

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-03038619-0031
Estate No.:31-3038619

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

B E T W E E N:

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

**RESPONDING MOTION RECORD
(RETURNABLE MAY 14, 2024)**

May 7, 2024

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TO: SERVICE LIST

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

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

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

**SERVICE LIST
(As at May 7, 2024)**

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District of: Ontario
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**ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

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

I N D E X

Tab	Description
1.	Reply Affidavit of Michael Wakefield, sworn May 7, 2024
Exhibits	
A.	Sample Purchase Orders
B.	Sample Invoices
C.	Spreadsheet Summary of Charges and Fees
D.	Reconciliation Spreadsheet re: Partially Paid Invoices
E.	POD 1758773 (\$49,378.32)

TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

AFFIDAVIT OF MICHAEL WAKEFIELD
(May 7, 2024)

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

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

2. This affidavit is sworn in reply to the Affidavit of Aman Bhatia sworn April 19, 2024 (the “**Bhatia Affidavit**”), filed in connection with Walmart’s responding motion record dated April 19, 2024. Aman Bhatia (“**Mr. Bhatia**”) is a senior director of dairy, frozen and global foods at Walmart.

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3. This affidavit should be read in conjunction with my April 12, 2024 affidavit (the “**April 12 Wakefield Affidavit**”) and the Bhatia Affidavit. All terms capitalized but not otherwise defined herein are as defined in the April 12 Wakefield Affidavit.

4. As indicated in the April 12 Wakefield Affidavit, the dispute with Walmart consists of two disputes: (1) the Alleged Overpayment issue, whereby Walmart alleges that a mistake was made regarding the pricing for the Pizza Products and seeks a retroactive price adjustment of \$489,193.26 and (2) a general dispute about the correct amount of the Outstanding Receivable based on invoices issued by BRR to Walmart. Together the Alleged Overpayment and the Outstanding Receivable, the issues total \$1,287,608.42.¹ Reply to the Bhatia Affidavit on each of these issues is addressed below.

ALLEGED OVERPAYMENT ISSUE

5. The Bhatia Affidavit contains a number of inaccuracies regarding, among other things, the accurate process followed in connection with the Red Barron Pizza Products.

6. Firstly, at paragraph 14, the Bhatia Affidavit contends that the April 12 Wakefield Affidavit “incorrectly states that the Pizza Products were made available through the Walmart system at the price Pazo provided to BRR.” Walmart contends that this statement is false because Pazo allegedly provided BRR with correct pricing, and BRR entered the incorrect price into the Walmart system. In reply to this allegation, as detailed below:

(a) this is not factually correct; and

¹ This amount is subject to change based on certain reconciliation described in this affidavit.

- (b) as shown below, to the extent BRR entered an incorrect price in the Walmart system, it was accepted, affirmed and approved by Walmart, which is a necessary prerequisite for any products to be made available for purchase. BRR, Walmart and its stores all proceeded for almost five (5) months and through approximately one hundred (100) purchase orders on the basis of the price available in the Walmart system.

The Walmart Order System and Purchase Order Mechanics

7. An important fact that is omitted from the Bhatia Affidavit is that Walmart exclusively controls their own system. Walmart has a number of systems that are used for setting up products, demand planning, product ordering and all other functions. Walmart is responsible for the creation, maintenance and supervision of its own systems.

8. Once BRR enters a price (and other product information) into Walmart's system, Walmart must *accept and approve* that information in its own system before it can be made available. Once Walmart accepts and approves the products in their system, a purchase order ("PO") is automatically generated, and this PO includes all of the applicable price and product information that was accepted by Walmart. Critically, the PO is issued by Walmart's system controlled by Walmart. Walmart's system, not BRR, generates the document. When a PO is issued, BRR creates and ships the applicable order. Once the applicable delivery is completed, an invoice is delivered to Walmart.

9. After a product (and all of its applicable product information) is accepted and approved on Walmart's system, orders can be received from third parties, and BRR is unable to make unilateral

changes without Walmart's permission. BRR cannot unilaterally change the price or make any other amendments – BRR's system simply generates an invoice that corresponds with the applicable PO and relies on the quantities in the PO when fulfilling its supply obligations.

10. Attached as **Exhibit "A"** are sample POs issued by Walmart through Walmart's system that include the pricing information that Walmart contends is "incorrect" pricing for the Pizza Products. As shown on the sample POs attached, Walmart's POs are generated by Walmart and included that prices. These POs could not have been generated if Walmart did not accept and approve the pricing information in the Walmart system controlled by Walmart.

11. The invoices that are subsequently issued to Walmart refer to the applicable PO, which contains the pricing for the items ordered. Attached as **Exhibit "B"** are sample invoices which correspond to a PO generated by the Walmart system. Invoices are paid by Walmart at the rate on the PO as generated through the Walmart system and not on the basis of the amount listed on the invoice or any modifications made by BRR. It is an automated and integrated electronic accounting system.

Correspondence between BRR, Pazo and Walmart

12. The Bhatia Affidavit at paragraph 15 attaches and describes an e-mail dated May 29, 2023 (Confidential Exhibit "C") from Gary Taylor at Pazo Global to Mary McLaughlin at BRR that he subjectively interprets "constitutes a clear direction from Pazo to BRR to charge the price it negotiated with Walmart." I have reviewed Confidential Exhibit "C" to the Bhatia Affidavit and do not agree with his interpretation or argument that it constitutes a "clear direction". The email consists of a table. While the table in the e-mail contains the price that Walmart contends is the

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“correct price” negotiated by Walmart and Pazo, there is no “clear direction” or in fact any instruction for that matter.

13. I am advised by Mary McLaughlin that notwithstanding this emailed chart (and *after* the chart was received by Mary), she was explicitly instructed verbally by Gary Taylor to enter the “incorrect” list prices for the applicable SKUs into the Walmart system.

14. In any event, Exhibit “C” to the April 12 Wakefield Affidavit includes correspondence dated between May 30, 2023 to June 2, 2023. These e-mails *post-date* the above-noted email from Gary Taylor (Pazo) to Mary McLaughlin (BRR). Attached to the May 30, 2023 to June 2, 2023 e-mail chain is the comprehensive spreadsheet (attached as Exhibit “D” to the April 12 Wakefield Affidavit”) sent by Walmart to Mary McLaughlin at BRR and Gary Taylor at Pazo that includes all of the finalized product information for the Pizza Products, including, notably, what Walmart contends is the “incorrect” pricing.

15. The Bhatia Affidavit at paragraphs 18 and 19 states that a blank version of this spreadsheet was sent to BRR, filled out incorrectly by BRR, and then sent to Walmart. Regardless, the fact remains that the “incorrect pricing” was affirmed, accepted and approved by Walmart. Walmart, at the very least:

- (a) received and reviewed this spreadsheet on or about June 2, 2023 (which included what Walmart says is the “incorrect” price);
- (b) affirmed the information in the spreadsheet when they approved the product price in the Walmart system and;

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- (c) issued approximately one hundred (100) POs based on this pricing over almost five (5) months.

16. In the Bhatia Affidavit at paragraph 20, it is admitted that the “NIC form provides Walmart with a variety of administrative information and IDs *to facilitate setting up a vendor in Walmart’s system.*”² Setting the price for a product is a fundamental piece of “administrative information” on the form. Among the “variety of administrative information” provided in the NIC form, in my view the product price is the most critical. BRR relied on this pricing in the Walmart system in costing and delivering the orders.

Discussions regarding the Overpayment Issue

17. The Bhatia Affidavit goes on at paragraph 26 to note that during discussions about this issue in December, 2023 I “stressed the importance of knowing when the deduction of the Alleged Overpayment would occur” and that at no point did I take the position that such payment was a retroactive discount. Mr. Bhatia appears to be attempting to interpret with hindsight what he now thinks I may have meant during discussions about this issue in December, 2023.

18. I never affirmed that the adjustment Walmart was requesting was appropriate. At the time of the discussions described at paragraph 26 of the Bhatia Affidavit, Walmart had already introduced punitive measures by halting the ordering of certain products to BRR. BRR’s Walmart

² A “NIC” form is a form created for each product listing that summarizes all of the product specifications, including costing. The NIC form includes all of the information necessary to create a product listing in the Walmart Portal.

account was frozen and BRR immediately stopped receiving POs for two of the six items listed on the portal.

19. As described in the April 12 Wakefield Affidavit, Walmart is one of the largest retailers in the world and accounted for a large portion of BRR's business. Walmart is in my view well known for exercising significant leverage based on their size and market dominance in a way that is detrimental to suppliers. There was and continues to be a large power imbalance between BRR and Walmart. The one-sided nature of the terms in the Supply Agreement reflect that imbalance in my view.

20. At all times it was my intention to negotiate a resolution with Walmart if I could to avoid the loss of their significant business, which required me to be circumspect and careful not to alienate them. In other words, it should be unsurprising to Mr. Bhatia that I was not as direct as I could have otherwise been with Walmart regarding my views on the Alleged Overpayment in the context of those discussions.

Walmart's Interpretation of the Contract

21. The Bhatia Affidavit contains a number of paragraphs where Mr. Bhatia opines on his interpretation of the legal effect of provisions of the Supplier Agreement. I am not a lawyer and I don't understand Mr. Bhatia to be one either. I will leave the interpretation of the Supplier Agreement to the Court. Since Mr. Bhatia has raised issues regarding provisions of the contract I will try to reply below with facts and context that may assist the Court in determining those issues.

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22. At first instance I note by way of reply that I understand the Supplier Agreement to be a standard form agreement that Walmart imposes on its suppliers. It was not negotiated with BRR. It was imposed on BRR as it is on all of Walmart's suppliers.

23. The Bhatia Affidavit at paragraph 27 notes that Walmart "[I]f Walmart determines that a supplier's performance under the Supplier Agreements is *likely to be impaired*, Walmart is entitled to establish a reserve on the supplier's account to satisfy the supplier's actual or anticipated obligations to Walmart, by *withholding supplier invoices*".

24. Mr. Bhatia does not state how or why (or even if) Walmart came to any conclusion that BRR's performance as a supplier was "likely to be impaired" by an historical dispute over pricing adjustments.

25. In other words, Walmart simply appears to be defending its punitive measures imposed on BRR for an historical pricing dispute by indicating that those measures are a "legitimate exercise of [Walmart's] contractual rights". As Mr. Bhatia indicates, Walmart placed a hold and ceased making payments to BRR pending resolution of the Overpayment issue.

26. Critically, the Bhatia Affidavit does not indicate anywhere that Walmart decided that BRR's performance was "likely to be impaired" or provide any rationale or support for the rationality of exercising such alleged discretion under its contractual relationship with BRR. At no point was BRR ever advised that such a determination was made and on what basis. BRR has always performed its obligations under the contract. Simply put, an historical pricing dispute might upset Walmart, but it did not impair BRR's ability to deliver the Pizza Products.

27. BRR does not agree with the interpretation of the Supplier Agreements set out in the Bhatia Affidavit at paragraphs 27 and 28. This is the basis of my view that Walmart's actions were highly punitive and consistent with Walmart taking advantage of the financial circumstances of its suppliers and the uneven playing field that ultimately led to the downfall of BRR's entire business.

GENERAL DISPUTE REGARDING INVOICES

28. Beginning at paragraph 39 of his affidavit, Mr. Bhatia sets out a number of categories of reasons why certain invoices were not paid, as follows:

- (a) First, Walmart disputes a number of invoices on the basis of certain "Charges and Fees" that Walmart has applied to BRR's invoices "pursuant to Walmart's express contractual entitlements under the Supplier Agreement and Supplier Information Manual". In this category, Mr. Bhatia contends that certain of BRR's invoices were not paid due to:
 - (i) damaged, incorrect, missing or unusable merchandise (paras 40 to 46);
 - (ii) the application of Non-Compliance Charges (para 47);
 - (iii) certain "Blue Box Fees" (para 48);
 - (iv) "E-commerce Fees" (para 49); and
 - (v) Set off fees due to BRR's alleged failure to deliver a Supplier Discrepancy Form to Walmart (paras 50 to 52);
- (b) Second, Mr. Bhatia sets out a number of invoices that Walmart alleges have already been paid (para 53 to 54); and

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- (c) Finally, Mr. Bhatia sets out an explanation for Walmart's failure to pay certain Distribution Agreement Invoices (paras 55 to 56).

29. My response to Mr. Bhatia's evidence to each of the above will be addressed in turn below.

The Charges and Fees

30. Mr. Bhatia states that Walmart's Supplier Agreement entitles Walmart to charge fees and expenses back to suppliers in certain circumstances, including for (a) damaged shipments, wrong quantity or wrong item; (b) blue box fees; (c) "non-compliance" charges; (d) e-commerce fees; and (e) missing or unusable merchandise due to temperature issues.

31. While I leave the interpretation of the Supply Agreement to the Court, I note that as a general business practice if a customer wants to claim an offset against monies owed for goods delivered they generally have an obligation to support their claim with evidence of the damage or details of the fees and their relationship to the goods in question.

32. Below is a table with a breakdown of the Charges and Fees claimed by Walmart:

Type of charge or fee	Amount
E-commerce fees	\$94,769.03 (no breakdown or backup)
Blue box fees	\$51,653.62 (no breakdown or backup)
Damaged shipment, wrong quantity of wrong item	170,741.75 (no back-up)
Non-compliance	\$26,864.89 (no back-up)
Missing or unusable merchandise due to temperature failure	\$14,254.43 (no back-up)

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33. The deductions Walmart has applied to BRR's invoices on account of "Charges and Fees" amount to approximately \$358,283.72.

34. These deductions are greatly disproportionate to the sales completed during the applicable time period. Counterintuitively in my view, as sales reduced (starting on or about November, 2023), Walmart's deductions increased.

35. After the Red Barron Pizza price discussion and around the time when the relationship between BRR and Walmart began to wind-up, Walmart began to charge significant charges and fees that had never been previously charged. Attached as **Exhibit "C"** is a spreadsheet that summarizes, by deduction code, each of the "Charges and Fees" that were charged by Walmart by time period. As shown in the spreadsheet, Walmart's "Charges and Fees" including the following fees which were (i) never previously charged, and (ii) only charged after BRR stopped supplying for Walmart:

- (a) Carrier Claim Billing (\$10,627);
- (b) Damaged Carton Fees (\$3,261.12);
- (c) Compliance Billing (\$51,653.62); and
- (d) Deals Agreement Billing (\$62,640.22), among others.

36. In total about \$900,072.81 in deductions were made against \$415,560.65 in sales. These deductions that Walmart attempts to take in 2024 wipe out all of the sales made by BRR in 2024.

37. I also note that historically "Charges and Fees" are applied to invoices promptly following delivery, not many months after shipments have been delivered and accepted and by a unilateral

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credit to an invoice. That was the business process followed by BRR and Walmart in the ordinary course of delivery, as will be described below.

38. Firstly, as part of their own process imposed on suppliers, Walmart requires a signed proof of delivery to be provided to the Walmart representative receiving a shipment at the loading dock.

At the time of delivery:

- (a) the BRR driver and the Walmart recipient agree on the shipment delivered;
- (b) the Walmart recipient will check the shipment and ensure it accords perfectly with the applicable invoice, and
- (c) after checking the shipment and comparing it to the invoice, the Walmart recipient signs the invoice if the shipment is correct (*i.e.* product quantities are correct, there is no damage or temperature control issue, and the invoice otherwise matches the delivery). That invoice becomes the “proof of delivery” document used by the parties to evidence a completed shipment.

39. Importantly, if there is an error, including for example incorrect product quantity or wrong item delivered, a notation would be made on the invoice. This is also the case if there was any damage or other error. In all cases where there is an error in a shipment, as soon as BRR receives the invoice with a notation of an error at the time of delivery, BRR issues a credit to Walmart to reflect the error.

40. This means that any and all damages and errors in delivery are noted on the applicable proof of delivery. Walmart has not provided copies of a proof of delivery or any other photographs,

contemporaneous reports, notes, memos or other materials that demonstrates a shipment was damaged or otherwise had an error.

41. Walmart has simply provided a Walmart-produced spreadsheet, produced by people unknown and at times and dates unknown, without support or back-up, that lists a number of potential fees that Walmart says they can charge in certain circumstances, applied to various of BRR's invoices.

42. While Walmart may have the ability to charge fees in certain circumstances, it cannot simply do so unilaterally and without support for the issues claimed. Simply put, in my view Walmart has not provided evidence of the actual damaged product it says it received, including critically, a proof of delivery with the applicable notations.

43. As it relates to frozen product that must be temperature controlled, there are circumstances (albeit rare) where damage may occur if the product was permitted to thaw above a certain temperature. Surprisingly, Mr. Bhatia's affidavit does not speak to Walmart's robust process for compliance with temperature control requirements. At the time of delivery, for frozen food products,

- (a) the Walmart recipient must check the temperature of the trailer and goods; and
- (b) if the trailer is too warm, the Walmart recipient would refuse the shipment at the loading dock.

44. This process means that Walmart would not accept a shipment after having checked the temperature of a truck and the goods, and then subsequently charge for damaged goods due to temperature issues. In the ordinary course Walmart would simply refuse the shipment upon its

-14-

arrival and the products would be sent back to BRR's warehouse. Walmart would receive a credit for the shipment from BRR. I reiterate that Walmart has not provided any proof of delivery that demonstrates that any temperature control issues arose in respect of the applicable invoices.

45. Similar to Walmart, BRR also had a robust process to ensure that the temperature of both our warehouse and our trucks met the necessary temperature standards. BRR's team received alerts if any reefer unit malfunctioned. In the normal course, BRR kept a meticulous log of the temperature history of the company's warehouse and its trailers and any issues related to temperature were extremely rare.

46. I believe Walmart is aware that in the ordinary course of business, shipment errors and any consequent credits are managed and determined at the time of delivery, not many months after the fact. I do not believe that BRR has ever had this many "errors" brought to its attention during the entire course of my involvement with the company. The amount of the Charges and Fees greatly exceed the credits BRR has ever had to issue to customers for shipment errors and have only been brought to the attention of BRR after the filing of the company's NOI, during the course of this dispute.

47. Mr. Bhatia's affidavit goes in detail about the various charges he says Walmart is "contractually entitled" to charge. These include "Non-Compliance Charges", "Blue Box Fees", "E-Commerce Fees" and others.

48. It is one thing to say that Walmart is contractually entitled to levy certain charges. It is another thing to say that Walmart can unilaterally impose such charges many months after the

applicable circumstances have passed, without any evidence of these circumstances to permit the other party, or this Court, to verify their accuracy and appropriateness.

49. As it relates to the substantial E-Commerce Fees in particular, Walmart has not provided details on which invoice(s) relate to. I note that Walmart has already charged E-Commerce Fees in relation to the Red Barron Pizza Products which I believe are already incorporated in the Alleged Overpayment. As such, it would appear that Walmart is seeking to “double-charge” for this amount.

50. Ultimately, as Mr. Bhatia says at paragraph 52 of his affidavit, Walmart has set-off the “Charges and Fees” against BRR’s invoices. On the basis of these “Charges and Fees” Walmart has refused payment of valid supplier invoices without any back-up documentation or details (including the applicable proofs of delivery), which make it near impossible for BRR, and in fact this Court, to verify the validity or appropriateness of the charges.

The Paid Invoices and Unsupported Invoices

51. At paragraphs 53 and 54 of the Bhatia Affidavit, Mr. Bhatia references invoices that Walmart notes have been paid. BRR, with the assistance of the Proposal Trustee, has completed a reconciliation of the applicable invoices and it appears that Walmart has marked a number of invoices as “paid” in their Walmart system when they in fact were only partially paid.

52. BRR has completed its reconciliation on the applicable invoices and has determined that \$14,980.10 of the \$32,212 claimed remains outstanding. Attached as **Exhibit “D”** is a spreadsheet showing BRR’s reconciliation which includes details of the applicable invoices with explanatory notes and payment details.

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53. The Bhatia Affidavit notes at paragraph 54 that there are certain invoices that Walmart “has no record of”. The critical invoice which is in the amount of \$49,378.32, with the associated proof of delivery, is attached as **Exhibit “E”**. This proof of delivery is clearly signed for by a Walmart employee showing the shipment was received. The results of Walmart’s temperature control check also appears on the last page of the proof of delivery. As such, I do not understand why Walmart takes the position that it has no record of these invoices.

Distribution Agreement Invoices

54. In the April 12 Wakefield Affidavit I detailed specific invoices related to 3PL services that Walmart disputed. Mr. Bhatia’s apparent position on each of these invoices is set out at paragraph 56 of Mr. Bhatia’s Affidavit. BRR’s position on these invoices is set out at paragraph 73 of the April 12 Wakefield Affidavit.

RELIEF SOUGHT AND CONCLUSION

55. BRR respectfully seeks an Order in the form of attached at Tab “3” to the Motion Record.

56. I make this Affidavit in support of the Company’s motion for the relief described herein, and for no other or improper purpose or delay.

SWORN by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on May 7, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:

Monica Faheim

Commissioner for Taking Affidavits
(or as may be)

MONICA FAHEIM

DocuSigned by:

0743B536E8C1443...

MICHAEL WAKEFIELD

This is Exhibit “A” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on May 7, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 1400801243

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 1400801243 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller)
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/07/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET =====IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONSLAST. =====
===== BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORTSHIPPED/DELIVERED LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM. =====

Buying Party (Purchaser)
MONCTON, NEW BRUNSWICK (Global Location Number (GLN)) 0681131037808 135 FRENETTE AVE MONCTON, NB E1H 0E2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050278298 UCC - 12: 807176714355 Vendor's (Seller's) Item Number: 80762672 Buyers Color: WHITE Buyer's Size Code: 187.0 GTIN 14-digit Data Structure: 10807176714352 Pack: 9 4898.88	126	Case	38.88
002	Buyer's Item Number: 050278299 UCC - 12: 807176714362 Vendor's (Seller's) Item Number: 80762678 Buyers Color: WHITE Buyer's Size Code: 187.0 GTIN 14-digit Data Structure: 10807176714369 Pack: 9 4898.88	126	Case	38.88
003	Buyer's Item Number: 050278300 UCC - 12: 807176714379 Vendor's (Seller's) Item Number: 80762722 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714376 Pack: 9 5132.16	72	Case	71.28
004	Buyer's Item Number: 050278301 UCC - 12: 807176704387 Vendor's (Seller's) Item Number: 80762721 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176704384 Pack: 9 10264.32	144	Case	71.28
005	Buyer's Item Number: 050278302 UCC - 12: 807176714393 Vendor's (Seller's) Item Number: 80762724 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714390 Pack: 9 11741.76	144	Case	81.54
006	Buyer's Item Number: 050278303 UCC - 12: 807176714409 Vendor's (Seller's) Item Number: 80762723 Buyers Color: WHITE Buyer's Size Code: 680.0	72	Case	81.54

	GTIN 14-digit Data Structure: 10807176714406 Pack: 9 5870.88			
007	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 5858.16	56	Case	104.61
008	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 4498.23	43	Case	104.61
009	Buyer's Item Number: 050283964 UCC - 12: 072180763112 Vendor's (Seller's) Item Number: 72176311 Buyer's Size Code: 531.0 GTIN 14-digit Data Structure: 10072180763119 Pack: 16 6799.65	65	Case	104.61
010	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 5544.33	53	Case	104.61
011	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 2736	48	Case	57
012	Buyer's Item Number: 050283967 UCC - 12: 072180763051 Vendor's (Seller's) Item Number: 72176305 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763058 Pack: 12 2736	48	Case	57

Transaction Totals

Number of Line Items: 12

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 70979.25

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 8050792326

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 8050792326 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910 Associated Purchase Orders: 06-066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller) Origin (Shipping Point): BRAMPTON ON ON
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/14/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET ===== TRUCK# 06 FOR 066790910 ===== ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO

Buying Party (Purchaser)
DISTRIBUTION CENTER 6080 (Global Location Number (GLN)) 0681131032551 261054 WAGON WHEEL CRES ROCKY VIEW, AB T4A 0E2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED
 LATE FOR NOT COMPLYING WITH OUR FILL-RATE
 PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD
 PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE
 VENDOR INVESTMENT PROGRAM.

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LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 4916.67	47	Case	104.61
002	Buyer's Item Number: 050283967 UCC - 12: 072180763051 Vendor's (Seller's) Item Number: 72176305 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763058 Pack: 12 513	9	Case	57

Transaction Totals

Number of Line Items: 2

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 5429.67

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 8050792329

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 8050792329 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910 Associated Purchase Orders: 10-066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller) Origin (Shipping Point): BRAMPTON ON ON
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/14/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET ===== TRUCK# 10 FOR 066790910 ===== ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO

Buying Party (Purchaser)
DISTRIBUTION CENTER 6080 (Global Location Number (GLN)) 0681131032551 261054 WAGON WHEEL CRES ROCKY VIEW, AB T4A 0E2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED
 LATE FOR NOT COMPLYING WITH OUR FILL-RATE
 PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD
 PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE
 VENDOR INVESTMENT PROGRAM.

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LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 3242.91	31	Case	104.61
002	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 2615.25	25	Case	104.61

Transaction Totals

Number of Line Items: 2

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 5858.16

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 8050792341

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 8050792341 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910 Associated Purchase Orders: 03-066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller) Origin (Shipping Point): BRAMPTON ON ON
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/14/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET ===== TRUCK# 03 FOR 066790910 ===== ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO

Buying Party (Purchaser)
DISTRIBUTION CENTER 6080 (Global Location Number (GLN)) 0681131032551 261054 WAGON WHEEL CRES ROCKY VIEW, AB T4A 0E2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED
LATE FOR NOT COMPLYING WITH OUR FILL-RATE
PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD
PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE
VENDOR INVESTMENT PROGRAM.

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LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050278298 UCC - 12: 807176714355 Vendor's (Seller's) Item Number: 80762672 Buyers Color: WHITE Buyer's Size Code: 187.0 GTIN 14-digit Data Structure: 10807176714352 Pack: 9 9797.76	252	Case	38.88
002	Buyer's Item Number: 050278299 UCC - 12: 807176714362 Vendor's (Seller's) Item Number: 80762678 Buyers Color: WHITE Buyer's Size Code: 187.0 GTIN 14-digit Data Structure: 10807176714369 Pack: 9 9797.76	252	Case	38.88
003	Buyer's Item Number: 050278302 UCC - 12: 807176714393 Vendor's (Seller's) Item Number: 80762724 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714390 Pack: 9 17612.64	216	Case	81.54
004	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 418.44	4	Case	104.61
005	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 3138.3	30	Case	104.61

006	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 513	9	Case	57
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Transaction Totals

Number of Line Items: 6

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 41277.9

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 9400792047

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 9400792047 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910 Associated Purchase Orders: 01-066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller) Origin (Shipping Point): BRAMPTON ON ON
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/06/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET ===== TRUCK# 01 FOR 066790910 ===== ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO

Buying Party (Purchaser)
SCM DC 7087R-REGULAR (Global Location Number (GLN)) 0681131031844 7295 WEST CREDIT AVENUE MISSISSAUGA, ON L5N 5N1 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED
LATE FOR NOT COMPLYING WITH OUR FILL-RATE
PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD
PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE
VENDOR INVESTMENT PROGRAM.

=====

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050278298 UCC - 12: 807176714355 Vendor's (Seller's) Item Number: 80762672 Buyers Color: WHITE Buyer's Size Code: 187.0 GTIN 14-digit Data Structure: 10807176714352 Pack: 9 14696.64	378	Case	38.88
002	Buyer's Item Number: 050278299 UCC - 12: 807176714362 Vendor's (Seller's) Item Number: 80762678 Buyers Color: WHITE Buyer's Size Code: 187.0 GTIN 14-digit Data Structure: 10807176714369 Pack: 9 14696.64	378	Case	38.88
003	Buyer's Item Number: 050278300 UCC - 12: 807176714379 Vendor's (Seller's) Item Number: 80762722 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714376 Pack: 9 20528.64	288	Case	71.28
004	Buyer's Item Number: 050278301 UCC - 12: 807176704387 Vendor's (Seller's) Item Number: 80762721 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176704384 Pack: 9 20528.64	288	Case	71.28
005	Buyer's Item Number: 050278302 UCC - 12: 807176714393 Vendor's (Seller's) Item Number: 80762724 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714390 Pack: 9	288	Case	81.54

	23483.52			
006	Buyer's Item Number: 050278303 UCC - 12: 807176714409 Vendor's (Seller's) Item Number: 80762723 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714406 Pack: 9 23483.52	288	Case	81.54
007	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 18411.36	176	Case	104.61
008	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 18306.75	175	Case	104.61
009	Buyer's Item Number: 050283964 UCC - 12: 072180763112 Vendor's (Seller's) Item Number: 72176311 Buyer's Size Code: 531.0 GTIN 14-digit Data Structure: 10072180763119 Pack: 16 22281.93	213	Case	104.61
010	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 22072.71	211	Case	104.61
011	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 11799	207	Case	57
012	Buyer's Item Number: 050283967 UCC - 12: 072180763051	207	Case	57

Vendor's (Seller's) Item Number: 72176305			
Buyer's Size Code: 206.0			
GTIN 14-digit Data Structure: 10072180763058			
Pack: 12			
11799			

Transaction Totals

Number of Line Items: 12

Monetary Amount Information

Amount Qualifier Code: Gross Value
Monetary Amount: 222088.35

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 9450791743

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 9450791743 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910 Associated Purchase Orders: 09-066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller)
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/09/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET ===== TRUCK# 09 FOR 066790910 ===== ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. ===== BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED

Buying Party (Purchaser)
WAL-MART DC 6098 (Global Location Number (GLN)) 0681131035323 1501 INDUSTRIAL PK DR CORNWALL, ON K6H 7M4 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM.

=====

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 5858.16	56	Case	104.61

Transaction Totals

Number of Line Items: 1

Monetary Amount Information

Amount Qualifier Code: Gross Value
Monetary Amount: 5858.16

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 9450791745

Date: 07/03/2023

Time: 4:32 A.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 9450791745 Date: 07/03/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: POS REPLEN Internal Vendor Number: 066790910 Associated Purchase Orders: 10-066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller)
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/03/2023 Ship Not Before: 07/03/2023 Do Not Deliver After: 07/09/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET ===== TRUCK# 10 FOR 066790910 ===== ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. ===== BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED

Buying Party (Purchaser)
WAL-MART DC 6098 (Global Location Number (GLN)) 0681131035323 1501 INDUSTRIAL PK DR CORNWALL, ON K6H 7M4 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM.

=====

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050278300 UCC - 12: 807176714379 Vendor's (Seller's) Item Number: 80762722 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714376 Pack: 9 10264.32	144	Case	71.28
002	Buyer's Item Number: 050278301 UCC - 12: 807176704387 Vendor's (Seller's) Item Number: 80762721 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176704384 Pack: 9 15396.48	216	Case	71.28
003	Buyer's Item Number: 050278302 UCC - 12: 807176714393 Vendor's (Seller's) Item Number: 80762724 Buyers Color: WHITE Buyer's Size Code: 680.0 GTIN 14-digit Data Structure: 10807176714390 Pack: 9 17612.64	216	Case	81.54
004	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 3765.96	36	Case	104.61

Transaction Totals

Number of Line Items: 4

Monetary Amount InformationAmount Qualifier Code: Gross Value
Monetary Amount: 47039.4

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 1400801275

Date: 07/07/2023

Time: 1:32 P.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 1400801275 Date: 07/07/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: RPLNWEEK25 Internal Vendor Number: 066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller)
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/17/2023 Ship Not Before: 07/17/2023 Do Not Deliver After: 07/18/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET TRANSMITTED ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. ===== =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM. =====

Buying Party (Purchaser)
MONCTON, NEW BRUNSWICK (Global Location Number (GLN)) 0681131037808 135 FRENETTE AVE MONCTON, NB E1H 0E2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 4393.62	42	Case	104.61
002	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 4393.62	42	Case	104.61
003	Buyer's Item Number: 050283964 UCC - 12: 072180763112 Vendor's (Seller's) Item Number: 72176311 Buyer's Size Code: 531.0 GTIN 14-digit Data Structure: 10072180763119 Pack: 16 4393.62	42	Case	104.61
004	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 4393.62	42	Case	104.61
005	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 5928	104	Case	57
006	Buyer's Item Number: 050283967 UCC - 12: 072180763051 Vendor's (Seller's) Item Number: 72176305 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763058 Pack: 12 5928	104	Case	57

Transaction Totals

Number of Line Items: 6

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 29430.48

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 4950701520

Date: 07/07/2023

Time: 1:32 P.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 4950701520 Date: 07/07/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: RPLNWEEK25 Internal Vendor Number: 066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller)
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/16/2023 Ship Not Before: 07/16/2023 Do Not Deliver After: 07/17/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET TRANSMITTED ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. ===== =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM. =====

Buying Party (Purchaser)
SURREY PDC (Global Location Number (GLN)) 0681131037419 19525 24TH AVE SURREY, BC V3Z 1J2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 4393.62	42	Case	104.61
002	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 4393.62	42	Case	104.61
003	Buyer's Item Number: 050283964 UCC - 12: 072180763112 Vendor's (Seller's) Item Number: 72176311 Buyer's Size Code: 531.0 GTIN 14-digit Data Structure: 10072180763119 Pack: 16 4393.62	42	Case	104.61
004	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 4393.62	42	Case	104.61
005	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 5928	104	Case	57
006	Buyer's Item Number: 050283967 UCC - 12: 072180763051 Vendor's (Seller's) Item Number: 72176305 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763058 Pack: 12 5928	104	Case	57

Transaction Totals

Number of Line Items: 6

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 29430.48

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 8050792410

Date: 07/07/2023

Time: 1:32 P.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 8050792410 Date: 07/07/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: RPLNWEEK25 Internal Vendor Number: 066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller) Origin (Shipping Point): BRAMPTON ON ON
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/16/2023 Ship Not Before: 07/16/2023 Do Not Deliver After: 07/17/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET TRANSMITTED ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. ===== =====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM.

Buying Party (Purchaser)
DISTRIBUTION CENTER 6080 (Global Location Number (GLN)) 0681131032551 261054 WAGON WHEEL CRES ROCKY VIEW, AB T4A 0E2 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 4393.62	42	Case	104.61
002	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 4393.62	42	Case	104.61
003	Buyer's Item Number: 050283964 UCC - 12: 072180763112 Vendor's (Seller's) Item Number: 72176311 Buyer's Size Code: 531.0 GTIN 14-digit Data Structure: 10072180763119 Pack: 16 4393.62	42	Case	104.61
004	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 4393.62	42	Case	104.61
005	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 5928	104	Case	57
006	Buyer's Item Number: 050283967 UCC - 12: 072180763051 Vendor's (Seller's) Item Number: 72176305 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763058 Pack: 12 5928	104	Case	57

Transaction Totals

Number of Line Items: 6

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 29430.48

Purchase Order (850)

Trading Partner Alias: BRR Walmart

Transaction Key: 9400792108

Date: 07/07/2023

Time: 1:32 P.M.

Beginning Segment for Purchase Order (Original)
Stand-alone Order: 9400792108 Date: 07/07/2023
Currency
Buying Party (Purchaser): CAD
Reference Information
Department Number: 00091 Merchandise Type Code: 0020 Promotion/Deal Number: RPLNWEEK25 Internal Vendor Number: 066790910
F.O.B. Related Instructions
Shipment Method of Payment: Prepaid (by Seller) Origin (Shipping Point): BRAMPTON ON ON
Terms of Sale/Deferred Terms of Sale
Terms Type Code: Basic Discount Offered Terms Basis Date Code: Receipt of Goods Terms Discount Percent: 2 Terms Discount Days Due: 30 Terms Net Days: 45
Date/Time Reference
Ship No Later: 07/12/2023 Ship Not Before: 07/12/2023 Do Not Deliver After: 07/13/2023
Carrier Details (Routing Sequence/Transit Time)
Routing Sequence Code: Origin Carrier (Air) Routing: VENDOR ROUTE
Extended Reference Information
Letters or Notes: SPECIAL INSTRUCTIONS Message: NO PRETICKET TRANSMITTED ===== IF MULTIPLE DESTINATIONS HAVE THE SAME SHIP DATE, PLEASE SHIP TO FURTHEST DESTINATION FIRST AND CLOSEST DESTINATIONS LAST. =====
=====BY ACCEPTING THIS P.O., YOU AGREE TO BE INVOICED UP TO 40% OF COST OF THE GOODS SHORT SHIPPED/DELIVERED LATE FOR NOT COMPLYING WITH OUR FILL-RATE PROGRAM, AND UP TO 1.25% OF COST OF GOODS SOLD PLUS UP TO 5.0% OF ANY ECOMM SALES UNDER THE VENDOR INVESTMENT PROGRAM.

Buying Party (Purchaser)
SCM DC 7087R-REGULAR (Global Location Number (GLN)) 0681131031844 7295 WEST CREDIT AVENUE MISSISSAUGA, ON L5N 5N1 CA
Supplier/Manufacturer
BRR LOGISTICS LIMITED

LINE ITEMS

Line	Description	QTY Ordered	UoM	Price (\$)
001	Buyer's Item Number: 050283962 UCC - 12: 072180763006 Vendor's (Seller's) Item Number: 72176300 Buyer's Size Code: 668.0 GTIN 14-digit Data Structure: 10072180763003 Pack: 16 8787.24	84	Case	104.61
002	Buyer's Item Number: 050283963 UCC - 12: 072180763013 Vendor's (Seller's) Item Number: 72176301 Buyer's Size Code: 681.0 GTIN 14-digit Data Structure: 10072180763010 Pack: 16 8787.24	84	Case	104.61
003	Buyer's Item Number: 050283964 UCC - 12: 072180763112 Vendor's (Seller's) Item Number: 72176311 Buyer's Size Code: 531.0 GTIN 14-digit Data Structure: 10072180763119 Pack: 16 8787.24	84	Case	104.61
004	Buyer's Item Number: 050283965 UCC - 12: 072180763105 Vendor's (Seller's) Item Number: 72176310 Buyer's Size Code: 506.0 GTIN 14-digit Data Structure: 10072180763102 Pack: 16 8787.24	84	Case	104.61
005	Buyer's Item Number: 050283966 UCC - 12: 072180763068 Vendor's (Seller's) Item Number: 72176306 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763065 Pack: 12 11856	208	Case	57
006	Buyer's Item Number: 050283967 UCC - 12: 072180763051 Vendor's (Seller's) Item Number: 72176305 Buyer's Size Code: 206.0 GTIN 14-digit Data Structure: 10072180763058 Pack: 12 11856	208	Case	57

Transaction Totals

Number of Line Items: 6

Monetary Amount Information

Amount Qualifier Code: Gross Value

Monetary Amount: 58860.96

This is Exhibit “B” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on May 7, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Monica Faheim
A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Remit Payment To:
 BRR Logistic
 PO Box 80115,
 BRAMPTON
 Ontario, L6T5W2
 Tel:

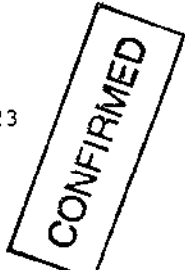
INVOICE
 Invoice No: BRR0000509784
 Page 1 of 1

To Be Billed To:
 WALMART WEST

Ship To: 2502873631
 WAL-MART CAMPBELL RIVER #1077
 BC
 1477 ISLAND HWY,
 CAMPBELL RIVER, British Colum
 V9W8E5
 Tel: 250 287 3631

GST Reg#:882788714 RT0001
 QST Reg#:
 Terms:Net 14
 Route No:RTWM
 Sequence ID:
 Salesman:Cameron Unrau/ML

Order Date:11/23/2023
 Shipment Date:12/4/2023
 PO#:3300873010
 Order No:0000720647



160 MAIN ST W,WALMART/VENDOR#
 MARKDALE, British Columbia
 NOC1H0
 Tel: 250 287 3631

UPC Code	Product Code	Description	Qty Cs	Ord Pk	Qty Cs	Shp Pk	Net Pr (Pack)	Extended Amount	Taxes /Fees
4447327613	135224	SO DELICIOUS SALT CARAMEL CLUSTER 500M	1	8					
628055401525540149		COOLWAY KETO CHOCOLATE 500ML	1	8	1	8	4.27	34.16	
74447300074135159		SO DELICIOUS CASHEW SLTDCRML BAR 68ml	1	6					
74447327430135282		SO DELICIOUS COCONUT SANDWICH 68ml	1	6					
628055401495540154		COOLWAY KETO NOVELTY VANILLA 88ML	2	16	2	16	4.27	68.32	
8128270045981204594		RIGHTEOUS SEA SALT CARAMEL 473ML	1	8	1	8	4.00	32.00	

7	52	4	32	134.48	Sub Total
					Eco Fee (E)
					Container Dep (C)
					Fuel Surcharge
					G.S.T/H.S.T (G)
					P.S.T/Q.S.T (P)
				134.48	INVOICE TOTAL

Received in good condition by: _____

Driver Signature: _____

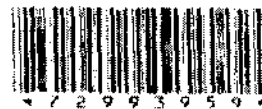
Notes / Adj. Reason : 6

Pallets Delivered

Pallets Returned



VERSACOLD LOGISTICS SERVICE GP LIMITED GST#RST: 823589199
1188 Derwent Way PST#QST: 1222442862
Delta BC V3M5R1
P: 1-800-378-2550



IP - CONTROL COPY

DELIVER TO: WALMART SUPERCENTRE 1377 DUE DATE: 12/5/2023 00:00 PO: 3300873010
1477 ISLAND HWY 12/5/2023 06:00 PO: 3300875464
CAMPBELL RIVER BC V9W8E5
250-287-3631 SHIPPER: GEORGE WAKEFIELD FOODS INC

CONSIGNEE: WALMART SUPERCENTRE 1377

PICKUP AT: CONGEBEC DEBTOR: 018154
1555 CHEVRIER BLVD BRR LOGISTICS LIMITED
WINNIPEG MB R3T 1Y7 107 WALKER DR #2
BRAMPTON ON L6T 5K5

PIECES	DESCRIPTION	WEIGHT(LBS)	SHIP INSTRUCTIONS
15	FROZEN	400	

118

PRODUCTION CODE	DATE	TIME	PLANT	LOT	EXP. DATE	EXP. TIME

This is Exhibit “C” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on May 7, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

	B	C	D	E	F	G	H	I
1								
2		YEAR 2024				YEAR 2023		TOTAL 2023-2024
3	TOTAL SALES from BRR SOCS	\$407,117.94				\$6,889,694.60		
4								
5				Jan to June	July to Dec	Total 2023		
6	Total Invoices Paid by Walmart	\$1,521,522.81		1,864,366.12	5,298,274.64	7,162,640.76		\$8,684,163.57
7	2022 invoices	\$0.00		68,893.78	217.07	69,110.85		
8	2023 invoice	\$1,105,962.17		1,795,472.34	5,298,057.57	7,093,529.91		
9	2024 invoices	\$415,560.64		0	0	0		
10								
11								
12	Less: Deductions							
13	Discounts	(\$30,426.78)		(37,286.65)	(103,443.17)	(140,729.82)		(\$171,156.60)
14	Other Deductions							
15	CARRIER CLAIM BILLING [0779]	(10,627.51)		0.00	0.00	0.00		
16	CARTON DAMAGED FRT BILL SIGNED DAMAGED [0028]	(3,261.12)		0.00	0.00	0.00		
17	COMPLIANCE BILLING [0762]	(51,653.62)		0.00	0.00	0.00		
18	CONCEALED SHORTAGE [0021]	(19,860.03)		(39,371.23)	(80,495.81)	(119,867.04)		
19	DEALS AGREEMENT BILLING [0753]	(62,640.22)		0.00	0.00	0.00		
20	MDSE BILLED NOT SHIPPED [0022]	(28,667.52)		0.00	(118,381.62)	(118,381.62)		
21	MERCHANDISE RETURN - DEFECTIVE MERCHANDISE [0094]	(321.82)		(2,006.59)	(6,605.73)	(8,612.32)		
22	MERCHANDISE RETURN - OVERSTOCK/RECALL [0092]	(120.00)		0.00	(32.00)	(32.00)		
23	NO MERCHANDISE RECEIVED FOR INVOICE [0025]	(73,538.76)		(101,448.73)	(283,544.36)	(384,993.09)		
24	PRICE DIFFERENCE PO/INVOICE [0110]	(49,154.36)		(58,794.26)	(101,345.89)	(160,140.15)		
25	VENDOR INCENTIVE PROGRAM BILLING [0760]	(32,395.10)		0.00	0.00	0.00		
26	OTHER [0087]	(516,102.57)		(984.01)	(77,223.49)	(78,207.50)		
27	ANTICIPATION-EARLY PAYMENT OF INVOICE [0082]	0.00		(14,036.31)	(7,934.69)	(21,971.00)		
28	CARTON SHORTAGE FRT BILL SIGNED SHORT [0024]	0.00		0.00	(10,769.76)	(10,769.76)		
29	CONVERSION/INTERFACE [0011]	0.00		0.00	(92,078.68)	(92,078.68)		
30	SUBSTITUTION OVER CHARGE [0130]	0.00		(27.20)	0.00	(27.20)		
31	No description	(21,303.40)		(31,450.58)	(212,959.38)	(244,409.96)		(2,109,136.35)
32	Total deductions	(900,072.81)		(285,405.56)	(1,094,814.58)	(1,380,220.14)		(\$2,280,292.95)
33	% of deductions against invoices paid		59.16%			19.27%		
34								
35	NET PAYMENT		621,450.00		1,578,960.56	4,203,460.06	5,782,420.62	\$6,403,870.62

This is Exhibit “D” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on May 7, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927326446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

	Cust No	Cust Name	Cust Name	Type	Doc No	Doc Date	2/20/2024	Aging Bucket		Notes 4/29/2024		
1	DocuSign Envelope ID: B114538A-6784-4080-A376-F86895B444C6								Walmart Position			
2	9054381400	WALMART OSHAWA #1056	9054381400	WALMART	IN	0001739164	4/22/2023	80.52	304	e. 120+	Paid \$191.96 on May 3/23	Received payment 1/27/2024 and recorded as paid by BRR
3	9054381400	WALMART OSHAWA #1056	9054381400	WALMART	IN	0001742144	5/6/2023	136.32	290	e. 120+	Paid \$413.28 on May 15/23	Received payment 1/27/2024 and recorded as paid by BRR
4	8072237190	WAL-MART DRYDEN #3024	8072237190	WALMART	IN	0001744515	5/18/2023	94.64	278	e. 120+	Paid \$94.64 on Jun. 5/23	Received payment 1/27/2024 and recorded as paid by BRR
5	9056709966	WALMART MISSISSAUGA DC 70	9056709966	WALMART	IN	0001758423	7/18/2023	3,579.94	217	e. 120+	Paid \$77,683.86 on Aug. 21/23	with deductions
6	6139338665	WALMART DISTRIBUTION CORN	6139338665	WALMART	IN	0001762021	8/6/2023	3,109.75	198	e. 120+	Paid \$24,746.28 on Sep. 11/23	with deductions
7	5068527050	WALMART DISTRIBUTION MONC	5068527050	WALMART	IN	0001773110	9/26/2023	1,553.08	147	e. 120+	Paid \$10,031.04 on Nov. 8/23	with deductions
8	9056709966	WALMART MISSISSAUGA DC 70	9056709966	WALMART	IN	0001775002	10/2/2023	2,698.25	141	e. 120+	Paid \$23,950.44 on Nov. 13/23	with deductions
9		Walmart Head Office		WALMART	IN	WF0000504950	10/6/2023	41.92	137	e. 120+	Paid \$41.92 on Nov. 6/23	Received payment 1/27/2024 and recorded as paid by BRR
10		Walmart Head Office		WALMART	IN	WF0000505784	10/13/2023	83.84	130	e. 120+	Paid \$383.38 on Nov. 13/23	Received payment 1/27/2024 and recorded as paid by BRR
11	6139338665	WALMART DISTRIBUTION CORN	6139338665	WALMART	IN	0001777820	10/15/2023	4,039.08	128	e. 120+	Paid \$19,828.80 on Nov. 27/23	with deductions
12	21843	WAL-MART CANADA CORP		WALMART	IN	IN000004288	1/3/2024	16,341.21	48	b. 31-60	Paid Feb. 22/24	Received payment 2/23/2024 and recorded as paid by BRR

This is Exhibit "E" referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on May 7, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A027328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Remit Payment To:
 BRR Logistics Ltd.
 PO Box 80115, Cottrelle
 Brampton
 Ontario, L6P2W7
 Tel: 1-866-888-2775



INVOICE
 Invoice No: 0001758773



Page 1 of 1

To Be Billed To:
 WALMART HEAD OFFICE

Ship To: 6045951250
 WAL-MART DC SURREY

1940 ARGENTIA RD.,
 MISSISSAUGA, Ontario
 L5N1P9
 Tel: 6045951250

19525 24TH AVE,
 SURREY, British Columbia
 V3Z1J2
 Tel: 6045951250

GST Reg#: 882788714
 QST Reg#:
 Terms: Net 30 days
 Route No: RTP1
 Sequence ID:
 Salesman: CC-Suzanna/C8

Order Date: 7/24/2023
 Shipment Date: 7/24/2023
 PO#: 1050650248
 Order No: 0002512734

2511663

UPC Code	Product Code	Description	Qty Cs	Ord Pk	Qty Cs	Shp Pk	Net Pr (Pack)	Extended Amount	Taxes / Fees
7176714355	80762672	BIBIGO STEAMED DUMPLING CHICKEN VEGGIE	126	1,134	126	1,134	4.32	4,898.88	
7176714362	80762678	BIBIGO STEAMED DUMPLING PORK VEGGIE 9p	126	1,134	126	1,134	4.32	4,898.88	
7176704387	80762721	BIBIGO MINI WONTON CHICKEN & VEGGIE 9p	72	648	72	648	7.92	5,132.16	
7176714379	80762722	BIBIGO MINI WONTON PORK & VEGETABLE 9p	72	648	72	648	7.92	5,132.16	
7176714409	80762723	BIBIGO MANDU PORK & VEGGIE 9pk	72	648	72	648	9.06	5,870.88	
7176714393	80762724	BIBIGO MANDU CHICKEN BULGOGI 9pk	72	648	72	648	9.06	5,870.88	
7218076300672176300		RED BARON CLASSIC PEPPERONI 16pcs	42	672	42	672	6.54	4,393.62	
7218076301372176301		RED BARON CLASSIC 4 CHEESE 16pcs	42	672	42	672	6.54	4,393.62	
7218076310572176310		RED BARON THIN AND CRISPY 5 CHEESE 16p	42	672	42	672	6.54	4,393.62	
7218076311272176311		RED BARON THIN AND CRISPY PEPPERONI 16p	42	672	42	672	6.54	4,393.62	
								49,378.32	Sub Total
									Eco Fee (E)
									Container Dep (C)
									Fuel Surcharge
									G.S.T/H.S.T (G)
									P.S.T/Q.S.T (P)
								49,378.32	INVOICE TOTAL

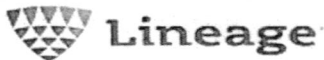
Received in good condition by: _____

Driver Signature: _____

Notes / Adj. Reason : rekey of 0002511663

Pallets Delivered _____

Pallets Returned _____



VERSACOLD LOGISTICS SERVICE GP LIMITED GST/HST: 823569199
 1188 Derwent Way PST/QST: 1222442962
 Delta, BC V3M5R1
 P: 1-833-378-2653



CONTROL COPY

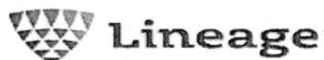
DELIVER TO: WALMART SURREY PDC 6072 DUE DATE: 7/25/2023 04:00 BOL: 7471
 19525 24 AVE 7/25/2023 04:00 PO: 1050650248
 SURREY BC V3S 3S9
 604-595-1250 SHIPPER: BRR LOGISTICS LIMITED
 CONSIGNEE: BRR LOGISTICS LIMITED

PICKUP AT: VERSACOLD TRANSPORT MILTON DEBTOR: 018154
 2701 HIGH POINT DR BRR LOGISTICS LIMITED
 MILTON ON L9T 5G5 107 WALKER DR #2
 BRAMPTON ON L6T 5K5

PIECES	DESCRIPTION	WEIGHT
8	PALLETS OF FROZEN	8.229 LB

RECEIVED in GOOD CONDITION / RECU EN BONNE CONDITION BY X	DRIVER/CHAUFFEUR	IN DATE	IN TIME/HEURE	OUT DATE	OUT TIME/HEURE
--	------------------	---------	---------------	----------	----------------

CHARGES SUBJECT TO TARIFFS IN AFFECT AT DATE OF BILLING / FRAIS SOUS RESERVE DES TARIFFS EN VIGUEUR A LA DATE DE FACTURATION
 ANY LOSS OR DAMAGE MUST BE NOTED ON PRO BILL AT TIME OF DELIVERY. OTHERWISE CONSIGNEE'S SIGNATURE WILL CONSTITUTE CLEAR RECEIPT. LES PERTES ET LES DOIVENT ETRE NOTES SUR PREUVE DE LIVRAISON LORS DE LA LIVRAISON SINON, LA SIGNATURE DE DESTINATAIRE SIGNIFIERA QUE LA MARCHANDISE A ETE RECUE EN BONI



VERSACOLD LOGISTICS SERVICE GP LIMITED GST/HST: 823569199
 1188 Derwent Way PST/QST: 1222442962
 Delta, BC V3M5R1
 P: 1-833-378-2653



CUSTOMER COPY

DELIVER TO: WALMART SURREY PDC 6072 DUE DATE: 7/25/2023 04:00 BOL: 7471
 19525 24 AVE 7/25/2023 04:00 PO: 1050650248
 SURREY BC V3S 3S9
 604-595-1250 SHIPPER: BRR LOGISTICS LIMITED
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PICKUP AT: VERSACOLD TRANSPORT MILTON DEBTOR: 018154
 2701 HIGH POINT DR BRR LOGISTICS LIMITED
 MILTON ON L9T 5G5 107 WALKER DR #2
 BRAMPTON ON L6T 5K5

PIECES	DESCRIPTION	WEIGHT
8	PALLETS OF FROZEN	8.229 LB

RECEIVED in GOOD CONDITION / RECU EN BONNE CONDITION BY X <i>July 25</i>	DRIVER/CHAUFFEUR <i>Smckay</i>	IN DATE	IN TIME/HEURE	OUT DATE	OUT TIME/HEURE
---	--------------------------------	---------	---------------	----------	----------------

CHARGES SUBJECT TO TARIFFS IN AFFECT AT DATE OF BILLING / FRAIS SOUS RESERVE DES TARIFFS EN VIGUEUR A LA DATE DE FACTURATION
 ANY LOSS OR DAMAGE MUST BE NOTED ON PRO BILL AT TIME OF DELIVERY. OTHERWISE CONSIGNEE'S SIGNATURE WILL CONSTITUTE CLEAR RECEIPT. LES PERTES ET LES DOIVENT ETRE NOTES SUR PREUVE DE LIVRAISON LORS DE LA LIVRAISON SINON, LA SIGNATURE DE DESTINATAIRE SIGNIFIERA QUE LA MARCHANDISE A ETE RECUE EN BONI

DocuSign Envelope ID: B114538A-6784-4080-A376-F86895B444C6

Trailer Control Record



OPERATIONS					
INBOUND			OUTBOUND		
Door #:	Start Time:	Finish Time:	Door #:	Start Time:	Finish Time:
331	6:05	7:05			
Load: MP <input type="checkbox"/> FDD <input checked="" type="checkbox"/> AMB <input type="checkbox"/> Chemicals <input type="checkbox"/> Packaging <input type="checkbox"/> Plants / flowers <input type="checkbox"/> Pet food <input type="checkbox"/> Other: _____			Load: MP <input type="checkbox"/> FDD <input type="checkbox"/>		
Items: _____ Temperature Recorder: Found? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acceptable Temperatures? (°F): <input type="checkbox"/> Yes <input type="checkbox"/> No Temp Tail downloaded & saved <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Internal (probed) Product Temperatures (°F): 3 temperatures each pallet. Record highest temperature reading below: Zone 1: N <u>10</u> °F M <u>3</u> °F T <u>1</u> °F Zone 2: N <u>35</u> °F M <u> </u> °F T <u> </u> °F Zone 3: N <u> </u> °F M <u> </u> °F T <u> </u> °F			Load type: _____ Empty: <u>yes</u> RTV: _____ Other vendor: _____ Other: _____ Comments: _____		
Trailer Inspection : Floorboards are dry and clean. <input type="checkbox"/> Yes <input type="checkbox"/> No Garbage, waste or spoiled foods. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Damage to walls / roof. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Damaged or dirty packaging. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Insect or rodent activity. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bad odor. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Goods non-compatible with food. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Load: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Refused			Trailer Inspection : Temperature in specification. <input type="checkbox"/> Yes <input type="checkbox"/> No Floorboards are dry and clean. <input type="checkbox"/> Yes <input type="checkbox"/> No Garbage, waste or spoiled foods. <input type="checkbox"/> Yes <input type="checkbox"/> No Damage to walls, floor, roof etc. <input type="checkbox"/> Yes <input type="checkbox"/> No Damaged or dirty packaging. <input type="checkbox"/> Yes <input type="checkbox"/> No Insect or rodent activity. <input type="checkbox"/> Yes <input type="checkbox"/> No Bad odor. <input type="checkbox"/> Yes <input type="checkbox"/> No Goods non-compatible with food. <input type="checkbox"/> Yes <input type="checkbox"/> No Pallet build acceptable. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Receiver PTS: <u>800141 (867) SPOS</u>			Freezer Pallets Loaded Within 30 min?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Receiver Signature: _____			Loader Signature: _____		
Driver Signature: _____			Driver Signature: _____		
GATEHOUSE					
PO# <u>60644646</u> Door Type: Roll up <input type="checkbox"/> Barn Door <input type="checkbox"/>					
Driver Name (Print - Bold, Block letters): <u>DAVINDERJEET DHILLON</u>					
Driver Contact # <u>778-957-4333</u>					
Truck # <u>V102</u>					
Comments: _____					
LP Signature: <u>(Signature)</u>					
Other issues identified: _____					
Trailer authorized by: <u>DAVINDER</u>					
Time in (optional): _____					
Time out (optional): _____					

Equip ID: **T45122P** Status: **AP**
 Equip Arrival: **07/25/23 0356** Temp1: **- 10**
 Carrier: **VCCC** Temp2: **35**
 Seal: **2166** Temp3: _____
 Seal: _____ Fuel Lvl: **75**
 Door/Zone: **SURREY 331** Dept: **FZ**
 Bl Date: **07/25/23 0400** Type: **53 REEFER**

I have read and understand the posted copy of Wal-Mart's
 Appointment / Drop Rules and Regulations

Driver Signature: _____

Delivery: **60644646** DC: **6072**

331

DocuSign Envelope ID: B114538A-6784-4080-A376-F86895B444C6

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

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

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

Proceeding Commenced at
Toronto

**AFFIDAVIT OF MICHAEL WAKEFIELD
SWORN MAY 7, 2024**

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

Gregory Azeff (LSO#: 45324C)
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Monica Faheim (LSO#: 82213R)
mfaheim@millerthomson.com
Tel: 416.597.6087

Lawyers for BRR Logistics Limited

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

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-03038619-0031
Estate No.:31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
Toronto

RESPONDING MOTION RECORD
(RETURNABLE MAY 14, 2024)

MILLER THOMSON LLP

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

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Lawyers for BRR Logistics Limited