Reach
Brampton	Warehouse	Battery	2020	36V	Crown Battery	No serial	Crown Reach
Brampton	Warehouse	Battery	2021	24V	Crown Battery	69782F1	Crown End Rider
Brampton	Warehouse	Battery	2021	24V	Crown Battery	69783F1	Crown End Rider
Brampton	Warehouse	Battery	2021	24V	Crown Battery	69784F1	Crown End Rider

Location	Kept	Category	Year	Make	Model	Voltage	Serial Number
Brampton	Warehouse	Charger		Energys	ES3-18-2000	48V	IH66798
Brampton	Warehouse	Charger		Energys	EH3-15-1	48V	MC168441
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-600	24/36V	2-10-0518-20040
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-601	24/36V	2-10-0518-20041
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-602	24/36V	2-10-0518-20042
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-603	24/36V	2-10-0518-20043
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-604	24/36V	2-10-0518-20048
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-605	24/36V	2-10-0518-20051
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-606	24/36V	2-10-0518-20053
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-607	24/36V	2-10-0518-20054
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-608	24/36V	2-10-0518-20055
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-609	24/36V	2-10-0518-20056
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-610	24/36V	2-10-0518-20059
Brampton	Warehouse	Charger		ACT Quantum	Q4-24/36-150-611	24/36V	2-10-0518-20060
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124655H
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124651H
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124653H
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124654H
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124650H
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124652H
Brampton	Warehouse	Charger		Power Charge	PC1HF-10KW 48V-480VAC	36V/24V	2312124656H

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
Toronto

ORDER
(PLATINUM AVO)

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IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
Toronto

MOTION RECORD
(RETURNABLE APRIL 15, 2024)

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