

Court File No. CV-22-00684833-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondent

MOTION RECORD

November 14, 2022

**BIRENBAUM, STEINBERG, LANDAU,
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Lawyers for Royal Bank of Canada

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

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MOTION RECORD

I N D E X

TAB

- 1 Notice of Motion
- 2 Affidavit of Marlene Ginn Nee Watt, sworn November 14, 2022, and exhibits thereto
- A Canadian Vehicle Lease and Service Agreement dated October 26, 2020, with three Schedules "A", dated respectively November 9, 2020, November 11, 2020, and March 18, 2021
- B Schedule "A" Lease Agreement between PACCAR and 1578342 Ontario Inc., dated July 7, 2017
- C Ontario Personal Property Security Act Registration Verification for 2018 Peterbilt 337 Single Axle Class 6 Straight Truck ("2018 Peterbilt), Vehicle Identification Number, 2NP2HM7X0JM466679, dated May 12, 2017

- D Ontario Personal Property Security Act Registration Verification for 2022 Kenworth T270 Class 6 Straight Truck (“Kenworth T270”), Vehicle Identification Number, 2NKHHM6H4NM980633, dated February 20, 2020
- E Ontario Personal Property Security Act Registration Verification for 2021 Kenworth T880 Class 8 Tandem-Axle Tractor (“Kenworth T880”), Vehicle Identification Number, 1XKZD40X4MJ972656, dated August 10, 2021
- F Ontario Personal Property Security Act Registration Amendment/Correction and Verification for 2018 Peterbilt, dated September 2, 2022
- G Ontario Personal Property Security Act Registration Amendment/Correction and Verification for 2021 Kenworth T880, dated September 2, 2022
- H Order of Honourable Madam Justice Dietrich appointing Fuller Landau Group LLP (“Fuller Landau”) as Receiver for Royal Bank of Canada, dated August 11, 2022
- I PACCAR’s *Bankruptcy and Insolvency Act* Form 31 Proof of Claim delivered to Cutler Forest Products Inc. (“Cutler”), dated September 7, 2022
- J Email from Laura-Ann Campbell of PACCAR to Joshua Sampson of Fuller Landau serving PACCAR’s Proof of Claim, dated September 7, 2022
- K First Report of Court-Appointed Receiver, Fuller Landau, of Cutler, dated October 4, 2022
- L Correspondence between counsels for PACCAR and counsel for Fuller Landau, dated between September 30, 2022 and November 7, 2022
- M Order of Honourable Justice Kimmel approving and vesting the sale transaction between the Receiver, Fuller Landau, and the Purchaser, Infinity Asset Solutions Inc., for the assets of the Debtor, Cutler, dated October 12, 2022

TAB 1

Court File No. CV-22-00684833-00CL

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondent

**NOTICE OF MOTION
(Returnable November 25, 2022)**

PACCAR Financial Services Ltd. (“Paccar”) will make a Motion to a Judge presiding over the Commercial List on **Friday, November 25, 2022, at 10:00 am**, or as soon after that time as the Motion can be heard at the Court House, located at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard

in writing under subrule 37.12.1(1) because it is (insert one of on consent, unopposed or made without notice);

in writing as an opposed motion under subrule 37.12.1(4);

orally.

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THE MOTION IS FOR:

1. An Order lifting the stay of proceedings for in and varying the Receivership Order of the Honourable Madam Justice Dietrich's dated August 4, 2022 (the "Receivership Order") pursuant to which the Fuller Landau Group Inc. was appointed Receiver over the assets, undertakings, and property of the Respondent to permit Paccar to seek recovery of the following three commercial trucks leased by it to the Respondent:
 - (i) a 2022 Kenworth T270 Class 6 Straight Truck bearing vehicle identification number 2NKHHM6H4NM980633;
 - (ii) a 2021 Kenworth T880 Class 8 Tandem-Axle Tractor bearing vehicle identification number 1XKZD40X4MJ972656; and
 - (iii) a 2018 Peterbilt 337 Single Axle Class 6 Straight Truck bearing vehicle identification number 2NP2HM7X0JM466679 (collectively the "trucks").
2. An Order that the Applicant, Royal Bank of Canada, and the Receiver deliver up possession of the trucks to Paccar.
3. An Order that the Applicant and Receiver pay rent, compensation and damages to Paccar from August 11, 2022, in the amount of \$23,919.98.
4. Costs on a substantial indemnity scale; and
5. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. Pursuant to a Canadian Vehicle Lease and Service Agreement dated October 26, 2020, and the three Schedules "A" attached thereto (dated respectively November 9, 2020, November 11, 2020 and March 18, 2021 and collectively described as the "Leases"), Paccar leased the three trucks to Cutler.

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2. The Leases are for a period of more than one year.
3. The Leases are “true” leases and do not secure payment or performance of an obligation.
4. The Fuller Landau Group Inc. was appointed Receiver over the assets, undertakings, and properties of the Respondent (“Cutler”) on August 4, 2022, and seized the trucks on or about August 11, 2022.
5. The Receiver and Applicant assert priority interests over the trucks on the basis of allegedly defective *Personal Property Security Act* registrations by Paccar.
6. The Receiver was appointed on behalf of the Applicant and not on behalf of the creditors generally.
7. Paccar asserts priority over any interests of the Receiver or the Applicant pursuant to the Leases and its registrations pursuant to *1231640 Ontario Inc., Re*, 2007 ONCA 810 and Part V of the PPSA.
8. Paccar’s interests as owner of the trucks are in priority to those of the Receiver and the Applicant.
9. Section 101 of the *Courts of Justice Act*, RSO 1990, c C43.
10. Section 1, 2, 2(a), 11, 20, 20(1), 30, 57.1 of the *Personal Property Security Act*, RSO 1990, c P10.
11. Rules 1.04, 2.01, 2.03, 37, 39, and 57 of the *Rules of Civil Procedure*, RRO 1990, Reg 194.
12. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

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1. The Affidavit of Marlene Ginn née Watt, sworn November 11, 2022; and
2. Such further and other material as counsel may advise and this Honourable Court may permit.

November 14, 2022

**BIRENBAUM, STEINBERG, LANDAU,
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in its capacity as Court-appointed Receiver of the Respondents

-5-

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IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

ROYAL BANK OF CANADA
Applicant

-and-

DISTINCT INFRASTRUCTURE GROUP INC., et al
Respondents

Court File No. CV-19-00615270-00CL

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

NOTICE OF MOTION
(Returnable November 25, 2022)

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Paccar Leasing Company Ltd.

TAB 2

Court File No. CV-22-00684833-00CL

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondent

AFFIDAVIT OF MARLENE GINN NÉE WATT

(Sworn November 11, 2022)

I, Marlene Ginn née Watt, of the City of Kitchener, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the General Manager of the moving party, PACCAR Leasing Company, a registered business name of PACCAR Financial Services Ltd. (“PACCAR”), and as such have knowledge of the matters to which I hereinafter depose. Where my evidence is based on information provided to me by others, I have so indicated, and I believe such information to be true.

Background

2. PACCAR is the owner and seeks recovery of two Class 6 and one Class 8 commercial trucks rented to Cutler Forest Products Inc. (“Cutler”) from the Receiver, Fuller Landau Group

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Inc. (the “Receiver”), appointed on behalf of Royal Bank of Canada (“RBC”), a secured creditor for Cutler; and compensation from the Receiver and RBC for the period in which the trucks have remained out of circulation.

The Lease

3. On October 22, 2020, PACCAR and Cutler entered into a Canadian Vehicle Lease and Service Agreement (the “VLSA”). Pursuant to that Agreement and the attendant Schedules A, PACCAR leased to Cutler the following vehicles on the following dates and the Schedules attached thereto:

<i>Description</i>	<i>Vehicle Identification Number</i>	<i>Lease Term</i>
1. Pursuant to a 3/18/2021 Schedule A, a 2022 Kenworth T270 Class 6 Straight Truck (“Kenworth T270”)	2NKHHM6H4NM980633	7 years
2. Pursuant to a 11/11/2020 Schedule A, a 2018 Peterbilt 337 Single Axle Class 6 Straight Truck (“Peterbilt 337”).	2NP2HM7X0JM466679	3 years
3. Pursuant to a 11/9/2020 Schedule A, a 2021 Kenworth T880 Class 8	1XKZD40X4MJ972656	7 years

Tandem-Axle Tractor

(“Kenworth T880”)

(collectively, the “leased vehicles”)

Attached to my Affidavit as **Exhibit “A”** is a true copy of the VLSA dated October 26, 2020, and the three Schedules “A” attached thereto (dated respectively November 9, 2020, November 11, 2020 and March 18, 2021)

4. As set out in the respective Schedule As, the leases were for a term of 36 months with respect to the Peterbilt 337, and for 84 months with respect to the Kenworth T880 and Kenworth T270.

5. The VLSA with respect to the leased vehicles commenced on delivery of the respective truck or 48 hours after Cutler was notified that the truck was available for delivery, whichever occurred first.

6. The VLSA continued for the term specified, unless terminated earlier as provided for by the VLSA.

7. Cutler agreed to pay the rental and other charges set out in the Schedule As. Cutler also agreed to pay Metrage Charges and Adjustments to Charges based on PACCAR’s cost of labour, parts, and supplies.

8. PACCAR was responsible for maintaining the trucks in good repair including furnishing all labour and parts which were required to keep the trucks in good operating condition.

9. As set out in clauses 4 and 5 of the VLSA, PACCAR was also responsible for furnishing road service for mechanical or tire failures.

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10. Pursuant to clause 6 of the VLSA, PACCAR was responsible for providing substitute vehicles if the trucks were rendered inoperable because of mechanical failure.

11. Clause 10(a) of the VLSA provides that the ownership of the leased vehicles at all times remains with the entity stated in the Schedule A for each vehicle. In this case, all three Schedule A list PACCAR Leasing Company as the owner of the vehicle.

12. The VLSA provide, in clause 10 (c) that PacLease as debtor to PLC has:

assigned and granted to PLC a security interest in this Agreement as chattel paper to secure payment of all money now or hereafter due from PacLease to PLC under certain agreements between them, including without limitation, the Franchise Equipment Lease Agreement, the Inventory Security Agreement and the Franchise Agreement. This assignment and grant of security interests are for collateral and security purposes only.

13. However, the VLSA was written contemplating the more prevalent situation where “PacLease” is a third party (usually a dealer) doing business with PLC. When there is no third party, PACCAR uses the same form of agreement.

14. As a matter of internal bookkeeping, the PACCAR Leasing Company registered business name “pays” PACCAR Financial Services Ltd. for the vehicles. However, there was never any financing agreement as between any PACCAR entity and Cutler.

15. Subject to the early termination provisions set out in clause 14 of the VLSA, Cutler was required to return the trucks to PACCAR free from all damage, and in the same condition as when received as required by clause 15.

16. Clause 14 of the VLSA states that “Paccar shall be under no obligation to sell any vehicle to customer. In the event of an early termination by Cutler, Cutler had no right to purchase or retain the vehicles. PACCAR had the following options:

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- a. PACCAR has the right to sell the vehicles, and Cutler would be required to pay any amount by which the net sales proceeds were less than the Early Termination Values (“ETV’s) set out in the VLSA.
 - b. PACCAR has the option to mutually agree with Cutler to sell Cutler the vehicles at the ETV set out in the Schedule. However, Paccar had no obligation to sell a truck to Cutler under any circumstances. The VLSA further states that if Paccar did choose to sell a truck to Cutler, the purchase price would, under no circumstances, be less than 20% of the Schedule A initial value.
 - c. PACCAR has the right to lease the truck to a third-party and Cutler remained liable for any reduction of rental income as a result.
17. In the event of an early termination by PACCAR, Cutler had the right but not the obligation to purchase the truck for cash at the ETV set out in the applicable Schedule A. This is the only scenario under the lease (PACCAR breaking the lease) which gives Cutler any right to purchase the trucks.
18. Cutler was not entitled to purchase any of the trucks at the end of the lease terms. Cutler was required to return the trucks to PACCAR at the expiry of the lease terms.
19. Prior to the lease with Cutler for the Peterbilt 337, PACCAR entered into a lease agreement on July 7, 2017 with 1578342 Ontario Inc. for a 73-month term. The Peterbilt 337 was returned to PACCAR prior to the end of the lease term, subject to PACCAR’s early termination clause. Attached to my Affidavit as **Exhibit “B”** is a true copy of the Schedules “A” lease agreement between PACCAR and 1578342 Ontario Inc. dated July 7, 2017.

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20. Clause 18 of the VLSA explicitly states that “Customer shall not have the right to transfer or sublet any of the leased Vehicle(s), or to assign, transfer, pledge or grant a security interest in this agreement or Customer’s interests hereunder, without PacLease’s prior written consent, nor shall Customer’s interests hereunder inure to the benefit of any trustee, receiver, creditor or successor of Customer or of its property, whether or not in bankruptcy, by operation of law, or otherwise...”

21. The rental payments and other charges made by Cutler during the lease terms were for the carefree use of the trucks. The ETVs represent PACCAR’s estimation of the market value of the trucks at the periods set out.

Paccar’s Personal Property Security Act Registrations

22. On May 12, 2017, PACCAR Leasing Company, the registered master business licence of PACCAR Financial Services Ltd., as a secured party registered a security interest in the Peterbilt 337 as against PACCAR Leasing Company, as business debtor, in the personal property security registry pursuant to the *Personal Property Security Act* (“PPSA”). The vehicle was leased to another business (not Cutler) several months later, and the registration was amended to show that business debtor. The truck was later leased again, to Cutler. Attached to this is my **Affidavit as Exhibit “C”** is a true copy of the of the Ontario PPSA Registration Verification dated May 12, 2017, in that regard.

23. On February 25, 2020, PACCAR Leasing Company, the registered master business license of PACCAR Financial Services Ltd. as a secured party registered a security interest in the Kenworth T880 as against PACCAR Leasing Company, as business debtor, in the personal property security registry pursuant to the *PPSA*. The registration was made anticipating that the truck would be rented to a number of third parties over its life as a rental vehicle. The vehicle was

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only later leased, to Cutler. Attached to this is my **Affidavit as Exhibit “D”** is a true copy of the Ontario PPSA Registration Verification dated February 20, 2020, in that regard.

24. On August 10, 2021, PACCAR Leasing Company, the registered master business license of PACCAR Financial Services Ltd. as a secured party registered a security interest in the Kenworth T270 as against PACCAR Leasing Company and Cutler Forest Products Inc., as business debtor, in the personal property security registry pursuant to the *PPSA*. Attached to this is my **Affidavit as Exhibit “E”** is a true copy of the Ontario PPSA Registration Verification dated August 10, 2021, in that regard.

25. PACCAR referenced the vehicle identification numbers in the registrations set out in Exhibits E, F and G.

26. On September 2, 2022, PACCAR amended its registrations for the Peterbilt 337 and Kenworth T880 to add Cutler as a business debtor. Attached to this my **Affidavit as Exhibit “F” and “G”**, respectively, are true copies of the Amendment/Correction and the Verification in that regard.

Appointment of Receiver on behalf of RBC

27. On August 4, 2022, the Honourable Madam Justice Dietrich appointed Fuller Landau as Receiver, without security “of all of the assets, undertakings and properties of the Debtor on the Application of RBC. Attached to this is my **Affidavit as Exhibit “H”** is a true copy of said Receivership order.

28. On August 11, 2022 Fuller Landau requested possession of the trucks from PACCAR. PACCAR returned the Peterbilt 337 and the Kenworth T270 but retained the Kenworth T880 which was due for service.

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29. On September 7, 2022, PACCAR filed a Proof of Claim as secured creditor with Fuller Landau in the amount of \$346,841.95 based on an estimated market value of the trucks of \$337,519.66, plus arrears of rent and repair orders in the amount of \$9,322.29. When PACCAR submitted its proof of claim, PACCAR took the position that it was “true lessor” of the trucks and asked the Receiver for their return. Attached to this my **Affidavit as Exhibits “I” and “J”** respectively are true copies of Paccar’s Proof of Claim dated September 7, 2022, and its cover letter sent by email to the Receiver.

30. Having reviewed the Receiver’s First Report to the court dated October 4, 2022, it is my understanding that Cutler owes RBC approximately \$4,372,009.31. Attached to this my **Affidavit as Exhibit “K”** is a true copy of the said First Report.

31. I further understand that pursuant to a General Security Agreement entered into between RBC and Cutler, Fuller Landau and RBC claim that RBC’s security interests in the trucks are in priority to PACCAR’s interests as owner and lessor.

32. Between September 30, 2022, and November 7, 2022, PACCAR’s lawyers sent correspondence to the Receiver’s counsel requesting that the trucks be returned to PACCAR. Attached to this my **Affidavit as Exhibit “L”** collectively, are true copies of correspondence between PACCAR’s lawyers and counsel for the Receiver in that regard.

33. On or about October 12, 2022, the Receiver received an Approval and Vesting Order with respect to the sale of Cutler’s assets. The trucks were excluded from that sale and order pending resolution of the priority and entitlement dispute as between PACCAR, Fuller Landau, and RBC. Attached to this my **Affidavit as Exhibit “M”** is a true copy of the said Approval and Vesting Order.


Relief Sought

34. PACCAR seeks an order lifting the stay of proceedings provided for in the initial Receivership Order to pursue recovery of its trucks, an order requiring the Receiver and RBC to deliver up possession of the trucks to Paccar, and compensation for the losses PACCAR has suffered while the trucks have been in the possession of the Receiver.

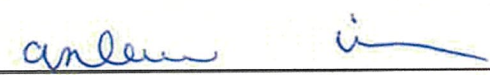
35. I swear this Affidavit in support of the relief sought in PACCAR’s motion and for no other, or improper purpose.

SWORN remotely by Marlene Ginn née Watt stated as being located in the City of Kitchener of the Province of Ontario before me at the City of Toronto of the Province of Ontario on November 11, 2022, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.





Commissioner for Taking Affidavits
LSO #85909J



MARLENE GINN NÉE WATT

This is Exhibit "A" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LD # 857070

Canadian Vehicle Lease and Service Agreement



This Agreement is made as of the 22 day of Oct, 2020 between
PACCAR Leasing Company,
 (hereinafter "PacLease"), and
CUTLER FOREST PRODUCTS INC. ,
 (hereinafter "Customer").

1. Vehicles Leased and Term

PacLease agrees to lease to Customer and Customer agrees to lease from PacLease the vehicle(s), trailers and related equipment [hereinafter "Vehicle(s)"] on any Schedule A executed by Customer and PacLease, and made part of this agreement. Execution of Schedule A shall constitute Customer authorization to PacLease to acquire the Vehicle(s). The Agreement shall commence with respect to each Vehicle when it is delivered to Customer at the address set-out for PacLease on the attached Schedule A or 48 hours after the date PacLease notifies Customer that the Vehicle is available for delivery, whichever occurs first, and shall continue for the term specified on the applicable Schedule A unless terminated earlier as provided herein.

2. Customer's Acceptance after Delivery

Acceptance of a Vehicle by Customer after delivery shall constitute Customer's acknowledgement that the Vehicle complies with the agreed upon specifications, unless Customer gives PacLease notice of noncompliance within forty-eight hours after obtaining physical possession. Any subsequent additions to or improvements in a Vehicle made thereafter at request of Customer and approved by PacLease shall be at the cost and expense of Customer and shall not be removed without the prior written approval of PacLease.

3. Charges

A. General Payment Terms

Customer agrees to pay PacLease all rental and other charges set forth in the applicable Schedule A covering such Vehicle(s) without deduction or set-off. The rental and other charges set forth on the applicable Schedule A do not include taxes now or hereafter imposed. Unless Customer notifies PacLease within ninety(90) days of the date of any invoice that any charge is incorrect, that invoice will be conclusively presumed to be correct. All fixed charges shall be invoiced by PacLease in advance and metrage and other charges provided herein in arrears. All payments shall be mailed to PacLease's address set out below, or at such other address as may be designated in writing from time to time. All rental and other charges shall be paid within ten (10) days from the invoice date. Customer agrees to pay a late charge of 1-1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1-1/2 percent per month.

B. Metrage Charges

Metrage shall be determined from hubodometer and/or odometer readings. If the hubodometer and/or odometer fails to function, which failure Customer shall immediately report to PacLease in writing, the metrage for the period during which the failure existed may be determined at PacLease's option from Customer trip records, or from the amount of fuel consumed and the kilometre per litre record of PacLease averaged for the previous thirty (30) days.

C. Adjustments to Charges

Charges provided for in this Agreement are based on PacLease's current cost of labour, parts and supplies, and Customer agrees that the fixed charge and metrage charge for each Vehicle (including any Metrage Guarantee charges) may be adjusted as of January 1 of each calendar year as follows: For each rise or fall of one percent (1 %) in the Canadian Consumer Price Index published by Statistics Canada (or such similar index as may be selected by PacLease and advised to Customer) during a time period which will be no less than the prior six months or no more than the prior eighteen months, each Vehicle fixed charge shall be adjusted by 0.5 percent and each Vehicle metrage, refrigerator (reefer rate) and all other usage based charges shall be adjusted by 1.0 percent.

4. Licenses, Permits and Related Fees and Taxes

A. Vehicle Licenses and U.S. Heavy Highway Vehicle Use Tax

In accordance with Schedule A, PacLease will pay for the provincial motor vehicle license and inspection fees for each Vehicle for the licensed weight for the province in which it is domiciled and pay the ad valorem tax and U.S. Heavy Highway Vehicle Use Tax for each Vehicle, exclusive of any For Hire taxes, tags or permits. Charges for taxes and license fees paid by PacLease that are in excess of amounts stipulated on Schedule A will be billed to the Customer. If PacLease and Customer agree to allow Customer to file and pay U.S. Heavy Highway Vehicle Use Tax on behalf of PacLease, Customer further agrees to provide to PacLease proof of payment of the tax.

B. Depreciation Deductions

Customer recognizes that either PacLease or PACCAR Leasing Company, a division of PACCAR Financial Services Ltd. (hereinafter, "PLC"), whichever is designated on Schedule A, is the owner of the Vehicle(s) and will be the sole beneficiary of any possible tax credit and/or depreciation with respect to the Vehicle(s) and that monthly lease payments are charges for use of the Vehicle(s) only. In the

Canadian Vehicle Lease and Service Agreement

event that any tax credits and/or depreciation deductions are lost, reduced or delayed due to any act or omission by Customer, Customer agrees to indemnify and hold the party claiming depreciation deductions harmless against any and all losses and/or additional tax liabilities incurred by such party, including any interest, penalties and additions to tax.

C. Fuel Permits and Related Taxes

PacLease shall, where permitted by law and upon Customer's request, apply for fuel tax permits, prepare and file fuel tax returns and pay the taxes imposed upon the purchase and consumption of such fuel by Customer's Vehicle(s), upon Customer providing PacLease with its trip records, fuel receipts or invoices, and other records or documents related to the use of the Vehicle as may be necessary for the preparation of the fuel tax returns. Customer agrees to submit driver trip records to PacLease within five (5) days of the completion of the trip. Customer shall reimburse PacLease for the amount of fuel taxes and permits. Customer shall also reimburse PacLease for any additional charges, assessments, tax or penalty or credit disallowed as a result of untimely or improper furnishing of such documents or information by Customer.

D. Other Special Taxes or Fees

Customer shall pay for any special license or pay any taxes required by the business of Customer and be responsible for any axle metrage taxes, tonne-kilometrage taxes (hereinafter referred to as "tonne-metragé"), highway or bridge tolls which may result from the operation of the Vehicle(s). Customer shall cause to be kept and make available to PacLease any necessary records relating to the use of the Vehicle(s) and pertaining to such taxes.

E. Adjustments for Changes in Taxes and Fees

Any increases in existing federal, provincial or local taxes, or license fees over the amounts of such taxes and fees in effect on the In-Service Date of any Vehicle leased hereunder, or any new federal, provincial, or local taxes, or license fees relating to any Vehicle leased hereunder shall also be paid by Customer to PacLease as incurred by PacLease unless otherwise specified herein. Any decreases in such amounts shall be credited by PacLease to Customer as the decreases become effective.

Customer's indemnities and liabilities under this Section 4 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

5. Maintenance and Repairs

A. PacLease's Responsibilities

PacLease shall provide oil, lubricants, grease, antifreeze, tires (excluding replacement tires for tire damage resulting from road hazards or underinflation), tubes and all other operating supplies (excluding diesel exhaust fluid (DEF)) and accessories necessary for the practical and efficient operation of Vehicle(s). PacLease shall maintain the leased Vehicle(s) in good repair, shall furnish all labour and parts which may be required to keep the Vehicle(s) in good operating condition, and shall furnish road service for mechanical or tire failure (excluding the failure resulting from road hazards or underinflation). PacLease also shall paint and letter the Vehicle(s) according to Customer's specifications at the time the Vehicle(s) is put into service, at a cost to Customer not to exceed the per vehicle amount designated on Schedule A

PacLease's maintenance and service obligations shall not extend to any loss or damage arising out of collision or upset, operation of the Vehicle(s) in a reckless, careless or abusive manner, operation of the Vehicle(s) in violation of the legal weight limit for the Province or State operated in or in excess of manufacturer's rated gross mass or theft or destruction by fire of a Vehicle(s).

B. Customer's Responsibilities

Customer agrees to return each Vehicle to PacLease's garage for a minimum of eight (8) hours for service, inspection, adjustments and repairs at such scheduled time as agreed upon by the parties. Customer shall allow PacLease to drive and/or road test any Vehicle(s) as PacLease may require from time to time. Customer shall require its drivers to submit a vehicle trip inspection report to PacLease on completion of each trip of each Vehicle. Customer agrees not to cause or permit Customer's drivers, employees or agents to make repairs or adjustments to Vehicle(s) or to tamper with the governors on any Vehicle(s) and in all cases of defect or failure when repairs are necessary to notify PacLease immediately giving a description of the repairs needed and the location of the Vehicle and to abide by PacLease's directions concerning emergency repair service. PacLease will not be responsible for any repair of or service to a Vehicle by a third party unless expressly authorized by PacLease.

6. Substitute and Additional Vehicles

A. Substitute Vehicles

PacLease shall furnish Customer a substitute Vehicle at no extra charge if a Vehicle is rendered inoperable because of mechanical failure. The substitute Vehicle shall be as close as practicable to the inoperable Vehicle's specifications, special paint, lettering and alteration excluded, and shall be provided to Customer at the inoperable Vehicle's location whenever possible. A substitute Vehicle, while used by Customer, shall be subject to the terms of this Agreement, and Customer shall return the substitute Vehicle to the facility from which it was provided upon notification that the inoperable Vehicle has been repaired or replaced. PacLease's failure to furnish a substitute Vehicle within a reasonable time where it is obligated to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. The abatement of such charges shall be the limit of PacLease's

Canadian Vehicle Lease and Service Agreement

liability for such a failure. While a Vehicle is out of service as the result of a cause for which PacLease is not obligated to provide a substitute Vehicle, PacLease will, at the request of Customer, rent Customer a replacement Vehicle, if available from PacLease's rental fleet, at a rental rate equal to the charges set forth in Section 6. B hereof. In such circumstances, irrespective of whether or not Customer rents a replacement Vehicle from PacLease, the charges applicable to the out-of-service Vehicle shall not abate.

PacLease shall have no obligation to provide a substitute Vehicle (a) if a Vehicle is inoperable because it (i) is out of service for ordinary maintenance and service; or (ii) is out of service because of damage resulting from collision, accident, Customer's misuse, abuse, or other breach of this Agreement; (b) if the Vehicle is specialized or carries a truck body not owned by PacLease; (c) if the Vehicle is stolen or converted; or (d) if the Vehicle is out of service for repair or maintenance of special equipment or accessories for which PacLease is not responsible.

B. Additional Vehicles

PacLease will use its best efforts to furnish additional Vehicle(s) during peak periods or whenever requested by Customer as availability permits. The rate charged for the rental of all additional Vehicle(s) not covered by this Agreement will be fifteen percent (15%) below PacLease's current short-term rental rates then applicable to the type of Vehicle rented.

7. Vehicle Operation and Driver Abuse

A. Vehicle Operation

Customer agrees to cause each Vehicle to be operated solely in the normal and ordinary course of Customer's business, in a safe and careful manner and in compliance with all applicable laws by a fully licensed driver employed by Customer. Customer's drivers shall at all times comply with the rules and requirements reasonably adopted by PacLease and shall also complete and sign all records required by PacLease. Customer shall indemnify and hold PacLease harmless from and against any and all fines, forfeiture, seizures, confiscations, penalties or damages (and reasonable legal fees and disbursements on a solicitor/client basis related thereto) arising out of Customer's possession, use and operation of the Vehicle(s) in violation of any law, regulation, ordinance or rule. The Vehicle(s) shall not be used by Customer beyond the limits of the continental United States and Canada without written consent of PacLease, and the Vehicle(s) shall not be used contrary to any applicable insurance coverage specified herein. Customer also agrees that whenever any Vehicle is operated or used with equipment not subject to this Agreement, such equipment will be in good operating condition.

B. Driver Abuse

Customer, upon receipt of a written complaint from PacLease specifying any reckless, careless, or abusive handling of the Vehicle(s), other incompetence or non-compliance with requirements by any driver, shall take corrective action up to and including removal of such driver and substitution of a competent driver. Customer shall, notwithstanding any other remedies of PacLease, reimburse PacLease in full for any loss and expense as a result of the operation of the Vehicle(s) by such individual, including any loss or expense arising prior to receipt of a written complaint from PacLease. Customer agrees to reimburse PacLease for damage to any Vehicle resulting from but not limited to: operating Vehicle with insufficient coolant or oil; driving Vehicle in areas of insufficient width or height such as low bridges, roofs, trees and signs; miring in mud, snow or sand, including towing expense; operating off a paved road; overloading beyond the load capacity shown on Schedule A; pushing or towing any Vehicle; glass damage; operating any Vehicle on a flat tire or a tire which does not contain sufficient air pressure; operation of any Vehicle by a driver who is in possession of or under the influence of alcohol or any drug that might impair the driver's ability; or operating any Vehicle in areas disrupted by mob or strike violence.

C. Driver Safety Program

Upon request from Customer, PacLease will assist Customer in establishing a driver education and safety program.

8. Insurance and Indemnification

A. Liability Insurance and Indemnification

A standard policy of automobile liability insurance (hereinafter "Liability Insurance") with limits specified on each Schedule A shall be furnished and maintained by the party designated on Schedule A. If PacLease is so designated, charges to Customer attributable to Liability Insurance shall be set forth on Schedule A. The insurance coverage will be written by a company approved by PacLease covering PacLease, Customer and PLC as insured for the ownership, maintenance, use or operation of the Vehicle(s) and any Vehicle being provided as a substitute therefore or as an extra Vehicle. Such policy shall provide that the coverage is primary and not additional or excess coverage over insurance otherwise available to either party. The party designated shall furnish to the other party and any other insured which so requests a certificate of insurance confirming compliance with this paragraph and confirming that coverage cannot be cancelled or materially altered without thirty (30) days prior written notice to all parties.

- (1) Should PacLease be obligated to provide Liability Insurance, PacLease shall have the right to terminate such coverage upon not less than thirty (30) days prior written notice to Customer. Any increases in insurance charges for Liability Insurance provided by PacLease shall be paid by Customer to PacLease as incurred by PacLease. In the event that PacLease terminates such Liability Insurance coverage for any reason, including Customer's refusal to accept an increase in charges for Liability Insurance approved by PacLease, Customer shall be obligated to procure and maintain Liability Insurance acceptable to PacLease in the limits set forth on Schedule A as of the effective date of termination of insurance. Customer shall provide PacLease with certificates confirming such coverage.
- (2) If Customer is obligated to procure and maintain Liability Insurance and fails to do so, or fails to furnish PacLease the required certificate of insurance, Customer shall indemnify and hold PacLease harmless from and against any claims or causes of action for death or injury

Canadian Vehicle Lease and Service Agreement

- D. **Accident Reporting**
Customer agrees to notify PacLease immediately by telephone upon the happening of any accident or collision involving a Vehicle and to cause the driver to make a detailed written report in person at the office of PacLease as soon as possible and to promptly render all other assistance to PacLease and the applicable insurer that is requested by either of them in investigating or defending all claims or suits.
- E. **Cargo Insurance and Losses**
Customer shall obtain any cargo insurance that Customer requires. Customer agrees to indemnify and hold PacLease harmless from any liability for loss or damage to any cargo or other property in or carried by any Vehicle, including consequential damages, and for any loss or damage to any other property of Customer, its agents or employees, left in or on a Vehicle at any time or place. The provisions of this paragraph shall survive termination or expiration of this Agreement.

9. Vehicle Loss, Theft or Destruction; Repair of Minor Damage

- A. **Loss, Destruction or Theft**
In the event any Vehicle is lost, stolen, destroyed, or damaged beyond repair, Customer shall not be relieved or released from any of its obligations and liabilities for any such Vehicle under this Agreement until such time as any amounts actually received by PacLease from insurance, or otherwise on Customer's behalf for such loss or damage, have been applied to eliminate or satisfy in their entirety Customer's obligations under this Agreement. Customer shall be liable to PacLease for any amount by which net proceeds of insurance (or other payment for such loss or damage) are less than the Early Termination Value set forth in Schedule A. If a Vehicle is lost or stolen and remains so for thirty (30) days after PacLease has been so notified, Customer shall then be obligated to pay PacLease the Early Termination Value as set forth in Schedule A. The lease as to that Vehicle will then terminate provided all charges for the Vehicle have been paid to that date, including without limitation all amounts due under this paragraph. PacLease has no obligation to provide a replacement Vehicle to Customer at the same lease rate set forth in the applicable Schedule A for a Vehicle that is lost, stolen, destroyed or damaged beyond repair. At Customer's request, PacLease will seek to provide a replacement Vehicle in accordance with Section 6.B.
- B. **Customer's Responsibility for Minor Damage**
In the event any Vehicle suffers minor damage, that is, damage which is less than five hundred dollars (\$500) to repair and Customer shall repair such damage within sixty (60) days of its occurrence, PacLease may repair the damage and Customer shall be obligated to immediately reimburse PacLease for the cost of such repairs.

10. Ownership Rights; Notice of Security Interest

- A. **Customer Payment Obligations to Owner**
Title to Vehicle(s) and ownership thereof shall at all times be and remain in either PacLease or PLC whichever is designated on Schedule A. In the event that PLC is the owner of the Vehicle(s), PacLease and Customer acknowledge that PLC is the owner of the Vehicle(s) subject to this Agreement and all of the rights and benefits of ownership pertaining to PacLease under this Agreement shall inure to the benefit of PLC. Customer further agrees, upon receipt of written notice by PLC, to make all lease payments under this Agreement directly to PLC at such address as may be designated in writing by PLC from time to time provided that, so long as the Customer is not in default hereunder, Customer shall and may quietly and peacefully have, hold, enjoy and possess each Vehicle appearing on Schedule A furnished hereunder subject to and in accordance with the provisions hereof.
- B. **Customer's Rights if PacLease Defaults**
In the event Customer receives such written notice of the assignment of the right to payment from PacLease to PLC, Customer shall still continue to look to PacLease for the performance of its obligations as PacLease hereunder, and in no event shall PLC become liable or responsible to perform any of the obligations imposed upon PacLease by this Agreement. If PacLease defaults under any of the provisions of this Agreement, and PLC is unable to assign PacLease's obligations to another PacLease franchisee acceptable to Customer, Customer may elect to promptly purchase for cash the Vehicle(s) then being leased under this Agreement for the Early Termination Value set forth in Schedule A, or Customer may elect to assume all of PacLease's obligations to PLC with respect to the Vehicle(s) listed on the appropriate Schedule A.
- C. **Notice of Security Interest/Collateral Assignment of Lease**
PacLease as debtor to PLC has assigned and granted PLC a security interest in this Agreement as chattel paper to secure payment of all money now or hereafter due from PacLease to PLC under certain agreements between them, including without limitation the Franchise Equipment Lease Agreement, the Inventory Security Agreement and the Franchise Agreement. This assignment and grant of security interest are for collateral and security purposes only.

11. Emission Control Equipment and Other Required Equipment

It is recognized that provincial and federal laws and regulations may from time to time require emission controls and equipment, or other equipment to be subsequently added to Vehicle(s). Where so required, the installation and the equipment shall be at the expense of the Customer, and the charge for maintenance or service of any such item or piece of equipment shall be added to the charge made hereunder. It is understood and agreed that the

Canadian Vehicle Lease and Service Agreement

to persons or loss or damage to property and demands, liabilities, and expenses of any kind (including without limitation legal fees and disbursements on a solicitor/client basis, fines and penalties) relating to or arising out of the ownership, maintenance, use or operation of any Vehicle, whether or not due in whole or in part to any act, omission or negligence of PacLease or any of its agents, representatives or employees, including Driver(s) or Other Personnel, and PacLease is authorized but not obligated to procure such Liability Insurance, without prejudice to any other remedy PacLease may have, and Customer shall pay PacLease, as additional rental, the amount of the insurance charges paid by PacLease.

In addition to any other agreements to indemnify set forth in this Agreement, Customer agrees to indemnify and hold PacLease harmless from and against any and all claims, causes of action, damages, demands, liabilities and expenses of any kind (including without limitation legal fees and disbursements on a solicitor/client basis, fines and penalties) relating to or arising out of the ownership, maintenance, possession, use, operation, control or storage of any Vehicle(s). The provisions of this paragraph shall survive expiration or termination of this Agreement. Nothing contained in Sections 7 (Vehicle Operation and Driver Abuse), or 8.E (Cargo Insurance and Losses) shall be construed to limit the provisions of this paragraph. Customer further agrees to indemnify and hold harmless PacLease for death or injury to Customer, Customer's employees, drivers or agents, arising out of the ownership, maintenance, use or operation of any Vehicle or substitute Vehicle.

If PacLease is designated on Schedule A to provide Liability Insurance, PacLease will, where required and permitted by law, upon request of Customer, file provincial certificates of Automobile Liability Insurance covering the Vehicle(s). Customer agrees to indemnify, defend, and save PacLease harmless from all claims, causes of action, suits and damages arising out of filing such documents for any Vehicle(s) other than leased Vehicle(s).

B. Physical Damage Insurance

The party so designated on Schedule A shall obtain physical damage insurance and shall pay for loss or damage to any Vehicle in accordance with the provisions of this Paragraph B.

- (1) In the event PacLease is designated, PacLease will pay for loss (including theft) or damage to each Vehicle in excess of the deductible amount specified on Schedule A except for any willful damage to any Vehicle arising out of or in connection with any labour dispute; conversion of any Vehicles by an agent or employee of Customer which shall not be considered theft within the terms of this provision; or any loss by theft of tools, tarpaulins, accessories, spare tires and other such items. In addition, if PacLease provides physical damage insurance, charges to Customer attributable to physical damage insurance shall be set forth in Schedule A. Any increases in charges for physical damage insurance provided by PacLease shall be paid by Customer to PacLease.

Customer shall pay up to the amount specified on Schedule A as deductible, for loss or damage to any Vehicle, including related expenses from each occurrence and shall pay for all loss or damage to any Vehicle resulting from any of the perils specifically not assumed by PacLease herein.

Upon not less than thirty (30) days prior written notice to Customer, PacLease shall have the right to terminate any physical damage insurance coverage procured and maintained by PacLease and require Customer to procure and maintain physical damage coverage as set forth herein, and the insurance charge shall be adjusted accordingly.

- (2) In the event Customer is so designated on Schedule A, Customer agrees to obtain physical damage insurance acceptable to PacLease with PacLease and PLC as loss payees. Such policy must have a deductible amount not to exceed the amount specified on Schedule A. Customer further agrees to furnish PacLease with a certificate of insurance confirming compliance with this paragraph, and providing that coverage cannot be cancelled or materially altered without thirty (30) days prior notice to all parties.

If Customer is obligated to maintain physical damage insurance and fails to do so, or fails to furnish PacLease the required insurance certificate, Customer agrees to assume the risk of loss or damage to any Vehicle and to reimburse PacLease for all its losses (including theft), costs and expenses resulting from loss or damage to Vehicles, any Vehicle being used as a substitute therefor and any extra or additional Vehicle whether or not due in whole or in part to any act, omission or negligence of PacLease, and PacLease is authorized, but not obligated, to procure such physical damage insurance, without prejudice to any other remedy PacLease may have, and Customer shall pay PacLease, as additional rental, the amount of the insurance charges paid by PacLease. Customer's liability hereunder for any Vehicle shall not exceed the amount set out in Section 9 of this Agreement.

C. Use and Operation of Vehicles

PacLease and PLC do not, by being named as additional Insured under Liability and Property Damage Insurance obtained by Customer, incur any liability or responsibility for, or assume any dominion or control over, the use and operation of Vehicles leased hereunder. Customer agrees to notify each and every person driving the Vehicle(s) that none are operated under the direction and control of PacLease and that the driver is not an employee of PacLease. Customer further agrees that if Customer subleases or in any way loses exclusive possession of, and control over, any Vehicle provided under this Agreement, any insurance provided by PacLease shall become null and void for that Vehicle.

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Customer as the operator of the Vehicle(s) assumes responsibility for such controls and equipment or installation thereof. Customer shall determine what equipment is required by Customer under applicable law. When installed, such equipment shall become the property of PacLease, PLC or other party, whichever is designated as the owner of the Vehicle on the applicable Schedule A.

12. Warranty

PacLease expressly warrants all repairs and maintenance service performed by it upon each Vehicle to be free from defects in workmanship during the term of this Agreement. The exclusive remedy of Customer from breach of said warranty shall be the repair of any defective workmanship by PacLease. In no event shall PacLease be liable for incidental, consequential, or other damages, including but not limited to, legal fees on a solicitor/client basis, expenses or damages for delays or loss of cargo or injury to persons or property.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF PACLEASE

13. Disclaimer of Warranty or Other Contractual Liability; Customer Rights Under Manufacturer's Warranty

Customer acknowledges that PacLease is not the manufacturer, designer or vendor of any Vehicle and that PacLease MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN OR CONDITION, THE MERCHANTABILITY OF A VEHICLE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. PacLease shall not be liable for any direct, indirect, incidental or consequential damages or losses resulting from Customer's operation or use of any Vehicle including, but not limited to, loss of profits or other commercial loss. In addition, Customer agrees it will not set up any such claims as defence, counterclaim or set off against any obligations it has assumed under the terms of this Agreement. PacLease shall not be responsible for any loss, damage or claim caused by or attributable to any defect or deficiency in any Vehicle whether arising out of a Vehicle's manufacture, design, maintenance or otherwise.

14. Early Termination

A. Notice Required

Either party may terminate the lease of any Vehicle prior to expiration of its term on any anniversary date of its delivery date, other than the anniversary date on which the lease term expires, by giving to the other party at least sixty (60) days prior written notice of its intent to do so.

B. Termination by Customer

In the event this Agreement is terminated by Customer prior to the full term as to any Vehicle(s) listed in Schedule A (and PacLease is not in default under this Agreement), PacLease shall have the right to sell Vehicle(s) at such price as may be obtainable, and Customer shall be liable to PacLease for any amount by which the net sales proceeds of disposition are less than the Early Termination Value as set forth in Schedule A. PacLease and Customer may mutually agree on the sale of Vehicle(s) to the Customer at the Early Termination Value as set forth in Schedule A. However, PacLease shall be under no obligation to sell any Vehicle to Customer. In no event shall the purchase price to Customer be less than twenty percent (20%) of the Schedule A initial value of such Vehicle(s). In addition to the Early Termination Value set forth in Schedule A, Customer will pay personal property taxes, federal highway vehicle use taxes, any sales, use or transfer taxes, or fees and other prepaid expenses previously paid by PacLease for each Vehicle, prorated to the date of sale. In the alternative, PacLease also shall have the right to lease such Vehicle(s) to a third party and Customer shall be liable to PacLease for any reduction of rental income under the new leases.

C. Termination by PacLease

In the event this Agreement is terminated by PacLease prior to the full term as to any Vehicle(s) listed in Schedule A (and Customer is not in default under this Agreement), Customer shall have the right but not the obligation to purchase any Vehicle for cash at the Early Termination Value as set forth in Schedule A.

15. Return of Vehicle(s)

Upon the expiration or termination of this Agreement with respect to any Vehicle(s), Customer shall return any such Vehicle(s) to PacLease at the location designated on the applicable Schedule A, or any other location reasonably designated by PacLease, free from all damage and in the same condition and appearance as when received (normal wear and tear excepted). Cracked or broken frames, window glass or sheet metal damage and other damaged items shall be the responsibility of the Customer. Upholstery, seat covers and door panels shall not be torn, or open at the seams. All equipment, accessories and components provided by or owned by PacLease shall be on the Vehicle(s) and operational. For the time period the Vehicle is kept after expiration of the lease, rent at PacLease's then current rental rate shall be charged to the Customer if return of Vehicle(s) is delayed beyond the expiration of the lease term.

Canadian Vehicle Lease and Service Agreement

16. Default

If Customer fails to pay promptly any rental payment or other amounts owing when due or fails to furnish and pay the charges for insurance provided in Section 8 or if any proceeding or case is instituted by or against Customer under any provisions of the federal bankruptcy law or any provincial insolvency law or for the appointment of a receiver, or if Customer makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the federal or provincial law, or if Customer breaches any provision of this Agreement, or if in any proceeding in which Customer is involved any execution, writ, or process is obtained whereby any Vehicle(s) may be taken or confiscated then Customer shall be in default under this Agreement. In the event of any such default, PacLease shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any one or all of the following remedies, and Customer shall be liable for all costs and expenses incurred by PacLease in pursuing such remedies, including reasonable legal fees on a solicitor/client basis:

A. Termination of the Agreement

Without notice to Customer, PacLease, at its option, may terminate this Agreement as to any Vehicle(s), and all rental payments or other amounts owing, including, without limitation, all future rental payments under this Agreement, shall become immediately due and payable;

B. Vehicle Repossession

PacLease or its representative may enter the premises where any Vehicle is located, take possession of and remove it with or without legal process or notice to Customer. In the event PacLease takes possession of or retains any Vehicle, and there shall at the time of such taking or retention be in, upon, or attached to, such Vehicle any other property, goods or things of value belonging to Customer or in the custody or control of Customer, PacLease is authorized to take possession of and remove it with or without legal process or notice to Customer and PacLease will use reasonable care in protecting such property from loss or damage;

C. Disposition of Vehicles

Without relieving Customer from any of its obligations hereunder or waiving any of PacLease's rights, PacLease shall have the right to hold, lease or sell any Vehicle(s) at such time, place and in such manner and at such price and on such other terms as PacLease may deem appropriate. PacLease shall have the right to require the Customer to purchase any Vehicle(s) (but only in the event of default by Customer) for cash at the Early Termination Value as set forth in Schedule A. In no event shall the purchase price to Customer be less than twenty percent (20%) of the Schedule A initial value of each Vehicle. In addition to the Schedule A value, Customer will pay personal property taxes, federal highway vehicle use taxes, sales, use or transfer taxes or fees and other prepaid expenses previously paid by PacLease for any Vehicle, prorated to the date of sale. In the event the Customer is unwilling or unable to purchase any such Vehicle(s), and any such Vehicle (s) are sold to a third party, Customer shall be liable to PacLease for any amount by which the net sale proceeds of such disposition are less than the Early Termination Value as set forth in Schedule A. If any such Vehicle(s) are leased to a third party, Customer shall be liable to PacLease for any reduction of rental income under the new leases.

17. Force Majeure

PacLease shall incur no liability to Customer, except as set forth herein for failure to supply any Vehicle, provide a substitute Vehicle, repair or maintain any Vehicle, or provide fuel for any Vehicle, if prevented by any national emergency, war, riot, fire, labour dispute, federal, provincial or local law, regulation or ordinance, shortage (local or national), or fuel allocation program, or any other cause beyond PacLease's reasonable control whether existing now or hereafter. If Customer is required to secure any other Vehicle during such a period, PacLease shall not be liable for charges to Customer for such other Vehicle. If PacLease's inability to perform maintenance on any Vehicle(s) under such conditions continues for more than sixty (60) days, then charges applicable to the maintenance services provided under this Agreement shall abate until PacLease is able to perform such maintenance or the Customer at its option can exercise the rights set out in Section 10.B. of this Agreement.

18. Transfer of Vehicle(s) or Assignment of Lease

Customer shall not have the right to transfer or sublet any of the leased Vehicle(s), or to assign, transfer, pledge or grant a security interest in this agreement or Customer's interests hereunder, without PacLease's prior written consent, nor shall Customer's interests hereunder inure to the benefit of any trustee, receiver, creditor or successor of Customer or of its property, whether or not in bankruptcy, by operation of law, or otherwise. Customer shall promptly notify PacLease in writing prior to any substantial changes in ownership or any material disposition of the assets of Customer's business. PacLease shall not unreasonably withhold consent for the transfer or assigning of Vehicle(s) to affiliates or subsidiaries of Customer; provided that (i) such affiliates or subsidiaries assume all the terms and conditions of this Agreement as to the transferred or assigned Vehicle(s); and (ii) Customer remains obligated under the terms of this Agreement for such Vehicle(s)

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19. Financial Information

Customer agrees to provide PacLease with its most recent annual financial statements and other financial information requested from time to time.

20. Savings Clause

If any provision of this Agreement is invalid under the laws of any province when used, such provision shall be deemed not to be a part of this Agreement in such province, but shall not invalidate any other provision hereof.

21. Notices

All notices provided for herein shall be in writing and mailed to PacLease and Customer at the addresses given below or such other address designated in writing by either party.

22. Entire Agreement; Binding Effect

This Agreement contains the entire Agreement and understanding between the parties and its terms shall not be construed as altered by any verbal agreement or informal writing, nor by failure to insist upon performance or failure to exercise any right or privilege and may only be modified by written endorsement hereon or amendment hereto, or additional Schedule A's made a part hereof, duly executed by both parties. This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns.

23. Language

The present contract as well as all schedules and annexes forming an integral part hereof have been drawn up in the English language at the specific request of all parties hereto.

Le présent contrat ainsi que tous les cédules et annexes jointes ont été rédigées en langue anglaise à la demande expresse de toutes les parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated above.

PACCAR Leasing Company,
8465 Van Deemter Court, Mississauga, Ontario

(PACLEASE)
Not signed by:

Olen Hunter

(SIGNATURE)

Olen Hunter Director of Operations
(PRINT NAME/TITLE OF SIGNING AUTHORITY)

11/10/2020

(DATE SIGNED)

CUTLER FOREST PRODUCTS INC.,
81A ROYAL GROUP CRES, VAUGHAN, Ontario

(CUSTOMER)

H. Krawitz
(SIGNATURE)

HAROLD KRAWITZ
(PRINT NAME/TITLE OF SIGNING AUTHORITY)

OCT-26/2020
(DATE SIGNED)

Amendment to Canadian Vehicle Lease and Service Agreement



This is an Amendment to the Canadian Vehicle Lease and Service Agreement (the "Lease"), dated October 22, 2020, between PACCAR Leasing Company, a division of PACCAR Financial Services Ltd. ("PacLease") and CUTLER FOREST PRODUCTS INC. ("Customer").

The parties agree to amend the Lease as follows:

The second sentence of Section 4.B. of the Lease Agreement is amended to read:

In the event that any tax credits and/or depreciation deductions are lost, reduced or delayed due to any contrary tax position taken by Customer, Customer agrees to indemnify and hold the party claiming depreciation deductions harmless against any and all losses and/or additional tax liabilities incurred by such party, including any interest, penalties and additions to tax.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

PACLEASE:

CUSTOMER:

PACCAR Leasing Company

CUTLER FOREST PRODUCTS INC.

DocuSigned by:

Olen Hunter

[Handwritten Signature]

(SIGNATURE)

(SIGNATURE)

Olen Hunter Director of Operations

HAROLD KRANITZ

(PRINT NAME/TITLE OF SIGNING AUTHORITY)

(PRINT NAME/TITLE OF SIGNING AUTHORITY)

11/10/2020

2020/10/28

(DATE SIGNED)

(DATE SIGNED)



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "PacLease") and CUTLER FOREST PRODUCTS INC. (hereinafter "Customer")

Schedule No. 102220-3514REF1
 Lease Dated 2020/10/22
 Location PACCAR Leasing Company

SCHEDULE A
 Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION					SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GVW and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axles	
							Front	Rear
1	2018	Peterbilt 337 Single Axle Straight Truck	15000	11000	PACCAR PX-7 251-350 HP	Allison 2500RDS	Dana Spicer 12,000	Dana Spicer 21,000 Single (4X2)

LEASE TERMS							ETVs		LEASE SERVICES			
Term In Mons.	Fixed Charge (\$) Per Month	Consumer Price Index	Payment Timing	Mileage Rate (\$) Per KM	Reefer Rate (\$)		Schedule "A" Original Value (\$)	Mo	%	Service	Party Responsible	Amount Included
					Reefer	Standby						
36	\$1,699.00	0.000	Monthly In Advance	\$0.0890	\$0.000	\$0.000	\$97,180.75	12	83.49%	FHVUT	Customer	\$0.00
								24	61.16%	Fuel Tax Reporting	Customer	\$0.00
								36	Return to PacLease	Liability Insurance	Customer	\$0.00
										Local Sales Tax	Customer	\$0.00
										Permitting	Customer	\$0.00
										Physical Damage Insurance	Customer	\$0.00
										Regional Sales Tax	Customer	\$0.00
										Repainting & Relettering	Customer	\$0.00
										Substitute Vehicles	Paclease	Included
										Vehicle Washing	Customer	0

3514

Base State of Licensing: Ontario
 Prorated States: ON

Release Data: 100620.1

Customer Initials: HF/C Date: 2020/10/26

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$59 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Fixed Charge Per Month
\$50.00	\$1.30

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.25% as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$10.14.

3. Insurance	
Liability	
Responsibility	Customer
Combined Single Limits	\$1,000,000.00 Per Occurrence
Excess or Umbrella	\$0.00 Per Occurrence
Physical Damage Insurance	
Responsibility	Customer
Maximum Deductible(s):	\$2,500.00 Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

81A ROYAL GROUP CRES
VAUGHAN
Ontario, Canada, L4H 1X9

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:

PACCAR Leasing Company
119 East Drive
Brampton, Ontario, Canada, L6T 1B5

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).

PACCAR Leasing Company

(PacLease)

(Signature)

(Print Name & Title of Signing Authority)

(Date Signed)

7. Mileage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 45,000 km within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Mileage Rate per km should be made for actual kilometres operated. A settlement of the mileage guarantee will be made at the end of each Guarantee Period as follows:

If kilometres actually operated during the period are less than the kilometres guaranteed, Customer will be billed by PacLease and Customer shall promptly pay to PacLease an amount equal to the difference between the number of kilometres guaranteed and the number of kilometres operated during the period, multiplied by the Under Mileage rate of \$0.1000 per km.

8. Maximum mileage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 55,000 kilometres within each 12 month period during which it is under lease. If kilometres actually operated during the period are more than the kilometres specified above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of kilometres specified and the number of kilometres operated during the period, multiplied by the over mileage rate specified below. The Over Mileage rate shall be \$0.1000 per kilometre, in addition to the then current mileage rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.020 per engine running hour and \$0.000 per standby hour, in addition to the then current hourly rate(s).

10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or PacLease. This Schedule A (including Pages 1 of 2) is hereby made a part of the certain Agreement entered into between the parties as of the 22 day of 10,2020.

11. At the time of vehicle in-service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants PacLease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

CUTLER FOREST PRODUCTS INC.

(Customer)

(Signature)

(Print Name & Title of Signing Authority)

(Date Signed)



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "PacLease") and CUTLER FOREST PRODUCTS INC. (hereinafter "Customer")

Schedule No. 102220-T880
 Lease Dated 2020/10/22
 Location PACCAR Leasing Company

SCHEDULE A

Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION					SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GVW and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axles	
							Front	Rear
1	2021	Kenworth T880 Tandem-Axle Tractor Tractor	60600	63500	Cummins X15 500 HP+	Eaton Ultrashift Plus	Meritor 14,600	Meritor 46,000 Tandem(6X4)

LEASE TERMS								ETVs		LEASE SERVICES		
Term In Mons.	Fixed Charge (\$) Per Month	Consumer Price Index	Payment Timing	Mileage Rate (\$) Per KM	Reefer Rate (\$)		Schedule "A" Original Value (\$)	Mo	%	Service	Party Responsible	Amount Included
					Reefer	Standby						
84	\$2,250.00	0.000	Monthly In Advance	\$0.0990	\$0.000	\$0.000	\$173,216.50	12	96.41%	FHVUT	Customer	\$0.00
								24	86.71%	Fuel Tax Reporting	Customer	\$0.00
								36	76.19%	IFTA Registration	Customer	\$0.00
								48	64.91%	Liability Insurance	Customer	\$0.00
								60	52.92%	Local Sales Tax	Customer	\$0.00
								72	40.25%	Permitting	Customer	\$0.00
								84	Return to PacLease	Physical Damage Insurance	Customer	\$0.00
										Regional Sales Tax	Customer	\$0.00
										Repainting & Relettering	Customer	\$0.00
										Substitute Vehicles	Paclease	Included
										Vehicle Washing	Customer	0

3718

Base State of Licensing: Ontario
 Prorated States: ON

Release Data: 100620.1

Customer Initials: HFAR Date: 2020/10/26

Schedule No. 102220-T880

Page 2 of 2

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Fixed Charge Per Month
\$50.00	\$1.30

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.25% as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$18.07.

3. Insurance	
Liability Responsibility	Customer
Combined Single Limits	\$1,000,000.00 Per Occurrence
Excess or Umbrella	\$0.00 Per Occurrence

<u>Physical Damage Insurance</u>	
Responsibility	Customer
Maximum Deductible(s):	\$2,500.00 Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

81A ROYAL GROUP CRES
VAUGHAN
Ontario, Canada, L4H 1X9

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:

PACCAR Leasing Company
6465 Van D'Amier Court
Mississauga, Ontario, Canada, L5T 1S1

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).

PACCAR Leasing Company

(PacLease)

(Signature)
/ /

(Print Name & Title of Signing Authority)

(Date Signed)

7. Mileage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 45,000 km within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Mileage Rate per km should be made for actual kilometres operated. A settlement of the mileage guarantee will be made at the end of each Guarantee Period as follows:

If kilometres actually operated during the period are less than the kilometres guaranteed, Customer will be billed by PacLease and Customer shall promptly pay to PacLease an amount equal to the difference between the number of kilometres guaranteed and the number of kilometres operated during the period, multiplied by the Under Metrage rate of \$0.1000 per km.

8. Maximum mileage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 55,000 kilometres within each 12 month period during which it is under lease. If kilometres actually operated during the period are more than the kilometres specified above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of kilometres specified and the number of kilometres operated during the period, multiplied by the over kilometres rate specified below. The Over Mileage rate shall be \$0.1000 per kilometre, in addition to the then current mileage rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.000 per engine running hour and \$0.000 per standby hour, in addition to the then current hourly rate(s).

10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or PacLease. This Schedule A (including Pages 1 of 2) is hereby made a part of the certain Agreement entered into between the parties as of the 22 day of 10,2020.

11. At the time of vehicle in-service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants PacLease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

CUTLER FOREST PRODUCTS INC.

(Customer)

(Signature)
Harold Kraus

(Print Name & Title of Signing Authority)
Harold Kraus

(Date Signed)
2020/10/26

DocuSign Envelope ID: 35EB6823-ADAE-4636-B15A-A0A69F07FE7A



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "PacLease") and CUTLER FOREST PRODUCTS INC. (hereinafter "Customer")

Schedule No. 102220-T270CH
 Lease Dated 2020/10/22
 Location PACCAR Leasing Company

SCHEDULE A
 Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION					SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GVW and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axles	
							Front	Rear
1	2021	Kenworth T270 S/A Truck Straight Truck	11000	11000	PACCAR PX-7 251-350 HP	Allison 2500RDS	Meritor 12,500	Meritor 21,000 Single(4X2)

LEASE TERMS								ETVs		LEASE SERVICES		
Term in Mons.	Fixed Charge (\$ Per Month)	Consumer Price Index	Payment Timing	Mileage Rate (\$ Per KM)	Reefer Rate (\$)		Schedule "A" Original Value (\$)	Mo	%	Service	Party Responsible	Amount Included
					Reefer	Standby						
84	\$1,380.00	0.000	Monthly In Advance	\$0.0790	\$0.000	\$0.000	\$98,687.09	12	96.02%			
								24	85.94%	FHVUT	Customer	\$0.00
								36	75.02%	Fuel Tax Reporting	Customer	\$0.00
								48	63.31%	Liability Insurance	Customer	\$0.00
								60	50.87%	Local Sales Tax	Customer	\$0.00
								72	37.72%	Permitting	Customer	\$0.00
								84	Return to PacLease	Physical Damage Insurance	Customer	\$0.00
										Regional Sales Tax	Customer	\$0.00
										Repainting & Relettering	Customer	\$0.00
										Substitute Vehicles	Customer	\$0.00
										Vehicle Washing	Customer	0

This is for a T270 Chassis only. Customer to furnish the cost of transferring the flatbed.

3734

Base State of Licensing: Ontario
 Prorated States: ON

Release Data: 100620.1

Customer Initials: HFK Date: 2020/10/26

DocuSign Envelope ID: 35EB6823-ADAE-4636-B15A-A0A69F07FE7A

Schedule No. 102220-T270CH

Page 2 of 2

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Fixed Charge Per Month
\$50.00	\$1.30

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.25% as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$10.30.

3. Insurance

Liability Responsibility	Customer
Combined Single Limits Excess or Umbrella	\$1,000,000.00 Per Occurrence \$0.00 Per Occurrence
Physical Damage Insurance Responsibility	Customer
Maximum Deductible(s):	\$2,500.00 Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

81 Royal Group Crescent
Vaughan
Ontario, Canada, L4H 1X9

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:

PACCAR Leasing Company
6465 Van Deemter Court
Mississauga, Ontario, Canada, L5T 1S1

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).

PACCAR Leasing Company

(PacLease) DocuSigned by:
Mike Willey
(Signature) E3ECF3040572456...
Mike Willey Assistant General Manager
(Print Name & Title of Signing Authority)
3/5/2021
(Date Signed)

7. Mileage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 45,000 km within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Mileage Rate per km should be made for actual kilometers operated. A settlement of the mileage guarantee will be made at the end of each Guarantee Period as follows:
If kilometers actually operated during the period are less than the kilometers guaranteed, Customer will be billed by PacLease and Customer shall promptly pay to PacLease an amount equal to the difference between the number of kilometers guaranteed and the number of kilometers operated during the period, multiplied by the Under Mileage rate of \$0.1000 per km.

8. Maximum mileage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 55,000 kilometers within each 12 month period during which it is under lease. If kilometers actually operated during the period are more than the kilometers specified above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of kilometers specified and the number of kilometers operated during the period, multiplied by the over mileage rate specified below. The Over Mileage rate shall be \$0.1000 per kilometre, in addition to the then current mileage rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.000 per engine running hour and \$0.000 per standby hour, in addition to the then current hourly rate(s).

10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or PacLease. This Schedule A (including Pages 1 of 2) is hereby made a part of the certain Agreement entered into between the parties as of the 22 day of 10,2020.

11. At the time of vehicle In-service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants PacLease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

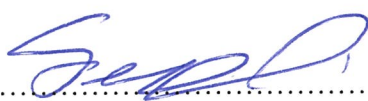
12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

CUTLER FOREST PRODUCTS INC.

(Customer) [Signature]
(Signature)
HAROLD STANLEY KRAVITZ
(Print Name & Title of Signing Authority)
2020/10/26
(Date Signed)

This is Exhibit "B" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022


.....
A Commissioner for Taking Affidavits
USO # 854040



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "PacLease") and 1578342 ONTARIO INC (hereinafter "Customer")

Schedule No. 042-SOL337hyd2017-1
 Lease Dated 07/07/2017
 Location PACCAR Leasing Company

SCHEDULE A
 Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION					SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GVW and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axles	
							Front	Rear
1	2018	Peterbilt 337 Truck	15,000	15,000	PACCAR PX-7 201-250 HP	Allison 2500RDS	Dana Spicer 12,000	Dana Spicer 21,000 Single (4X4)

LEASE TERMS							ETVs		LEASE SERVICES			
Term In Mos.	Fixed Charge (\$) Per Month	Consumer Price Index	Payment Timing	Metrage Rate (\$) Per KM	Reefer Rate (\$)		Schedule "A" Original Value (\$)	Mo	%	Service	Party Responsible	Amount Included
					Reefer	Standby						
73	\$1,770.00	130.4	Monthly In Advance	\$0.0800	\$0.000	\$0.000	\$124,850.59	12	95.69 %	Liability Insurance	Customer	\$0.00
								24	84.41 %	Physical Damage Insurance	Customer	\$0.00
								36	72.34 %	Substitute Vehicles	PacLease	Included
								48	59.60 %	FHVUT	Customer	\$0.00
								60	46.23 %	Regional Sales Tax	Customer	\$0.00
								72	32.26 %	Local Sales Tax	Customer	\$0.00
								73		Vehicle Washings	Customer	\$0.00
										Return to PacLease	Customer	\$0.00
										Repainting & Relettering	Customer	\$0.00
										Permitting	Customer	\$0.00
										Fuel Tax Reporting	Customer	\$0.00

Unit #3514	Base Province/State of Licensing: Ontario
	Prorated Provinces/States: ON

Release Data: 051617.1

Customer Initials: SP Date: Jul 27th, 2017

Schedule No. 042-SOL337hyd2017-1 of 2

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Fixed Charge Per Month
\$50.00	\$1.30

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.75 % as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$15.20.

3. Insurance	
Liability	Customer
Responsibility	
Combined Single Limits	\$1,000,000.00 Per Occurrence
Excess or Umbrella	\$0.00 Per Occurrence
Physical Damage Insurance	
Responsibility	Customer
Maximum Deductible(s):	\$5,000.00 Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

883 Messenger Meadow Dr
Mississauga, ON, CA L5C 3T1

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:

PACCAR Leasing Company
6485 Van Daele Court
Mississauga, ON, CA L5T 1S1

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).

7. Metrage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 40,500 kilometres within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Metrage Rate per km should be made for actual kilometres operated. A settlement of the metrage guarantee will be made at the end of each Guarantee Period as follows:

If kilometres actually operated during the period are less than the kilometres guaranteed, Customer will be billed by PacLease and Customer shall promptly pay to PacLease an amount equal to the difference between the number of kilometres guaranteed and the number of kilometres operated during the period, multiplied by the Under Metrage rate of \$0.1000 per kilometre.

8. Maximum metrage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 49,500 kilometres within each 12 month period during which it is under lease. If kilometres actually operated during the period are more than the kilometres specified above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of kilometres specified and the number of kilometres operated during the period, multiplied by the over kilometres rate specified below. The Over Metrage rate shall be \$0.1000 per kilometre, in addition to the then current kilometres rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.500 per engine running hour and \$0.150 per standby hour, in addition to the then current hourly rate(s).

10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or PacLease. This Schedule A (including Pages 1 of 2 is hereby made a part of the certain Agreement entered into between the parties as of the 7th day of July, 2017.

11. At the time of vehicle in-service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants PacLease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

PACCAR Leasing Company

(PacLease)

 (Signature)
 Director of Company Sales

 (Print Name & Title of Signing Authority)

 (Date Signed)

1578342 ONTARIO INC

(Customer)

 (Signature)
 Simar Bedi,

 (Print Name & Title of Signing Authority)
 July 17, 2017

 (Date Signed)

This is Exhibit "C" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #25904J



VERIFICATION



Document Details

Registration Date: **12 MAY 2017**
 Expiry Date: **12 MAY 2025**
 Registration Number: **20170512 1406 1462 8946**
 File Number: **727596585**

Transaction ID: **001-842-599**



General

Reference Number: **466679**
 Registration Period (Years): **8**

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **No** Other: **Yes**
 Motor Vehicle Included: **Yes**
 Principal Amount: **\$87,313.00**



Serial Numbered Collateral

2018 PETERBILT 337 2NP2HM7X0JM466679 MV



General Collateral

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518
 BELLEVUE WA 98009

This is Exhibit "D" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #854090



VERIFICATION



Document Details

Registration Date: **25 FEB 2020**
 Expiry Date: **25 FEB 2027**
 Registration Number: **20200225 1705 1462 3756**
 File Number: **760378428**

Transaction ID: **002-882-277**



General

Reference Number: **972656**
 Registration Period (Years): **7**

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **No** Equipment: **Yes** Accounts: **No** Other: **Yes**
 Motor Vehicle Included: **Yes**
 Principal Amount: **\$178,453.00**



Serial Numbered Collateral

2021 KENWORTH T880 1XKZD40X4MJ972656 MV



General Collateral

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518
 BELLEVUE WA 98009

This is Exhibit "E" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSU # 259040



VERIFICATION



Document Details

Registration Date: **10 AUG 2021**
 Expiry Date: **10 AUG 2030**
 Registration Number: **20210810 1701 1462 5359**
 File Number: **775294056**

Transaction ID: **003-718-705**



General

Reference Number: **980633**
 Registration Period (Years): **9**

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1

CUTLER FOREST PRODUCTS INC
 81 ROYAL GROUP CRESCENT
 WOODBRIDGE ON L4H1X9



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **No** Other: **No**
 Motor Vehicle Included: **No**
 Principal Amount: **\$86,378.00**



Serial Numbered Collateral

2022 KENWORTH T270 2NKHHM6H4NM980633 MV



General Collateral

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518



Courtesy Note

MOTOR VEHICLE DESCRIBED BUT NOT INDICATED ON LINE 10 SECTION 2

Drafted by NICOLE BOLT - PACCAR LEASING COMPANY

This is Exhibit "F" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #254010

DRAFT ID	PHG2C-A0902203348	CLIENT REF	PHGPL82652C00042
TOTAL 3C PAGES	2	DOCKET	466679
CREATED	2 Sep 2022	PRINTED	6 Sep 2022 11:08:10 AM
REGISTRATION NO / NEUVEAU NO D'ENREGISTREMENT	20220906 1004 1462 0806	REDUCTION/ DIMINUTION	
NEW REFERENCE FILE NO / NO DE DOSSIER DE REFERENCE	727596585	OLD REFERENCE FILE NO / ACIENT NO DE DOSSIER DE REFERENCE	727596585
CAUTION FILING/AVERTISSEMENT	NO	EXPIRY DATE / DATE D'EXPIRATION	12 May 2025

AMENDMENT / CORRECTION

REASONS FOR AMENDMENT / MOTIFS DE CORRECTION

UPDATE DEBTOR

DEBTORS REGISTERED / DEBITEUR ENRIGISTRE

REFERENCE DEBTOR	PACCAR LEASING COMPANY
DEBTOR	PACCAR LEASING COMPANY 6465 VAN DEEMTER COURT MISSISSAUGA, ON L5T1S1
DEBTOR	CUTLER FOREST PRODUCTS INC. 81A ROYAL GROUP CRESCENT WOODBIDGE, ON L4H1X9

SECURED PARTY REGISTERED / CREANCIER GARANTI

SECURED PARTY 1	PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD PO BOX 1518 BELLEVUE, WA 98009
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COLLATERAL CLASSIFICATION / CLASSIFICATION DES BIENS GREVES

	X	X		X	X
CONSUMER GOODS / BIENS DE CONS	INVENTORY/ STOCK	EQUIPMENT / MATERIEL	ACCOUNTS / COMPTES	OTHER / AUTRE	MOTOR VEHICLE INCLUDED / VEHICULE AUTOMOBILE INCLUS

PRINCIPAL AMOUNT / MONTANT PRINCIPAL GARANTI	\$87,313.00	DATE OF MATURITY/ DATE E'ECHANCE	12/05/2025
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MOTOR VEHICLE DESCRIPTION/DESCRIPTION DU VEHICULE AUTOMOBILE

	YEAR / ANNEE	MAKE / MARQUE	MODEL / MODELE	VIN
1	2018	PETERBILT	337	2NP2HM7X0JM466679

GENERAL COLLATERAL DESCRIPTION/DESCRIPTION GENERALE DU BIEN GREVE

REGISTERING AGENT/AGENT D'ENREGISTREMENT

PACCAR LEASING COMPANY PO BOX 1518 BELLEVUE WA 98009

COURTESY NOTES / AVIS A TITRE GRACIEUX

[END OF REGISTRATION]



Ontario PPSA Registration

PPSA Canada
www.ppsacanada.com

VERIFICATION



Document Details

Registration Date: 12 MAY 2017
 Expiry Date: 12 MAY 2025
 Registration Number: 20170512 1406 1462 8946
 File Number: 727596585

Transaction ID: **001-842-599**

General

Reference Number: **466679**
 Registration Period (Years): 8

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **No** Other: **Yes**
 Motor Vehicle Included: **Yes**
 Principal Amount: **\$87,313.00**



Serial Numbered Collateral

2018 PETERBILT 337 2NP2HM7X0JM466679 MV



General Collateral

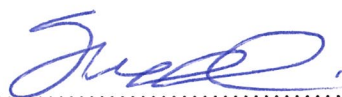
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518
 BELLEVUE WA 98009

This is Exhibit "G" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LEO HASSELQUIST

DRAFT ID	PHG2C-A0902210600	CLIENT REF	PHGPL82652C00043
TOTAL 3C PAGES	2	DOCKET	972656
CREATED	2 Sep 2022	PRINTED	6 Sep 2022 11:08:13 AM
REGISTRATION NO / NEUVEAU NO D'ENREGISTREMENT	20220906 1004 1462 0807	REDUCTION/ DIMINUTION	
NEW REFERENCE FILE NO / NO DE DOSSIER DE REFERENCE	760378428	OLD REFERENCE FILE NO / ACIENT NO DE DOSSIER DE REFERENCE	760378428
CAUTION FILING/AVERTISSEMENT	NO	EXPIRY DATE / DATE D'EXPIRATION	25 Feb 2027

AMENDMENT / CORRECTION

REASONS FOR AMENDMENT / MOTIFS DE CORRECTION

UPDATE DEBTOR

DEBTORS REGISTERED / DEBITEUR ENRIGISTRE

REFERENCE DEBTOR	PACCAR LEASING COMPANY
DEBTOR	PACCAR LEASING COMPANY 6465 VAN DEEMTER COURT MISSISSAUGA, ON L5T1S1
DEBTOR	CUTLER FOREST PRODUCTS INC. 81A ROYAL GROUP CRESCENT WOODBIDGE, ON L4H1X9

SECURED PARTY REGISTERED / CREANCIER GARANTI

SECURED PARTY 1	PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD PO BOX 1518 BELLEVUE, WA 98009
-----------------	---

COLLATERAL CLASSIFICATION / CLASSIFICATION DES BIENS GREVES

	X	X		X	X
CONSUMER GOODS / BIENS DE CONS	INVENTORY/ STOCK	EQUIPMENT / MATERIEL	ACCOUNTS / COMPTES	OTHER / AUTRE	MOTOR VEHICLE INCLUDED / VEHICULE AUTOMOBILE INCLUS

PRINCIPAL AMOUNT / MONTANT PRINCIPAL GARANTI	\$178,453.00	DATE OF MATURITY/ DATE E'ECHANCE	25/02/2027
---	--------------	-------------------------------------	------------

MOTOR VEHICLE DESCRIPTION/DESCRIPTION DU VEHICULE AUTOMOBILE

	YEAR / ANNEE	MAKE / MARQUE	MODEL / MODELE	VIN
1	2021	KENWORTH	T880	1XKZD40X4MJ972656

GENERAL COLLATERAL DESCRIPTION/DESCRIPTION GENERALE DU BIEN GREVE

REGISTERING AGENT/AGENT D'ENREGISTREMENT

PACCAR LEASING COMPANY PO BOX 1518 BELLEVUE WA 98009

COURTESY NOTES / AVIS A TITRE GRACIEUX

[END OF REGISTRATION]



Ontario PPSA Registration

PPSA Canada
www.ppsacanada.com

VERIFICATION



Document Details

Registration Date: 25 FEB 2020
 Expiry Date: 25 FEB 2027
 Registration Number: 20200225 1705 1462 3756
 File Number: 760378428

Transaction ID: 002-882-277



General

Reference Number: 972656
 Registration Period (Years): 7

Caution Filing: No
 Perform a Post Search: No
 Register Immediately: No



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: No Inventory: No Equipment: Yes Accounts: No Other: Yes
 Motor Vehicle Included: Yes
 Principal Amount: \$178,453.00



Serial Numbered Collateral

2021 KENWORTH T880 1XKZD40X4MJ972656 MV



General Collateral


TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518
 BELLEVUE WA 98009

This is Exhibit "H" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO H854090

Court File No. CV-22-00684833-00CL

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

THE HONOURABLE)	THURSDAY, THE 4 th
)	
MADAM JUSTICE DIETRICH)	DAY OF AUGUST, 2022

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondent

**ORDER
(Appointment Order)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing The Fuller Landau Group Inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Cutler Forest Products Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the affidavit of Jeff Dawson sworn August 2, 2022 and the Exhibits thereto and on hearing the submissions of counsel for Royal Bank of Canada and upon no one appearing for any other parties, although duly served, as appears from the affidavit of service of Mariela Adriana Gasparini sworn August 2, 2022 and the affidavit of service of Saikat Das sworn August 2, 2022, and on reading the consent of The Fuller Landau Group Inc., to act as the Receiver.

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, The Fuller Landau Group Inc., is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000 provided that the aggregate consideration for all such transactions does not exceed \$500,000 and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
 - (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
 - (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
 - (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to

whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure 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 with the following URL <https://fullerllp.com/active-engagements/Cutler-Forest-Products-Inc/>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any

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

GENERAL

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

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

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

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

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis

to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

Dietrich J.

SCHEDULE "A"

BD

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that The Fuller Landau Group Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Cutler Forest Products Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 4th day of August, 2022 (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 20__.

The Fuller Landau Group Inc. solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name: Gary Abrahamson

Title: President

Court File No.: CV-22-00684833-00CL

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA

- and -

CUTLER FOREST PRODUCTS INC.

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointment Order)

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
 22 Adelaide Street West
 Toronto, ON M5H 4E3
 Tel: (416) 367-6000
 Fax: (416) 367-6749

ROGER JAIPARGAS – LSO No. 43275C

Tel: (416) 367-6266
 Email: rjaipargas@blg.com

Lawyers for the Applicant

This is Exhibit "I" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #859047

FORM 31

Proof of Claim

(Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:
6465 Van Deemter Court, Mississauga, Ontario L5T 1S1

In the matter of the bankruptcy (or the proposal, or the receivership) of Cutler Forest Products Inc. (name of debtor) of
Vaughan, Ontario (city and province) and the claim of Paccar Financial Services Ltd. (PFS), creditor.

I, Marlene Walt (name of creditor or representative of the creditor), of
Mississauga, Ontario (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am General Manager (state position or title) of Paccar Financial Services Ltd. (name of creditor or representative of the creditor)).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of bankruptcy (or the date of the receivership, or in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed), namely the 04 day of August, 2022, and still is, indebted to the creditor in the sum of \$ 9322.29, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description)

- Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.
- Regarding the amount of \$ _____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

The current open receivable amount is \$9322.29 supporting invoices have been provided. The remaining amount owed for the fixed charges for the term of the three trucks currently under lease contract is \$295,967.49 this amount does not include contractually allowed annual CPI adjustments to the lease fixed and variable rates. This amount does not include variable or miscellaneous charges for the operation of the lease vehicles. The calculation for the remaining term fixed charges is as follows; VIN # 466679 14 months & 12 days remaining on lease term \$1739.10 x 14 months + \$686.11 for 12 days plus HST, VIN # 972656 62 months & 9 days remaining on lease term \$2303.10 x 62 months + \$681.47 for 9 days plus HST, VIN # 980633 66 months & 18 days remaining on lease term \$1402.74 x 66 months + \$830.11 for 18 days plus HST.

FORM 31 -- Continued

C. SECURED CLAIM OF \$ 346,841.95

That in respect of this debt, I hold assets of the debtor valued at \$337,519.66 as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Paccar Financial Services Ltd. has security interests in three trucks with VIN's 2NP2HM7X0JM466679, 1XKZD40X4MJ972656, 2NKHHM6H4NM980633 pursuant to the Canadian Vehicle Lease and Service Agreement entered into between Paccar Financial Services Ltd. and Cutler Forest Products Inc. dated October 28, 2020, together with the three Schedules attached thereto. A copy of the agreement and schedules is attached. Paccar Financial Services Ltd. estimates the market value of the trucks at \$337,519.66. Paccar Financial Services Ltd. is also owed \$9322.29 with respect to unpaid lease payments and vehicle maintenance and service charges (invoices attached). Copies of Paccar Financial Services Inc. security registrations are also attached.

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____

(Attach a copy of sales agreement and delivery receipts.)

E. CLAIM BY WAGE EARNER OF \$ _____

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

F. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

G. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

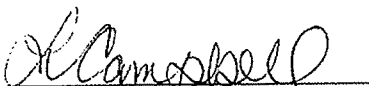
FORM 31 -- Concluded

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (Provide details of payments, credits and transfers at undervalue.)

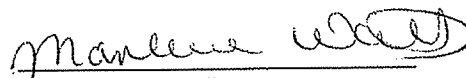
(Applicable only in the case of the bankruptcy of an individual.)

- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Mississauga, Ontario, this 7 day of September, 2022.



 Witness



 Creditor

Phone Number: 905-564-2300
 Fax Number: 905-564-2303
 Email Address: marlene.watt@paccar.com

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

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

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

In-Service Notification



Schedule A No.

102220-3514REFI

Pursuant to Schedule A between PACCAR Leasing Company ("PacLease") and
CUTLER FOREST PRODUCTS INC. ("Customer") the following equipment has been placed in-service
 with Customer.

<u>Vehicle Number</u>	<u>In-Service Date</u>	<u>17 Digit Serial Number</u>	<u>Body Serial Number</u>	<u>Start Mileage</u>
054-3514	November 12 2020			177615.0 kms

Customer Signature

LISA COULTER

Date



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "Paclease") and CUTLER FOREST PRODUCTS INC. (hereinafter "Customer")

Schedule No. 102220-3514REF1
 Lease Dated 2020/10/22
 Location PACCAR Leasing Company

SCHEDULE A
 Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION				SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GVW and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axles
1	2018	Peterbilt 337 Single Axle Straight Truck	15000	11000	PACCAR PX-7 251-350 HP	Allison 2500RDS	Front Dana Spicer 12,000 Rear Dana Spicer 21,000 Single (4X2)

Term In Mors.	Fixed Charge (\$) Per Month	Consumer Price Index	Payment Timing	Mileage Rate (\$) Per KM	Reefer Rate (\$)		Schedule "A" Original Value (\$)	ETVs		Service	LEASE SERVICES	
					Reefer	Standby		Mo	%		Party Responsible	Amount Included
36	\$1,699.00	0.000	Monthly In Advance	\$0.0890	\$0.000	\$0.000	\$97,180.75	12	83.49%	FHVUT Fuel Tax Reporting Liability Insurance Local Sales Tax Permitting Physical Damage Insurance Regional Sales Tax Repainting & Relettering Substitute Vehicles Vehicle Washing	Customer Customer Customer Customer Customer Customer Customer Customer Customer Customer Customer	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Included

3514

Base State of Licensing: Ontario
 Prorated States: ON

FRK

2020/10/26

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	\$50,000	Fixed Charge Per Month	\$1.30
---------------------------	----------	------------------------	--------

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.25% as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$10.14.

3. Insurance			
Liability			
Responsibility	Customer		
Combined Single Limits	\$1,000,000.00	Per Occurrence	
Excess or Umbrella	\$0.00	Per Occurrence	

Physical Damage Insurance			
Responsibility	Customer		
Maximum Deductible(s):	\$2,500.00	Comprehensive/Collision	

If PacCar lease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy, agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

81A ROYAL GROUP CRES
VAUGHAN
Ontario, Canada, L4H 1X9

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:

PACCAR Leasing Company
119 East Drive
Brampton, Ontario, Canada, L6T 1B5

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).

PACCAR Leasing Company

(Paclease)

(Signature)

(Print Name & Title of Signing Authority)

(Date Signed)

7. Mileage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 45,000 km within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Mileage Rate per km should be made for actual kilometers operated. A settlement of the mileage guarantee will be made at the end of each Guarantee Period as follows:

If kilometers actually operated during the period are less than the kilometers guaranteed, Customer will be billed by Paclease and Customer shall promptly pay to Paclease an amount equal to the difference between the number of kilometers guaranteed and the number of kilometers operated during the period, multiplied by the Under Mileage rate of \$0.1000 per km.

8. Maximum mileage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 55,000 kilometers within each 12 month period during which it is under lease. If kilometers actually operated during the period are more than the kilometers specified above, Customer shall, upon receipt of Paclease's invoice, promptly pay to Paclease an amount equal to the difference between the number of kilometers specified and the number of kilometers operated during the period, multiplied by the over kilometers rate specified below. The Over Mileage rate shall be \$0.1000 per kilometer, in addition to the then current mileage rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of Paclease's invoice, promptly pay to Paclease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.0000 per engine running hour and \$0.0000 per standby hour, in addition to the then current hourly rate(s).

10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or Paclease. This Schedule A (including Pages 1 of 2) is hereby made a part of the certain Agreement entered into between the parties as of the 22 day of 10, 2020.

11. At the time of vehicle in-service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants Paclease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

CUTLER FOREST PRODUCTS INC.

(Customer)

(Signature)

(Print Name & Title of Signing Authority)

(Date Signed)

In-Service Notification



Schedule A No.

102220-T880

Pursuant to Schedule A between PACCAR Leasing Company ("PacLease") and
CUTLER FOREST PRODUCTS INC. ("Customer") the following equipment has been placed in-service
 with Customer.

Vehicle Number	In-Service Date	17 Digit Serial Number	Body Serial Number	Start Mileage
054-3718	November 09 2020			40.0 kms

Customer Signature

LISA COULTER

Date

DEC 22/2020



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "Paclease") and CUTLER FOREST PRODUCTS INC. (hereinafter "Customer")

Schedule No. 102220-1880
 Lease Dated 2020/10/22
 Location PACCAR Leasing Company

SCHEDULE A
 Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION				SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GVW and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axes
1	2021	Kenworth T880 Tandem-Axle Tractor Tractor	60600	63500	Cummins X15 500 HP+	Eaton Ultrashift Plus	Front Meritor 14,600 Rear Meritor 46,000 Tandem(6X4)

Term In Mons.	Fixed Charge (\$ Per Month)	Consumer Price Index	Payment Timing	LEASE TERMS		Schedule "A" Original Value (\$)	ETVs		LEASE SERVICES		
				Mileage Rate (\$ Per KM)	Reefer Rate (\$)		Mo	%	Service	Party Responsible	Amount Included
84	\$2,250.00	0.000	Monthly In Advance	\$0.0990	\$0.000	\$173,216.50	12	96.41%	FHV/UT	Customer	\$0.00
							24	86.71%	Fuel Tax Reporting	Customer	\$0.00
							36	76.19%	IFTA Registration	Customer	\$0.00
							48	64.91%	Liability Insurance	Customer	\$0.00
							60	52.92%	Local Sales Tax	Customer	\$0.00
							72	40.25%	Permitting	Customer	\$0.00
							84	Return to Paclease	Physical Damage Insurance	Customer	\$0.00
									Regional Sales Tax	Customer	\$0.00
									Repainting & Relettering	Customer	\$0.00
									Substitute Vehicles	Paclease	Included
									Vehicle Washing	Customer	0

3718

Base State of Licensing: Ontario
 Prorated States: ON

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Fixed Charge Per Month
\$50,000	\$1.30

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.25% as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$18.07.

3. Insurance	
Liability	Customer
Responsibility	\$1,000,000.00 Per Occurrence
Excess or Umbrella	\$0.00 Per Occurrence
Physical Damage Insurance	
Responsibility	Customer
Maximum Deductible(s):	\$2,500.00 Comprehensive/Collision

If Pacl lease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:
 81A ROYAL GROUP CRES
 VAUGHAN
 Ontario, Canada, L4H 1X9

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:
 PACCAR Leasing Company
 6465 Van Deemter Court
 Mississauga, Ontario, Canada, L5T 1S1

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).
PACCAR Leasing Company

(Pacl case) _____

 (Signature) _____

 (Print Name & Title of Signing Authority) _____

 (Date Signed) _____

7. Mileage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 45,000 km within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Mileage Rate per km should be made for actual kilometres operated. A settlement of the mileage guarantee will be made at the end of each Guarantee Period as follows:
 If kilometres actually operated during the period are less than the kilometres guaranteed, Customer will be billed by Pacl lease and Customer shall promptly pay to Pacl lease an amount equal to the difference between the number of kilometres guaranteed and the number of kilometres operated during the period, multiplied by the Under Mileage rate of \$0.1000 per km.

8. Maximum mileage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 55,000 kilometres within each 12 month period during which it is under lease. If kilometres actually operated during the period are more than the kilometres specified above, Customer shall, upon receipt of Pacl lease's invoice, promptly pay to Pacl lease an amount equal to the difference between the number of kilometres specified and the number of kilometres operated during the period, multiplied by the over kilometres rate specified below. The Over Mileage rate shall be \$0.1000 per kilometre, in addition to the then current mileage rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of Pacl lease's invoice, promptly pay to Pacl lease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.000 per engine running hour and \$0.000 per standby hour, in addition to the then current hourly rate(s).

10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or Pacl lease. This Schedule A (including Pages 1 of 2) is hereby made a part of the certain Agreement entered into between the parties as of the 22 day of 10,2020.

11. At the time of vehicle in-service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants Pacl lease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.
CUTLER FOREST PRODUCTS INC.

(Customer) _____

 (Signature) _____

 (Print Name & Title of Signing Authority) **HAROLD FRASSETT**

 (Date Signed) **2020/10/26**

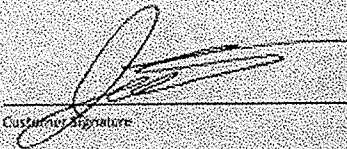


In-Service Notification

Schedule A No. 12222177001

Pursuant to Schedule A between PACCAR Leasing Company ("PACCAR") and
Caterpillar Financial Inc. ("Customer") the following equipment has been placed in-service
with Customer:

Vehicle Number	In-Service Date	17 Digit Serial Number	Body Serial Number	Start Mileage
594-3734	04-19-2021			101 km


Customer Signature

APRIL 19/21
Date

DocuSign Envelope ID: 35EB6823-ADAE-4636-B15A-A0A69F07FE7A



SCHEDULE "A" Agreement between PACCAR Leasing Company (hereinafter "PacLease") and CUTLER FOREST PRODUCTS INC. (hereinafter "Customer")

Schedule No. 102220-T270CH
 Lease Dated 2020/10/22
 Location PACCAR Leasing Company

SCHEDULE A
 Page 1 of 2

SUPERSEDES AND REPLACES "SCHEDULE B" IN LEASE AGREEMENTS THAT MAKE REFERENCE TO "SCHEDULE B"

VEHICLE DESCRIPTION					SPECIFICATIONS			
Qty.	Year	Make / Model / Type	Max GWV and/or GCW (Kg)	Licensed Weight (Kg)	Engine	Transmission	Axles	
							Front	Rear
1	2021	Kenworthy T270 S/A Truck Straight Truck	11000	11000	PACCAR PX-7 251-350 HP	Allison 2500RDS	Meritor 12,500	Meritor 21,000 Single(4X2)

LEASE TERMS						ETVs		LEASE SERVICES				
Term in Mons.	Fixed Charge (\$ Per Month)	Consumer Price Index	Payment Timing	Mileage Rate (\$ Per KM)	Reefer Rate (\$)		Schedule "A" Original Value (\$)	Mo	%	Service	Party Responsible	Amount Included
					Reefer	Standby						
84	\$1,380.00	0.000	Monthly in Advance	\$0.0790	\$0.000	\$0.000	\$98,687.09	12	96.02%	FHVUT	Customer	\$0.00
								24	85.94%	Fuel Tax Reporting	Customer	\$0.00
								36	75.02%	Liability Insurance	Customer	\$0.00
								48	63.31%	Local Sales Tax	Customer	\$0.00
								60	50.87%	Permitting	Customer	\$0.00
								72	37.72%	Physical Damage Insurance	Customer	\$0.00
								84	Return to PacLease	Regional Sales Tax	Customer	\$0.00
										Repairing & Relettering	Customer	\$0.00
										Substitute Vehicles	Customer	\$0.00
										Vehicle Washing	Customer	0

This is for a T270 Chassis only. Customer to furnish the cost of transferring the flatbed.

3734

Base State of Licensing: Ontario
 Prorated States: ON

Release Data: 100620.1

Customer Initials: ATK Date: 2020/10/26

DocuSign Envelope ID: 35EB6823-ADAE-4636-B15A-A0A69F07FE7A

Schedule No. 102220-T270CH

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value	Fixed Charge Per Month
\$50.00	\$1.30

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 0.25% as set forth by the two-year Canadian Bond as published by the Royal Bank of Canada. In the event the interest rate should increase or decrease prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$10.30.

Insurance Liability	Customer
Responsibility	Customer
Combined Single Limits	\$1,000,000.00 Per Occurrence
Excess or Umbrella	\$0.00 Per Occurrence
Physical Damage Insurance Responsibility	Customer
Maximum Deductible(s):	\$2,500.00 Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, limitations and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

81 Royal Group Crescent
Vaughan
Ontario, Canada, L4H 1X9

5. Service and maintenance location of the Vehicle(s) listed on this Schedule:

PACCAR Leasing Company
6465 Van Deemter Court
Mississauga, Ontario, Canada, L5T 1S1

6. Customer shall provide, at its expense all diesel exhaust fluid (DEF) necessary for the practical and efficient operation of the Vehicle(s).

PACCAR Leasing Company

(PacLease) DocuSigned by:
Mike Willey
(Signature) E3ECF3B40572456...
Mike Willey Assistant General Manager
(Print Name & Title of Signing Authority)
5/5/2021
(Date Signed)

7. Mileage guarantee: Customer grants that each of the Vehicles described on this Schedule A will be operated a minimum of 45,000 km within each 12 month period ("Guarantee Period") during which it is under lease. The payment of the Mileage Rate per km should be made for actual kilometers operated. A settlement of the mileage guarantee will be made at the end of each Guarantee Period as follows:

If kilometers actually operated during the period are less than the kilometers guaranteed, Customer will be billed by PacLease and Customer shall promptly pay to PacLease an amount equal to the difference between the number of kilometers guaranteed and the number of kilometers operated during the period, multiplied by the Under Mileage rate of \$0.1000 per km.

8. Maximum mileage: Customer agrees that each of the Vehicles described on this Schedule A will be operated a maximum of 55,000 kilometers within each 12 month period during which it is under lease. If kilometers actually operated during the period are more than the kilometers specified above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of kilometers specified and the number of kilometers operated during the period, multiplied by the over mileage rate specified below. The Over Mileage rate shall be \$0.1000 per kilometre, in addition to the then current mileage rate.

9. Refrigeration Charges: Customer agrees that each unit equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period during which it is under lease. If hours operated are in excess of hours indicated above, Customer shall, upon receipt of PacLease's invoice, promptly pay to PacLease an amount equal to the difference between the number of hours specified and the number of hours operated during the period, multiplied by the excess refrigeration rate as follows: \$0.000 per engine running hour and \$0.000 per standby hour, in addition to the then current hourly rate(s).

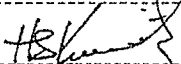
10. The owner of the Vehicle(s) covered by this Schedule A is PACCAR Leasing Company, a Division of PACCAR Financial Services Ltd or PacLease. This Schedule A (including Pages 1 of 2) is hereby made a part of the certain Agreement entered into between the parties as of the 22 day of 10,2020.

11. At the time of vehicle In-Service Customer will be provided an In-Service Notification that will list unit numbers, in-service date(s) and 17 digit serial number(s). Execution of this schedule grants PacLease the authority to order and purchase the equipment described hereon and Customer agrees to accept equipment when delivered.

12. The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

13. The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

CUTLER FOREST PRODUCTS INC.

(Customer) 
(Signature) HAROLD STANLEY BAUSITZ
(Print Name & Title of Signing Authority)
2020/10/26
(Date Signed)

Canadian Vehicle Lease and Service Agreement



This Agreement is made as of the 22 day of Oct, 2020 between
PACCAR Leasing Company,
 (hereinafter "PacLease"), and
CUTLER FOREST PRODUCTS INC. ,
 (hereinafter "Customer").

1. Vehicles Leased and Term

PacLease agrees to lease to Customer and Customer agrees to lease from PacLease the vehicle(s), trailers and related equipment [hereinafter "Vehicle(s)"] on any Schedule A executed by Customer and PacLease, and made part of this agreement. Execution of Schedule A shall constitute Customer authorization to PacLease to acquire the Vehicle(s). The Agreement shall commence with respect to each Vehicle when it is delivered to Customer at the address set-out for PacLease on the attached Schedule A or 48 hours after the date PacLease notifies Customer that the Vehicle is available for delivery, whichever occurs first, and shall continue for the term specified on the applicable Schedule A unless terminated earlier as provided herein.

2. Customer's Acceptance after Delivery

Acceptance of a Vehicle by Customer after delivery shall constitute Customer's acknowledgement that the Vehicle complies with the agreed upon specifications, unless Customer gives PacLease notice of noncompliance within forty-eight hours after obtaining physical possession. Any subsequent additions to or improvements in a Vehicle made thereafter at request of Customer and approved by PacLease shall be at the cost and expense of Customer and shall not be removed without the prior written approval of PacLease.

3. Charges

A. General Payment Terms

Customer agrees to pay PacLease all rental and other charges set forth in the applicable Schedule A covering such Vehicle(s) without deduction or set-off. The rental and other charges set forth on the applicable Schedule A do not include taxes now or hereafter imposed. Unless Customer notifies PacLease within ninety(90) days of the date of any invoice that any charge is incorrect, that invoice will be conclusively presumed to be correct. All fixed charges shall be invoiced by PacLease in advance and metrage and other charges provided herein in arrears. All payments shall be mailed to PacLease's address set out below, or at such other address as may be designated in writing from time to time. All rental and other charges shall be paid within ten (10) days from the invoice date. Customer agrees to pay a late charge of 1-1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1-1/2 percent per month.

B. Metrage Charges

Metrage shall be determined from hubodometer and/or odometer readings. If the hubodometer and/or odometer fails to function, which failure Customer shall immediately report to PacLease in writing, the metrage for the period during which the failure existed may be determined at PacLease's option from Customer trip records, or from the amount of fuel consumed and the kilometre per litre record of PacLease averaged for the previous thirty (30) days.

C. Adjustments to Charges

Charges provided for in this Agreement are based on PacLease's current cost of labour, parts and supplies, and Customer agrees that the fixed charge and metrage charge for each Vehicle (including any Metrage Guarantee charges) may be adjusted as of January 1 of each calendar year as follows: For each rise or fall of one percent (1 %) in the Canadian Consumer Price Index published by Statistics Canada (or such similar index as may be selected by PacLease and advised to Customer) during a time period which will be no less than the prior six months or no more than the prior eighteen months, each Vehicle fixed charge shall be adjusted by 0.5 percent and each Vehicle metrage, refrigerator (reefer rate) and all other usage based charges shall be adjusted by 1.0 percent.

4. Licenses, Permits and Related Fees and Taxes

A. Vehicle Licenses and U.S. Heavy Highway Vehicle Use Tax

In accordance with Schedule A, PacLease will pay for the provincial motor vehicle license and inspection fees for each Vehicle for the licensed weight for the province in which it is domiciled and pay the ad valorem tax and U.S. Heavy Highway Vehicle Use Tax for each Vehicle, exclusive of any For Hire taxes, tags or permits. Charges for taxes and license fees paid by PacLease that are in excess of amounts stipulated on Schedule A will be billed to the Customer. If PacLease and Customer agree to allow Customer to file and pay U.S. Heavy Highway Vehicle Use Tax on behalf of PacLease, Customer further agrees to provide to PacLease proof of payment of the tax.

B. Depreciation Deductions

Customer recognizes that either PacLease or PACCAR Leasing Company, a division of PACCAR Financial Services Ltd. (hereinafter, "PLC"), whichever is designated on Schedule A, is the owner of the Vehicle(s) and will be the sole beneficiary of any possible tax credit and/or depreciation with respect to the Vehicle(s) and that monthly lease payments are charges for use of the Vehicle(s) only. In the

Canadian Vehicle Lease and Service Agreement

event that any tax credits and/or depreciation deductions are lost, reduced or delayed due to any act or omission by Customer, Customer agrees to indemnify and hold the party claiming depreciation deductions harmless against any and all losses and/or additional tax liabilities incurred by such party, including any interest, penalties and additions to tax.

C. Fuel Permits and Related Taxes

PacLease shall, where permitted by law and upon Customer's request, apply for fuel tax permits, prepare and file fuel tax returns and pay the taxes imposed upon the purchase and consumption of such fuel by Customer's Vehicle(s), upon Customer providing PacLease with its trip records, fuel receipts or invoices, and other records or documents related to the use of the Vehicle as may be necessary for the preparation of the fuel tax returns. Customer agrees to submit driver trip records to PacLease within five (5) days of the completion of the trip. Customer shall reimburse PacLease for the amount of fuel taxes and permits. Customer shall also reimburse PacLease for any additional charges, assessments, tax or penalty or credit disallowed as a result of untimely or improper furnishing of such documents or information by Customer.

D. Other Special Taxes or Fees

Customer shall pay for any special license or pay any taxes required by the business of Customer and be responsible for any axle metrage taxes, tonne-kilometrage taxes (hereinafter referred to as "tonne-metrage"), highway or bridge tolls which may result from the operation of the Vehicle(s). Customer shall cause to be kept and make available to PacLease any necessary records relating to the use of the Vehicle(s) and pertaining to such taxes.

E. Adjustments for Changes in Taxes and Fees

Any increases in existing federal, provincial or local taxes, or license fees over the amounts of such taxes and fees in effect on the In-Service Date of any Vehicle leased hereunder, or any new federal, provincial, or local taxes, or license fees relating to any Vehicle leased hereunder shall also be paid by Customer to PacLease as incurred by PacLease unless otherwise specified herein. Any decreases in such amounts shall be credited by PacLease to Customer as the decreases become effective.

Customer's indemnities and liabilities under this Section 4 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

5. Maintenance and Repairs

A. PacLease's Responsibilities

PacLease shall provide oil, lubricants, grease, antifreeze, tires (excluding replacement tires for tire damage resulting from road hazards or underinflation), tubes and all other operating supplies (excluding diesel exhaust fluid (DEF)) and accessories necessary for the practical and efficient operation of Vehicle(s). PacLease shall maintain the leased Vehicle(s) in good repair, shall furnish all labour and parts which may be required to keep the Vehicle(s) in good operating condition, and shall furnish road service for mechanical or tire failure (excluding the failure resulting from road hazards or underinflation). PacLease also shall paint and letter the Vehicle(s) according to Customer's specifications at the time the Vehicle(s) is put into service, at a cost to Customer not to exceed the per vehicle amount designated on Schedule A

PacLease's maintenance and service obligations shall not extend to any loss or damage arising out of collision or upset, operation of the Vehicle(s) in a reckless, careless or abusive manner, operation of the Vehicle(s) in violation of the legal weight limit for the Province or State operated in or in excess of manufacturer's rated gross mass or theft or destruction by fire of a Vehicle(s).

B. Customer's Responsibilities

Customer agrees to return each Vehicle to PacLease's garage for a minimum of eight (8) hours for service, inspection, adjustments and repairs at such scheduled time as agreed upon by the parties. Customer shall allow PacLease to drive and/or road test any Vehicle(s) as PacLease may require from time to time. Customer shall require its drivers to submit a vehicle trip inspection report to PacLease on completion of each trip of each Vehicle. Customer agrees not to cause or permit Customer's drivers, employees or agents to make repairs or adjustments to Vehicle(s) or to tamper with the governors on any Vehicle(s) and in all cases of defect or failure when repairs are necessary to notify PacLease immediately giving a description of the repairs needed and the location of the Vehicle and to abide by PacLease's directions concerning emergency repair service. PacLease will not be responsible for any repair of or service to a Vehicle by a third party unless expressly authorized by PacLease.

6. Substitute and Additional Vehicles

A. Substitute Vehicles

PacLease shall furnish Customer a substitute Vehicle at no extra charge if a Vehicle is rendered inoperable because of mechanical failure. The substitute Vehicle shall be as close as practicable to the inoperable Vehicle's specifications, special paint, lettering and alteration excluded, and shall be provided to Customer at the inoperable Vehicle's location whenever possible. A substitute Vehicle, while used by Customer, shall be subject to the terms of this Agreement, and Customer shall return the substitute Vehicle to the facility from which it was provided upon notification that the inoperable Vehicle has been repaired or replaced. PacLease's failure to furnish a substitute Vehicle within a reasonable time where it is obligated to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. The abatement of such charges shall be the limit of PacLease's

Canadian Vehicle Lease and Service Agreement

liability for such a failure. While a Vehicle is out of service as the result of a cause for which PacLease is not obligated to provide a substitute Vehicle, PacLease will, at the request of Customer, rent Customer a replacement Vehicle, if available from PacLease's rental fleet, at a rental rate equal to the charges set forth in Section 6. B hereof. In such circumstances, irrespective of whether or not Customer rents a replacement Vehicle from PacLease, the charges applicable to the out-of-service Vehicle shall not abate.

PacLease shall have no obligation to provide a substitute Vehicle (a) if a Vehicle is inoperable because it (i) is out of service for ordinary maintenance and service; or (ii) is out of service because of damage resulting from collision, accident, Customer's misuse, abuse, or other breach of this Agreement; (b) if the Vehicle is specialized or carries a truck body not owned by PacLease; (c) if the Vehicle is stolen or converted; or (d) if the Vehicle is out of service for repair or maintenance of special equipment or accessories for which PacLease is not responsible.

B. Additional Vehicles

PacLease will use its best efforts to furnish additional Vehicle(s) during peak periods or whenever requested by Customer as availability permits. The rate charged for the rental of all additional Vehicle(s) not covered by this Agreement will be fifteen percent (15%) below PacLease's current short-term rental rates then applicable to the type of Vehicle rented.

7. Vehicle Operation and Driver Abuse

A. Vehicle Operation

Customer agrees to cause each Vehicle to be operated solely in the normal and ordinary course of Customer's business, in a safe and careful manner and in compliance with all applicable laws by a fully licensed driver employed by Customer. Customer's drivers shall at all times comply with the rules and requirements reasonably adopted by PacLease and shall also complete and sign all records required by PacLease. Customer shall indemnify and hold PacLease harmless from and against any and all fines, forfeiture, seizures, confiscations, penalties or damages (and reasonable legal fees and disbursements on a solicitor/client basis related thereto) arising out of Customer's possession, use and operation of the Vehicle(s) in violation of any law, regulation, ordinance or rule. The Vehicle(s) shall not be used by Customer beyond the limits of the continental United States and Canada without written consent of PacLease, and the Vehicle(s) shall not be used contrary to any applicable insurance coverage specified herein. Customer also agrees that whenever any Vehicle is operated or used with equipment not subject to this Agreement, such equipment will be in good operating condition.

B. Driver Abuse

Customer, upon receipt of a written complaint from PacLease specifying any reckless, careless, or abusive handling of the Vehicle(s), other incompetence or non-compliance with requirements by any driver, shall take corrective action up to and including removal of such driver and substitution of a competent driver. Customer shall, notwithstanding any other remedies of PacLease, reimburse PacLease in full for any loss and expense as a result of the operation of the Vehicle(s) by such individual, including any loss or expense arising prior to receipt of a written complaint from PacLease. Customer agrees to reimburse PacLease for damage to any Vehicle resulting from but not limited to: operating Vehicle with insufficient coolant or oil; driving Vehicle in areas of insufficient width or height such as low bridges, roofs, trees and signs; miring in mud, snow or sand, including towing expense; operating off a paved road; overloading beyond the load capacity shown on Schedule A; pushing or towing any Vehicle; glass damage; operating any Vehicle on a flat tire or a tire which does not contain sufficient air pressure; operation of any Vehicle by a driver who is in possession of or under the influence of alcohol or any drug that might impair the driver's ability; or operating any Vehicle in areas disrupted by mob or strike violence.

C. Driver Safety Program

Upon request from Customer, PacLease will assist Customer in establishing a driver education and safety program.

8. Insurance and Indemnification

A. Liability Insurance and Indemnification

A standard policy of automobile liability insurance (hereinafter "Liability Insurance") with limits specified on each Schedule A shall be furnished and maintained by the party designated on Schedule A. If PacLease is so designated, charges to Customer attributable to Liability Insurance shall be set forth on Schedule A. The insurance coverage will be written by a company approved by PacLease covering PacLease, Customer and PLC as insured for the ownership, maintenance, use or operation of the Vehicle(s) and any Vehicle being provided as a substitute therefore or as an extra Vehicle. Such policy shall provide that the coverage is primary and not additional or excess coverage over insurance otherwise available to either party. The party designated shall furnish to the other party and any other insured which so requests a certificate of insurance confirming compliance with this paragraph and confirming that coverage cannot be cancelled or materially altered without thirty (30) days prior written notice to all parties.

- (1) Should PacLease be obligated to provide Liability Insurance, PacLease shall have the right to terminate such coverage upon not less than thirty (30) days prior written notice to Customer. Any increases in insurance charges for Liability Insurance provided by PacLease shall be paid by Customer to PacLease as incurred by PacLease. In the event that PacLease terminates such Liability Insurance coverage for any reason, including Customer's refusal to accept an increase in charges for Liability Insurance approved by PacLease, Customer shall be obligated to procure and maintain Liability Insurance acceptable to PacLease in the limits set forth on Schedule A as of the effective date of termination of insurance. Customer shall provide PacLease with certificates confirming such coverage.
- (2) If Customer is obligated to procure and maintain Liability Insurance and fails to do so, or fails to furnish PacLease the required certificate of insurance, Customer shall indemnify and hold PacLease harmless from and against any claims or causes of action for death or injury

Canadian Vehicle Lease and Service Agreement

to persons or loss or damage to property and demands, liabilities, and expenses of any kind (including without limitation legal fees and disbursements on a solicitor/client basis, fines and penalties) relating to or arising out of the ownership, maintenance, use or operation of any Vehicle, whether or not due in whole or in part to any act, omission or negligence of PacLease or any of its agents, representatives or employees, including Driver(s) or Other Personnel, and PacLease is authorized but not obligated to procure such Liability Insurance, without prejudice to any other remedy PacLease may have, and Customer shall pay PacLease, as additional rental, the amount of the insurance charges paid by PacLease.

In addition to any other agreements to indemnify set forth in this Agreement, Customer agrees to indemnify and hold PacLease harmless from and against any and all claims, causes of action, damages, demands, liabilities and expenses of any kind (including without limitation legal fees and disbursements on a solicitor/client basis, fines and penalties) relating to or arising out of the ownership, maintenance, possession, use, operation, control or storage of any Vehicle(s). The provisions of this paragraph shall survive expiration or termination of this Agreement. Nothing contained in Sections 7 (Vehicle Operation and Driver Abuse), or 8.E (Cargo Insurance and Losses) shall be construed to limit the provisions of this paragraph. Customer further agrees to indemnify and hold harmless PacLease for death or injury to Customer, Customer's employees, drivers or agents, arising out of the ownership, maintenance, use or operation of any Vehicle or substitute Vehicle.

If PacLease is designated on Schedule A to provide Liability Insurance, PacLease will, where required and permitted by law, upon request of Customer, file provincial certificates of Automobile Liability Insurance covering the Vehicle(s). Customer agrees to indemnify, defend, and save PacLease harmless from all claims, causes of action, suits and damages arising out of filing such documents for any Vehicle(s) other than leased Vehicle(s).

B. Physical Damage Insurance

The party so designated on Schedule A shall obtain physical damage insurance and shall pay for loss or damage to any Vehicle in accordance with the provisions of this Paragraph B.

- (1) In the event PacLease is designated, PacLease will pay for loss (including theft) or damage to each Vehicle in excess of the deductible amount specified on Schedule A except for any wilful damage to any Vehicle arising out of or in connection with any labour dispute; conversion of any Vehicles by an agent or employee of Customer which shall not be considered theft within the terms of this provision; or any loss by theft of tools, tarpaulins, accessories, spare tires and other such items. In addition, if PacLease provides physical damage insurance, charges to Customer attributable to physical damage insurance shall be set forth in Schedule A. Any increases in charges for physical damage insurance provided by PacLease shall be paid by Customer to PacLease.

Customer shall pay up to the amount specified on Schedule A as deductible, for loss or damage to any Vehicle, including related expenses from each occurrence and shall pay for all loss or damage to any Vehicle resulting from any of the perils specifically not assumed by PacLease herein.

Upon not less than thirty (30) days prior written notice to Customer, PacLease shall have the right to terminate any physical damage insurance coverage procured and maintained by PacLease and require Customer to procure and maintain physical damage coverage as set forth herein, and the insurance charge shall be adjusted accordingly.

- (2) In the event Customer is so designated on Schedule A, Customer agrees to obtain physical damage insurance acceptable to PacLease with PacLease and PLC as loss payees. Such policy must have a deductible amount not to exceed the amount specified on Schedule A. Customer further agrees to furnish PacLease with a certificate of insurance confirming compliance with this paragraph, and providing that coverage cannot be cancelled or materially altered without thirty (30) days prior notice to all parties.

If Customer is obligated to maintain physical damage insurance and fails to do so, or fails to furnish PacLease the required insurance certificate, Customer agrees to assume the risk of loss or damage to any Vehicle and to reimburse PacLease for all its losses (including theft), costs and expenses resulting from loss or damage to Vehicles, any Vehicle being used as a substitute therefor and any extra or additional Vehicle whether or not due in whole or in part to any act, omission or negligence of PacLease, and PacLease is authorized, but not obligated, to procure such physical damage insurance, without prejudice to any other remedy PacLease may have, and Customer shall pay PacLease, as additional rental, the amount of the insurance charges paid by PacLease. Customer's liability hereunder for any Vehicle shall not exceed the amount set out in Section 9 of this Agreement.

C. Use and Operation of Vehicles

PacLease and PLC do not, by being named as additional insured under Liability and Property Damage Insurance obtained by Customer, incur any liability or responsibility for, or assume any dominion or control over, the use and operation of Vehicles leased hereunder. Customer agrees to notify each and every person driving the Vehicle(s) that none are operated under the direction and control of PacLease and that the driver is not an employee of PacLease. Customer further agrees that if Customer subleases or in any way loses exclusive possession of, and control over, any Vehicle provided under this Agreement, any insurance provided by PacLease shall become null and void for that Vehicle.

Canadian Vehicle Lease and Service Agreement

- D. **Accident Reporting**
Customer agrees to notify PacLease immediately by telephone upon the happening of any accident or collision involving a Vehicle and to cause the driver to make a detailed written report in person at the office of PacLease as soon as possible and to promptly render all other assistance to PacLease and the applicable insurer that is requested by either of them in investigating or defending all claims or suits.
- E. **Cargo Insurance and Losses**
Customer shall obtain any cargo insurance that Customer requires. Customer agrees to indemnify and hold PacLease harmless from any liability for loss or damage to any cargo or other property in or carried by any Vehicle, including consequential damages, and for any loss or damage to any other property of Customer, its agents or employees, left in or on a Vehicle at any time or place. The provisions of this paragraph shall survive termination or expiration of this Agreement.

9. Vehicle Loss, Theft or Destruction; Repair of Minor Damage

- A. **Loss, Destruction or Theft**
In the event any Vehicle is lost, stolen, destroyed, or damaged beyond repair, Customer shall not be relieved or released from any of its obligations and liabilities for any such Vehicle under this Agreement until such time as any amounts actually received by PacLease from insurance, or otherwise on Customer's behalf for such loss or damage, have been applied to eliminate or satisfy in their entirety Customer's obligations under this Agreement. Customer shall be liable to PacLease for any amount by which net proceeds of insurance (or other payment for such loss or damage) are less than the Early Termination Value set forth in Schedule A. If a Vehicle is lost or stolen and remains so for thirty (30) days after PacLease has been so notified, Customer shall then be obligated to pay PacLease the Early Termination Value as set forth in Schedule A. The lease as to that Vehicle will then terminate provided all charges for the Vehicle have been paid to that date, including without limitation all amounts due under this paragraph. PacLease has no obligation to provide a replacement Vehicle to Customer at the same lease rate set forth in the applicable Schedule A for a Vehicle that is lost, stolen, destroyed or damaged beyond repair. At Customer's request, PacLease will seek to provide a replacement Vehicle in accordance with Section 6.B.
- B. **Customer's Responsibility for Minor Damage**
In the event any Vehicle suffers minor damage, that is, damage which is less than five hundred dollars (\$500) to repair and Customer shall be obligated to repair such damage within sixty (60) days of its occurrence, PacLease may repair the damage and Customer shall be obligated to immediately reimburse PacLease for the cost of such repairs.

10. Ownership Rights; Notice of Security Interest

- A. **Customer Payment Obligations to Owner**
Title to Vehicle(s) and ownership thereof shall at all times be and remain in either PacLease or PLC whichever is designated on Schedule A. In the event that PLC is the owner of the Vehicle(s), PacLease and Customer acknowledge that PLC is the owner of the Vehicle(s) subject to this Agreement and all of the rights and benefits of ownership pertaining to PacLease under this Agreement shall inure to the benefit of PLC. Customer further agrees, upon receipt of written notice by PLC, to make all lease payments under this Agreement directly to PLC at such address as may be designated in writing by PLC from time to time provided that, so long as the Customer is not in default hereunder, Customer shall and may quietly and peacefully have, hold, enjoy and possess each Vehicle appearing on Schedule A furnished hereunder subject to and in accordance with the provisions hereof.
- B. **Customer's Rights if PacLease Defaults**
In the event Customer receives such written notice of the assignment of the right to payment from PacLease to PLC, Customer shall still continue to look to PacLease for the performance of its obligations as PacLease hereunder, and in no event shall PLC become liable or responsible to perform any of the obligations imposed upon PacLease by this Agreement. If PacLease defaults under any of the provisions of this Agreement, and PLC is unable to assign PacLease's obligations to another PacLease franchisee acceptable to Customer, Customer may elect to promptly purchase for cash the Vehicle(s) then being leased under this Agreement for the Early Termination Value set forth in Schedule A, or Customer may elect to assume all of PacLease's obligations to PLC with respect to the Vehicle(s) listed on the appropriate Schedule A.
- C. **Notice of Security Interest/Collateral Assignment of Lease**
PacLease as debtor to PLC has assigned and granted PLC a security interest in this Agreement as chattel paper to secure payment of all money now or hereafter due from PacLease to PLC under certain agreements between them, including without limitation the Franchise Equipment Lease Agreement, the Inventory Security Agreement and the Franchise Agreement. This assignment and grant of security interest are for collateral and security purposes only.

11. Emission Control Equipment and Other Required Equipment

It is recognized that provincial and federal laws and regulations may from time to time require emission controls and equipment, or other equipment to be subsequently added to Vehicle(s). Where so required, the installation and the equipment shall be at the expense of the Customer, and the charge for maintenance or service of any such item or piece of equipment shall be added to the charge made hereunder. It is understood and agreed that the

Canadian Vehicle Lease and Service Agreement

Customer as the operator of the Vehicle(s) assumes responsibility for such controls and equipment or installation thereof. Customer shall determine what equipment is required by Customer under applicable law. When installed, such equipment shall become the property of PacLease, PLC or other party, whichever is designated as the owner of the Vehicle on the applicable Schedule A.

12. Warranty

PacLease expressly warrants all repairs and maintenance service performed by it upon each Vehicle to be free from defects in workmanship during the term of this Agreement. The exclusive remedy of Customer from breach of said warranty shall be the repair of any defective workmanship by PacLease. In no event shall PacLease be liable for incidental, consequential, or other damages, including but not limited to, legal fees on a solicitor/client basis, expenses or damages for delays or loss of cargo or injury to persons or property.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF PACLEASE

13. Disclaimer of Warranty or Other Contractual Liability; Customer Rights Under Manufacturer's Warranty

Customer acknowledges that PacLease is not the manufacturer, designer or vendor of any Vehicle and that PacLease MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN OR CONDITION, THE MERCHANTABILITY OF A VEHICLE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. PacLease shall not be liable for any direct, indirect, incidental or consequential damages or losses resulting from Customer's operation or use of any Vehicle including, but not limited to, loss of profits or other commercial loss. In addition, Customer agrees it will not set up any such claims as defence, counterclaim or set off against any obligations it has assumed under the terms of this Agreement. PacLease shall not be responsible for any loss, damage or claim caused by or attributable to any defect or deficiency in any Vehicle whether arising out of a Vehicle's manufacture, design, maintenance or otherwise.

14. Early Termination

A. Notice Required

Either party may terminate the lease of any Vehicle prior to expiration of its term on any anniversary date of its delivery date, other than the anniversary date on which the lease term expires, by giving to the other party at least sixty (60) days prior written notice of its intent to do so.

B. Termination by Customer

In the event this Agreement is terminated by Customer prior to the full term as to any Vehicle(s) listed in Schedule A (and PacLease is not in default under this Agreement), PacLease shall have the right to sell Vehicle(s) at such price as may be obtainable, and Customer shall be liable to PacLease for any amount by which the net sales proceeds of disposition are less than the Early Termination Value as set forth in Schedule A. PacLease and Customer may mutually agree on the sale of Vehicle(s) to the Customer at the Early Termination Value as set forth in Schedule A. However, PacLease shall be under no obligation to sell any Vehicle to Customer. In no event shall the purchase price to Customer be less than twenty percent (20%) of the Schedule A initial value of such Vehicle(s). In addition to the Early Termination Value set forth in Schedule A, Customer will pay personal property taxes, federal highway vehicle use taxes, any sales, use or transfer taxes, or fees and other prepaid expenses previously paid by PacLease for each Vehicle, prorated to the date of sale. In the alternative, PacLease also shall have the right to lease such Vehicle(s) to a third party and Customer shall be liable to PacLease for any reduction of rental income under the new leases.

C. Termination by PacLease

In the event this Agreement is terminated by PacLease prior to the full term as to any Vehicle(s) listed in Schedule A (and Customer is not in default under this Agreement), Customer shall have the right but not the obligation to purchase any Vehicle for cash at the Early Termination Value as set forth in Schedule A.

15. Return of Vehicle(s)

Upon the expiration or termination of this Agreement with respect to any Vehicle(s), Customer shall return any such Vehicle(s) to PacLease at the location designated on the applicable Schedule A, or any other location reasonably designated by PacLease, free from all damage and in the same condition and appearance as when received (normal wear and tear excepted). Cracked or broken frames, window glass or sheet metal damage and other damaged items shall be the responsibility of the Customer. Upholstery, seat covers and door panels shall not be torn, or open at the seams. All equipment, accessories and components provided by or owned by PacLease shall be on the Vehicle(s) and operational. For the time period the Vehicle is kept after expiration of the lease, rent at PacLease's then current rental rate shall be charged to the Customer if return of Vehicle(s) is delayed beyond the expiration of the lease term.

Canadian Vehicle Lease and Service Agreement

16. Default

If Customer fails to pay promptly any rental payment or other amounts owing when due or fails to furnish and pay the charges for insurance provided in Section 8 or if any proceeding or case is instituted by or against Customer under any provisions of the federal bankruptcy law or any provincial insolvency law or for the appointment of a receiver, or if Customer makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the federal or provincial law, or if Customer breaches any provision of this Agreement, or if in any proceeding in which Customer is involved any execution, writ, or process is obtained whereby any Vehicle(s) may be taken or confiscated then Customer shall be in default under this Agreement. In the event of any such default, PacLease shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any one or all of the following remedies, and Customer shall be liable for all costs and expenses incurred by PacLease in pursuing such remedies, including reasonable legal fees on a solicitor/client basis:

- A. **Termination of the Agreement**
Without notice to Customer, PacLease, at its option, may terminate this Agreement as to any Vehicle(s), and all rental payments or other amounts owing, including, without limitation, all future rental payments under this Agreement, shall become immediately due and payable;
- B. **Vehicle Repossession**
PacLease or its representative may enter the premises where any Vehicle is located, take possession of and remove it with or without legal process or notice to Customer. In the event PacLease takes possession of or retains any Vehicle, and there shall at the time of such taking or retention be in, upon, or attached to, such Vehicle any other property, goods or things of value belonging to Customer or in the custody or control of Customer, PacLease is authorized to take possession of and remove it with or without legal process or notice to Customer and PacLease will use reasonable care in protecting such property from loss or damage;
- C. **Disposition of Vehicles**
Without relieving Customer from any of its obligations hereunder or waiving any of PacLease's rights, PacLease shall have the right to hold, lease or sell any Vehicle(s) at such time, place and in such manner and at such price and on such other terms as PacLease may deem appropriate. PacLease shall have the right to require the Customer to purchase any Vehicle(s) (but only in the event of default by Customer) for cash at the Early Termination Value as set forth in Schedule A. In no event shall the purchase price to Customer be less than twenty percent (20%) of the Schedule A initial value of each Vehicle. In addition to the Schedule A value, Customer will pay personal property taxes, federal highway vehicle use taxes, sales, use or transfer taxes or fees and other prepaid expenses previously paid by PacLease for any Vehicle, prorated to the date of sale. In the event the Customer is unwilling or unable to purchase any such Vehicle(s), and any such Vehicle (s) are sold to a third party, Customer shall be liable to PacLease for any amount by which the net sale proceeds of such disposition are less than the Early Termination Value as set forth in Schedule A. If any such Vehicle(s) are leased to a third party, Customer shall be liable to PacLease for any reduction of rental income under the new leases.

17. Force Majeure

PacLease shall incur no liability to Customer, except as set forth herein for failure to supply any Vehicle, provide a substitute Vehicle, repair or maintain any Vehicle, or provide fuel for any Vehicle, if prevented by any national emergency, war, riot, fire, labour dispute, federal, provincial or local law, regulation or ordinance, shortage (local or national), or fuel allocation program, or any other cause beyond PacLease's reasonable control whether existing now or hereafter. If Customer is required to secure any other Vehicle during such a period, PacLease shall not be liable for charges to Customer for such other Vehicle. If PacLease's inability to perform maintenance on any Vehicle(s) under such conditions continues for more than sixty (60) days, then charges applicable to the maintenance services provided under this Agreement shall abate until PacLease is able to perform such maintenance or the Customer at its option can exercise the rights set out in Section 10.B. of this Agreement.

18. Transfer of Vehicle(s) or Assignment of Lease

Customer shall not have the right to transfer or sublet any of the leased Vehicle(s), or to assign, transfer, pledge or grant a security interest in this agreement or Customer's interests hereunder, without PacLease's prior written consent, nor shall Customer's interests hereunder inure to the benefit of any trustee, receiver, creditor or successor of Customer or of its property, whether or not in bankruptcy, by operation of law, or otherwise. Customer shall promptly notify PacLease in writing prior to any substantial changes in ownership or any material disposition of the assets of Customer's business. PacLease shall not unreasonably withhold consent for the transfer or assigning of Vehicle(s) to affiliates or subsidiaries of Customer; provided that (i) such affiliates or subsidiaries assume all the terms and conditions of this Agreement as to the transferred or assigned Vehicle(s); and (ii) Customer remains obligated under the terms of this Agreement for such Vehicle(s).

Canadian Vehicle Lease and Service Agreement

19. Financial Information

Customer agrees to provide PacLease with its most recent annual financial statements and other financial information requested from time to time.

20. Savings Clause

If any provision of this Agreement is invalid under the laws of any province when used, such provision shall be deemed not to be a part of this Agreement in such province, but shall not invalidate any other provision hereof.

21. Notices

All notices provided for herein shall be in writing and mailed to PacLease and Customer at the addresses given below or such other address designated in writing by either party.

22. Entire Agreement; Binding Effect

This Agreement contains the entire Agreement and understanding between the parties and its terms shall not be construed as altered by any verbal agreement or informal writing, nor by failure to insist upon performance or failure to exercise any right or privilege and may only be modified by written endorsement hereon or amendment hereto, or additional Schedule A's made a part hereof, duly executed by both parties. This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns.

23. Language

The present contract as well as all schedules and annexes forming an integral part hereof have been drawn up in the English language at the specific request of all parties hereto.

Le présent contrat ainsi que tous les cédules et annexes jointes ont été rédigées en langue anglaise à la demande expresse de toutes les parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated above.

PACCAR Leasing Company,
6465 Van Deemter Court, Mississauga, Ontario

(PACLEASE)

(SIGNATURE)

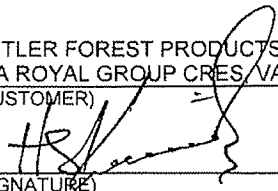
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(PRINT NAME/TITLE OF SIGNING AUTHORITY)

(DATE SIGNED)

CUTLER FOREST PRODUCTS INC.,
81A ROYAL GROUP CRES, VAUGHAN, Ontario

(CUSTOMER)



(SIGNATURE)

HAROLD KRAWITZ

(PRINT NAME/TITLE OF SIGNING AUTHORITY)

OCT-26/2020

(DATE SIGNED)

Amendment to Canadian Vehicle Lease and Service Agreement



This is an Amendment to the Canadian Vehicle Lease and Service Agreement (the "Lease"), dated October 22, 2020, between PACCAR Leasing Company, a division of PACCAR Financial Services Ltd. ("PacLease") and CUTLER FOREST PRODUCTS INC. ("Customer").

The parties agree to amend the Lease as follows:

The second sentence of Section 4.B. of the Lease Agreement is amended to read:

In the event that any tax credits and/or depreciation deductions are lost, reduced or delayed due to any contrary tax position taken by Customer, Customer agrees to indemnify and hold the party claiming depreciation deductions harmless against any and all losses and/or additional tax liabilities incurred by such party, including any interest, penalties and additions to tax.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

PACLEASE:

PACCAR Leasing Company

(SIGNATURE)

(PRINT NAME/TITLE OF SIGNING AUTHORITY)

(DATE SIGNED)

CUSTOMER:

CUTLER FOREST PRODUCTS INC.

(SIGNATURE)

HAROLD KRAUSITZ

(PRINT NAME/TITLE OF SIGNING AUTHORITY)

2020/10/28

(DATE SIGNED)



PACCAR Leasing Company
 Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1
 (905) 564-2300
 www.paclease.com

Remit: 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

Account: 10015

Sold To: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

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Please make payment to:
89

PACCAR Leasing
 Company-Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

10015

CUTLER FOREST PRODUCTS INC.

Date
 8/31/2022

Page 1 of 1

Document Date	Due Date	Branch	Document Number	Description	Balance	
*** Terms: NET 10 ***						
Invoice Information:						
06/29/2022	07/09/2022	MISS	54W21900	Repair Order	25.13	
06/30/2022	07/10/2022	MISS	54L1318048	Lease Contract	899.89	
07/13/2022	07/23/2022	MISS	54W21773	JOE	1,491.60	
07/31/2022	08/10/2022	MISS	54L1318050	Lease Contract	752.89	
08/01/2022	08/11/2022	MISS	54L1318051	Lease Contract	6,152.78	
Total Invoices:					9,322.29	
Total Due:					9,322.29	
For questions regarding charges on your account, please contact Anastasia Pelechaty at 905-799-9839 / anastasia.pelechaty@paccar.com						
Current Due	1 - 30	31 - 60	61 - 90	Over 90	Unapplied	Total Due
0.00	6,905.67	2,416.62	0.00	0.00	0.00	9,322.29

Document Number	Amount
Invoice Information:	
54W21900	25.13
54L1318048	899.89
54W21773	1,491.60
54L1318050	752.89
54L1318051	6,152.78
Total Invoices:	9,322.29
Total Due:	9,322.29
Total Due:	
	9,322.29

D-Disputed Invoice

C
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Please detach and return this portion
 with your payment



PACCAR Leasing Company
 Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1
 (905) 564-2300
 www.paclease.com

Remit: 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

**** Reprint ****
 Invoice: **54W21900 90**
 Date / Hour: 6/29/2022 2:45:05PM
 Repair Order: 21900
 Customer: 10015
 Branch: MISS
 Total Invoice: \$ 25.13
 Charge
 Page 1 of 1

Bill To: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Ship To: PLC - MISSISSAUGA INTERNAL
 REPAIRS
 6465 Van Deemter Court
 MISSISSAUGA, ON L5T 1S1

Work: (905) 564-2300

Fax: 905-238-5512

Customer P/O: NBrown Orig R/O: 0 Completion Date: 06/29/2022

Unit Number: 543718 **Model Year: 2021** **Make/Model: Kenworth T880**
Type: TNS **VIN: 1XKZD40X4MJ972656** **Meter: 69138 Kilometers**

Task: 1 06000317 Add Fluids Non-Mechanical Adjustment **Department: Service**

Complaint: refilled DEF
 Correction: Non-Mechanical Non-Mechanical Adjustment Add Fluids

Supp. Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
PLC PARTS -538915	DEF FLUID	EA	16.0	\$1.39	\$22.24

GST/HST Number: HST/GST 10403 7510 RT0003

Detail Tax Info:
 HST/GST 10403 7510 RT0003 \$2.89
 Total \$2.89

Total Parts:	\$22.24
Total Labor:	\$0.00
Invoice Subtotal:	\$22.24
Total Tax:	\$2.89
Total Invoice:	\$25.13

Payment Method Terms Due Date
 Charge NET 10 7/9/2022

Remit To:
 PACCAR Leasing Company-Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1



PACCAR Leasing Company
 Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1
 (905) 564-2300
 www.paclease.com

Remit: 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

*** REPRINT ***
 Invoice: 54L131804⁹¹
 Date / Hour: 6/30/2022 10:31 AM
 Lease Contract: 1318
 Customer: 10015
 Branch: MISS
 Total Invoice: \$ 899.89
 Page 1 of 1

Bill To: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Contract Address: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Variable Charges Billing Period: 06/01/2022 - 06/30/2022

Unit: 543514	VIN/Serial: 2NP2HM7X0JM466679		
Previously Billed Meter: 258,585		Meter at Billing: 262,603	
Make: Peterbilt	Model: 337	Year: 2018	
			Unit Total Variable: \$374.48
			Unit Total: \$374.48

Unit: 543718	VIN/Serial: 1XKZD40X4MJ972656		
Previously Billed Meter: 67,258		Meter at Billing: 69,119	
Make: Kenworth	Model: T880	Year: 2021	
			Unit Total Variable: \$192.99
			Unit Total: \$192.99

Unit: 543734	VIN/Serial: 2NKHHM6H4NM980633		
Previously Billed Meter: 49,464		Meter at Billing: 52,269	
Make: Kenworth	Model: T270	Year: 2022	
			Unit Total Variable: \$228.89
			Unit Total: \$228.89

Detail Tax Info:
 HST/GST 10403 7510 RT0003

	\$103.53
Total Tax:	\$103.53

Total Variable:	\$796.36
Total Fuel:	\$0.00
Invoice Subtotal:	\$796.36
Total Tax:	\$103.53
Total Invoice:	\$899.89

<u>Payment Method</u>	<u>Terms</u>	<u>Due Date</u>
Charge	NET 10	07/10/2022

GST/HST Number:
 HST/GST 10403 7510 RT0003

Remit To: PACCAR Leasing Company-Mississauga 6465 Van Deemter Court Mississauga, ON L5T 1S1
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PACCAR Leasing Company
 Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1
 (905) 564-2300
 www.paclease.com

Remit: 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

*** REPRINT ***
 Invoice: 54L13180503
 Date / Hour: 7/31/2022 10:34 AM
 Lease Contract: 1318
 Customer: 10015
 Branch: MISS
 Total Invoice: \$ 752.89
 Page 1 of 1

Bill To: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Contract Address: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Variable Charges Billing Period: 07/01/2022 - 07/31/2022

Unit: 543514 **VIN/Serial:** 2NP2HM7X0JM466679
Previously Billed Meter: 262,603 **Meter at Billing:** 267,108
Make: Peterbilt **Model:** 337 **Year:** 2018

Unit Total Variable: \$419.87
Unit Total: \$419.87

Unit: 543718 **VIN/Serial:** 1XKZD40X4MJ972656
Previously Billed Meter: 69,119 **Meter at Billing:** 70,310
Make: Kenworth **Model:** T880 **Year:** 2021

Unit Total Variable: \$123.51
Unit Total: \$123.51

Unit: 543734 **VIN/Serial:** 2NKHHM6H4NM980633
Previously Billed Meter: 52,269 **Meter at Billing:** 53,775
Make: Kenworth **Model:** T270 **Year:** 2022

Unit Total Variable: \$122.89
Unit Total: \$122.89

Detail Tax Info:
 HST/GST 10403 7510 RT0003

Total Tax: \$86.62

Total Variable: \$666.27
Total Fuel: \$0.00
Invoice Subtotal: \$666.27
Total Tax: \$86.62
Total Invoice: \$752.89

Payment Method: Charge **Terms:** NET 10 **Due Date:** 08/10/2022

GST/HST Number: HST/GST 10403 7510 RT0003

Remit To:
 PACCAR Leasing Company-Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1



PACCAR Leasing Company
 Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1
 (905) 564-2300
 www.paclease.com

Remit: 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

*** REPRINT ***
 Invoice: 54L131805 **94**
 Date / Hour: 8/1/2022 2:24 PM
 Lease Contract: 1318
 Customer: 10015
 Branch: MISS
 Total Invoice: \$ 6,152.78
 Page 1 of 1

Bill To: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Contract Address: CUTLER FOREST PRODUCTS INC.
 81A ROYAL GROUP CRES
 WOODBRIDGE, ON L4H 1X9

Fixed Charges Billing Period: 08/01/2022 - 08/31/2022

Unit: 543514	VIN/Serial: 2NP2HM7X0JM466679	Year: 2018	Unit Total Fixed: \$1,739.10
Make: Peterbilt	Model: 337		Unit Total: \$1,739.10

Unit: 543718	VIN/Serial: 1XKZD40X4MJ972656	Year: 2021	Unit Total Fixed: \$2,303.10
Make: Kenworth	Model: T880		Unit Total: \$2,303.10

Unit: 543734	VIN/Serial: 2NKHHM6H4NM980633	Year: 2022	Unit Total Fixed: \$1,402.74
Make: Kenworth	Model: T270		Unit Total: \$1,402.74

Detail Tax Info:
 HST/GST 10403 7510 RT0003

	\$707.84
Total Tax:	\$707.84

Total Fixed:	\$5,444.94
Total Fuel:	\$0.00
Invoice Subtotal:	\$5,444.94
Total Tax:	\$707.84
Total Invoice:	\$6,152.78

Payment Method	Terms	Due Date
Charge	NET 10	08/11/2022

GST/HST Number:
 HST/GST 10403 7510 RT0003

Remit To:
 PACCAR Leasing Company-Mississauga
 6465 Van Deemter Court
 Mississauga, ON L5T 1S1

DRAFT ID	PHG2C-A0902203348	CLIENT REF	PHGPL82652C00042
TOTAL 3C PAGES	2	DOCKET	466679
CREATED	2 Sep 2022	PRINTED	6 Sep 2022 11:08:10 AM
REGISTRATION NO / NEUVEAU NO D'ENREGISTREMENT	20220906 1004 1462 0806	REDUCTION/ DIMINUTION	
NEW REFERENCE FILE NO / NO DE DOSSIER DE REFERENCE	727596585	OLD REFERENCE FILE NO / ACIENT NO DE DOSSIER DE REFERENCE	727596585
CAUTION FILING/AVERTISSEMENT	NO	EXPIRY DATE / DATE D'EXPIRATION	12 May 2025

AMENDMENT / CORRECTION

REASONS FOR AMENDMENT / MOTIFS DE CORRECTION

UPDATE DEBTOR

DEBTORS REGISTERED / DEBITEUR ENRIGISTRE

REFERENCE DEBTOR	PACCAR LEASING COMPANY
DEBTOR	PACCAR LEASING COMPANY 6465 VAN DEEMTER COURT MISSISSAUGA, ON L5T1S1
DEBTOR	CUTLER FOREST PRODUCTS INC. 81A ROYAL GROUP CRESCENT WOODBIDGE, ON L4H1X9

SECURED PARTY REGISTERED / CREANCIER GARANTI

SECURED PARTY 1	PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD PO BOX 1518 BELLEVUE, WA 98009
-----------------	---

COLLATERAL CLASSIFICATION / CLASSIFICATION DES BIENS GREVES

	X	X		X	X
CONSUMER GOODS / BIENS DE CONS	INVENTORY/ STOCK	EQUIPMENT / MATERIEL	ACCOUNTS / COMPTES	OTHER / AUTRE	MOTOR VEHICLE INCLUDED / VEHICULE AUTOMOBILE INCLUS

PRINCIPAL AMOUNT / MONTANT PRINCIPAL GARANTI	\$87,313.00	DATE OF MATURITY/ DATE E'CHANCE	12/05/2025
---	-------------	------------------------------------	------------

MOTOR VEHICLE DESCRIPTION/DESCRIPTION DU VEHICULE AUTOMOBILE

	YEAR / ANNEE	MAKE / MARQUE	MODEL / MODELE	VIN
1	2018	PETERBILT	337	2NP2HM7X0JM466679

GENERAL COLLATERAL DESCRIPTION/DESCRIPTION GENERALE DU BIEN GREVE

REGISTERING AGENT/AGENT D'ENREGISTREMENT

PACCAR LEASING COMPANY PO BOX 1518 BELLEVUE WA 98009

COURTESY NOTES / AVIS A TITRE GRACIEUX

[END OF REGISTRATION]



Ontario PPSA Registration

PPSA Canada
 www.ppsacanada.com

VERIFICATION



Document Details

Registration Date: 12 MAY 2017
 Expiry Date: 12 MAY 2025
 Registration Number: 20170512 1406 1462 8946
 File Number: 727596585

Transaction ID: **001-842-599**

General

Reference Number: **466679**
 Registration Period (Years): 8

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **No** Other: **Yes**
 Motor Vehicle Included: **Yes**
 Principal Amount: **\$87,313.00**



Serial Numbered Collateral

2018 PETERBILT 337 2NP2HM7X0JM466679 MV



General Collateral

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518
 BELLEVUE WA 98009

3C [2C-A AMENDMENT] VERIFICATION STATEMENT / ETAT DE VERIFICATION

DRAFT ID	PHG2C-A0902210600	CLIENT REF	PHGPL82652C00043
TOTAL 3C PAGES	2	DOCKET	972656
CREATED	2 Sep 2022	PRINTED	6 Sep 2022 11:08:13 AM
REGISTRATION NO / NEUVEAU NO D'ENREGISTREMENT	20220906 1004 1462 0807	REDUCTION/ DIMINUTION	
NEW REFERENCE FILE NO / NO DE DOSSIER DE REFERENCE	760378428	OLD REFERENCE FILE NO /	760378428
CAUTION FILING/AVERTISSEMENT	NO	EXPIRY DATE / DATE D'EXPIRATION	25 Feb 2027

AMENDMENT / CORRECTION**REASONS FOR AMENDMENT / MOTIFS DE CORRECTION**

UPDATE DEBTOR

DEBTORS REGISTERED / DEBITEUR ENRIGISTRE

REFERENCE DEBTOR	PACCAR LEASING COMPANY
DEBTOR	PACCAR LEASING COMPANY 6465 VAN DEEMTER COURT MISSISSAUGA, ON L5T1S1
DEBTOR	CUTLER FOREST PRODUCTS INC. 81A ROYAL GROUP CRESCENT WOODBIDGE, ON L4H1X9

SECURED PARTY REGISTERED / CREANCIER GARANTI

SECURED PARTY 1	PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD PO BOX 1518 BELLEVUE, WA 98009
-----------------	---

COLLATERAL CLASSIFICATION / CLASSIFICATION DES BIENS GREVES

	X	X		X	X
CONSUMER GOODS / BIENS DE CONS	INVENTORY/ STOCK	EQUIPMENT / MATERIEL	ACCOUNTS / COMPTES	OTHER / AUTRE	MOTOR VEHICLE INCLUDED / VEHICULE AUTOMOBILE INCLUS

PRINCIPAL AMOUNT / MONTANT PRINCIPAL GARANTI	\$178,453.00	DATE OF MATURITY/ DATE E'ECHANCE	25/02/2027
---	--------------	-------------------------------------	------------

MOTOR VEHICLE DESCRIPTION/DESCRIPTION DU VEHICULE AUTOMOBILE

	YEAR / ANNEE	MAKE / MARQUE	MODEL / MODELE	VIN
1	2021	KENWORTH	T880	1XKZD40X4MJ972656

GENERAL COLLATERAL DESCRIPTION/DESCRIPTION GENERALE DU BIEN GREVE**REGISTERING AGENT/AGENT D'ENREGISTREMENT**

PACCAR LEASING COMPANY PO BOX 1518 BELLEVUE WA 98009

COURTESY NOTES / AVIS A TITRE GRACIEUX**[END OF REGISTRATION]**



VERIFICATION



Document Details

Registration Date: 25 FEB 2020
 Expiry Date: 25 FEB 2027
 Registration Number: 20200225 1705 1462 3756
 File Number: 760378428

Transaction ID: **002-882-277**



General

Reference Number: 972656
 Registration Period (Years): 7

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **No** Equipment: **Yes** Accounts: **No** Other: **Yes**
 Motor Vehicle Included: **Yes**
 Principal Amount: **\$178,453.00**



Serial Numbered Collateral

2021 KENWORTH T880 1XKZD40X4MJ972656 MV



General Collateral

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518
 BELLEVUE WA 98009



VERIFICATION



Document Details

Registration Date: 10 AUG 2021
 Expiry Date: 10 AUG 2030
 Registration Number: 20210810 1701 1462 5359
 File Number: 775294056

Transaction ID: **003-718-705**



General

Reference Number: **980633**
 Registration Period (Years): 9

Caution Filing: **No**
 Perform a Post Search: **No**
 Register Immediately: **No**



Business Debtor

PACCAR LEASING COMPANY
 6465 VAN DEEMTER COURT
 MISSISSAUGA ON L5T1S1

CUTLER FOREST PRODUCTS INC
 81 ROYAL GROUP CRESCENT
 WOODBRIDGE ON L4H1X9



Individual Debtor

No Individual Debtor



Secured Party

PACCAR LEASING COMPANY, A DIVISION OF PACCAR FINANCIAL SERVICES LTD
 PO BOX 1518
 BELLEVUE WA 98009



Collateral Classification

Consumer Goods: **No** Inventory: **Yes** Equipment: **Yes** Accounts: **No** Other: **No**
 Motor Vehicle Included: **No**
 Principal Amount: **\$86,378.00**



Serial Numbered Collateral

2022 KENWORTH T270 2NKHHM6H4NM980633 MV



General Collateral

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Registering Agent

PACCAR LEASING COMPANY
 PO BOX 1518

BELLEVUE WA 98009



Courtesy Note

MOTOR VEHICLE DESCRIBED BUT NOT INDICATED ON LINE 10 SECTION 2

Drafted by NICOLE BOLT - PACCAR LEASING COMPANY

Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name Third Party []

Signature

Plate Owner Address Change Notice / Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & twp / N° et rue, ou lot conc. et canton

City, Town, Village / Ville ou Village Apt no. / N° d'app

Prov. Postal code / Code postal

Mailing address as above. If no, complete mailing address on reverse. / Adresse postale identique - si non, remplir l'espace au verso.

Name / Nom
CUTLER FOREST PRODUCTS INC.

R.I.N. / N.I.T. Signature

139307907

For address change, detach here. / Pour changement d'adresse, détachez ici.

Ontario **CON - FIT PLaque** **BE53916**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM. - VÉHICULE

BRAND - NONE PLATED

VIN. N.I.V. **2NP2HM7X0JM466679** R.I.N. N.I.T. **086552734**

MAKE MARQUE **PTRB** MODEL MODÈLE **CON** YEAR ANNÉE **18** BODY TYPE TYPE DE CARROSSERIE **CT**

CYL **2** POWER CARBURANT **D** COLOUR COULEUR **WHI** VEH.WT. POIDS **04519** kg

AXLES ESSIEUX **2** S.I.C./S.C. NO. N° DE C.I.S./C.S.

NAME NOM **PACCAR FINANCIAL SERVICES LTD. PACCAR LEASING COMPANY**

ADDRESS ADRESSE **6465 VAN DEEMTER COURT MISSISSAUGA, ONTARIO** L5T1S1

MAILING ADDRESS ADRESSE POSTALE

OFFICE / BUREAU	EFF. DATE / EN VIGUEUR	PERMIT NO. / N° DE CERTIFICAT
335-5/0N	20 11 03	L4381280

5A-3514

Minister of Transportation / Ministre des Transports

Ontario **CON PLaque** **BE53916**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT D'IMM. - PLAQUE

VIN. N.I.V. **2NP2HM7X0JM466679** R.I.N. N.I.T. **139307907**

MAKE MARQUE **PTRB** MODEL MODÈLE **CON** YEAR ANNÉE **18**

VALTAG NO. N° DE VALIDATION **1353088** EXPIRY DATE DATE D'EXPIRATION **211031**

CODE REG. GROSS WT. POIDS BRUT ENR **11000** kg

NAME NOM **CUTLER FOREST PRODUCTS INC.**

ADDRESS ADRESSE **81A ROYAL GROUP CRES VAUGHAN (Y), ONTARIO** L4H1X9

MAILING ADDRESS ADRESSE POSTALE

OFFICE / BUREAU	EFF. DATE / EN VIGUEUR	PERMIT NO. / N° DE CERTIFICAT
335-5/0N	20 11 03	L4381280

5A-3514

SIGNATURE **Abelechady**

Minister of Transportation / Ministre des Transports

ID Viewed	
ID Number	
Name	Third Party ()
Signature	

Plate Owner Address Change Notice / Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & twp / N° et rue, ou lot conc. et canton

City, Town, Village / Ville ou Village Apt no. / N° d'app

Prov. Postal code / Code postal

Mailing address as above: if no, complete mailing address on reverse / Adresse postale identique: si non, remplir l'espace au verso.

Name / Nom: **CUTLER FOREST PRODUCTS INC.**

R.I.N. / N.I.T. Signature

139307907

Ontario COM - FIT PLATE PLAQUE BE53917
Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM. - VEHICULE

BRAND - NONE PLATED

VIN. N.I.V. 1XKZD40X4MJ972656 R.I.N. N.I.T. 086552734

MAKE MARQUE KW MODEL MODÈLE CON YEAR ANNÉE 21 BODY TYPE TYPE DE CARROSSERIE CT

CYL. POWER CARBURANT 0 COLOUR COULEUR WHI VEH.WT. POIDS 07961 kg

AXLES ESSEUX 3 S.I.C.S.S.C. NO. N° DE C.I.S.I.C.S.

NAME NOM: **PACCAR FINANCIAL SERVICES LTD. PACCAR LEASING COMPANY**

ADDRESS ADRESSE: **8465 VAN DEEMTER COURT MISSISSAUGA, ONTARIO**

MAILING ADDRESS ADRESSE POSTALE: **L5T1S1**

OFFICE / BUREAU: 335-5/0H	EFF. DATE / EN VIGUEUR: 20-11-03	PERMIT NO. / N° DE CERTIFICAT: L4381281	SA-3718
---------------------------	----------------------------------	--	----------------

Minister of Transportation / Ministre des Transports

Ontario COM PLATE PLAQUE BE53917
Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT D'IMM. - PLAQUE

ATTACHED

VIN. N.I.V. 1XKZD40X4MJ972656 R.I.N. N.I.T. 139307907

MAKE MARQUE KW MODEL MODÈLE CON YEAR ANNÉE 21

VALTAG NO. N° DE VALIDATION 1353089 EXPIRY DATE DATE D'EXPIRATION 211031

REG. GROSS WT. POIDS BRUT ENR. 59000 kg

NAME NOM: **CUTLER FOREST PRODUCTS INC.**

ADDRESS ADRESSE: **81A ROYAL GROUP CRES VAUGHAN (Y), ONTARIO**

MAILING ADDRESS ADRESSE POSTALE: **L4H1X9**

OFFICE / BUREAU: 335-5/0H	EFF. DATE / EN VIGUEUR: 20-11-03	PERMIT NO. / N° DE CERTIFICAT: L4381281	SA-3718
---------------------------	----------------------------------	--	----------------

SIGNATURE: *Abeleshatey*

Minister of Transportation / Ministre des Transports

Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name Third Party []

Signature

Plate Owner Address Change Form / Avis de changement d'adresse du propriétaire de la plaque

Street name & No. or lot, conc & twp / N° et rue, ou lot conc. et canton

City, Town, Village / Ville ou Village Apt no. / N° d'app

Prov. Postal code / Code postal

Mailing address as above. If no, complete mailing address on reverse / Adresse postale identique. Si non, remplir l'espace au verso.

Name / Nom

R.I.N. / R.I.T. **CUTLER FOREST PRODUCTS INC** Signature

Office No. **03**

Issue Date

Stock Issued

For address change, detach here. / Pour changement d'adresse, détachez ici.

For address change, detach here. / Pour changement d'adresse, détachez ici.

Ontario **PLATE PLAQUE** **CON - FIT** **BK4425**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM. - VEHICULE

VI.N. / N.I.V. **2NKHHM6H4NM980633** R.I.N. / R.I.T. **086552734**

MAKE / MARQUE **KENW** MODEL / MODELE **T27** YEAR / ANNÉE **22** BODY TYPE / TYPE DE CARROSSERIE **CT**

CYL **2** POWER CARBURANT **G** COLOUR / COULEUR **WHI** VEH.WT. / POIDS **06380**

AXLES / ESSIEUX **2** S.I.C.S. NO. / N° DE C.I.S./C.S.

NAME / NOM **PACCAR FINANCIAL SERVICES LTD. PACCAR LEASING COMPANY**

ADDRESS / ADRESSE **6465 VAN DEEMTER COURT MISSISSAUGA, ONTARIO** L5T1S1

MAILING ADDRESS / ADRESSE POSTALE

OFFICE / BUREAU **335-1/04** EFF. DATE / EN VIGUEUR **21-03-16** PERMIT NO. / N° DE CERTIFICAT **L4379631**

5A-3734

Minister of Transportation / Ministre des Transports

Ontario **PLATE PLAQUE** **CON** **BK4625**

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - PLATE PORTION / CERTIFICAT D'IMM. - PLAQUE

VI.N. / N.I.V. **2NKHHM6H4NM980633** R.I.N. / R.I.T. **139307907**

MAKE / MARQUE **KENW** MODEL / MODELE **T27** YEAR / ANNÉE **22**

VALTAG NO. / N° DE VALIDATION **1446479** EXPIRY DATE / DATE D'EXPIRATION **211031**

CODE **11000** REG. GROSS WT. / POIDS BRUT ENR.

NAME / NOM **CUTLER FOREST PRODUCTS INC.**

ADDRESS / ADRESSE **81A ROYAL GROUP CRES VAUGHAN (Y), ONTARIO** L4H1X9

MAILING ADDRESS / ADRESSE POSTALE

OFFICE / BUREAU **335-1/04** EFF. DATE / EN VIGUEUR **21-03-16** PERMIT NO. / N° DE CERTIFICAT **L4379631**

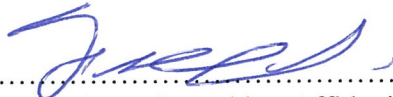

54-3734

Minister of Transportation / Ministre des Transports



SIGNATURE **Apeleshaty**

This is Exhibit "J" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022


.....
A Commissioner for Taking Affidavits


From: Laura-Ann Campbell <Laura-Ann.Campbell@PACCAR.com>
Sent: Wednesday, September 7, 2022 2:29 PM
To: Joshua Samson <jsamson@fullerllp.com>
Cc: Marlene Watt <Marlene.Watt@PACCAR.com>; Adam Erlich <aerlich@fullerllp.com>; Naomi Lieberman <nlieberman@fullerllp.com>
Subject: RE: Cutler Forest Products Inc- Paccar Statement of Accounts URGENT

Good afternoon Josh,

Please see Paccar's proof of claim with attachments including the lease documents and PPSA registrations.

Paccar rents the trucks in question to Cutler as a true and not financing lessor, and provides maintenance and servicing with respect to the trucks. As the lessee is not paying the required rental payments and has failed to make some maintenance payments, it is important that Paccar recover possession of the trucks immediately. I would appreciate a response to this request so that arrangements can be made to return the trucks to Paccar.

Regards,

Laura-Ann Campbell

Office Supervisor

PACCAR Leasing Company - Mississauga

o 905.564.2300 | Laura-Ann.Campbell@paccar.com | [linkedin](#)

This is Exhibit "K" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #859040

Court File No. CV-22-00684833-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondents

**FIRST REPORT OF THE COURT-APPOINTED RECEIVER OF CUTLER
FOREST PRODUCTS INC.**

OCTOBER 4, 2022

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	BACKGROUND	2
III.	OVERVIEW OF THE RECEIVER’S ACTIVITIES.....	7
IV.	SALES PROCESS AND APPROVAL OF SALE AGREEMENT	8
V.	TEMPORARY SEALING ORDER.....	13
VI.	REQUESTS FOR APPROVAL.....	13

INDEX OF APPENDICES

- “A” - Receivership Order – dated August 4, 2022
- “B” - Affidavit of Jeff Dawson (without exhibits)
- “C” - Redacted Agreement of Purchase and Sale
- “D” - Redacted Occupation Agreement

INDEX OF CONFIDENTIAL APPENDICES

- “E” - Confidential Information Memorandum and Offer Form
- “F” - Confidential Auction Proposals and Summary
- “G” - Confidential Agreement of Purchase and Sale dated October 4, 2022

I. INTRODUCTION

1. Pursuant to an Order of the Honourable Madam Justice Dietrich of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 4, 2022 (the “**Receivership Order**”), The Fuller Landau Group Inc. (“**Fuller**”) was appointed Receiver (the “**Receiver**”) of all the assets, undertakings, and properties of Cutler Forest Products Inc. (“**Cutler**” or the “**Company**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. The circumstances leading to the Receiver’s appointment are set out in the affidavit of Mr. Jeff Dawson, Director, Special Loans and Advisory Services Department at the Royal Bank of Canada (“**RBC**”) sworn August 2, 2022 (the “**Affidavit**”) and the application material filed by RBC. A copy of the Affidavit (without appendices) is attached hereto as **Appendix “B”**.
3. The purpose of this report (the “**First Report**”) is to update the Court and stakeholders regarding:
 - a) The Receiver’s activities since its appointment;
 - b) Cutler’s assets and liabilities;
 - c) The Sales Process (as defined below) with respect to Cutler’s assets (the “**Assets**”) and undertakings and the Receiver’s recommended sale agreement and transaction;
 - d) The terms and conditions of the Agreement of Purchase and Sale between the Receiver and Infinity Assets Solutions Inc. (the “**Purchaser**”) dated October 4th, 2022 (the “**APS**”) which has been entered into subject to approval by this Court (“collectively the “**Sale Transaction**”); and
 - e) To request that this Court grant an Order:
 - i. Approving this First Report and the activities of the Receiver in relation to the Sales Process;
 - ii. Approving the APS and authorizing the Receiver to complete the Sale Transaction contemplated therein;
 - iii. Vesting in the Purchaser all of the Company’s right, title and interest in the Purchased Assets (as defined in the APS) free and clear of all liens, claims and encumbrances upon completion of the Sale Transaction (as evidenced

by the Receiver filing a certificate certifying same);

- iv. Temporarily sealing **Confidential Appendices “E” “F” and “G”** (the **“Confidential Appendices”**) which contain the Confidential Information Memorandum and Offer Form, the Initial Proposals and Final Proposals (as defined below) and summary thereof, and an unredacted copy of the APS respectively until the completion of the Auction (as defined below) or until further order of the Court. A redacted version of the APS is attached hereto as **Appendix “C”**.
4. In preparing and filing this First Report, the Receiver has been provided with and has relied upon certain information, including unaudited and draft, internal financial information obtained from the Company’s books and records, as well as discussions with the Company’s former management and staff, third parties and creditors (the **“Information”**). The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.
 5. A copy of this First Report and other relevant receivership documents is available on the Receiver’s website: www.fullerllp.com/active_engagements/cutler-forest-proudcts-inc
 6. All references to dollars are in Canadian currency unless otherwise noted.

II. BACKGROUND

7. Cutler, which was incorporated pursuant to the laws of Ontario, operated its head office and manufacturing facility from leased premises located in Woodbridge, Ontario (the **“Cutler Premises”**). Cutler had 103 full time and part time employees who were all terminated upon the granting of the Receivership Order. The Company’s workforce is not unionized and it does not have any pension plans.
8. Cutler was principally a manufacturer of vanities, kitchen and bathroom cabinets and a distributor of wood/componentry. Cutlers’ products were primarily sold to Canadian big box retailers as well as via multiple E-commerce websites in Canada and the United States.

9. The directors and officers of the Company were Mr. Harold Krawitz and Mr. Jonathan Glick. The Receiver understands that both Mr. Krawitz and Mr. Glick registered their respective resignations as officer's and directors on July 29, 2022 prior to the Receiver's appointment.
10. A summary of Cutler's assets and liabilities is set out in the following paragraphs.

Assets:

Book Value	(\$000s)
Accounts Receivable	2,269
Inventory	7,088
Prepaid Expenses	345
Property, plant, and equipment (net)	2,873
Total	12,575

11. Approximately 80% or \$5.6 million of the book value of inventory is located at the Cutler Premises. The balance of the inventory, (approximately \$1.5 million) is principally located at five third-party storage warehouses located in Scarborough Ontario (the "**Scarborough Warehouse**"), Buffalo New York, Cranbrooke New Jersey, Jacksonville Florida, and Paris California, (collectively referred to as the "**3rd Party Warehouses**").
12. As at the date of Receivership the Scarborough Warehouse landlord Barone Transport and Warehousing Ltd. ("**Barone**") advised storage charges of approximately \$75,000 was due, notwithstanding the terms of a Bailee Letter Agreement dated August 27, 2021 by RBC, Cutler and Barone. At the date of this Report, the Receiver is of the position that the subject Bailee Letter Agreement is clear that Barone has waived all claims as against the subject stored assets. The Receiver and counsel to Barone have agreed to complete the sale of this Cutler inventory to the Purchaser with the resulting proceeds to be held pending resolution of entitlement to same.
13. Inventory to fulfil Canadian based E-commerce orders and transactions was manufactured and shipped from the Cutler Premises, while inventory to fulfil US E-commerce orders and transactions was manufactured at the Cutler Premises and shipped and stored at the 3rd Party Warehouses located in the United States subject to storage, pick and pack agreements with CastleGate Logistics Inc. and Fedex Trade Networks Inc.

14. Although Cutler books and records indicate a book value of approximately \$7.088 million for the Inventory, the Receiver notes that its value is likely significantly overstated due to, among other things:
- a) high staff turnover at Cutler in the months prior to the Receivership Order resulting in limited and infrequent physical cycle counts being completed giving rise to quantity variances;
 - b) manufacturing inefficiencies including the substitution of materials during production which were not able to be scanned out of inventory and inventory records that were not recently updated;
 - c) discontinued or slow-moving inventory not fully reflected in the book value. Management confirmed that there is significant quantity of slow moving and/or obsolete inventory at both the Cutler Premises and at the Scarborough Warehouse; and
 - d) as a result of the Receivership, and the cessation of operations a significantly higher level of incomplete work in process inventory as opposed to readily saleable finished goods.

Liabilities:

Canada Revenue Agency (“CRA”)

15. At the date of the Receivership Order, the Company’s records indicated that it was current with respect to source deduction remittances and a liability for HST of approximately \$51,000 existed. CRA has submitted an unsecured claim of \$5,774.29 for EI and CPP. The Receiver is in the process of obtaining trust examinations by CRA to confirm any amounts due.

Employee Claims

16. Former employees were owed amounts for wages, commissions, vacation pay, termination and severance due as at the date of the Receivership. All such amounts will be reviewed and, where applicable will be satisfied in accordance with section 81.4 of the *Bankruptcy and Insolvency Act* (“BIA”) or through the *Wage Earner Protection Program Act* (“WEPP”).

17. The Receiver has issued the appropriate notices and application forms under WEPP, and corresponded with Service Canada regarding WEPP claims. The Receiver has determined that priority component of the former Cutler employee claims subject to the employee priority charge as defined in section 81.4 of the BIA totals approximately \$125,000.

Secured Creditors

18. At the time of the Receiver's appointment, Cutler was indebted to RBC in the amount of approximately \$4.4 million (the "**RBC Indebtedness**"). The RBC Indebtedness was secured by a General Security Agreement dated April, 2007, section 427 Bank Act security dated April, 2007, a Master Lease Agreement dated December 19, 2011 with schedules and an assignment of insurance policies dated April, 2021 (the "**General Security Agreement**"). Further information regarding the RBC Indebtedness is contained in the Affidavit.
19. Harrison Pensa LLP, counsel to the Receiver ("**HP**"), has provided the Receiver with a legal opinion (the "**RBC Security Opinion**") regarding the security held by RBC. HP has advised the Receiver that, subject to the usual qualifications and assumptions, it is of the opinion that the RBC security constitutes attached, perfected, valid and enforceable security as against Cutler's assets in favour of RBC.
20. According to the Company's books and records, Cutler's other secured creditors, Husky International Limited and Cutler Hometech Holdings were owed approximately \$2.0 million and \$2.8 million respectively at the time of the Receiver's appointment. The Receiver understands that these secured creditors are related to certain former directors and officers of the Company.

Leased Assets

21. Prior to the Receivership, Cutler had entered into leases with the following equipment lessors (the “Lessors”):

<u>Notes:</u>	<u>Lessor:</u>	<u>Description:</u>
1	CWB National Leasing	Centateq N-300 (Optimat NBP084/VANTECH510)
2	Mitsubishi/CLE Capital Inc.	Edgeteq S-500 (KAL370 Ambition 2482) S/N 0-200-66-5245
2	Vault Credit Corporation	2008 KDF770 Brandt Edgebender, 2001 Weimoner ThermoFoil Press
2	Vault Credit Corporation	2006 Used Komo Mach II CNC, S/N 57184-06 with accessories
2	Meridian Onecap Credit Corp.	Kyocera TA-8002i photocopier system S/N VAK6Y00032
3	Paccar Leasing Company	2021 Kenworth T270 S/A Truck, VIN 2NKHHM6H4NM980633
3	Paccar Leasing Company	2021 Kenworth T880 Tandem-Axle Tractor
3	Paccar Leasing Company	2018 Peterbilt 337 Single Axle Straight Truck, VIN 2NP2HM7X0JM466679

Note 1: It is the Receiver’s position that CWB National Leasing (“CWB”) does not possess a valid Purchase Money Security Interest (“PMSI) pursuant to section 33 of the *Personal Property Security Act (Ontario)* (the “PPSA”) in the equipment subject to the CWB lease, as the CWB registration under the PPSA was made more than 15 days after the day on which Cutler took possession of the subject leased equipment. This priority matter is unresolved at the date of this First Report.

Note 2: Mitsubishi HC Capital Canada (“Mitsubishi”), Vault Credit Corporation (“Vault”), and Meridian Onecap Credit Corp (“Meridian”) each hold valid PMSIs with respect to their leased equipment.

Note 3: It is the Receiver’s position Paccar does not possess a valid PMSI pursuant to section 33 of the *Personal Property Security Act (Ontario)* (the “PPSA”) in the equipment subject to the Paccar Leases, as their registrations under the PPSA were made more than 15 days after the day on which Cutler took possession of the subject leased equipment. Paccar is disputing this position. This priority matter is unresolved at the date of this First Report.

22. In addition, Cutler had entered a Memorandum of Understanding (“MOU”) with Packsize, LLC for the use of certain packaging equipment and supply of packaging materials. HP has advised that in its view the MOU is subject to the requirements of the PPSA, and as no registration exists Packsize does not possess a valid PMSI.

23. The Receiver and HP have communicated the Receiver's positions to the above parties either directly or to their counsel. As set out in Paragraph 43(d)(ii) below, pending resolution of the priority issues with the various Lessors, the Receiver will exclude the subject leased assets from the Sale Transaction, if same is approved. Counsel for Paccar has corresponded with the Receiver advising that in the event the Paccar leased assets are not returned by Wednesday October 5, 2022, an urgent application will be brought to the Court to direct the return of the Paccar assets.

Unsecured Creditors

24. According to the Company's books and records, Cutler's unsecured trade debt totaled approximately \$5.4 million.
25. Pursuant to section 245(1) and 246(2) of BIA, on August 15, 2022, the Receiver sent notice of its appointment and a statement, in the prescribed form, to all known creditors and other stakeholders.

III. OVERVIEW OF THE RECEIVER'S ACTIVITIES

26. Since the granting of the Receivership Order, the Receiver has taken steps to secure and preserve Cutler's property and assets including, among other things:
- a) Taking possession of the Assets and retaining certain former employees of Cutler under standard term and task arrangements as necessary to achieve the Receiver's objectives;
 - b) Arranging for the continuation of all essential services required by the Receiver;
 - c) Negotiating terms of an occupation agreement with Omers Realty Corporation c/o Oxford Properties Group, the landlord of the Cutler Premises; a redacted copy of the occupation agreement (the "**Occupation Agreement**") is attached as **Appendix "D"**;
 - d) Coordinating a review of the security documents of RBC and the various leasing companies;
 - e) Securing Cutler's electronic books and records with the assistance of Cutler's former employees and/or contractors and IT service providers;

- f) Engaging in the collection of Cutler's accounts receivable, holding discussions with key customers and completing certain limited production or deliveries of goods as further agreed;
- g) Entering into an Escrow Agreement with a customer regarding its account receivable, supply of and payment for product manufactured during the Receivership;
- h) Reviewing documentation regarding assets located with third parties and speaking with third parties to arrange for the return of these assets, if possible;
- i) Continuing the existing insurance policies held by the Company prior to the date of receivership and ensuring that the Receiver has been added as a loss payee to all relevant policies;
- j) Maintaining E-commerce platforms and completing sales of inventory through E-commerce platforms; and
- k) Renewing expiring Cutler domain/website registrations.

IV. SALES PROCESS AND APPROVAL OF SALE AGREEMENT

Sales Process

- 27. In February 2022 Fuller was retained as financial consultant to Cutler to perform an assessment of the Company's business and prospects. In March 2022 the Company and Fuller collectively initiated a solicitation process for debt or equity investment to refinance and replace RBC as lender.
- 28. As part of this pre-receivership solicitation process, management and Fuller held discussions with 24 potential investors, and competitors and other parties interested in acquiring Cutler. These 24 parties completed additional due diligence as considered necessary. These efforts were ultimately unsuccessful.
- 29. At the date of Receivership Order, due to various breaches, Cutler's bank accounts had been frozen and no additional funding was available from RBC. Cutler had several hundred orders in its production queue from customers. The orders in queue, customer relationships, and work in process would have minimal or no value once the customer canceled the purchase orders. Given the lack of available funding, the termination of the Company's employees and the significant occupation expenses for the Cutler Premises, the Receiver was left with a short window to attempt

to find another manufacturer to potentially purchase and transfer the existing Cutler order book and undertaking as well as all the assets required for a going concern sale.

30. Approximately 40% of Cutler's accounts receivable outstanding at the date of receivership was from its largest customer, Lowe's Companies Canada ULC/Rona Inc. ("**Lowe's**"). The Receiver held discussions with Lowe's shortly following its appointment to determine if continued production was feasible and to request funding from Lowe's to maintain some level of operations and to complete these orders. Ultimately on August 16th, 2022 Lowe's legal counsel wrote to the Receiver confirming that it was cancelling all outstanding purchase orders with Cutler.
31. Certain competitors, customers and suppliers of the Company contacted the Receiver shortly after its appointment expressing an interest in completing due diligence on the Company and assets, and potentially pursuing a going concern transaction for the Assets. In consultation with Mr. Krawitz, the Receiver retained certain former Cutler employees on a term and task contract basis, to assist the Receiver, including to (i) complete and ship certain final orders; (ii) maintain the E-Commerce business; and (iii) carry out its duties under the Receivership Order.
32. As a result of the above circumstances, the Receiver developed a focused sales process ("**Sales Process**") the terms of which are described in the Receiver's Confidential Information Memorandum ("**CIM**"), with a view toward maximizing creditor and stakeholder value through a possible going concern sale of the Cutler business and Assets.
33. The Sales Process began informally on August 15, 2022. The Receiver placed a newspaper advertisement in the Globe and Mail newspaper on August 23, 2022 and completed a focused distribution of the advertisement and a nondisclosure agreement ("**NDA**") throughout the remainder of August and into early September to certain potential investors and competitors who the Receiver and the Company's former management believed may have an interest in bidding on either the Company or its Assets or contacted the Receiver directly.
34. In addition to the solicitation of potential investors and competitors during the Sales Process the Receiver also contacted seven liquidators to request liquidation proposals for the Assets.

35. In total 18 parties (excluding the liquidators) executed NDAs and completed some level of due diligence, including attending at the Cutler Premises and requesting additional information or data from the Receiver.
36. A deadline for the submission of offers was set for September 12, 2022 (the “**Bid Deadline**”) and communicated to all interested parties, although the Receiver outlined in the CIM that it reserved its right to accept and close a transaction prior to the Bid Deadline in its sole discretion. A copy of the CIM and Offer Form is included as **Confidential Appendix “E”**. The Receiver requested offers to be submitted for five parcels of Assets, namely: (i) Equipment and Machinery and Leased Equipment and Machinery; (ii) Inventory; (iii) Intellectual Property; (iv) Real Property Lease; and (v) all Assets.
37. The Receiver is of the view that the Sales Process timeline was appropriate in the circumstances given: (i) time sensitivities related to the business, its customers, and former employees, (ii) the lack of funding and significant overhead costs related to business including the continued occupation of the Cutler Premises, and (iii) the solicitation process for the investment in and/or sale of Cutler which the Company and Fuller undertook between March 2022 to July 2022, which proved unsuccessful.
38. At the Bid Deadline, nine offers were submitted by interested parties as follows:
- One offer for the Intellectual Property;
 - One offer for a small subset of the Equipment and Machinery Parcel; and
 - Seven auction proposals and a purchase offer from liquidators.
39. Six of the seven liquidators limited their proposals to the assets physically located at the Cutler Premises. The Purchaser submitted a net minimum guarantee (“**NMG**”) proposal and an outright purchase proposal which included i) inventory and machinery and equipment at the Cutler Premises, ii) inventory related to the E-commerce business at the 3rd Party Warehouses, and iii) the Intellectual Property. Following receipt of the offers, the Receiver corresponded with some parties that submitted offers to clarify certain terms of their respective offers.

Round Two of Offer Submissions

40. After reviewing the two offers and the seven liquidator proposals (the “**Initial Proposals**”), the Receiver determined that the highest and best recovery for the estate would be generated by accepting one of the top three liquidator proposals. As these proposals were markedly close, the Receiver contacted the top three liquidators on September 14, 2022, and invited each to revise and improve their respective proposals by no later than 5:00pm on September 16, 2022.
41. Following receipt of the revised proposals (the “**Final Proposals**”) and further discussions to clarify terms and conditions where necessary, the Receiver concluded that the most favourable, commercially reasonable, and fair final proposal, was the Purchaser’s proposal to purchase Cutler’s Assets since it:
- a) Is an offer for all of Cutler’s assets in Canada and the US;
 - b) Provides certainty as to realizations, subject to the terms of the APS;
 - c) Eliminates any future risk to the Receiver as regards market conditions for the Assets at auction or through the Receiver’s own recovery efforts for the US based inventory;
 - d) Allows the Receiver to eliminate ongoing operational costs to maintain the E-commerce platforms;
 - e) Provides recoveries of a magnitude that is comparable to the competing Net Minimum Guarantee offers; and
 - f) Is the highest and best value for the Assets in the circumstances.
42. RBC support’s the Receiver entering into the APS with Infinity. The Receiver and the Purchaser executed the APS on October 4, 2022 (subject to Court Approval).
43. The aggregate purchase price for the Assets will be greater than the \$500,000 threshold established under the Receivership Order, and therefore requires the approval of this Court.

Summary of the Asset Purchase Agreement

44. By way of summary, the APS provides that:
- a) The purchase price is comprised entirely of cash consideration;
 - b) The deposit received on September 16, 2022 will be credited to the Purchaser on closing of the Sale Transaction;
 - c) the Purchased Assets are on “as is, where is” and “without recourse” basis, and consist solely of all the Company’s right, title and interest, if any, in and to its:
 - i. Machinery and Equipment;
 - ii. Inventory; and
 - iii. Intellectual Property
 - d) the purchase price will be adjusted as of the Closing Date for:
 - i. the sale of E-commerce inventory during the period from September 12, 2022 (being the initial proposal bid date) and the closing of the Sale Transaction on an agreed upon basis; and
 - ii. those leased assets the Receiver is unable to convey for the reasons set out in Paragraphs 20 to 23, subject to adjustment once priority is determined.
 - e) the Sale Transaction’s only substantive condition is that the Court issue an order approving the APS/Sale Transaction and vesting in the Purchaser all the Purchased Assets free and clear of all encumbrances (the “**Proposed Approval and Vesting Order**”).

Approval of the Sale Transaction

45. Should the Court approve the APS and the transaction subject to same closing, Infinity will conduct an auction of the Purchased Assets located at the Cutler Premises (the “**Auction**”) and has agreed to abide by the Occupation Agreement. It is anticipated that Infinity will vacate the Cutler Premises on or before December 28, 2022.

46. In light of, most notably, the marketing of the Assets both before and during the Receivership and for the reasons set-out in Paragraph 41 above, the Receiver is of the view that the conduct of the Sale Process and the resulting proposed Sale Transaction comply with the principles set out in *Royal Bank v. Soundair Corp.* (1991), 4 O.R. (3d) 1 (C.A.).¹ The Receiver recommends that the Court approve the Sale Transaction and grant the Proposed Approval and Vesting Order.

V. TEMPORARY SEALING ORDER

47. Each of the Confidential Appendices contains confidential information of a highly sensitive commercial nature, which would likely jeopardize the value that could be generated from the Assets if disclosed prior to a transaction closing in respect of same. A redacted copy of the APS has also been included in the public record to limit the request for sealed information to what the Receiver believes needs to be sealed to preserve the integrity of the Receiver's realization efforts. The Receiver therefore requests that the Confidential Appendices be sealed subject to the completion of the Auction or further Order of the Court.

VI. REQUESTS FOR APPROVAL

48. The Receiver respectfully recommends and requests that this Court grant the relief as requested in Paragraph 3 of this First Report.

All of which is respectfully submitted this 4th day of October 2022.



The Fuller Landau Group Inc.
in its capacity as Court appointed
Receiver of Cutler Forest Products Inc.

This is Exhibit "L" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #859045



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Refer to file no. 44806

October 3, 2022

BY EMAIL TO rdanter@harrisonpensa.com

Robert Danter
Harrison Pensa LLP
P.O. Box 3237
London, ON
N6A 4K3

Dear Mr. Danter:

Re: Paccar Leasing Company re receivership of Cutler Forest Products Inc. ("Cutler")

I write further to your call with my colleague, Craig Colraine, on Weds., September 28th with respect to this matter and your subsequent email to Mr. Colraine of September 30th.

Pursuant to that call and in your recent email, the focus appeared to be on whether Paccar Leasing Company's registrations re the Trucks in question were valid and could establish priority over RBC as PMSIs.

However, with respect, we believe that the real issue is more fundamental than that and that RBC's receiver does not have any rights as against all 3 Trucks, because the 3 Trucks are not assets of Cutler that can or should be covered by the Receivership Order appointing your client.

Specifically, the 3 Trucks were leased to Cutler pursuant to a true lease, not a financing lease.

There is no doubt that the Canadian Vehicle Lease and Service Agreement dated October 22, 2020 as between PacLease and Cutler, as amended by Amending Agreement dated October 28, 2020 (collectively, the "Master Lease Agreement"), to which the individual leases form schedules, meets the test for a true lease. Simply put, the Master Lease Agreement clearly provides for the payment for use

- 2 -

of an asset for a temporary period and clearly states that the ownership resides with the lessor, Paccar Leasing Company not as security for Cutler's payment but because the transaction contemplates only the transfer of possession and use on a temporary basis, not ownership. This is not a disguised security agreement, contrary to your assertion, in your email of Sept. 30th, that there are "indicia of financing leases present".

The requirement under the PPSA for our client to register a security interest in the Trucks does not change the nature of their ownership by Paccar Leasing Company and our client is not bound by the provisions of Section V with respect to its entitlements to enforce its rights as against the Trucks, including the repossession of the Trucks.

Where there is a "true lease" the rights and remedies of the parties after default will continue to be determined outside the PPSA. Cutler had absolutely no ownership interest in any of the Trucks. This was understood by both parties and is laid out clearly in the lease documents. Cutler had only the right to possess and use the Trucks, on certain terms and conditions set out in the Master Lease Agreement. Paccar Leasing Company retained the proprietary rights and the right to regain possession of the Trucks on default by Cutler. The Receiver cannot acquire a greater interest or right in the Trucks than Cutler had. Accordingly, the Trucks cannot form part of Cutler's "Property" as it is defined in the Receivership Order.

As a result, any alleged defects in the registrations under the PPSA (which we do not, in any case, believe would invalidate the registrations) are irrelevant to our client's entitlement to exercise its rights under the leases due to Cutler's default thereunder and to repossess the Trucks.

As the Trucks are wasting assets, it is urgent that the Trucks be returned to our client immediately (and that no action be taken by the Receiver in respect of the Truck our client already has in its possession). Please confirm that your client will, on behalf of RBC, immediately release any and all rights as against all 3 Trucks (in view of the fact that they are Paccar Leasing's property pursuant to a true lease) so that our client can exercise its rights against same as the true owner.

We need to hear from you in this regard as soon as possible, but in any event, not later than next Wednesday, October 5th. If the Receiver will not release the Trucks then we will need to bring an urgent application to the court to confirm that the Receivership Order does not apply to the Trucks and otherwise to direct the Trucks' return/release to our client.

If you have any questions regarding this matter, please give me a call.

Yours very truly,

BIRENBAUM, STEINBERG, LANDAU, SAVIN & COLRAINE LLP



Debbie Jorgensen

cc: client

RE: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

1 message

Rob Danter <rdanter@harrisonpensa.com>

Wed, Oct 5, 2022 at 1:23 PM

To: Debbie Jorgensen <djorgensen@bslsc.com>

Cc: Craig Colraine <colraine@bslsc.com>, Mariane Simonian <mariane@bslsc.com>, Tim Hogan <thogan@harrisonpensa.com>, Gary Abrahamson <gabrahamson@fullerllp.com>

Debbie,

Can you please advise if you are available for a call today to discuss your letter. I am available most of the day with the exception of 3:30-4:00.

In advance of any call, and in addition to our position as set out in my previous email to Craig, I would also draw your attention to some additional support for the Receiver's position.

We continue to take the position, as set out in our previous email, that the priority provisions of the PPSA apply, and provide the Bank with priority over Paccar regarding the Vehicles. The provisions of *McLaren* below are highly instructive in this regard, and the case law cited (in certain cases from extra-provincial PPSA's which McLaren has recognized as being "in lockstep" with that of Ontario) also supports the Receiver's position. While true leases are outside the ambit of Part V of the PPSA, the sections on which the Receiver is relying for priority do not fall within this part, and it is clear that, with that sole exception, the PPSA otherwise applies to such leases.

As the Vehicle in Paccar's possession was taken subsequent to, and in the face of, the Appointment Order of August 4, 2022, we also continue to take the position that this Vehicle must be returned to the Receiver immediately.

If this matter cannot be resolved, then the Receiver will look to bring a motion in the Receivership for directions from the Court.

-

McLaren

McLaren's 2022-2023 *Annotated Ontario Personal Property Act*, which states at page 61-62, with regard to s. 2(c) of the PPSA, that (emphasis added),

Previously, the Ontario PPSA differed from other provinces in that a true lease for a term of more than one year was not covered by the Act. Therefore, only leases that secured payment for an obligation fell within the ambit of the Ontario PPSA ... Section 2(c) now specifically includes a lease of goods for a term of more than one year, regardless of whether the lease secures payment for an obligation. By including leases of goods for a term of more than one year ... the previous focus on factors such as the identity of the lessor, the value of purchase options or the intentions of parties to determine whether a transaction requires registration of a financing statement, or other acts to perfect the lessor's interests, has been rendered obsolete. The Act is now in lock-step with other provincial PPSAs in this regard...

and also at page 21 with regard to the definition of a PMSI, where McLaren states that,

The proclamation of the amendments to the Act made by Bill 152 broadened the definition of purchase-money security interest to include interests of a lessor of goods for a term of more than one year. This reflects the inclusion of certain types of true leases in the scope of the PPSA.

I would also draw your attention to McLaren's 3rd edition of *Secured Transactions in Personal Property*, where the application of the PPSA to true leases – and again the Receiver reserves its rights to dispute the nature of the Leases – are further expanded on, stating (emphasis added),

... pursuant to s. 57.1 of the Act, the rights and remedies granted on default under Part V are only available for leases that secure payment or performance of an obligation. So called "true" leases that do not secure payment or performance are exempt from the application of the rights and remedies granted in Part V of the Act, despite being included within the scope of the Act for every other purpose. A true lease is one in which the lessee pays simply for the use of the goods for a period of time. It is a form of bailment where the chattel is in effect loaned to another to be returned following prescribed contractual rights of use.

Case Law

There are applicable decisions from both the Supreme Court, as well as provinces with substantially similar PPSA's to that of Ontario, in particular regarding the status of "true" leases. Each of these decisions is also cited in McLaren's *Annotated Ontario Personal Property Act*.

Giffen

The Supreme Court's 1998 decision in *Giffen, Re* is relevant. In that decision, which was rendered in the context of the British Columbia PPSA, a bankrupt individual had subleased a car from her employer, who had leased it from the primary lessor. The lessor failed to perfect its security interest in the vehicle by registration, prior to the bankruptcy. The vehicle was sold, and the lessor disputed the trustee's entitlement to the vehicle on the grounds that the trustee could not possess a better claim to the vehicle than the bankrupt, who had never owned the vehicle.

The Court ultimately ruled that the secured creditor's unperfected interest was defeated by that of the trustee pursuant to the PPSA.

Findings of the Court in this decision include:

1. That the bankrupt did not hold title in the vehicle was not determinative of the issue, and that the PPSA "set aside the traditional concepts of title and ownership to a certain extent", and that "the rights of parties to a transaction that creates a security interest are explicitly not depending upon either the form of the transaction or upon traditional questions of title" [25-26];
2. That the dispute was "one of priority to the [vehicle] and not ownership in it" [28];
3. That the interest of a lessor in a lease for a term of more than one year fell within the ambit of the PPSA [30-31];
4. That the lessee/debtor held rights in the vehicle by virtue of possession, and that the lessor had a corresponding security interest (reservation of title) which could be defeated by the prior-ranking claims of third parties [32];
5. That the term "property" was broad enough to include a leasehold interest [34];
6. That a person with an interest rooted in title, which is not perfected by registration, is vulnerable to competing priority claims [38];
7. That the effect of the PPSA was to give the trustee "full rights to the car when the bankrupt had only a right of use and possession" [44];

8. That the effect of the PPSA was that “the true owner must forfeit title, when faced with a competing interest, if [it] failed to register [its] interest as required.”, which statement included “true” leases [52]; and,
9. That this PPSA scheme did not conflict with the federal priority scheme under the BIA [67].

Giffen was decided under a provision of the B.C. PPSA which gave priority to the interest of a trustee in property over that of an unperfected security interest. Regardless, we take the position that this decision clearly stands for the principle that (i) the PPSA has “replaced” the common-law principle that one cannot transfer better title than one possesses, and (ii) “true” leases form security interests which are correspondingly subject to the priority provisions of the PPSA, which would include the provisions regarding PMSI’s, which fall outside of Part V of the Ontario PPSA.

Sinco

We note that *Giffen* approvingly cites the decision of the Saskatchewan Court of Appeal in *Paccar Financial Services Ltd. v. Sinco Trucking Ltd. (Trustee of)*. Here, Paccar entered into a “pure” [true] lease with a company which subsequently made an assignment into bankruptcy. Paccar failed to perfect its interest under the PPSA.

As in *Giffen*, the Court found that the priority provisions of the PPSA, including but not limited to those relating to the priority of a trustee in bankruptcy, applied to “true” leases [see, for example, paras 43-44].

Big Eagle

Finally, we would turn your attention to the decision of the Alberta Court of Queen’s Bench in *Wells Fargo Foothill Canada ULC v. Big Eagle Hydro-Vac Inc.*

In this matter, Wells Fargo as primary secured lender sought and obtained the appointment of a Receiver over Big Eagle Hydro-Vac Inc. (“Big Eagle”) on June 8, 2015. Big Eagle had leased two pieces of equipment from an American lessor. Each of these leases were terminated prior to the Receiver’s appointment, but had not been repossessed by the lessor. The lessor did not properly perfect its interest in the equipment until subsequent to the receivership, and was also registered subsequent to Wells Fargo.

The Court recognized that the lessor held and retained title to the Equipment; however, relying in part on *Giffen*, the Court went on to state that the lessor’s interest could still be defeated by that of Wells Fargo, as a prior-ranking secured creditor, pursuant to the priority provisions of the PPSA. The Court determined that Wells Fargo held an attached, perfected security interest in Big Eagle’s interest as lessee in possession of in the equipment in priority to the lessor, and that the lessor could have protected its priority position had it acquired a perfected PMSI. The Court also determined that the priority provisions of the PPSA, which affected the rights of third parties, could not be contracted out of by Big Eagle and the lessor alone.

I look forward to speaking with you at your convenience.

Thank you,

Rob Danter | Associate | HARRISON PENZA LLP | 130 Dufferin Ave., Suite 1101, London, Ontario N6A 5R2 | tel/ 519-661-6770 | fax 519-667-3362 | rdanter@harrisonpensa.com

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From: Rob Danter
Sent: Tuesday, October 4, 2022 3:18 PM
To: Debbie Jorgensen <djorgensen@bslsc.com>
Cc: Craig Colraine <colraine@bslsc.com>; Mariane Simonian <mariane@bslsc.com>; Tim Hogan <thogan@harrisonpensa.com>
Subject: RE: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

Thank you, received and we will respond shortly.

We will also be serving our motion record for sale approval shortly, and have added you and Craig to the service list as Paccar's counsel. The trucks are currently excluded from the assets to be sold.

Thank you,

Rob Danter | Associate | HARRISON PENZA LLP | 130 Dufferin Ave., Suite 1101, London, Ontario N6A 5R2 | tel/ 519-661-6770 | fax 519-667-3362 | rdanter@harrisonpensa.com

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From: Debbie Jorgensen <djorgensen@bslsc.com>
Sent: Monday, October 3, 2022 4:09 PM
To: Rob Danter <rdanter@harrisonpensa.com>
Cc: Craig Colraine <colraine@bslsc.com>; Mariane Simonian <mariane@bslsc.com>; Tim Hogan <thogan@harrisonpensa.com>
Subject: Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

You don't often get email from djorgensen@bslsc.com. [Learn why this is important](#)

[EXTERNAL EMAIL]

Hi Rob,

See my attached letter with respect to this matter.

Best regards,

Deborah Jorgensen, Partner | T: 416.642-8059 | djorgensen@bslsc.com

Birenbaum Steinberg Landau Savin & Colrairie LLP
Suite 1000 - 33 Bloor Street East, Toronto, ON M4W 3H1

T: 416.961.4100 | F: 416.961.2531 | www.bsisc.com

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On Fri, Sep 30, 2022 at 9:35 PM Rob Danter <rdanter@harrisonpensa.com> wrote:

Thank you Debbie, look forward to your response and I will be sure to include you in any emails.

Craig, best of luck with your trial.

Thank you,

Rob Danter | Associate | HARRISON PENSA LLP | 450 Talbot St., London, Ontario N6A 5J6 | tel 519-661-6770 | fax 519-667-3362 | rdanter@harrisonpensa.com

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On Sep 30, 2022, at 6:46 PM, Debbie Jorgensen <djorgensen@bsisc.com> wrote:

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[EXTERNAL EMAIL]

Hello Rob,

We will respond to your email from earlier today as soon as possible.

Craig will be in court next week and so please ensure that all future correspondence is sent to my attention as well as Craig's.

Best regards,

Deborah Jorgensen, Partner | T: 416.642-8059 | djorgensen@bsisc.com

T: 416.961.4100 | F: 416.961.2531 | www.bslsc.com

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From: **Rob Danter** <rdanter@harrisonpensa.com>

Date: Fri, 30 Sept 2022 at 13:11

Subject: RE: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

To: Craig Colrairie <colrairie@bslsc.com>

Cc: Tim Hogan <thogan@harrisonpensa.com>, Joshua Samson <jsamson@fullerllp.com>, Gary Abrahamson <gabrahamson@fullerllp.com>, Jacob Williams <jdwilliams@harrisonpensa.com>, Naomi Lieberman <nlieberman@fullerllp.com>

Good afternoon Craig,

Following on our call on Wednesday, and as requested, I am setting out the position of the Receiver with regard to the three Vehicles leased by Paccar to Cutler Forest Products Inc. (the "**Company**"). All capitalized terms here as defined below.

For the reasons set out below, the Receiver takes the position that (i) the priority provisions of the PPSA apply to the Leases/Vehicles as they are each leases for a term exceeding one year, (ii) the Bank holds a prior-ranking general security interest in the Company's assets, which can only be defeated by a PMSI, (iii) PacLease failed to perfect its security interest in the three Vehicles within the time period required to obtain a PMSI, and (iv) as a result of its failure to obtain a PMSI, PacLease's security interest in the Vehicles is subsequent in priority to that of the Bank.

We are also aware that PacLease retains possession of one of the Vehicles, being the 2021 Kenworth T880 Tandem Axle Tractor bearing VIN 1XKZD40X4MJ972656. Pursuant to the terms of the order appointing the Receiver over the Company's property (attached), PacLease is barred from taking any action against the Company or its property, and this Vehicle must be returned to the Receiver immediately, and pending the outcome of any settlement or Court order regarding entitlement to the Vehicles and their proceeds.

Finally, and as discussed yesterday, in the event that your client continues to take the position that its interest is in priority to that of the Bank, please note that the Receiver is in the process of entering into an en bloc sale agreement for the Company's assets, which will close imminently. The Receiver will seek sale approval on October 12 as discussed and we will add you to the service list on PacLease's behalf.

The gross proceeds allocated to each of the Vehicles is \$209,000, divided as follows:

1. 2018 Peterbilt 337 Single Axle Straight Truck, VIN 2NP2HM7X0JM466679 - \$44,000;
2. 2021 Kenworth T880 Tandem Axle Tractor, VIN 1XKZD40X4MJ972656 - \$110,000; and,
3. 2021 Kenworth T270 S/A Truck, VIN 2NKHHM6H4NM980633 - \$55,000.

Can you please confirm whether PacLease will consent to the sale of the Vehicles on this basis, with the proceeds allocated to the Vehicles to be held in trust by the Receiver (or its counsel). Any release of these funds would require either (i) a settlement between the Receiver and PacLease or (ii) the results of a future distribution motion to be scheduled by the Receiver and heard by the Court. **This information is being provided to PacLease on a confidential basis and must not be communicated in any way to any other party absent the Receiver's express written consent.**

General – Leases and Vehicles

The below is based on our understanding, in part from communications with your client, that "PACCAR Leasing Company, a division of PACCAR Financial Services Ltd.," "PACCAR Leasing Company", "PACCAR Financial Services Ltd. dba PACCAR Leasing Company", and "PACCAR Financial Services Ltd." are all names for the same corporate entity, being PACCAR Financial Services Ltd. and referred to as "PacLease" herein.

We will address the following three leases below (a "Lease", or the "Leases", the referenced vehicles, a "Vehicle" or the "Vehicles"):

1. Paccar Lease No. 102220-351REFI (2018 Peterbilt 337 Single Axle Straight Truck, VIN 2NP2HM7X0JM466679) for a term of 36 months;
2. Paccar Lease No. 102220-T880 (2021 Kenworth T880 Tandem Axle Tractor, VIN 1XKZD40X4MJ972656) for a term of 84 months; and,
3. Paccar Lease No. 102220-T270CH (2021 Kenworth T270 S/A Truck, VIN 2NKHHM6H4NM980633) for a term of 84 months.

General – Master Lease Agreement

We note the following material terms of the Canadian Vehicle Lease and Service Agreement dated October 22, 2020 as between PacLease and the Company, as amended by Amending Agreement dated October 28, 2020 (collectively, the "**Master Lease Agreement**"), to which the individual leases form schedules:

1. A Lease commences on the earlier of (i) delivery of the relevant Vehicle to the Company, or (ii) 48 hours after the date on which PacLease notifies the company that the Vehicle is ready for pickup;
2. The Company is entitled to or may be required to, in certain circumstances, purchase the Vehicle from PacLease;
3. The Company must return the Vehicle at the end of the term or on termination. PacLease shall charge the current rental rate if the Equipment is not returned to PacLease at the end of term.

General – Application of PPSA

Each of the Leases are for a term exceeding one year. Pursuant to section 2(c) of the PPSA, the PPSA applies to "*a lease of goods under a lease for a term of more than one year even though the lease may not secure payment or performance of an obligation*" (emphasis added).

Pursuant to section 1 of the PPSA, a Purchase Money Security Interest (“PMSI”) includes, *inter alia*, “the interest of a lessor of goods under a lease for a term of more than one year”. It is important to note here that “interest” is not limited to a security interest, and may include both financing and “true” leases .

The Receiver takes the position that the priority, and in particular the PMSI, provisions of the PPSA apply to the Leases.

As the priority provisions of the PPSA apply to the Leases, and as Royal Bank of Canada (the “Bank”) holds a perfected, prior-in -time security interest in all of the Company’s present and future-acquired property pursuant to a general security registration dated April 2, 2007, PacLease would require a PMSI in the relevant Vehicles in order to assert priority over the Bank.

General – Financing vs. “True” Lease

The Receiver reserves its rights regarding its position on this issue should this matter require attendance at Court. We understand that PacLease takes the position that the Leases are “true” leases and not financing leases. For the purposes of this email, we simply note that between the purchase options in the Master Lease Agreement and the option to extend the Leases past their term dates, there are indica of financing leases present.

Regardless, the Receiver takes the position that this point is immaterial to whether the Leases are governed by the PPSA, for the reasons set out above.

Leases – Receiver’s Position on PMSI

Lease 102220-351REFI

With regard to Lease 102220-351REFI, we understand that the Company took possession of this Vehicle on or about November 12, 2020.

We note a PPSA registration by PacLease against the Vehicle dated May 12, 2017, identifying PacLease (as “PACCAR Leasing Company, a division of PACCAR Financial Services Ltd.”) as secured party, and recording itself (as “PACCAR Leasing Company”) as debtor.

The VIN is correctly stated in the registration. PacLease did not add the Company as a debtor until September 2, 2022, when it amended its registration.

Section 33 of the PPSA provides that a PMSI in collateral other than inventory is perfected, and takes priority over any other security interest in the same collateral given by the same debtor if the PMSI is perfected by registration under the PPSA before, or within 15 days after, the debtor takes possession of the collateral.

There are several unusual aspects to PacLease’s registration:

1. While PacLease registered under the PPSA against the Vehicle prior to the Company taking possession of same, PacLease identified itself as debtor in the registration. Put another way, PacLease failed to register against a debtor;
2. PacLease did not amend its registration to include the Company when the Vehicle was transferred to the Company, nor did it make a new registration against the Company and the Vehicle; and,
3. PacLease amended the registration to add the Company as debtor subsequent to the appointment of the Receiver.

As no actual debtor was named at the time of registration, the Receiver takes the position that there was no attached security interest in the Vehicle at that time, and that PacLease correspondingly failed to perfect any security interest in the Vehicle against any debtor by way of the registration. The Receiver takes the position that this is fatal to any assertion of a PMSI on the part of PacLease. By failing to name a debtor, PacLease also failed to comply with the procedural requirements set out in sections 45 and 46 of the PPSA, as well as the Minister's Order thereto.

While the Appointment Order does not prevent PacLease from "filing ... any registration to preserve or perfect a security interest" in relation to its September 2, 2022 amendment, PacLease could not rely on a perfection date of September 2, 2022 to obtain a PMSI in the Vehicle, as it is more than 15 days since the Company took possession of the Vehicle.

Based on the above, we take the position that PacLease would not possess a PMSI in the Vehicle, placing its interest in the Vehicle subsequent in priority to that of the Bank.

Lease 102220-T880

With regard to Lease 102220-T880, we understand that the Company took possession of this Vehicle on or about November 9, 2020.

We note a PPSA registration by PacLease against the Vehicle dated February 25, 2020, identifying PacLease (as "PACCAR Leasing Company, a division of PACCAR Financial Services Ltd.") as secured party, and recording itself (as "PACCAR Leasing Company") as debtor. This registration was made subsequent in time to the April, 2007 general security registration of the Bank.

The VIN is correctly stated in the registration. PacLease did not add the Company as a debtor until September 2, 2022, when it amended its registration.

We take the same position with regard to this Lease as on Lease 102220-351REFI, and on the same basis have concluded that PacLease would not possess a PMSI in the Vehicle, placing its interest in the Vehicle subsequent in priority to that of the Bank.

Lease 102220-T270CH

With regard to Lease 102220-T270CH, we understand that the Company took possession of this Vehicle in or about March, 2021.

We note a PPSA registration by PacLease against the Vehicle dated August 10, 2021, identifying PacLease (as "PACCAR Leasing Company, a division of PACCAR Financial Services Ltd.") as secured party, and recording itself (as "PACCAR Leasing Company") and the Company as co-debtors. This registration was made subsequent in time to the April, 2007 general security registration of the Bank.

The VIN is correctly stated in the registration. We note that PacLease failed to register against Motor Vehicle collateral. By failing to register against Motor Vehicle collateral, the registration is contrary to the provisions of the Minister's Order to the PPSA, and would arguably be void as a result thereof.

However, even in the event that PacLease's registration would be found valid despite the failure to register against Motor Vehicle collateral, PacLease's security interest in the Vehicle was perfected more than 15 days subsequent to the date on which the Company took possession of the Vehicle.

As a result of this late registration, we would take the position that PacLease does not possess a PMSI in the Vehicle. Therefore, we take the position that PacLease's security interest in the Vehicle would be subsequent in priority to that of the Bank.

Kindly confirm receipt of the above and please don't hesitate to reach out with any questions. We look forward to your response.

Thank you,

Rob Danter | Associate | HARRISON PENZA LLP | 130 Dufferin Ave., Suite 1101, London, Ontario N6A 5R2 | tel 519-661-6770 | fax 519-667-3362 | rdanter@harrisonpensa.com

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From: Craig Colraine <colraine@bslsc.com>
Sent: Wednesday, September 28, 2022 3:00 PM
To: Rob Danter <rdanter@harrisonpensa.com>
Subject: Paccar- Cutler Forrest Products

You don't often get email from colraine@bslsc.com. [Learn why this is important](#)

[EXTERNAL EMAIL]

Hi Rob,

I just left you a message. I understand that you act for Fuller Landau, the Receiver appointed by Cutler's bank.

I would appreciate it if you would give me a call on my cell – 416-918–9645 - when you have a moment.

Craig

Craig R. Colraine
Birenbaum Steinberg Landau Savin & Colraine LLP
Barristers and Solicitors
Suite 1000 - 33 Bloor Street East
Toronto, Canada, M4W 3H1
Main Line (416) 961-4100 (Ext. 213)
Fax Line (416) 961-2531
Direct Line (416) 961-0042
E-mail: colraine@bslsc.com

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3 attachments

-  **Paccar Financial Services Ltd v Sinco Trucking Ltd (Trustee of).pdf**
216K
-  **Giffen Re.pdf**
309K
-  **Wells Fargo Foothill Canada ULC v Big Eagle Hydro-Vac Inc.pdf**
213K



Freeman Choi <choi@bslsc.com>

Our File Number: 44806; Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

Freeman Choi <choi@bslsc.com>

Thu, Oct 13, 2022 at 6:20 PM

To: rdanter@harrisonpensa.com

Cc: Ivana Ditta <ivana@bslsc.com>, Craig Colraine <colraine@bslsc.com>, Debbie Jorgensen <djorgensen@bslsc.com>

Hello Rob,

My name is Freeman and I am assisting Craig and Debbie on this matter involving the security interest dispute over the Paccar trucks.

After thorough review and research into the legislation and case law you referred to, we noticed some distinguishing factors in the cases such as the bankruptcy receiverships, the involvement of a trustee's priority interest, and the perfection of the interests which is not the case here.

We wanted to request if there was more specific case law that resembled the facts in this scenario, where a Receiver appointed for a sale outside of the bankruptcy/insolvency context had priority over a true lessor/owner of the property in dispute. Both parties agree that this is a somewhat unique fact scenario but additional

Please let me know if you have any questions or want to discuss further. Hope to hear from you soon.

Freeman Choi | Associate | choi@bslsc.com

Birenbaum Steinberg Landau Savin & Colraine LLPSuite 1000 - 33 Bloor Street East, Toronto, ON M4W 3H1 | www.bslsc.comT: 416.961.4100 | F: 416.961.2531 | D: 416-847-4192 ext 250



Freeman Choi <choi@bslsc.com>

Our File Number: 44806; Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

Rob Danter <rdanter@harrisonpensa.com>

Fri, Oct 14, 2022 at 3:15 PM

To: Freeman Choi <choi@bslsc.com>

Cc: Ivana Ditta <ivana@bslsc.com>, Craig Colrairie <colrairie@bslsc.com>, Debbie Jorgensen <djorgensen@bslsc.com>, Tim Hogan <thogan@harrisonpensa.com>, Lindsay Ferguson <lferguson@harrisonpensa.com>

Good afternoon Freeman,

Thank you for your email. We have set out our position and the statutes and case law that we rely on to support it in our two previous emails.

We look forward to your response, including any distinguishing factors you deem to be relevant.

If Paccar will continue to take the position that its interest in the vehicles is in priority to that of RBC, the Receiver will look to bring a motion for directions on the matter from the Court in the receivership proceedings.

Can your office please advise as to availability in the latter half of this month and into November as well, and we will contact the Court for available dates. I expect that this can be dealt with in an hour or less but please advise if you think otherwise.

Thank you,

Rob Danter | Associate | HARRISON PENSA LLP | 130 Dufferin Ave., Suite 1101, London, Ontario N6A 5R2 | tel 519-661-6770 | fax 519-667-3362 | rdanter@harrisonpensa.com

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From: Freeman Choi <choi@bslsc.com>**Sent:** Thursday, October 13, 2022 6:20 PM**To:** Rob Danter <rdanter@harrisonpensa.com>**Cc:** Ivana Ditta <ivana@bslsc.com>; Craig Colrairie <colrairie@bslsc.com>; Debbie Jorgensen <djorgensen@bslsc.com>**Subject:** Our File Number: 44806; Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

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Freeman Choi <choi@bslsc.com>

Our File Number: 44806; Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

Craig Colraine <colraine@bslsc.com>

Wed, Oct 19, 2022 at 2:23 PM

To: Rob Danter <rdanter@harrisonpensa.com>

Cc: Freeman Choi <choi@bslsc.com>, Ivana Ditta <ivana@bslsc.com>, Debbie Jorgensen <djorgensen@bslsc.com>, Tim Hogan <thogan@harrisonpensa.com>, Lindsay Ferguson <lferguson@harrisonpensa.com>

Hi Rob,

I have availability November 17, 18, 21, 23 and 25. I assume that should be sufficient for you to schedule a directions motion.

Could you tell me on what basis the Receiver claims priority against our client in light of Royal Bank of Canada v. 1231640 Ontario Inc. (Trustee of), 2007 ONCA 810? If I'm missing something, I'm happy to have a discussion with you.

Craig

Craig R. Colraine

Birenbaum Steinberg Landau Savin & Colraine LLP
Barristers and Solicitors
Suite 1000 - 33 Bloor Street East
Toronto, Canada, M4W 3H1
Main Line (416) 961-4100 (Ext. 213)
Fax Line (416) 961-2531
Direct Line (416) 961-0042
E-mail: colraine@bslsc.com

COVID 19 Prevention

Please carefully review the documents at this [link \(https://tinyurl.com/COVIDBSLSC\)](https://tinyurl.com/COVIDBSLSC) to access the Firm's procedures regarding attempting to limit the spread of COVID 19, and its policy with respect to attending meetings at our offices, including the requirement to wear masks.

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Freeman Choi <choi@bslsc.com>

Our File Number: 44806; Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

Rob Danter <rdanter@harrisonpensa.com>

Thu, Oct 20, 2022 at 12:31 PM

To: Craig Colraine <colraine@bslsc.com>

Cc: Freeman Choi <choi@bslsc.com>, Ivana Ditta <ivana@bslsc.com>, Debbie Jorgensen <djorgensen@bslsc.com>, Tim Hogan <thogan@harrisonpensa.com>, Lindsay Ferguson <lferguson@harrisonpensa.com>, Jacob Williams <jdwilliams@harrisonpensa.com>

Hi Craig,

Thank you for providing dates below, we have contacted the Commercial List to determine whether there is any availability on those dates and, assuming so, will advise once we have booked.

Regarding the decision you have cited, my understanding is that it stands mainly for the principal that the appointment of a Receiver does not "freeze" priorities in the way that a bankruptcy does, and that a creditor has avenues to perfect, or to re-perfect, as was the case there, its security interest in collateral even in the face of a receivership.

It has always been our position that, while Paccar may have perfected its security interest in the vehicles by way of its September, 2022 registration (as explicitly permitted by the Appointment Order) it could not and did not obtain a PMSI by way of that registration which would place its secured interest in priority to that of RBC, not in priority to the interest of the Receiver. The decision does not appear to touch on the issues of PMSI's, priority between secured creditors, priority in the context of a true lease, or the validity of Paccar's initial registration against itself.

If I have missed something in my reading of the decision or if you would like to discuss further I am available most times this afternoon, and also tomorrow with the exception of ~10:30-12:30.

Thank you,

Rob Danter | Associate | HARRISON PENZA LLP | 130 Dufferin Ave., Suite 1101, London, Ontario N6A 5R2 | tel/ 519-661-6770 | fax 519-667-3362 | rdanter@harrisonpensa.com

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From: Craig Colraine <colraine@bslsc.com>**Sent:** Wednesday, October 19, 2022 2:23 PM**To:** Rob Danter <rdanter@harrisonpensa.com>**Cc:** Freeman Choi <choi@bslsc.com>; Ivana Ditta <ivana@bslsc.com>; Debbie Jorgensen <djorgensen@bslsc.com>; Tim Hogan <thogan@harrisonpensa.com>; Lindsay Ferguson <lferguson@harrisonpensa.com>**Subject:** Re: Our File Number: 44806; Re: Paccar- Cutler Forest Products [IWOV-HPMain.FID637591]

[EXTERNAL EMAIL]

[Quoted text hidden]



Freeman Choi <choi@bslsc.com>

Paccar- Cutler Forest Products

Craig Colraine <colraine@bslsc.com>

Mon, Nov 7, 2022 at 6:16 PM

To: Rob Danter <rdanter@harrisonpensa.com>, "Jaipargas, Roger" <RJaipargas@blg.com>
Cc: Freeman Choi <choi@bslsc.com>, Debbie Jorgensen <djorgensen@bslsc.com>

Hi Rob and Roger,

Given the fact that the Receiver it does not have priority pursuant to the Royal Bank case, and that the Bank on whose behalf the Receiver was appointed cannot take enforcement provisions pursuant of Part V of the *Act* unless the lease is a financing lease, do I take it that the argument will be limited to whether this is a financing lease or not?

Our client, of course, takes the position that this is a true lease, and that the Receiver has converted our client's property to its own use without compensation.

We have not had any response to our client's offer that the trucks be returned to our client so that they can be rented out - without prejudice to any rights that the Receiver [and/or the bank] would have in them. I'm not sure why the Receiver is insisting on keeping the trucks in its possession which, if our client is ultimately successful, will simply expose the Receiver to damages; whereas if the Receiver is successful it would not be prejudiced by having the trucks operated in the meantime, with any proceeds being paid to the Receiver in any event. For clarity, my client repeats its offer that it would be prepared to operate the trucks and rent them with any proceeds being held in trust, pending determination of the rights of the parties in the vehicles. In other words, if your client or the bank is successful, the trucks would be returned to the receiver with any proceeds.

Could you let me know when we may expect to receive your materials? We are in the process of finalizing our client's motion to vary the order to lift the stay, to obtain possession of the trucks, and for compensation for the time that they have been in the possession of the Receiver. I think we should chat about whether an hour is sufficient to deal with these issues. I think if we are reasonably able to narrow the issues there may be sufficient time but otherwise, we may have to seek more time. If you have any time this week for a discussion, let me know so we can set something up.

Craig R. Colraine
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Barristers and Solicitors
Suite 1000 - 33 Bloor Street East
Toronto, Canada, M4W 3H1
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Fax Line (416) 961-2531
Direct Line (416) 961-0042
E-mail: colraine@bslsc.com

COVID 19 Prevention

Please carefully review the documents at this [link \(https://tinyurl.com/COVIDBSLSC\)](https://tinyurl.com/COVIDBSLSC) to access the Firm's procedures regarding attempting to limit the spread of COVID 19, and its policy with respect to attending meetings at our offices, including the requirement to wear masks.

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This is Exhibit "M" referred
to in the Affidavit of Marlene Ginn Watt
sworn before me, the 11th day of November,
2022



.....
A Commissioner for Taking Affidavits

LSO #85404J

Court File No. CV-22-00684833-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	WEDNESDAY, THE 12th
)	
JUSTICE KIMMEL)	DAY OF OCTOBER, 2022

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by The Fuller Landau Group Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Cutler Forest Products Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Infinity Asset Solutions Inc. (the "Purchaser") dated October 4, 2022 and appended to the Report of the Receiver dated October 4, 2022 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and counsel for Royal Bank of Canada, and in the presence of Mr. Harold Krawitz, former officer of

the Debtor, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Lindsay Ferguson sworn October 4, 2022 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto, shall vest absolutely in the 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 Order of the Honourable Madam Justice Dietrich dated August 4, 2022; and, (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS AND DECLARES that the Purchased Assets shall not include the Excluded Assets, as defined and described in the Sale Agreement, which include the Leased Assets listed on Schedule "C" hereto, subject to the Leased Asset Adjustment, as defined and described in the Sale Agreement. In the event that the lessor of any one of the respective Leased Assets and the Receiver agree in writing to include such Leased Asset as a Purchased Asset, or the Court makes an order to include such Leased Asset as a Purchased Asset, then such Leased Asset shall be included as a Purchased Asset under the terms of this Order, *nunc pro tunc*.

4. 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 shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.


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

6. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

 Digitally signed by
Jessica Kimmel
Date: 2022.10.12
14:26:29 -04'00'

Justice, Ontario Superior Court of Justice
Commercial List

SCHEDULE "A" – FORM OF RECEIVER'S CERTIFICATE

Court File No. CV-22-00684833-00C

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

CUTLER FOREST PRODUCTS INC.

Respondent

RECEIVER'S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Madam Justice Dietrich of the Ontario Superior Court of Justice (the "Court") dated August 4, 2022, The Fuller Landau Group Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Cutler Forest Products Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated October 12, 2022, the Court approved the agreement of purchase and sale made as of October 4, 2022 (the "Sale Agreement") between the Receiver and Infinity Asset Solutions Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 4.1 and 4.2 of the

Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section sections 4.1 and 4.2 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

The Fuller Landau Group Inc., solely in its capacity as Receiver of the undertaking, property and assets of Cutler Forest Products Inc., and not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE “B” – PURCHASED ASSETS

- (a) **Machinery and Equipment.** The machinery and equipment set out in Exhibit “A” to this Schedule “B”.
- (b) **Intellectual Property.** The intellectual property set out in Exhibit “B” to this Schedule “B”.
- (c) **Inventory.** All of the inventories of the Debtor that are, as of the Closing Date, located at each of the following premises:
- i. 81 Royal Group Crescent, Unit A, Vaughan, Ontario, L4H 1X9;
 - ii. Barone Transport and Warehousing Ltd., 130 Silver Street Blvd. Scarborough, ON, M1V 4V8;;
 - iii. FedEx Trade Networks, 555 Riverwalk Parkway, Tonawanda NY, 14150, USA;
 - iv. CastleGate Logistics, 48 Station Road, Cranbury NJ, 08512, USA;
 - v. CastleGate Logistics, 13483 103rd Street, Jacksonville FL, 32210, USA;
 - vi. CastleGate Logistics, 3300/3500 Indian Avenue, Perris CA, 92571, USA;
 - vii. CastleGate Logistics, 2820 N Interstate 35 E, Lancaster TX, 75134, USA; and,
 - viii. CastleGate Logistics, 130 Distribution Drive, McDonough GA, 30252 USA.

EXHIBIT "A" TO SCHEDULE "B"

Cutler Forest Products Inc.
Exhibit A - Equipment and Machinery

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
1	73	Portable 2 Wheel Strapping Carts w/ Fromm Ilaliana "P324" Rechargeable Strapping Tools	2
2	2	Pegboard Machine Mechanical Punch s/n 10176 w/ hOut Feed Conveyors, 48" Width Ca	1
3	22	Rolling Self Dumping Forklift Bins	9
4		Manual Pallet Trucks	19
5	3	2006 Homag "Otimat Kal 310/3/A20" Single Side Edge Bander s/n 0-200-05-0575 w/ Homag Power Control PC22 Controller, Single Coil Bandng Stand, Glue System, Milling, Buffing Stations	1
6	4	2014 Blue Giant ""HW40001" Electric Scissor Lift Table s/nZ14122279 4.000kg Capacity, 48"x66" Table	1
7		1998 Polymac "Single 89N" Manual Edge Bander s/n 71709	5
8		(4) Metal Clip-Together Shelves (3) 18"x36" (1) 18"x48"	LOT
9		Handling Speciatty "32-50" Scissor Lift Table s/n L9829 5,000lbs Capacity, 36"x72" Table	1
10	6	Progress ""PMC-150" Horizontal Belt Sander s/n A927, 5HP, 6"x48"	1
11	7	SCM "T120C" Sppindle Shaper s/n 1830579	1
13	11	2002 Selco "WNT 600" Panel Saw s/n 22282 w/ Series WN CNC Control Panel, 10'-5" Capacity Stack Conveyor Feeder to Stack Lifter and Rear Load Sheet Feeder	1
14	12	Handling Specialty Electric Scissor Lift Table 5,000lbs Capacity, 36"x72"Table	1
15	13A	Air Control Technology "GB 8x16x8" Enclosed Glue Spray Booth s/n 6558-07/16 w/Dual Sliding Doors, Single Sliding Back Door, Exhaust Fan, Filter Box. 2020 Binks Pressure Paint Pot s/n 375881	1
16	14	Centaurus "800 CO" Vertical Bandsaw s/n 7019 w/Material Guide, 30" Throat	1
18	15	Sections of Pallet Racking Size 42"x6' w/Safety Grid Deck	32
19		Portable 2 Wheel Strapping Carts wf Fromm "P328" Rechargeable Strapping Tools	2
20	16	Wulfotec "WHP-200" Turntable Type Pallet Wrapper s/n 1197-272	1
21		CARDINAL "708" DIGITAL PLATFORM SCALE, S/N 9411-17 48"x48", 5,000 LBS X 0.5 LBS	1
22		Portable 2 Wheel Strapping Carts w/ (No Tools)	10
23	30	1999 BIESSE "ROVER 321R" CNC ROUTER, S/N 91988, W/ CNI XNC CNC CONTROL PANEL, VACUUM PUMP, LIGHT CURTAINS	1
24	10	ECONO LIFT ELECTRIC SCISSOR LIFT TABLE, 36"x72" TABLE, 5,000LBS CAPACITY, FOOT PEDAL CONTROLS	1
25	27	2019 BIESSE "ROVER GOLD 12.32" CNC ROUTER, S/N 1 000031662, W/ CNC CONTROL PANEL, BENQ DISPLAY, BSOLID 3D CAD CAM SOFTWARE	1
26	29	GRAVITY FEED ROLLER CONVEYORS, SIZE 24"X 8', APPROX. 151 PIECES	LOT
27	28	ROLLING TRANSFER GAVITY FEED CONVEYORS, W/ FLOOR TRACK	11
28	59	2013 LIGMATECH ""MPH410-25-07 CASE CLAMP, S/N 0-306-06-5325	1
29	25	DEWATT 36" RADIAL ARM SAW	1
30	28A	2000 BIESSE "ROVER 27" CNC ROUTER, S/N 03236 BORING AND ROUTER, CNC CONTROL PANEL	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
31	31	2004 WEEKE "OPTLMAT BST 500" CNC BORING MACHINE, S/N 0- 251-66-2008, W/ CNC CONTROL, FEED THROUGH, VERTICAL AND HORIZONTAL BORING	1
32	32	GENERAL "90-460M3" VERTICAL BANDSAW, S/N 91784710, W/ MATERIAL GUIDE, 22" THROAT	1
33	33	1998 BIESSE "TECHNO SVBL" AUTOMATIC FEED THROUGH DOWEL INSERTING MACHINE, S/N 82476, W/ (2) VIBRATORY BOWL FEEDERS, BIESSE CNC CONTROLLER	1
34	34	1998 BIESSE "TECHNO LOGIC" HORIZONTAL & VERTICAL BORING MACHINE, S/N 82475	1
35	35	2007 WEEKE "OPTLMAT BHX 500" CNC MACHINING CENTER, S/N 0- 250-66-4386, W/ DUST REMOVER	1
36	36	2003 BIESSE "ROVER 35L" CNC ROUTER, S/N 28980, W/ 2 VACUUM PUMPS, CHAMPION AIR COMPRESSOR, 2015 COSMOTEC INDUSTRIAL COOLER	1
37	37	2011 HOMAG "KAI 210 EDITION" EDGE BANDER, S/N 0-200-66- 7737, W/ HOMAG ELECTRICAL PANEL DOUCET "BT3-36" EDGE BANDER RETURN CONVEYOR	1
38	38	2000 HOMAG "KL 76/A20" EDGE BANDER, S/N 0-200.15-1893, W/ DOUCET "BT3-36" EDGE BANDER RETURN CONVEYOR	1
39	39	CTD DOUBLE MITRE SAW/TOE KICK	1
40	40	SCM "SL15F" SLIDING TABLE SAW (NO TABLE) W/ 2005 4 ROLL MATERIAL POWER FEEDER	1
41		4-STEP ROLLING WAREHOUSE LADDER	1
42	41	1 SCM "T 110" SPINDLE SHAPER, S/N B.510581 W/ 2015 SILVER "AP44" 4 ROLL MATERIAL POWER FEEDER	1
43	42	SCM "SL15F" SLIDING TABLE SAW (NO TABLE), S/N AB 10726 43, W/ 4 ROLL MATERIAL POWER FEEDER	1
44	43	1984 BIESSE "BEAVER" DOUBLE END HORIZONTAL /VERTICAL BORING MACHINE, S/N 224584	1
45		2001 ALTENDORF "F45 ELMO CE" SLIDING TABLE SAW, SIN 01-07- 014, W/ ALTENDORF CONTROL PANEL	1
46		BUFFALO 18" PEDESTAL DRILL PRESS	1
47		LARICK "222" TWO SPINDLE BRUSH SANDER, S/N 28028, W/ VARIABLE SPEED CONTROLS	1
49	1	BATCHING SYSTEMS "800" VLBRATORY FEEDERS, W/ VARIABLE SPEED CONTROLS	12
50	23	2008 SELCO "WNA600SLC" CNC ANGULAR PANEL SAW, S/N 33228, W/ SELCO CONTROL PANEL, APPROX.. 8' WIDE CAPACITY, SECURITY FENCING, LNFEED CONVEYOR, STACK CONVEYOR, STACK LIFTER, LNLEED CONVEYOR	1
51	45	2015 KUKA ""KR120 R3200 PA" ROBOT, S/N 676442, W/ 12 CUP SUCTION LIFTING DEVICE, LIGHT CURTAINS WEBER "5300 R.H. DOM" LABEL PRINTER / APPLICATOR, S/N W53002243 BUSCH "MINK MM 1104BV" VACUUM PUMP	1
52	46	PORTABLE 2 WHEEL STRAPPING CART, W/ FROMM "A335" STRAPPING TOOL	1
53	47	7-STEP ROLLING WAREHOUSE LADDER	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
54	48	HIGH CAPACITY STORAGE RETRIEVAL SYSTEM, SAW, CHOPPER AND STACKERS: 2015 HOMAG "PROFI TLF411/40/11" STORAGE RETRIEVAL SYSTEM, S/N 0-286-05-9406, W/ OVERHEAD CRANE, 20" SPAN X 112' RUNWAY, STACK LIFTER, LIGHT CURTAINS CONVEYOR SHEET FEEDER	1
	48	2015 HOLZMA "HRZ540" MULTI-SAW, S/N 0-249-02-7632, W/ INCLINE WASTE CONVEYOR HYDRAULIC POWER SUPPLY	1
	48	2015 HOLZMA "HKL400/43/22/X" HORIZONTAL PANEL SAW W/ PRESSURE BEAM, S/N 0-241-02-4631	1
	48	2015 HOLZMA LIFTOMAT "HAU A 25/12" SHEET STACKERS, S/N 0- 244.02-4853, S/N 0-244.02-48534, S/N 0-244.02-4633, S/N 0-244.02- 4634	4
55	49	2001 HAAS "HTLL 145/185" WOOD CHIPPER, S/N 25577 57" WIDE	1
56	50	SWEED SCRAP METAL BANDING CHOPPER, S/N 510AA-8-89-0094	1
57	51	SEALED AIR "SPEEDYPACKER INSIGHT" FOAM-LN BAG PACKAGING SYSTEM, S/N SP5-7315	1
58		ATLAS NCOPCO OIL/WATER SEPARATOR	1
59	20	SECTIONS OF PALLET RACKING, 16' x 8' x 42" mesh deck, avg 8 beams / section	85
60	19	STRAPACK PORTABLE STRAPPING MACHINE	1
62	91	2003 ATLAS COPCO "GA75" ROTARY SCREW AIR COMPRESSOR, S/N ATT 478325, 100 HP, 132 PSI, 433 CFM	1
63	91	CHAMPION 10HP PISTON TYPE AIR COMPRESSOR	1
64	91	CHAMPION 25HP PISTON TYPE AIR COMPRESSOR	1
65	91	2002 ULTRA AIR "UA250AC" REFRIGERATED COMPRESSED AIR DRYER, S/N U-36809-38	1
66	91	SULLAIR "1809E/A" ROTARY SCREW AIR COMPRESSOR, 25 hp, S/N 200806120069	1
67	91	48" PORTABLE FLOOR FANS	4
68	94	2008 TITUS + "133" HINGE MACHINE, S/N 1219	1
69	94	SECTIONS OF 6' RACKING	3
70	94	2-DOOR FLAMMABLE STORAGE CABINET	2
71	94	LOBO UPACTING CUT-OFF SAW, W/ IN/OUT FEED CONVEYORS, PISTORIUS SCREEN CONTROL, AUTOMATIC MEASURING STOP	1
72	94	ACCU SYSTEMS "MMTJ-6" MORTISE AND TENON MITRE MACHINE, S/N 022-07-MMTJ-6, W/ 2 MILLING HEADS	1
73	94	PILLAR MACHINE "MMTJ" MORTISE AND TERON MACHINE, S/N PM 018-14-MMTJ-12, W/ 2 MILLING HEADS	1
74	94	2011 CAMERON AUTOMATION "79-5-LM" 5 ARM PNEUMATIC DOOR CLAMP, S/N 79X5-LM-M1	1
75	94	JLT "79-5M" 5 ARM PNEUMATIC DOOR CLAMP	1
76	94	2014 CAMERON AUTOMATION "GI79X-5" 5 ARM PNEUMATIC DOOR CLAMP	1
77	94	SECTIONS OF GRAVITY FEED CONVEYORS	3
78	24	SECTIONS OF 18"X8' GRAVITY FEED CONVEYOR	39
79		4-WHEEL WAREHOUSE ORDER PICKING CARTS	9
80		PORTABLE 2 WHEEL STRAPPING CARTS, W/ FROMM "P326" STRAPPING TOOLS	3
81		10- STEP ROLLING WAREHOUSE LADDER	5
82		3 - STEP ROLLING WAREHOUSE LADDER	3
83	6	FOOT ACTIVATED PNEUMATIC BOX STAPLERS	2
84	66	FOX "C4" TURNTABLE TYPE PALLET WRAPPER, S/N C4-052908118	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
85	65	2008 "SA-321PE-W112-PS" SHRINK WRAP MACHINE, S/N 083006- 02, W/ IN/OUT GRAVITY FEED CONVEYORS, 38' FLOW WRAPPER, SHRINK TUNNEL, W/ 2 STRAPACK "JK-2" SEMI-AUTO STRAPPERS	1
86	65	2008 DAMARK "B44-180" SHRINK WRAP MACHINE, S/N 6744, W/ IN-OUT GRAVITY FEED CONVEYORS, 35' FLOW WRAPPER, SHRINK TUNNEL, W/ 2 STRAPACK "JK-2" SEMI-AUTO STRAPPERS	1
87	58	2004 OMAL "LIVELLO1PLUS" DOWELING INSERTER, S/N 4054, W/ OMAL DELUXE NC400 CONTROL PANEL	1
88	57	2010 WEEKE "BHX 050" VERTICAL CNC MACHINING CENTER, S/N 0- 250-68-6690	1
89	59A	2008 LIGMATECH "MPH 400/09" CASE CLAMP MACHINE, S/N 0-306- 66-5178.	1
90	59C	SECTIONS GRAVITY FEED ROLLER CONVEYOR, APPROX. 18' X 8' SECTION	13
91	59B	2008 TITUS PLUS "134" HINGE MACHINE, S/N 1220	1
92		SEALED AIR "NEWAIR IB FLEX" STAND AND ROLL WINDER, S/N NAF - 16699	1
93	20	SECTIONS OF PALLET RACKING, 16' x 8' x 42" w APPROX. 6 CROSS BEAMS PER SECTION, mesh decking	161
94	64	FOX "C4" TURNTABLE TYPE PALLET WRAPPER, S/N C4-092412-166	1
95		MAN CAGE, DRILL PRESS, CUT-OFF SAW, BENCH GRINDER, ETC.	LOT
96		2017 SEMI-AUTO STRAPPING MACHINE, S/N 1170011079	1
97		ACT & CONQUEST DUST COLLECTION SYSTEM, W/ BLOWERS, AIRLOCKS. DUCTING, FIRE SURPRESSION SYSTEM, 2 BIN, SPREADERS	1
98		MISCELLANEOUS EQUIPMENT CONSISTING OF: W/ PORTABLE DUST COLLECTOR, BENCHTOP DRILL PRESS, ROLLING RACK, COMPOUND MITRE SAW, TABLE SAWS, HAND TOOLS, LINE PAINTER, GREASE PUMP, PEDESTAL FANS, PNEUMATIC HAND STAPLERS, 12" BENCH TOP FANS, 2- STEP STOOL, PICKER CARTS, 4-WHEEL DOLLY, SHOP VACS, BBQ, PALLET RACKING, ETC.	LOT
100	26	2021 HUAHUA "SKH-612HS" CNC DRILLING MACHINE, S/N ZL01434, W/ DELL CONTROL PANEL	1
101		2021 HUAHUA "SKH-612HS" CNC DRILLING MACHINE, TO ARRIVE AT FACILITY WITHIN APPROX. 30 DAYS	
102		2021 HUAHUA "SKH-612HS" CNC DRILLING MACHINE, TO ARRIVE AT FACILITY WITHIN APPROX. 30 DAYS	
7		YALE "GLC070VXNGSE085" LPG FORKLIFT, S/N A910V04442C, W/ 3 STAGE MAST. 6,500LBS CAPACITY, 182" LIFT HEIGHT CUSHION TIRES, 54" FORKS, METER READS: 8,865 HOURS (OUT OF SERVICE)	1
RS		2007 RAYMOND "EASI R40TT" ELECTRIC REACH TRUCK, S/N EZ D-07- 38061, W/ 4,000LBS CAPACITY, 36 VOLT	1
75		HYSTER "W20ZA" WALK BEHIND ELETRIC PALLET STACKER, S/N A495N01859E, 2,00LBS CAPACITY, 118" LIFT HEIGHT, 24 VOLT, 42" FORKS	1
77		TOYOTA "426FGCU30" LPG FORKLIFT, S/N 60137, 5,800LBS CAPACITY, 187" LIFT HEIGTH , SIDE SHIFTER, CUSHION TIRE, METER READS: 24,103 HOURS (OUT OF SERVICE - BLOWN GASKET)	1
83		YALE "MSW040SEN24TV072" WALK BEHIND ELETRIC PALLET STACKER, S/N C820N04214F, 4,000LBS CAPACITY, 100" LIFT HEIGHT, 24 VOLT, 48" FORKS	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
	76	HYSTER "E50XL" ELETRIC FORKLIFT, S/N C108V17559N 4,550 LBS CAPACITY, 187" HEIGHT, 48 VOLT, 48" FORKS, APPROX. 4,713 HOURS	1
	73	2008 RAYMOND "EASIR40TT" ELETRIC REACH TRUCK, S/N EZ-D 0839389, 4,500LBS CAPACITY, 210" LIFT HEIGHT, 36 VOLT	1
	79	DOCKTOCKER "DSS350TT" RIDE ON ELETRIC STACKER, S/N S350- 00794-95, 3,500LBS CAPACITY, 227" LIFT HEIGHT, 36 VOLT.	1
	85	2002 RAYMOND "EASIR30TT" ELETRIC REACH TRUCK, S/N ET-D-02- 11921, 3,000LBS, CAPACITY, 192" LIFT HEIGHT, 24 VOLT	1
	9	CATERPILLAR "EP6000" ELETRIC FORKLIFT, S/N FN408955, 5,640LBS CAPACITY, 48 VOLT, CUSHION TIRE, METER READS: 7,791 HOURS (OUT OF SERVICE, DRIVE ASSEMBLY ISSUE)	1
	80	HYSTER "E60Z-33" ELETRIC FORKLIFT, S/N G108N08853F, 5,750LBS CAPACITY, 193" LIFT BHEIGHT CUSHION TIRE, 48" FORKS, 36 VOLT	1
	86	2003 RAYMOND "112TM-FRE60L" ELETRIC PALLET WLAKIE, S/N 112- 03-48388, 6,000LBS CAPACITY, 24 VOLT, METER READS: 3,888 HOURS	1
	84	2003 Raymond "112TM-FRE60L" Electric Pallet Walkie s/n 112-03-48386 6,000lbs Capacity, 24 Volt Meter Reads: 4,031hours	1
	68	Hyster "E60XN-33" Electric Forklift s/n A268N04916J 5.600lbs Capacity, 187" Lift Height. 48" Forks, 48 Volt, Cushion Tire	1
	82	Toyota "42-6FGCU25" LPG Forklift s/n 61242 5,5101bs Capacity, 170" Lift Height. Cushion Tire Meter Reads: 14,920 hours	1
	88	2002 Raymond "EASI R30TT" Electric Reach Truck s/n EZ-A-2-25159 3,000lbs Capacity, 252" Lift Height. 36 Volt	1
	81	2006 Raymond "EASI R40TT" Electric Reach Truck s/n EZ-0-06-37445 4,000lbs Capacity, 250" Lift Height. 36 Volt	1
	70	1997 Raymond "EASI" Electric Reach Truck s/n ET-B-97-05407 3,000lbs Capacity, 204" Lift Height. 24 Volt	1
		2000 Raymond "EASI R30TT" Electric Reach Truck s/n ES-D-00-08943 3,000lbs Capacity, 225" Lift Height. 36 Volt	1
	R7	1997 Raymond "EASI" Electric Reach Truck s/n ES-B-57-01818 3,000lbs Capacity, 252" Lift Height. 36 Volt	1
	3	Hyster "S6SXM" LPG Forklift s/n n/a 5,850lbs Capacity, 182" Lift Height Meter Reads: 3,010 hours	1
	4	Hyster "S6SXM" LPG Forklift s/n 0187V30966B 5,8501bs Capacity, 182" Lift Meter Reads: 14,906 hours	1
		5 Sections Racking - Battery Charger Rack w 10 forklift battery chargers	LOT
		2007 Skyjack SJLI3219 s/n 22000469 550lb Capacity, 19ft Platform Height	1
		Unicarrier LPG forklift, 5250 lb, s/n CUG1F2-9R21624	1
		2007 Raymond, 740 R35TT Electric Reach Truck 3500 lb reach, s/n 740-07-CA-07764	1
	13B	Rigid Sander Machine	1
	17	Rems 84500 Cutter	1
	18	Strapack Model Model RQ8, S/N 20325102	1
	20A	Omega radial arm saw	1
	52	BlueGiant Model HW4001	1
	53	Batching system model 1300 s/n BC-016	1
	55	2005 Weber model W5200v2 - label applicator	1
	56	Max bench drill press	1
	60	Danmark Shrink Packaging System	1
	61	Green Lifter	1

<u>Item #</u>	<u>Unit #</u>	<u>Item Description</u>	<u>QTY</u>
	62	Packsize on Demand	1
	63	Packsize on Demand EM735 Year 2013	1
	67	Raymond Forklift Model EASI R40TT	1
	69	Hyster S70 FT	1
	71	Raymond Forklift R4 5TT	1
	72	Raymond Forklift R30TT	1
	74	Hyster Forklift S65XM	1
	78	Raymond Forklift Model EASI S/N 1818	1
	87	Raymond Forklift Model 740 R33TT	1
	89	Racking, Inventory Sinks & Tops	LOT
	90	Contents R&D Warehouse Room	LOT
	93	Contents Hardware Warehouse Room	LOT
	95	Contents /inventory Upper Mezzanine	LOT
	60A	StarPack Strapping Machine	2
	60B	Econo Capacity 2000lbs S/N 83232	1
		Trailer Blue Cutler curtain side (Trailer ID 468) and Contents: Scrap wood / pallets, wooden tie down racks, propane cylinders	1
		Trailer Black Cutler curtain side (Trailer T8298Z) and Contents:	1
		Trailer contents - 53 Foot plain white: Old Machinery Parts; Old motors, 84MG Prosander; cables/metal tie down stands, power supplies, drill press	LOT
		Trailer contents - 53 Foot (Koch Systems): conveyer racks, metal rail stands, old ducts;	LOT
		Trailer contents - 53 Foot (Duncan Transport): DanoDesign Vanity Tops, Vanity Tops, boxes;	LOT

Note 1:

EXHIBIT "B" TO SCHEDULE "B"

**Cutler Forest Products Inc.
Intellectual Property**

- | | | |
|---|--|---|
| 1 | E-commerce platform | www.emoyahome.com |
| 2 | Customer Lists | Attachment |
| 3 | Telephone and Facsimile numbers | 905-212-1414
800-268-2393 |
| 4 | Bills of Materials | If available |
| 5 | Canadian Trademarks | Registration Number: 1791711 "Cutler Kitchen and Bath"
Registration Number: 1791710 "Cutler Modern Living"
Registration Number: 1813337 "Bano Design", "Bano"
Registration Number: 1813420 Bano Design Logo
Registration Number: 1898225 "Re-Face It Cabinet Refacing"
Registration Number: 1889332 "Emoya Home" |
| 6 | U.S Trademarks | Registration Number 5697780 "Cutler Kitchen and Bath" |
| 7 | URLs/domain names: | www.cutlerkitchenbath.com and .ca
www.cutlergroup.com and .ca
www.cutlermodernliving.com
www.emoyahome.com and .ca
www.cabinetfactory.ca |
| 8 | Social Media Sites: | https://www.facebook.com/CutlerKitchenandBath/ |

SCHEDULE "C" –LEASED ASSETS

(a) **Leased Assets.** The machinery and equipment set out below, which are subject to leasehold claims by lessors of the Debtor, and which are identified as such therein. Subject to the Leased Asset Adjustment, as defined in the Sale Agreement, and to paragraph 3 of this Order, the Leased Assets are currently considered Excluded Assets, and not included in the Purchased Assets.

1	CWB National Leasing	Centateq N-300 (Optimat NBP084/VANTECH510)
2	Mitsubishi/CLE Capital Inc.	Edgeteq S-500 (KAL370 Ambition 2482) S/N 0-200-66-5245
3	Vault Credit Corporation	2008 KDF770 Brandt Edgebender, 2001 Weimoner ThermaFoil Press
4	Vault Credit Corporation	2006 Used Komo Mach II CNC, S/N 57184-06 with accessories
5	Paccar Leasing Company	2021 Kenworth T270 S/A Truck, VIN 2NKHHM6H4NM980633
6	Paccar Leasing Company	2021 Kenworth T880 Tandem-Axle Tractor 2018 Peterbilt 337 Single Axle Straight Truck, VIN
7	Paccar Leasing Company	2NP2HM7X0JM466679
8	Meridian Onecap Credit Corp.	Kyocera TA-8002i photocopier system S/N VAK6Y00032

ROYAL BANK OF CANADA

v.

CUTLER FOREST PRODUCTS INC.

Applicant

Respondent

Court File No. CV-22-00684833-00CL

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

APPROVAL AND VESTING ORDER

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The Fuller Landau Group Inc.

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

ROYAL BANK OF CANADA
Applicant

-and-

CUTLER FOREST PRODUCTS INC. et al
Respondents

Court File No. CV-22-00684833-00CL

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

AFFIDAVIT OF MARLENE GINN NÉE WATT
(Sworn November 11, 2022)

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IN THE MATTER OF Section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B3, as amended

ROYAL BANK OF CANADA
Applicant

-and-

DISTINCT INFRASTRUCTURE GROUP INC., et al
Respondents

Court File No. CV-19-00615270-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
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MOTION RECORD

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