

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

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

B E T W E E N:

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

**MOTION RECORD
(RETURNABLE FEBRUARY 27, 2024)**

February 23, 2024

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

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

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

SERVICE LIST
(As at February 23, 2024)

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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.	Notice of Motion, returnable February 27, 2024
2.	Affidavit of Michael Wakefield, sworn February 23, 2024
Exhibits	
A.	Corporate Profile Report as of February 23, 2024
B.	BRR's certificate of filing of an NOI
C.	Supplier Guidelines used by Walmart
D.	Letter from Walmart dated January 31, 2024
E.	Letter to M. Ditkofsky dated February 12, 2024
F.	Copy of AR Report as of February 20, 2024
3.	Draft Order

TAB 1

District of: Ontario
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**ONTARIO
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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

NOTICE OF MOTION

BRR Logistics Limited (“**BRR**” or the “**Company**”) will make a Motion to the court on Tuesday, February 27, 2024 at 10:30 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

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

at the following location

<https://ca01web.zoom.us/j/61474879934?pwd=NDQvb3ZKRkN0b3hpTWNPUIRaaWt0QT09#success>

THE MOTION IS FOR

1. An order substantially in the form of the draft order at **Tab “3”** to this Motion Record, among other things:

- (a) validating and abridging the time and manner of service of the Notice of Motion and Motion Record and directing that any further service of the Notice of Motion and Motion Record be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing;
- (b) extending the time within which to file a proposal with the Official Receiver by the Company under section 62(1) of the BIA to April 15, 2024;
- (c) granting the Administration Charge (as defined herein);
- (d) fixing a date on which the parties shall attend before the Court (the “**Walmart Case Conference**”) for the purpose of setting a table for the adjudication of a dispute between the Company and Wal-Mart Canada Corp. (“**Walmart**”) in respect of the Walmart Receivable (as defined herein), and directing Walmart to attend the Walmart Case Conference;
- (e) authorizing the Company to carry out the Liquidation Plan (as defined herein);
- (f) authorizing the Company to complete sales of inventory and Equipment (as defined herein) outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000;

- (g) approving payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date up to the amount of the indebtedness owing to Sallyport;
- (h) pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada) S.C. 2005, c. 47, s. 1 (“**WEPPA**”), declaring that the Company and its collective former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 (“**WEPP Regulations**”) and are individuals to whom WEPPA applies as of the date of the Order, and authorizing BDO Canada Limited (“**BDO**”), in its capacity as proposal trustee of BRR in these proceedings (in such capacity, the “**Proposal Trustee**”), to carry out its prescribed duties in accordance with section 21 of the WEPPA; approving the First Report of the Proposal Trustee (the “**First Report**”) and the activities and conduct of the Proposal Trustee detailed therein; and
- (i) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

Background

2. BRR is a private company incorporated under the Ontario *Business Corporations Act* with a registered head office at 107 Walker Drive, Brampton, Ontario.
3. BRR owns and operates a frozen foods sale and logistics business. The Company has two revenue streams. The majority of its revenue is derived from third party logistics (“**3PL**”),

including distribution, storage and warehousing services for deep frozen products. The second revenue stream is the Company's "buy-sell" line of business, which involves the purchase and supply of deep frozen food products to retail customers across Canada.

4. The Company's customers include manufacturers, grocers, and brokers. Prior to its financial difficulty, the Company had thousands of retail customers and operated in all provinces and territories in Canada, with the majority of its business conducted in Ontario.

5. The business operates out of large leased warehouse facility in Brampton, Ontario. The Company also has leased premises in Winnipeg, Manitoba and Cambridge, Ontario, which are each used as an administrative office and customer contact center, respectively.

6. The Company has suffered from severe financial challenges in the last several months due to, among other things, significant changes in the grocery industry and the consequent pressures on the grocery supply chain, departures of large customers and key employees, and other unfortunate events, as more fully described in the Affidavit of Michael Wakefield sworn February 23, 2024 (the "**Wakefield Affidavit**").

NOI Proceedings

7. As a result of these challenges, on February 1, 2024 (the "**NOI Filing Date**"), BRR initiated proceedings (the "**NOI Proceedings**") under the BIA by filing the notice of intention to make a proposal ("**NOI**").

8. During the course of the NOI Proceedings, the Company, in consultation with the Proposal Trustee, has focused on stabilizing the business, downsizing its workforce and engaging with

customers that may have an interest in purchasing frozen food inventory. The Company's remaining inventory includes frozen foods and property, plant and equipment.

9. The Company intends to maximize realizations for its creditors and other stakeholders through an orderly liquidation of its remaining assets (the "**Liquidation Plan**").

10. In the event that recoveries from the sale of remaining assets under the Liquidation Plan are sufficient to fully satisfy the obligations owing to the Company's secured creditors, the Company intends to file a proposal to the Company's unsecured creditors.

Dispute with Walmart

11. Walmart was previously a large customer of the Company. While the Company no longer carries any of Walmart's product listings, in the past, it adhered to Walmart's standard supplier guidelines policy which is required in order to supply products to Walmart.

12. Walmart owes the Company \$1,797,142.65 in respect out outstanding invoices for, among other things, products supplied to Walmart (the "**Walmart Receivable**").

13. However, on January 31, 2024, one day prior to the NOI Filing Date, in-house legal counsel to Walmart, Michael Ditkofsky ("**Mr. Ditkofsky**") delivered correspondence to the Company alleging that, due to a mistaken overpayment by Walmart, the Company owes Walmart \$489,193.26 (the "**Alleged Overpayment**"). By asserting that there was an Alleged Overpayment, Walmart is attempting to unilaterally impose a discount on past purchases of products by asserting that there was an "error" in the pricing of the products, when there was no error in pricing. In doing

so, Walmart is “holding hostage” the Walmart Receivable to the detriment of all of the Company’s creditors.

14. The Walmart Receivable is significant and is accounted for in the Company’s cash flow forecast, a copy of which will be filed in the First Report. To date, the Company has not received a response from Walmart’s in house counsel to its letter of February 12, 2024.

Relief Sought

Extension of Time to File a Proposal

15. The Company seeks an extension of time to file a proposal to April 15, 2024. The Company intends to work with the Proposal Trustee during this time to continue working with its key stakeholders, carry out the Liquidation Plan, and if possible, prepare and file a proposal that creditors may be prepared to accept.

Administration Charge

16. The Company seeks a first-ranking charge on all of its property, in priority to all other charges in the maximum amount of \$250,000 (the “**Administration Charge**”) to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company incurred in connection with services rendered to the Company both before and after the commencement of these NOI Proceedings.

17. It is critical to the success of the Company’s realization efforts to have the Administration Charge in place to ensure that the restructuring professionals who have rendered services prior to and after the commencement of the NOI Proceedings are protected with respect to their fees and

disbursements. The professionals that are the beneficiaries of the Administration Charge have significantly contributed, and continue to contribute, to advancing the Company's mandate.

18. The Company has worked with the Proposal Trustee and the other restructuring professionals to estimate the proposed quantum of the Administration Charge. The Proposal Trustee and the Company believe the quantum of the proposed Administration Charge to be reasonable and appropriate in light of the amounts accrued and owed to the restructuring professionals.

Scheduling Dispute regarding Walmart Receivable

19. The quantum of the Walmart Receivable is significant, and the Company needs this money to continue its efforts to maximize realizations for its creditors and other stakeholders. Walmart's legal counsel has not responded to the Company's recent correspondence demanding payment of the Walmart Receivable. It is therefore necessary to adjudicate this dispute in short order.

20. Accordingly, the Company seeks to fix a date on which the Company and Walmart shall be required to attend before the Court for advice and directions in respect of the adjudication of this dispute, including the implementation of a timetable for the delivery of the parties' respective documents and the date of the hearing of the dispute on the merits.

Approval of Liquidation Plan and Sale of Inventory and Equipment

21. The Company seeks this Court's approval of the Liquidation Plan, including approval to complete sales of inventory and equipment outside of the ordinary course of business without the

necessity for Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000.

Sale of Perishable Inventory

22. On or about February 14, 2024 the Company was in the process of negotiating a sale of 60% of its remaining frozen foods inventory (“**Schwan’s Inventory**”).

23. The Schwan’s Inventory was to be sold to DOT Foods Canada for approximately \$516,000 (the “**Proposed Sale**”). The Schwan’s Inventory is perishable, and much of it is set to expire over the next several weeks. As a result, the Company sought the Proposal Trustee’s consent to complete the potential transaction. For the reasons set out in the First Report, the Proposal Trustee supports the completion of the Proposed Sale. As of the date hereof the Proposed Sale has not yet been completed. The Company seeks approval of the Proposed Sale pending its completion.

Distributions to Secured Creditor

24. Sallyport is the Company’s senior secured creditor. The Proposal Trustee has completed a security review in respect of Sallyport’s security.

25. Sallyport has requested that the Company seek an Order authorizing the Company to direct to Sallyport all sale proceeds for inventory sold subsequent to the NOI Filing Date, up to the amount of the indebtedness owing to Sallyport.

WEPPA

26. On or about February 5, 2024, BRR terminated 31 of the 46 employees. The remaining employees were retained to assist with the Liquidation Plan.

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

28. Terminated employees have been paid the substantial majority of outstanding amounts on account of vacation pay. In the result, should the Court grant the declaration in respect of WEPPA, terminated employees will primarily only be eligible for severance pay.

Other Grounds

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

30. The provisions of the BIA.

31. The provisions of the WEPPA and WEPP regulations.

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

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

(a) The Affidavit of Michael Wakefield sworn February 23, 2024;

(b) The First Report of the Proposal Trustee dated February 23, 2024; and

- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

February 23, 2024

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gazeff@millerthomson.com; mfaheim@millerthomson.com; michael.ditkofsky@walmart.com;
462contact@uniforlocal414.ca; mark@s2d.com ; Avasan@onelineage.com ;
jpugliese@Skylinegrp.ca ; mwakefield@brrlogistics.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; insolvency.unit@ontario.ca; OSB-Registry-Registre-BSF-OSB-BSF@ic.gc.ca; Julie.l.matte@servicecanada.gc.ca; linc.rogers@blakes.com;
caitlin.mcintyre@blakes.com ; ehart@sallyportcf.com; marie.salama@bdc.ca ;

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

NOTICE OF MOTION
(returnable February 27, 2024)

MILLER THOMSON LLP

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

Gregory Azeff (LSO#: 45324C)

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

Monica Faheim (LSO#: 82213R)

mfaheim@millerthomson.com
Tel: 416.597.6087

Lawyers for BRR Logistics Limited

TAB 2

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

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

B E T W E E N:

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

**AFFIDAVIT OF MICHAEL WAKEFIELD
(February 23, 2024)**

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

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

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

- (a) extending the time to file a proposal to April 15, 2024;
- (b) granting the Administration Charge (as defined herein);

-2-

- (c) fixing a date on which the parties shall attend before the Court (the “**Walmart Case Conference**”) for the purpose of setting a table for the adjudication of a dispute between the Company and Wal-Mart Canada Corp. (“**Walmart**”) in respect of the Walmart Receivable (as defined herein), and directing Walmart to attend the Walmart Case Conference;
- (d) authorizing the Company to carry out the Liquidation Plan (as defined herein);
- (e) authorizing the Company to complete sales of inventory and Equipment (as defined herein) outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000;
- (f) authorizing the Company to make payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date up to the amount of the indebtedness owing to Sallyport;
- (g) pursuant to section 5(5) of the *Wage Earner Protection Program Act (Canada)* S.C. 2005, c. 47, s. 1 (“**WEPPA**”), declaring that the Company and its collective former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 (“**WEPP Regulations**”) and are individuals to whom WEPPA applies as of the date of the Order, and authorizing BDO Canada Limited (“**BDO**”), in its capacity as proposal trustee of BRR in these

-3-

proceedings (in such capacity, the “**Proposal Trustee**”), to carry out its prescribed duties in accordance with section 21 of the WEPPA;

(h) approving the First Report of the Proposal Trustee (the “**First Report**”) and the activities and conduct of the Proposal Trustee detailed therein; and

(i) such other relief as this Court may deem just.

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

BACKGROUND

A. THE BUSINESS

4. BRR is a private company incorporated under the Ontario *Business Corporations Act* with a registered head office at 107 Walker Drive, Brampton, Ontario. Attached as **Exhibit “A”** to this Affidavit is a copy of the Company’s Corporate Profile Report as of February 23, 2024.

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

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

7. The business operates out of large leased warehouse facility in Brampton, Ontario. The Company also has leased premises in Winnipeg, Manitoba and Cambridge, Ontario, which are each used as an administrative office and customer contact center, respectively.

8. Just prior to the NOI Filing Date (as defined below), the Company had approximately 46 employees, 20 of whom were unionized. The Company has completed significant lay-offs in the last several weeks. Currently, it employs 15 people, 5 of whom are unionized.

B. CAUSES OF INSOLVENCY

9. Historically, the Company has been successful and profitable. The Company grew substantially during the COVID-19 pandemic as restaurants were shut down and the demand for groceries grew exponentially.

10. However, the grocery industry has experienced rapid change and the Company has suffered from severe financial challenges in the last several months. As the retail market puts pressure on grocers to reduce the prices of food, grocers, in turn, put pressure on the supply chain to deliver services at unsustainably-low costs. In addition, the costs of distributors and manufacturers have skyrocketed and, as a result, profitability has been at an all-time low.

11. In January 2022, the Company began to see a significant shift in its business. One of its largest customers, Unilever PLC, terminated its contract with the Company. This customer was responsible for a third of the Company's annual revenues and the revenue losses suffered due to the termination of its customer account were in excess of ten million dollars.

12. Around the same time, a key employee and distributor started a competing company, Vicenberg Cold Storage, and used BRR assets to aggressively pursue the Company's products and customers, which also resulted in lost annual revenue in excess of ten million dollars.

13. In August 2023, BRR lost a material customer account (Walmart) on short notice because they moved their distribution services in-house. Walmart accounted for approximately \$12 million per year in revenue.

14. In the last several months, in response to these financial difficulties, the Company worked diligently to cut costs. Among other things, it attempted to downsize its leased space in Brampton, Ontario to reduce its substantial \$305,000 monthly payments under the applicable lease. The landlord denied this request.

15. Despite its efforts, as of January 2024, the Company determined that it could no longer sustain operations and meet its obligations in the ordinary course. Its business was no longer viable.

C. ASSETS AND LIABILITIES

16. The Company's assets consist of:

(a) frozen foods inventory with a total cost of \$848,284 as of February 14, 2024;

(b) a fleet of 34 trailers used in its distribution business, with a total estimated value between \$300,000 to \$400,000;

(c) warehouse equipment with a total estimated value of approximately \$60,000; and

- (d) other assets, including smaller vehicles, cabinets and equipment, with a total estimated value of approximately \$40,000.

17. The Company's senior secured creditor is Sallyport. Other secured creditors include Business Development Bank of Canada and me, Judy Wakefield and Back 40 Realty Co. Ltd. I understand that the Proposal Trustee has completed a review of Sallyport's security.

NOI PROCEEDINGS

18. On February 1, 2024 (the "**NOI Filing Date**"), BRR initiated proceedings (the "**NOI Proceedings**") under the BIA by filing the NOI. Attached as **Exhibit "B"** to this Affidavit is a copy of BRR's certificate of filing of an NOI and the related filings. BDO was appointed as the Proposal Trustee in the NOI Proceedings.

19. During the course of the NOI Proceedings, the Company, in consultation with the Proposal Trustee, has focused on stabilizing the business, downsizing its workforce and engaging with customers that may have an interest in purchasing frozen food inventory. The Company has also engaged with a number of stakeholders, as detailed further below.

20. The Company intends to maximize realizations for its creditors and other stakeholders through an orderly liquidation of its remaining assets (the "**Liquidation Plan**"). In the event that recoveries from the sale of remaining assets under the Liquidation Plan are sufficient to fully satisfy the obligations owing to the Company's secured creditors, the Company intends to file a proposal to the Company's unsecured creditors.

-7-

21. As indicated, the Company's remaining inventory includes frozen foods and property, plant and equipment (the "**Equipment**"), as further detailed in the First Report. The Company intends to liquidate the Equipment over the next two months by leveraging its business relationships.

22. I believe that this approach will maximize recoveries as compared to an auction process.

Dispute with Wal-Mart Canada Corp.

23. Walmart was previously a large customer of the Company. In accordance with Walmart's policy, as a supplier for Walmart, the Company adhered to Walmart's standard supplier guidelines ("**Supplier Guidelines**"). Among other things, the Supplier Guidelines required that the Company obtain pre-approval for pricing of all product listings. A copy of the Supplier Guidelines used by Walmart is attached as **Exhibit "C"**.

24. On or about November, 2023 Walmart requested a discount on the pre-approved prices that it paid for the Company's supply of frozen food products. The Company approved the requested discount. Subsequently, Walmart asserted that the approved discount should be "retroactive" and apply to all of Walmart's orders for the last six months, none of which was agreed to by the Company, either implicitly or explicitly.

25. On January 31, 2024, the Company received correspondence from in-house legal counsel to Walmart, Michael Ditkofsky ("**Mr. Ditkofsky**"), alleging that, due to a mistaken overpayment by Walmart, the Company owes Walmart \$489,193.26 (the "**Alleged Overpayment**"). Attached hereto as **Exhibit "D"** is a copy of the letter from Mr. Ditkofsky dated January 31, 2024.

-8-

26. The Company, through its counsel, responded to this letter on February 12, 2024. As described in the response to Walmart, a copy of which is attached as **Exhibit “E”**, the Company has a significant outstanding receivable of \$1,797,142.65 (the “**Walmart Receivable**”). Walmart has since refused to pay the Walmart Receivable on account of the Alleged Overpayment.

27. In substance, Walmart is attempting to unilaterally impose a discount on past purchases of products by asserting that there was an “error” in the pricing of the products, when there was no error in pricing. In doing so, Walmart is “holding hostage” the Walmart Receivable to the detriment of all of the Company’s creditors.

28. The Walmart Receivable is significant and is accounted for in the Company’s cash flow forecast, a copy of which will be filed in the First Report. An Accounts Receivable listing in respect of the Walmart Receivable is attached hereto as **Exhibit “F”**.

29. To date, the Company has not received a response from Walmart’s in house counsel to its letter of February 12, 2024.

Landlords

30. Since the NOI Filing Date, the Company has been working with its landlords to complete an orderly transition out of the facilities. The Company is transitioning out of its warehousing facility in Brampton, Ontario and office spaces in both Winnipeg, Manitoba and Cambridge, Ontario.

Union

31. As indicated, the Company has a number of unionized employees. In advance of its recent layoffs, the Company contacted representatives of UNIFOR and its Local 462 (the “**Union**”) to keep them apprised of the Company’s intended NOI filing. The Company received a number of grievances from the Union in respect of fourteen (14) terminated employees. Discussions with the Union, in consultation with the Proposal Trustee, remain ongoing.

RELIEF SOUGHT

Extension of Time to File Proposal

32. I intend to work with the Proposal Trustee and the Company’s legal counsel to develop the options that are available and then to discuss them with the Company’s key stakeholders, including its secured creditors. I believe that further time will allow the Company to make progress towards such efforts, including carrying out its Liquidation Plan, sales of remaining inventory and Equipment, and, if possible, preparing and filing a proposal that creditors may be prepared to accept.

Administration Charge

33. The Company seeks a first-ranking charge on all of its property, in priority to all other charges in the maximum amount of \$250,000 (the “**Administration Charge**”) to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company incurred in connection with services rendered to the Company both before and after the commencement of these NOI Proceedings.

34. It is critical to the success of the Company's realization efforts to have the Administration Charge in place to ensure that the restructuring professionals who have rendered services prior to and after the commencement of the NOI Proceedings are protected with respect to their fees and disbursements. The professionals that are the beneficiaries of the Administration Charge have significantly contributed, and continue to contribute, to advancing the objective of these Proposal Proceedings.

35. The Company has worked with the Proposal Trustee and the other restructuring professionals to estimate the proposed quantum of the Administration Charge and I believe it to be reasonable and appropriate in the circumstances when considering amounts accrued and owed to certain of the restructuring professionals.

Scheduling Dispute regarding Walmart Receivable

36. The quantum of the Walmart Receivable is significant, and the Company needs this money to continue its efforts to maximize realizations for its creditors and other stakeholders. Walmart's legal counsel has not responded to the Company's recent correspondence demanding payment of the Walmart Receivable. It is therefore necessary to adjudicate this dispute in short order.

37. Accordingly, the Company seeks to fix a date on which the Company and Walmart shall be required to attend before the Court for advice and directions in respect of the adjudication of this dispute, including the implementation of a timetable for the delivery of the parties' respective documents and the date of the hearing of the dispute on the merits.

Approval of Liquidation Plan and Sale of Inventory and Equipment

38. The Company seeks this Court's approval of the Liquidation Plan, including approval to complete sales of inventory and equipment outside of the ordinary course of business without the necessity for Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000.

Sale of Perishable Inventory

39. On or about February 14, 2024 the Company was in the process of negotiating a sale of 60% of its remaining frozen foods inventory ("**Schwan's Inventory**"). The Schwan's Inventory was to be sold to DOT Foods Canada for approximately \$516,000 (the "**Proposed Sale**"). The Schwan's Inventory is perishable, and much of it is set to expire over the next several weeks. As a result, the Company sought the Proposal Trustee's consent to complete the potential transaction. For the reasons set out in the First Report, the Proposal Trustee supports the completion of the Proposed Sale.

Distributions to Secured Creditor

40. Sallyport is the Company's senior secured creditor. Sallyport has advised the Company that it requires that the Company direct to Sallyport all sale proceeds for inventory sold subsequent to the NOI Filing Date, up to the amount of the indebtedness owing to Sallyport.

41. I understand that the Proposal Trustee has completed a security review in respect of Sallyport's security as detailed in the First Report. The Company is of the view that making such

-12-

distributions may have a potential negative impact on the Company's cash flow and intends to work with both the Proposal Trustee and Sallyport to avoid any such issues.

WEPPA

42. On or about February 5, 2024, BRR terminated 31 of the 46 employees. The remaining employees were retained to assist with the Liquidation Plan.

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

44. Terminated employees have been paid the substantial majority of outstanding amounts on account of vacation pay. In the result, should the Court grant the declaration in respect of WEPPA, terminated employees will primarily only be eligible for severance pay.

CONCLUSION

45. I make this Affidavit in support of the Company's motion as described herein, and for no other or improper purpose or delay.

SWORN by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on February 23, 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

DocuSigned by:
MW
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 February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Ministry of Public and
Business Service Delivery

Profile Report

BRR LOGISTICS LIMITED as of February 23, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	BRR LOGISTICS LIMITED
Ontario Corporation Number (OCN)	1982470
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	September 09, 2017
Registered or Head Office Address	107 Walker Drive, Brampton, Ontario, Canada, L6T 5K5

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	MICHAEL GEORGE WAKEFIELD
Address for Service	6 Neil Pl, Winnipeg, Manitoba, Canada, R2K 1C6
Resident Canadian	Yes
Date Began	September 09, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

MICHAEL GEORGE WAKEFIELD

Position

President

Address for Service

6 Neil Pl, Winnipeg, Manitoba, Canada, R2K 1C6

Date Began

September 09, 2017

Name

MICHAEL GEORGE WAKEFIELD

Position

Secretary

Address for Service

6 Neil Pl, Winnipeg, Manitoba, Canada, R2K 1C6

Date Began

September 09, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

Effective Date

BRR LOGISTICS LIMITED

September 09, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Amalgamating Corporations

Corporation Name
Ontario Corporation Number

BRR LOGISTICS LIMITED
1811821

Corporation Name
Ontario Corporation Number

2593059 ONTARIO INC.
2593059

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: TRACY LEE GRAHAM	September 19, 2023
Annual Return - 2021 PAF: TRACY LEE GRAHAM	September 19, 2023
CIA - Notice of Change PAF: Michael George WAKEFIELD	July 05, 2022
Annual Return - 2020 PAF: TRACY GRAHAM - DIRECTOR	May 16, 2021
Annual Return - 2019 PAF: TIM KURBIS - OTHER	October 06, 2020
CIA - Notice of Change PAF: MICHAEL WAKEFIELD - DIRECTOR	July 20, 2018
Annual Return - 2017 PAF: MICHAEL GEORGE WAKEFIELD - DIRECTOR	April 18, 2018
CIA - Initial Return PAF: RYAN B. TURNER - OTHER	September 15, 2017
BCA - Articles of Amalgamation	September 09, 2017

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

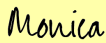
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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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 February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

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

Notice to Creditors of Intention to Make a Proposal
(Subsection 50.4(6) of the Act)

IN THE MATTER OF THE PROPOSAL OF
BRR Logistics Limited

Notice is hereby given that on January 31, 2024, the above-mentioned Debtor filed a Notice of Intention to Make a Proposal under the Bankruptcy and Insolvency Act which was affirmed by the Office of the Superintendent of Bankruptcy on February 1, 2024, as per a copy attached hereto.

Notice is further given that in accordance with Section 69 of the Bankruptcy and Insolvency Act, all proceedings against the Debtor are hereby stayed. Accordingly, no creditor has any remedy against the Debtor or its assets, nor shall it commence or continue any action, execution, or other proceedings for the recovery of a claim.

A list of the creditors with claims amounting to \$250 or more and the amounts of their claims as known or shown by the Debtor's books is annexed hereto. The enclosure thereof does not constitute the acceptance of any claim or claims.

Upon the filing of the contemplated Proposal, a further notice shall be mailed to you providing you with the following:

- a) A copy of the Proposal;
- b) The date, time, and place of a Meeting of Creditors to be held to consider the Proposal;
- c) A condensed statement of the assets and liabilities of the Debtor;
- d) The following prescribed forms, to be completed:
 - Proofs of Claim;
 - Proxy;
 - Voting Letter on the Proposal.

Should the Debtor fail to file a Proposal within the prescribed period, an automatic bankruptcy will ensue and the Trustee will forthwith convene a meeting of creditors.

If you have any questions, please contact John R. Fritz, LIT by telephone at (204)282-9716 or by email at jfritz@bdo.ca. Further updates will be posted to the following website:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/BRR>

Dated at Toronto, Ontario, this 5th day of February, 2024.

BDO Canada Limited – Licensed Insolvency Trustee



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

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

In the Matter of the Notice of Intention to make a proposal of:

BRR Logistics Limited

Insolvent Person

BDO CANADA LIMITED / BDO CANADA LIMITÉE

Licensed Insolvency Trustee

Date of the Notice of Intention:

February 01, 2024

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: February 01, 2024, 18:08

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -

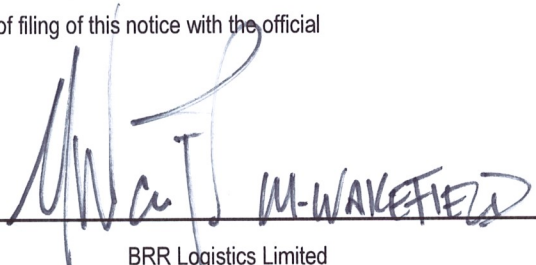
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
BRR Logistics Limited
of the City of Toronto, in the Province of Ontario

Take notice that:

1. I, BRR Logistics Limited, an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. BDO Canada Limited / BDO Canada Limitée of 20 Wellington St E, Suite 500, Toronto, ON, M5E 1C5, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 31st day of January 2024.



BRR Logistics Limited
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
1579079 Ontario Inc - Coppa di Gelato	34 Swiftsure Court London ON N5V4L1		88,373.75
2165492 ONTARIO LTD (ALL DIRECTIONS TRANSPORT)	12 Stoneham Street ALLISTON ON L9R 2C9		2,373.00
2291000 ONTARIO INC.	5221 HUNTINGFIELD DR. MISSISSAUGA on L5R 2L4		2,693.05
2315955 ALBERTA LTD DBA UNIVERSAL LOGISTICS	2960 DREW RD UNIT # 156 MISSISSAUGA ON L4T 0A5		8,431.00
360 SECURITY SERVICES	141 JOHNSON DR SHELburne ON L9V 3V8		1,401.20
7 Eleven Employment Services Inc.	2 COUNTY COURT BLVD BRAMPTON ON L6W 3W8		58,218.69
A & A Contract Customs Brokers Ltd.	120-176th Street, Suite 101 Surrey BC V3Z 9S2		4,699.49
Abstract Marketing Inc	216 King Street West - Upper Chatham ON N7M 1E6		559.35
Ahearn & Soper Inc.	100 Woodbine Downs Blvd. Rexdale ON M9W 5S6		1,145.31
ALEX PALLET INC.	5135 CREEKBANK RD UNIT C MISSISSAUGA ON L4W 1R3		15,255.00
Alexander, Metcalfe	1110 Caven St., #208 Mississauga ON L5G 4N4		250.00
ALPHA TEAM CONSULTANT (14391691 CANADA INC.)	203-16 RUTHERFORD S. BRAMPTON ON L6W 3J1		4,551.19
Alwine, Hiebert	16 Kootenay Way, Steinbach MB R5G 0Z3		250.00
Amandeep, Singh	36 Kippen Court, Brampton ON L6R 0P7		250.00
Andrea, Rivera Fuenmayor	34 Oak St, Guelph ON N1G 2M9		250.00

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Angela, Hunt	RR#2, Branchton ON N0B 1L0		250.00
Anthony, Ayala	19 Conlin court, Fergus ON N1M 0H1		250.00
Avalanche eVantage Inc.	P.O. Box 2775 Friday Harbor WA 98250 USA		28,022.42
Back 40 Realty Co. Ltd.	6 Neil Place Winnipeg MB R2K 1C6		180,000.00
Belly Ice Cream Company	8 Lorne St. South Huntsville ON P1H1K9		4,390.56
BEYOND BETTER FOODS, LLC	15 Canal Place BRONX NY 10451 USA		213,750.24
BEYOND FOODS INTERNATIONAL INC.	96 BESSEMER CT, UNIT 10 LONDON ON N6E 1K7		347.76
Birkett Freight Solutions Inc.	30 Birkett Way Navin MB R5T 0K1		565.00
BISON TRANSPORT INC.	1001 SHERWIN RD WINNIPEG MB R3H 0T8		11,493.09
Breanne, Prouty	22 West Ave, Winnipeg MB R3K 0E6		250.00
Britannia Fleet Services	5 - 5845 Luke Road Mississauga ON L4W 2K5		45,043.49
Business Development Bank of Canada - Québec Special Accounts Department	Plaza level, Building BDC 5 Place Ville-Marie, Bureau 300 Montréal QC H3B 5E7	129416-01/02/03	1,290,610.00
BUSINESS INNOVATION TECHNOLOGIES INC.	3080 YONGE STREET TORONTO ON M4N 3N1		4,751.65
Camille, Christie	50 Cordova Ave, Apt 2001 Etobicoke ON M9A 4X6		250.00

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

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 of the City of Toronto, in the Province of Ontario

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Creditor	Address	Account#	Claim Amount
CANPACO INC.	7901 Huntington Rd, Woodbridge ON L4H 0S9		2,695.05
CHEP Canada	7400 East Danbro Cres. Mississauga ON L5N 8C6		40,852.88
Cintas Canada Limited	Dept 400004 Toronto ON M5W 0J2		604.86
City Link Logistics ltd	69 Panorama Hills Grove NW Calgary AB T3K 4S1		1,200.00
Clifford, Metcalfe	1110 Caven St., Apt 915 Mississauga ON L5G 4N4		250.00
Colleen, Gallagher	811-16 Cedarwoods Cr, Kitchener ON N2C 2L4		250.00
Cristophere, Conciso	2006 Martin Grove Rd, Etobicoke Toronto ON M9V 4A3		250.00
Crown Battery of Canada Ltd.	P.O. Box 56310 Toronto ON M5W 4L1		2,963.74
Daniel, Vargas	66 Aviemore Dr, Apartment B Toronto ON M9L 2L7		250.00
DANONE CANADA	100 DE LAUZON BOUCHERVILLE QC J4B 1E6		161,549.40
Darcy's Dusters	10 Braemar Road Cambridge ON N1R 6A4		3,825.00
David, Cullen	1571 Troika Ct, Mississauga ON L5J 4C3		250.00
Dhushendran, Ketheeswaranathan	20 McCourt Dr, Ajax ON L1Z 0S3		250.00
DOCK SYSTEMS INC. (DSI)	3 Automatic Road Brampton ON L6S 4K6		519.24
Docucomm Business Systems Inc.	#7-125 Traders Blvd East Mississauga, ON L4Z 2H3		2,917.40

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Dolores, Edora	18 Bexley Ct, Brampton ON L6W 4B2		250.00
EASSONS TRANSPORT LTD,	1505 HARRINGTON ROAD KENTVILLE NS B4N 3V7		23,887.96
ECLECTIC FOOD SERVICES INC	218 MACKAY ROAD NORTH VANCOUVER BC V7P 3H4		10,164.80
Eder, Sumagui	150 Dollery Ct, North York Toronto ON M2R 3P2		250.00
Emmanuel, Burdeos	95 Charolais Blvd, Apt #411 Brampton ON L6Y 2R9		250.00
EXPRESS LIFT MATERIAL HANDLING LIMITED	42 Mara Crescent Brampton ON L6V 4C2		8,386.47
FARMERS TRANS CANADA	86 WHEATFIELD ROAD GROUP 200 BOX 14 RR S WINNIPEG MB R3C 2E6		11,400.00
Four Way Trucking O/A 2006221 Ontario Inc.	22 Cipriano Court Brampton ON L7A 2M8		2,920.37
Freight Carriers Association of Canada (FCA)	1270 Central Parkway West Mississauga ON L5C 4P4		1,356.00
G.N. Johnston Equipment Co. Ltd.	5990 Avebury Road Mississauga ON L5R 3R2		11,735.78
Gagandeep, Ghuman	220 Hickling Trail, Barrie ON L4M 5W5		250.00
GELDA FOODS	6320 NORTHWEST DRIVE Mississauga ON L4V 1J7		51,297.00
George Wakefield Foods Inc.	B-1225 Plessis Road Winnipeg MB R2C 3L9		42,970.28
GERTEX SOLUTIONS	400 Flint Road, Unit 1 TORONTO ON M3J 2J4		10,708.41
GFL Environmental Inc.	PO Box 150 Concord ON L4K 1B2		3,025.78

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
GO FLEET CORPORATION	2355 SKYMARK AVE 1ST FLOOR MISSISSAUGA ON L4W 4Y6		259.90
GRANT THORNTON	Nova Centre, North Tower Suite 1001, 1675 Grafton Street Halifax NS B3J 0E9		8,898.75
GREAT NORTH LUMPER SRVICES INC	213 - 1030 KAMATO RD MISSISSAUGA ON L4W 4B6		12,497.80
Green Clean Mobile Wash Inc.	80 SHORNCLIFFE RD ETOBICOKE ON M8Z 5K5		10,719.18
Green Gourmand Foods inc	746 Warden Ave. Unit 4 Scarborough ON M1L 4A2		677.28
GS1 Canada	P.O.Box 4283 Toronto ON M5W 5W6		4,169.70
Harsimrat, Singh	38 Pennyroyal Crescent, Brampton ON L6S 6J7		250.00
Harwinder, Singh	81 Desert Sand Dr, Brampton ON L6R 1V6		250.00
HESET BRANDS INC. (HALO TOP CANADA)	2595 SKYMARK AVE MISSISSAUGA ON L4W 4L5		10,540.50
HLB System Solutions INC.	C-3, 291 Woodlawn Rd. West Guelph ON N1H 7L6		33,945.69
HORTON'S DAIRY INC.	1 HELENA STREET WINGHAM ON N0G 2W0		1,399.66
ICEE Canada Inc.	C/O T9625 TORONTO ON M5W 1P8		86,864.70
Indy, Sivapatham	77 Eastbrook Way, Brampton ON L6P 1K6		250.00
IRON MOUNTAIN CANADA OPERATIONS ULC	P.O. BOX 3527 STATION A TORONTO, ON ON M5W 3G4		1,243.59

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

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Creditor	Address	Account#	Claim Amount
J.D. McArthur Tire Services Inc.	BOX 247 OWEN SOUND ON N4K 5P3		12,063.28
Jaden Felipe, Francisco Manalo	503-3883 Quartz Rd, Mississauga ON L5B 0M4		250.00
Jagtar, Cheema	19 Young Garden Cres, Brampton ON L6Y 6A4		250.00
James, Green	1062 Schooling Dr, Oshawa ON L1K 0N9		250.00
JD SWEID FOODS	9696-199A STREET LANGLEY BC V1M 2X7		61,100.00
Jencor Limited	81 Todd Road Georgetown ON L7G 4R8		2,525.00
Joel, Cawas	27-2006 Martin Grove, Etobicoke ON M9V 3S5		250.00
Judy Wakefield	114 Grenfell Blvd Winnipeg MB R3P 0B7		70,000.00
Judy, Wakefield	114 Grenfell Blvd, Winnipeg MB R3P 0B7		250.00
Kassem, Bechtawi	5030 Heatherleigh Ave Unit 126, Mississauga ON L5V 2G7		250.00
Keg Brands Inc	445 Apple Creek BLVD Suite 123 Markham ON L3R 9X7		31,832.90
Ken, Phu	6 Ivy Lea Court, Brampton ON L6Y 4K6		250.00
Keri-Lyn, Bryck	29 Daden Oaks Drive, Brampton ON L6P 3R7		250.00
KEVCO PACKAGING INC.	175 BOWOOD AVE TORONTO ON M4N 1Y7		3,711.48
KOMO PLANT BASED COMFORT FOODS INC.	127-1489 MARINE DR WEST VANCOUVER BC V7T 1B8		17,959.75

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
LENWORTH BUILDING SERVICES LTD	4141 SLADEVIEW CRESCENT MISSISSAUGA ON L5L 5T1		12,557.33
Leonardo, Bunag	2340 Park Towers Ave, Suite 106 Mississauga ON L5A 1P9		250.00
LIGHT SPEED LOGISTICS INC.	122 CARMEK BLVD ROCKY VIEW AB T1X 1X1		27,600.00
LIMSON CANADA, LTD	P.O. BOX 1787 Grand Rapids ON 49501-1787		7,791.00
Lineage Logistics MVI Ltd	2050 RUE CHICOINE VAUDREUIL-DORION QC J7V 8P2		33,291.51
LOGISTICS ALLIANCE INC.	1 MARITIME ONTARIO BLVD BRAMPTON ON L6S 6G4		1,204.14
Manpreet, Kaur	51 michigan avenue, Brampton ON L6Y 4n9		250.00
Marinome, Mercado	380 Rupertsland Avenue, Winnipeg MB R2V 0G8		250.00
Mark, Gacita	20 Hamlet Ct, Brampton ON L6S 1X5		250.00
MARVELOUS MOO'S PREMIUM ICE CREAM	21 SYDNEY NS B1N 2J2		57,784.51
Mary, Mcloughlin	10 Braemar Road, Cambridge ON N1R 6A4		250.00
MATHEWS, DINSDALE & CLARK LLP	RBC Centre, Suite 3600 TORONTO ON M5V 3H1		58,596.40
Matthew, Smith	302 - 75 Forty Second St, Etobicoke Toronto ON M8W 3P5		250.00
MAYA COFFEE SERVICES	405 QUEEN ST SOUTH BOLTON ON L7E 1H6		3,225.56
McEwan Partners	900-980 Howe St VANCOUVER BC V6Z 0C8		1,989.76

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
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Creditor	Address	Account#	Claim Amount
MERCANTI SPECIALITY FOODS INC.	175 NEBO ROAD - UNIT 1 HAMILTON ON L8W 2E1		3,026.60
Michael Wakefield	6 Neil Place Winnipeg MB R2K 1C6		240,000.00
Michael, Stromme	35 Margaret Drive, Brant ON N0E 1N0		250.00
Michael, Wakefield	PO Box 706, Keewatin ON P0X 1C0		250.00
MINI-DONUT EXPRESS INC.	2545 9TH LINE ROAD PO BOX 292 METCALFE OTTAWA ON K0A2P0		882.18
MISTER SAFETY SHOES INC.	2300 FINCH AVE. W. TORONTO ON M9M 2Y3		691.28
NATIONAL CLEANING TEAM LTD.	2051 WILLIAMS PARKWAY, UNIT #18 BRAMPTON ON L6S 5T3		11,262.32
Neale's Sweet N Nice Foods. Inc (SNN)	1288 RITSON RD N OSHAWA ON L1G 8B2		48,185.92
NESTLE CANADA INC.	P.O. BOX 7868 TORONTO ON M5W 2R2		102,616.18
NEW ALASKO L.P. / NOUVEAU ALASKO	6810 BOUL. DES GRANDES- PRAIRIES MONTREAL QC H1P 3P3		20,072.10
New Electric Enterprises Inc. (SPARK POWER)	1337 North Service Rd E Oakville ON L6H 1A7		1,666.77
Nichol, Harris	892 Elgin Street North, Cambridge ON N1R 8C4		250.00
Nova Cold Logistics ULC	745 Intermodal Drive Brampton ON L6T 5W2		45,129.40
OCEAN TRAILER	9076 RIVER ROAD DELTA BC V4G 1B5		21,751.56
Olivia, Sinaj	95 Birchmount St, London ON N6K 4K5		250.00

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario

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Creditor	Address	Account#	Claim Amount
Omwattie, Kumar	79 Dudhope Ave, Cambridge ON N1R 4T6		250.00
PREMIER REFRIGERATION SERVICES	59 WIGMORE DRIVE TORONTO ON M4A 2E6		26,084.56
PUROLATOR INC.	PO BOX 4800 CONCORD ON L4K 0K1		8,790.01
Quick Trans O/A 8273740 Canada Inc	8779 Tenth Line Norval ON L0P 1K0		2,918.10
Raymundo, Lapena	6040 Bathurst St., Apt 203 Toronto ON M2R 2A1		250.00
REEFER SALES & SERVICE	750 Intermodal Drive Brampton ON L6T 0B5		47,861.51
Ric, Coelho	54 Armstrong Ave, Old Toronto Toronto ON M6H 1V8		250.00
RIGHTEOUS GELATO LTD.	110-221 19 ST E CALGARY AB T2E 7M2		104,134.95
Rodney, Mclean	91 Castlefield Drive, Hamilton ON L8T 3R1		250.00
Rogelio, Burdeos	10 Joshua Ct, Brampton ON L6S 3W4		250.00
Rommel, Sanson	2-451 Wilson Avenue, North York Toronto ON M3H 1T5		250.00
RUSH TRUCK LEASING	7450 Torbram Road MISSISSAUGA ON L4T 1G9		6,269.51
Ryder Material Handling	210 Annagem Blvd. Mississauga ON L5T 2V5		37,091.34
Ryder Truck Rental Canada Ltd.	P.O. BOX 9464 Station A Toronto ON M5W 4E1		22,234.95
Sallyport Commercial Finance, LLC	2233 Argentia Road, East Tower, Suite 302 Mississauga ON L5N 2X7		2,392,002.00

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
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Creditor	Address	Account#	Claim Amount
SCHWAN'S CONSUMER BRANDS INC.	8500 NORMANDALE LAKE BLVD BLOOMINGTON MN 55437 USA		4,273,024.16
Sensitech Canada Inc	PO Box 57954C STN A Toronto ON M5W5M5		4,898.79
Seva Nature Inc	275 ch Industrial Gatineau Gatineau QC J8R 3V8		2,560.00
SKYCOM SYSTEMS	93 McNab St East Elora ON N0B 1S0		904.72
SOLVIRA BUSINESS SOLUTION	19 NORTH SERVICE RD GRIMSBY ON L3M 4M4		14,305.30
SORRISA GROUP INC	932 THE EAST MALL ETOBICOKE ON M9B 6J9		108,550.34
ST. CLAIR ICE CREAM LIMITED	149 ROWNTREE DAIRY ROAD WOODBIDGE ON L4L 6E1		109,150.15
SUNRISE POULTRY PROCESSORS LTD.-paid thru VISA	199 HAMELIN STREET WINNIPEG MB R3T 0P2		9,377.20
SUPREME PACKAGING	425 Norfinch Drive Toronto ON M3N 1Y7		2,222.15
Suzanna, Masih	215 Winston Blvd, Cambridge ON N3C 1M5		250.00
Tammy, Rose	67 Copperfield Drive, Cambridge ON N1R 8A4		250.00
Taylor McCaffrey LLP	2200-201 Portage Avenue Winnipeg MB R3B 3L3		13,144.89
TERRA COTTA FOODS LTD.	9 - 36 ARMSTRONG AVE GEORGETOWN ON L7G 4R9		36,519.00
THE ECONO-RACK GROUP(2015) INC.	1303 NORTH SERVICE ROAD EAST, UNIT 3 OAKVILLE ON L6H 1A7		28,052.50

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
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 BRR Logistics Limited
 of the City of Toronto, in the Province of Ontario


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Creditor	Address	Account#	Claim Amount
THE MOCHI ICE CREAM COMPANY	5563 ALCOA AVENUE VERNON CA 90058-3730		275,682.05
THE NORTH TRUCKERS INC	6 LOST HOLLOW RD CALEDON ON L7C 4E5		4,500.00
THISTLE TRUCK AND TRAILER SERVICES LTD	1100 HAULTAIN COURT MISSISSAUGA ON L4W2T1		95,841.22
THISTLE TRUCK AND TRAILER SERVICES LTD	1100 HAULTAIN COURT MISSISSAUGA ON L4W2T1		425.00
TONY FERRUSI'S DAIRY PRODUCTS LTD.	470 MCCULLOUGH PARK DR. KINGSTON ON K7M 8K3		404.01
TOP GLACIERS INC.	9835 RUE SAINT-URBAIN MONTREAL QC H3L 2T3		471,858.23
Tracy, Graham	1058 Grosvenor Ave, Winnipeg MB R3M 0N7		250.00
TRANSCOLD DISTRIBUTION LTD.	1460 CLIVEDEN AVE. W DELTA BC V3M 6L9		247,467.46
TRANSCOLD DISTRIBUTION LTD. (CONSOLIDATED)	1460 CLIVEDEN AVE. W DELTA BC V3M 6L9		659,486.29
TRANSIMEX GLOBAL CORP.	PO BOX 45036, KANATA SOUTH PO KANATA ON K2M 2Y1		321.60
TRANSX LTD.	2595 Inkster Blvd Winnipeg MB R2R 2W2		27,148.26
Tyler, Henderson	3213 Wilmar Crescent, Mississauga ON L5L 4A9		250.00
UNILEVER CANADA ICE CREAM - T11036C	PO BOX 11036 STN A TORONTO ON M5W 2G5		1,248,873.85
UNILEVER CANADA INC.	PO BOX 11036 STN A TORONTO ON M5W 2G5		333,051.02
VarStar Alliance	LockBox 235171 Po Box 85171 Chicago IL 60689-5171 USA		15,400.00

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

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 BRR Logistics Limited
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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
VERSACOLD LOGISTICS SERVICES	107 Walker Drive Brampton ON L6T 5K5		658,650.13
Wei, Yang	86 Charcoal Way, Brampton ON L6Y 5R9		250.00
WOLFPACK PACKAGING INC.	402 MULOCK DRIVE, UNIT #4 NEWMARKET ON L3Y 9B8		1,151.19
YORK EXPRESS TRUCKING	105 SPRINGBROOK CREST MISSISSAUGA ON L5R 2L5		51,878.13
Yufeng, Lan	51 Forest Run Blvd., Vaughan ON L4K 5J7		250.00
Zack, Sudar	18 Albemarle Ct, Brampton ON L6Z 1R4		250.00
Total			14,786,623.91


 M. WAKEFIELD
 BRR Logistics Limited
 Insolvent Person

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 February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

SUPPLIER AGREEMENT

WAL-MART CANADA CORP.
 ("Wal-Mart" or "Purchaser")
 1940 Argentia Road
 Mississauga, Ontario L5N 1P9
 Telephone 905-821-2111

This Supplier Agreement ("Agreement") between Wal-Mart and the Supplier listed below ("Supplier") sets forth the general terms of the business relationship between Walmart and the Supplier in connection with the purchase of goods by Walmart from the Supplier. The execution of this Agreement does not impose upon Wal-Mart any obligation to purchase goods.

TO BE COMPLETED BY PURCHASER:	EFFECTIVE DATE:	08/25/2016	SUPPLIER NO. DEPT. SEQ.
			66790-91-0
<u> </u> WAL-MART	<u> </u> EXISTING SUPPLIER	<u> </u> PURCHASE GOODS	DEPARTMENT 91
	<u> </u> NEW SUPPLIER / NEW DEPT.SEQ	<u> </u> EXPENSE AND TYPE	BUYER Cook, Dustin
			EXT 905-821-2111x75269

GENERAL SUPPLIER INFORMATION

Enter the Goods and Services Tax Number of the Payee named Below
 882788714RT0001

Enter the Quebec Sales Tax Number of the Payee named Below
 1221544991TQ0001

TYPE OF PAYEE(CHECK ONLY ONE) Individual/Sole Proprietorship Corporation

PURCHASER RESERVES THE RIGHT TO REMIT TO THE PARTY TO WHOM THE PURCHASE ORDER IS ISSUED.**ADDRESS TO MAIL PAYMENT**

Supplier Name: BRR LOGISTICS LIMITED
 Address: PO BOX 321
 City, Province/State: CHATHAM, ON
 PC/Zip: N7M 5K4
 Factor:

"Supplier Also Doing Business As" only if different than Supplier Name above :

Supplier # :

ADDRESS TO SEND PURCHASE ORDERS

Supplier Name: BRR LOGISTICS LIMITED
 Address: PO BOX 321
 City, Province/State: CHATHAM, ON
 PC/Zip: N7M 5K4
 Street Address for use by delivery services other than the post,
 if not already shown in the Purchase Order address above.
 Room:
 Expedite Orders: Phone 8668882775
 Extension: 1

ADDRESS TO MAIL CLAIM DOCUMENTATION

Supplier Name: BRR LOGISTICS LIMITED
 Address: PO BOX 321
 City, Province/State: CHATHAM, ON
 PC/Zip: N7M 5K4
 Accounting Phone Number: 5193524120
 Toll Free Number: 8003631258
 Fax Number: 5193510351

ADDRESS TO SEND PRICING TICKETS

Supplier Name: BRR LOGISTICS LIMITED
 Address: PO BOX 321
 City, Province/State: CHATHAM, ON
 PC/Zip: N7M 5K4

Has Supplier or any related entity previously conducted business with Purchaser? Yes No

If so, under what name(s) if different than Supplier Name above:

SUPPLIER FINANCIAL INFORMATION

At the time of entering into this Supplier Agreement, and from time to time thereafter upon request or direction from Purchaser or a party acting on behalf of Purchaser, Supplier shall provide Purchaser or such party acting on behalf of Purchaser such financial information relating to Supplier as Purchaser or such party acting on behalf of Purchaser may designate. In particular, Suppliers are directed to register with Dun and Bradstreet ("D&B") through the Supplier Registration Program and must renew the Supplier's registration annually. This requirement applies to all active merchandise Suppliers, i.e., each Supplier that has supplied Walmart with merchandise within the preceding twelve (12) months. All costs associated with such registration shall be responsibility of the Supplier. For greater certainty, Suppliers must register each individual legal entity that is an active Walmart Supplier.

To ensure that Supplier registrations are kept current, it will direct D&B to register the supplier if registration lapses. Walmart is entitled to recover the registration cost and a nominal administrative fee if Walmart initiated registration on the Supplier's behalf. If at any time Purchaser's purchases from Supplier constitute thirty (30%) percent or more of Supplier's gross annual sales, Supplier shall, within thirty (30) days of becoming aware of such fact, notify Purchaser in writing.

NOTICE REGARDING ASSIGNMENT OF ACCOUNTS

Supplier shall provide Purchaser written notice of an assignment, factoring, or other transfer of its right to receive payments arising under this Agreement sixty (60) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall only be effective if received by the Purchaser and executed by both the Supplier and the assignee / factor and shall include the name and address of assignee/transferee, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by the Supplier Master Clerk. Supplier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time. Multiple assignments, factorings or transfers by the Supplier shall not be permitted.

Purchaser shall have the right to take deduction or other set off against any payment assigned, transferred, or factored by the Supplier. Supplier shall indemnify Purchaser against and hold Purchaser harmless from any and all lawsuits, claims, actions, proceedings, applications damages, losses (including obligations, liabilities, liens, and reasonable legal fees, including disbursements, on a substantial indemnity basis) arising or imposed in connection with such deductions or set-offs or with the assignment or transfer or factoring of any account or right arising thereunder. Supplier also releases and waives any right, claim or action against Purchaser for amounts due and owing under this Supplier Agreement where Supplier has not complied with the notice requirements of this provision. Such notices shall be mailed directly to: WAL-MART CANADA CORP., ATTN.: SUPPLIER MASTER DATA, 1940 ARGENTIA ROAD, MISSISSAUGA, ONTARIO L5N 1P9.

SUPPLIER ELECTRONIC DATA INTERCHANGE RESPONSIBILITIES

Supplier agrees to receive Purchase Orders and send Wal-Mart invoices via EDI (electronic transmission).

- Supplier will establish a user I.D. to identify its company. The presence of this user I.D. in the EDI interchange will be sufficient to verify the source of the data and the authenticity of the document.
- Documents containing the user I.D. will constitute a signed writing and neither party shall contest the validity or enforceability of the document on the basis of lack of a signature or sufficient identification of the parties.
- EDI documents or printout thereof shall constitute an original.
- EDI documents will be retained by Supplier in a form that is accessible and reproducible for a period of not less than six (6) years.
- In the event that the Purchaser waives EDI requirements of Supplier, then Purchase Orders will be sent via overnight mail at the Supplier's expense.

 if checked, General Merchandise Manager approval required

INFORMATION SECURITY

Supplier represents that it currently follows industry best practices as a means to prevent any compromise of its information systems, computer networks, or data files ("Systems") by unauthorized users, viruses, or malicious computer programs which could in turn be propagated via computer networks, email, magnetic media or other means to Purchaser. Supplier agrees to immediately give Purchaser notice if the security of its Systems are breached or compromised in any way.

Supplier agrees to apply appropriate internal information security practices, including, but not limited to, using appropriate firewall and anti-virus software; maintaining said countermeasures, operating systems, and other applications with up-to-date virus definitions and security patches; installing and operation security mechanisms in the manner in which they were intended; and permitting only authorized users access to computer systems, applications and Retail Link.

Supplier specifically agrees to: use up-to-date anti-virus tools to remove known viruses and malware from any email message or data transmitted to Purchaser; and prevent unauthorized access to Purchaser systems via the Supplier's networks and access codes.

SHIPPING TERMS / FREIGHT TERMS

1. PREPAID WAL-MART FREIGHT PROGRAM – F.O.B PURCHASER –
 2. PREPAID TO PURCHASER – F.O.B PURCHASER –
 3. MAINTAIN "COLLECT" TERM OF PREVIOUS WAL-MART SUPPLIER AGREEMENT – F.O.B PURCHASER –
 4. MAINTAIN "COLLECT" TERM OF PREVIOUS WAL-MART SUPPLIER AGREEMENT – F.O.B. SUPPLIER –

PLEASE NOTE THAT IF OPTION 1, 2, OR 3 ABOVE IS SELECTED SUPPLIER MUST COMPLETE AND SUBMIT THE WAL-MART/SUPPLIER SHIPPING ADDENDUM IN SUCH FORM AS WAL-MART MAY FROM TIME TO TIME REQUIRE (THE "SHIPPING ADDENDUM") BEFORE THIS AGREEMENT CAN BE PROCESSED. THE SHIPPING ADDENDUM ONCE SIGNED BY BOTH WAL-MART AND SUPPLIER SHALL FORM PART OF THIS AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE SHIPPING/FREIGHT OPTION SELECTED ABOVE AND THE TERMS AND CONDITIONS OF THE SHIPPING ADDENDUM, THE SHIPPING ADDENDUM SHALL PREVAIL AND CONTROL. SUPPLIER SHALL BE CONTACTED BY WAL-MART LOGISTICS TO ARRANGE FOR REVIEW AND COMPLETION OF THE SHIPPING ADDENDUM.

SHIPPER LOAD AND COUNT RESPONSIBILITIES

The Supplier who is shipping collect to Wal-Mart, a full truckload, will be responsible for monitoring their shipping process including closing the trailer and sealing it with a Supplier provided seal. This seal number MUST be referenced and identified as the seal number on all copies of the Bill of Lading. If the Supplier fails to seal the trailer the driver will seal the trailer on the Supplier's behalf. The driver will then document that seal number on the Bill of Lading before providing the Supplier with his/her copy. If the load is properly sealed and a shortage does occur, Supplier shall be liable for said shortage.

CONDITION OF SALE

- Guaranteed Sales Consignment Preticketing Prepricing Stock Balancing
 Coop Advertising Shelf Labels PFS (Pay from Scan) ECR (Efficient Consumers Response)

SOURCE TAGGING

Supplier covenants and agrees to source tag such categories of goods as Purchaser shall specify from time to time with an electronic article surveillance dual resonator tag, prior to the shipment of such goods to Purchaser. All source tagging shall be undertaken by the Supplier in accordance with Purchaser's policies and/or procedures from time to time regarding source tagging.

STANDARD PURCHASE ORDER ALLOWANCE

Note: Allowances HOW PAID and WHEN PAID must align vertically with the exception of OI EI

CODE	ALLOWANCE	DISC % (OF GROSS PURCHASES)	How Paid			When Paid				
			OI	CM	CK	EI	M	Q	S	A
AA	Advertising Allowance									
DA	Display/Endcap Allowance									
DM	Defective Goods Allowance / Swell Allowance (When selected must mark option 3 under Warranty Policy)									
EB	Early Buy Allowance									
FA	Freight Allowance									
HA	Business Development Fund / Handling Allowance									
NW	New Warehouse Allowance	10	X			X				
OL	P.O. Level New Store Discount (% Applied to total amount of all Purchase Orders)									
PA	Promotional Allowance (Warehouse Buying Allowance)									
QD	Warehouse Distribution Allowance (Order Type 33 Only)									
SA	Line Level New Store Discount (% Applied to each line item for each new, relocated, expanded, or renovated store)	10	N/A		X		X			
TR	TV/Radio Media Allowance									
VD	Volume Discount									
WA	Warehouse Allowance									

OI – Off Each Invoice; CM – Credit Memo; CK – Cheque; EI – Each Invoice; M – Monthly; Q – Quarterly; S – Semi-Annually; A – Annually;

CONDITION OF GOODS

Supplier agrees to ship only goods which comply with the "Warranties and Guarantees" section of the "Purchase Order Terms and Conditions" which is attached hereto and incorporated herein.

PRICE GUARANTEE AND NOTICE OF PRICE INCREASE

Prices are guaranteed by Supplier against manufacturer's or Supplier's own price decline and against legitimate competition until date of shipment with Purchaser's owned inventories price protected by credit memo. In the event that prior to the final shipment under any Purchase Order Supplier sells or offers to others goods substantially of the same kind as ordered at lower prices and/or on terms more favourable to a third party than those stated on the Purchase Order, the prices and/or terms shall be deemed automatically revised to equal the lowest prices and most favourable terms at which Supplier shall have sold or shall have offered such goods and payment shall be made accordingly. In the event Purchaser shall become entitled to such lower prices, but shall have made payment at any prices in excess thereof, Supplier shall promptly refund the differences in price to Purchaser. In the event that a court or regulatory agency or body finds that the prices on a Purchase Order are in excess of that allowed by any law or regulation of any governmental agency, the prices shall be automatically revised to equal a price which is not in violation of said law or regulations. If Purchaser shall have made payment before it is determined that there has been a violation, Supplier shall promptly refund an amount of money equal to the difference between the price paid for the goods and a price which is not in violation of said regulations. In the event of a price increase, Supplier shall give Wal-Mart written notice of any such increase at least sixty (60) days prior to the effective date of the increase.

DEBIT BALANCES

If Supplier has a Debit Balance with Purchaser, the amount owed Purchaser will be deducted from the next remittance or a cheque from Supplier to clear this amount will be paid within thirty (30) days at the option of Purchaser. Purchaser reserves the right to charge the Supplier penalties and interest at a rate to be determined by Purchaser from time to time which rate shall not exceed twenty-four (24%) percent per year for any Debit Balances not paid within thirty (30) days.

CURRENCY; RESERVATION OF ACCOUNT; CREDIT BALANCE

All references herein to currency are to Canadian currency and all payments shall be made in Canadian currency. If Purchaser determines that Supplier's performance under a Purchase Order and/or this Supplier Agreement is likely to be impaired, Purchaser may establish a reserve on Supplier's account to satisfy Supplier's actual or anticipated obligations to Purchaser arising from any such Purchase Order or this Supplier Agreement, by withholding payment of Supplier's invoices. Supplier agrees that any credit balance will be paid in cash, by certified cheque or by bank draft upon written request.

****IMPORTANT NOTICE** ALL PAYMENTS OF MONIES MUST BE MAILED TO THE ADDRESS INDICATED BELOW:**

WAL-MART CANADA CORP., ATTN: Accounts Receivable Dept., P.O. Box 173, Station "A", Toronto, Ontario M5W 1G2

RECALLS

If goods are the subject of a Recall (as hereinafter defined), whether initiated by Supplier, Purchaser or a government entity (including the issuance of safety notices), Supplier shall be responsible for all matters and costs associated with the Recall, including but not limited to: (a) consumer notification and contact; (b) all expenses and losses incurred by Purchaser in connection with such Recall (and where applicable, any products with which the recalled goods have been packaged, consolidated or commingled), including but not limited to refunds to customers, lost profits, transportation costs and all other costs associated therewith; and (c) initial contact and report of the Recall to any government agency having jurisdiction over the affected goods. If a government agency initiates any inquiry or investigation relating to the goods or similar goods manufactured or supplied by Supplier, Supplier shall notify Purchaser immediately thereof and take reasonable steps to resolve the matter without exposing Purchaser to any liability or risk. For purposes of this Supplier Agreement, "Recall" shall mean any removal of goods from the stream of commerce initiated by Supplier, a government entity or Purchaser.

WARRANTY POLICY FOR GOODS OTHER THAN FRESH AND FROZEN FOOD

For goods other than fresh and frozen food, Supplier must check one option below and complete information before this Supplier Agreement can be approved.

PLEASE SELECT ONLY ONE OPTION:

Supplier will be charged current costs plus a ten (10%) percent handling charge for all defectives except where a defective goods allowance is given by Supplier. Defective goods will be shipped "COLLECT". A carrier name and account number must be supplied by the Supplier. If a carrier name and account is not provided within such time as Purchaser deems appropriate, Purchaser will ship "PREPAID" and charges will be billed back to the Supplier. Such charges will be calculated based on current standard shipping rates. All returns are F.O.B. Purchaser.

_ SUPPLIER OPTION #1: SUPPLIER WANTS RETURN OF DEFECTIVE GOODS:

Defective goods will be returned to Supplier direct from each store.

Permanent return authorization # , if required for shipment. If automatic return is not possible, a toll free number should be provided by the Supplier or Supplier must accept Purchaser's collect calls to secure return authorization over the phone.

_ SUPPLIER OPTION #2: SUPPLIER DOES NOT WANT RETURN OF DEFECTIVE GOODS.

Defective goods must be disposed of by the individual store or as per instructions issued by Purchaser's Buyer(s).

COMMENTS:**_ SUPPLIER OPTION #3: DEFECTIVE GOODS ALLOWANCE:**

Supplier will allow the defective goods allowance shown above. **The percentage must be adequate to cover all defective merchandise. If returns exceed the defective goods allowance, Purchaser reserves the right to charge the difference to Supplier.** Defective goods must be destroyed by the individual store or as per instructions issued by Purchaser's Buyer(s).

_ SUPPLIER OPTION #4: NET/NET:

Any defective goods will be handled at the individual core store and no claim will be filed against Supplier. Purchaser has right to dispose of goods in its sole discretion.

For return policy for fresh and frozen food, see WARRANTY POLICY FOR FRESH AND FROZEN FOOD(WAL-MART)schedule attached.

PAYMENT TERMS

ALL DATING ON INVOICES SHALL BE DEEMED TO BEGIN ON THE DATE OF RECEIPT OF GOODS AT THE PURCHASER'S DOCK OR ONE OF ITS AUTHORIZED REPRESENTATIVES. ON ALL E.O.M.(END OF THE MONTH) DATINGS, GOODS RECEIVED AFTER THE 24TH OF ANY MONTH SHALL BE PAYABLE AS IF RECEIVED IN THE FOLLOWING MONTH. INVOICES SHOULD BE MAILED OR ELECTRONICALLY TRANSMITTED ON THE SAME DAY GOODS ARE SHIPPED AND, AS SPECIFIED ABOVE, DATING SHALL BEGIN FROM THE DATE PURCHASER RECEIVED THE APPLICABLE GOODS. CASH DISCOUNTS FOR EARLY PAYMENTS APPLY TO ALL AMOUNTS PAYABLE BY PURCHASER IN CONNECTION WITH THIS AGREEMENT, AND ARE COMPUTED ON THE GROSS TOTAL OF THE INVOICE. CASH DISCOUNTS DO NOT IMPACT THE GST/HST/QST REMITTED TO THE SUPPLIER.

<u>2</u>	1. CASH DISCOUNT
<u>30</u>	CASH DISCOUNT DAYS AVAILABLE (MUST BE FILLED IN IF A CASH DISCOUNT IS USED)
<u>45</u>	2. NET PAYMENT DAYS AVAILABLE
YES _ NO <u>X</u>	3. E.O.M.

INSURANCE REQUIREMENTS

A copy of your current Certificate of Insurance with the following requirements must be attached to this Supplier Agreement showing the Purchaser as an additional named insured. The Certificate Holder's name and address are as follows:

Wal-Mart Canada Corp.
1940 ARGENTIA ROAD,
MISSISSAUGA, ONTARIO L5N 1P9
ATTN: RISK MANAGEMENT TEAM

1. COMMERCIAL GENERAL LIABILITY Including Contractual:
Products and Completed Operations (Manufacturer) /Broad Form
Endorsement (Distributor) with Certificate Holder named as an Additional
Named Insured as evidenced by attached endorsement.

LIMITS: \$2 MILLION (Cdn.) Per Occurrence *

2. Notice of Cancellation must be for thirty (30) days. Note: Risk Management
Team to receive updated certificate each year with Supplier number stated
on the Certificate of Insurance
3. Existing Suppliers, your Supplier number needs to be on the Certificate of
Insurance. Supplier number for new Suppliers will be assigned upon receipt
of Supplier Agreement
4. Renewals of Certificates of Insurance must be submitted prior to expiration
of Insurance with Supplier number stated.

5. Please direct any questions regarding your Insurance to Risk Management at:
(905) 821-2111

6. If certificate of Insurance does not comply with requests, Supplier Agreement will
be returned until compliance is achieved.

7. CONTACT FOR PRODUCT LIABILITY CLAIMS

Supplier Name: BRR LOGISTICS LIMITED
Address: PO BOX 321
City, Province/State: CHATHAM, ON
PC/Zip: N7M 5K4
Phone: 5193524120
Fax Number: 5193510351

* (\$5,000,000) if determined by Wal-Mart as a high risk Supplier.

COMPLIANCE WITH SUPPLIER'S REQUIREMENTS WITH RESPECT TO WAL-MART'S TRADE MARKS

Supplier agrees to comply with the obligations expressed in the schedule of "SUPPLIER'S REQUIREMENTS WITH RESPECT TO WAL-MART'S TRADE MARKS" which is incorporated herein as part of this Supplier Agreement.

COMPLIANCE WITH STANDARDS FOR SUPPLIERS

Supplier agrees to comply with the obligations expressed in the "STANDARDS FOR SUPPLIERS" located at <http://www.walmartstores.com/Suppliers> (as may be amended from time to time by Purchaser), which are incorporated herein as part of this Supplier Agreement.

Without limitation to any other remedy available to it under this Agreement, at law or in equity, Wal-Mart reserves the right to cancel any outstanding Purchase Order, refuse any shipments and otherwise cease to do business with Supplier, in the event Supplier fails to comply with all terms of said Standards or if Wal-Mart has reason to believe Supplier has failed to comply with said Standards.

COMPLIANCE WITH SUPPLIER INFORMATION MANUAL AND ACCOUNTS PAYABLE SUPPLIER REFERENCE GUIDE

Supplier agrees to comply with the obligations expressed in Wal-Mart's Supplier Information Manual (as may be amended from time to time by Wal-Mart) and Wal-Mart's Accounts Payable Supplier Reference Guide (as may be amended from time to time by Wal-Mart), and in particular agrees to be bound by the Cost Recovery Non-Compliance program contained in the Supplier Information Manual. To the extent that either the Supplier Information Manual or the Accounts Payable Supplier Reference Guide is in conflict with any provision of this Agreement, the terms and conditions of this Agreement shall govern and supersede same.

Supplier shall protect, defend, hold harmless and indemnify Purchaser, its customers and those for whom Purchaser acts as agent from and against any and all claims, actions, proceedings, applications, liabilities, damages, losses, penalties or other sanctions, costs and expenses, including reasonable legal fees and disbursements on a substantial indemnity basis and insurance adjuster's fees, even if such claims are groundless, fraudulent or false, arising out of any actual or alleged infringement of any patent, trademark or copyright, and/or any applications therefore, by any goods sold to Purchaser hereunder, or sustained from the purchase, use or sale of any goods or arising out of any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in such goods, whether latent or patent, including actual or alleged improper construction or design of said goods or the failure of said goods to comply with specifications or with any express or implied warranties of Supplier, or arising out of any actual or alleged violation by such goods or its manufacture, transportation, labelling, possession or use or sales of any law, statute or ordinance or any governmental administrative order, rule or regulation arising out of Supplier's installation of goods covered by this Agreement, or arising from category advisory services and/or advice provided by Supplier to Purchaser, or arising from Supplier's failure to comply with any of its guarantees, covenants, obligations or warranties under this Agreement. The duties and obligations of Supplier created hereby shall not be affected or limited in any way by Purchaser's extension of express or implied warranties to its customers except to the extent that any such warranties expressly extend beyond the scope of Supplier's warranties express or implied, to Purchaser. It is further agreed that all duties and obligations of Supplier set forth in this paragraph shall extend in full force and effect to pallets or other transport or display devices provided by or at the direction of Supplier.

ALL PURCHASES MADE BY PURCHASER SHALL BE GOVERNED BY THIS AGREEMENT AND THE "PURCHASE ORDER TERMS AND CONDITIONS", WHICH IS A SCHEDULE HERETO. THIS AGREEMENT AND ALL DISPUTES ARISING IN RELATION TO ANY GOODS OR SERVICES PROVIDED HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN. THE PARTIES HEREBY IRREVOCABLY ATTORN TO THE EXCLUSIVE JURISDICTION OF THE APPROPRIATE COURTS OF THE PROVINCE OF ONTARIO OR CANADA SITTING IN TORONTO, ONTARIO. ANY LEGAL ACTION BROUGHT BY SUPPLIER AGAINST PURCHASER WITH RESPECT TO THIS AGREEMENT AND/OR IN RELATION TO ANY GOODS OR SERVICES PROVIDED HEREUNDER, SHALL BE ISSUED AND SERVED ON THE PURCHASER WITHIN TWO YEARS AFTER THE CAUSE OF ACTION FIRST ARISES, FAILING WHICH THE APPLICABLE CAUSE OF ACTION SHALL BE CONCLUSIVELY AND IRREVOCABLY LIMITATIONS BARRED. **THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CLAUSE AND AGREE WILLINGLY TO ITS TERMS. LIMITATION OF DAMAGES: IN NO EVENT SHALL WAL-MART BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS, OR BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR RELATING TO THE RELATIONSHIP BETWEEN SUPPLIER AND WAL-MART, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS, THE CONDUCT OF BUSINESS UNDER OR BREACH OF THIS AGREEMENT OR ANY PURCHASE ORDER, WAL-MART'S CANCELLATION OF PURCHASE ORDERS, OR THE TERMINATION OF BUSINESS RELATIONS WITH SUPPLIER, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH SUCH DAMAGES ARE SOUGHT IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE, REGULATION OR ANY OTHER LEGAL THEORY OF LAW, EVEN IF WAL-MART HAS BEEN ADVISED BY SUPPLIER OF THE POSSIBILITY OF SUCH DAMAGES.**

SEVERABILITY; WAIVER

At the option of Purchaser, no finding that a part of this Agreement (including any schedule hereto) is invalid or unenforceable shall affect the validity of any other part hereof. Purchaser's failure to enforce at any time any provision of this Agreement will not be construed as a waiver of such provision or of any rights thereafter to enforce such provision. Any waiver by Purchaser of any of the terms and conditions of this Agreement or any Purchase Order must be in writing signed by an authorized representative of Purchaser.

NOTICES

Unless otherwise specifically provided for herein, any notice or demand which under the terms of this Agreement or under any statute must or may be given or made shall be in writing and shall be given or made by overnight express service and shall be addressed as follows, in respect of Wal-Mart, to: Wal-Mart Canada Corp., 1940 Argenta Road, Mississauga, Ontario, L5N 1P9, Attn: General Merchandise Manager (identify department or category) in respect of Supplier, to Supplier's address set forth on the first page of this Agreement as the ADDRESS TO SEND PURCHASE ORDERS

Such notice or demand shall be deemed given on the second (2nd) business day after deposit of such notice or demand with the overnight express service. The above addresses may be changed at any time by giving prior written notice as provided above.

SURVIVAL OF PROVISIONS

The provisions of this Agreement (including any schedule hereto) which by their nature are intended to survive termination of this Agreement (including but not limited to representations, warranties, guarantees, indemnifications, payment of obligations, remedies, forum selection and statute of limitations) shall survive its termination.

By the execution of this Agreement, the parties hereto agree that this Agreement (including the Standards for Suppliers, the Shipping Instructions as well as any schedule hereto) constitute the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and all prior agreements, negotiations, dealings and understandings whether written (including any electronic record) or oral, whether expressed or implied, regarding the subject matter hereof are superseded by and merged into this Agreement. Any changes in this Agreement shall be in writing and executed by both parties. Furthermore, in the event of a conflict of terms between this Agreement and a Purchase Order, this Agreement shall be the controlling document. The parties acknowledge and agree that they have required that this Agreement be prepared in the English language. Les parties reconnaissent avoir exigé que les présentes soient rédigées en langue anglaise. The parties acknowledge and agree that the business relationship as between the parties is not a partnership.

SCHEDULES

PURCHASE ORDER TERMS AND CONDITIONS

SUPPLIER'S REQUIREMENTS WITH RESPECT TO WAL-MART TRADEMARKS

WARRANTY POLICY FOR FRESH AND FROZEN FOOD

All schedules attached hereto, including the Shipping Instructions, shall form part of this Agreement

Supplier Name: BRR LOGISTICS LIMITED

Signed by: Hockney, Bob 7 / 15 / 2016

Name: BOB HOCKNEY

Title: PRESIDENT / CEO

Acct. Executive or V.P. Sales: NICK LUCCHESI

Fax Number: 5193510351

Phone 5193524120

WAL-MART Canada Corp

Cook, Dustin 8/03/16

Buyer

Patton, Derek 8/22/16

Divisional Merchandise Manager

Duray, Laurent 8/25/16

General Merchandise Manager

SHIPPING INSTRUCTIONS

Each Purchase Order designates freight terms. For routing instructions, Supplier must comply with the Supplier Information Manual (as may be amended by Wal-Mart from time to time). Supplier is liable for the full and entire transportation cost if the designated routing is not followed. Supplier should call the Purchaser's Transportation Department if questions arise on collect shipments that are direct-to-store shipments and the SCM Transportation Office if questions arise on collect shipments to distribution centres/warehouses.

Purchaser's Traffic Department Telephone Numbers: 905-821-2111 FAX 905-821-6355

SCM Transportation Office Telephone Numbers: 905-670-9966 FAX 905-454-2616

INDICATE ALL YOUR SHIPPING POINTS TO EACH OF THESE DESTINATIONS:

0000	Ship and Bill Direct to Stores	BRAMPTON	ON
6002	SCM at Mississauga, Ontario	BRAMPTON	ON
6093	SCM at Cornwall, Ontario	BRAMPTON	ON
6063	SCM at Calgary, Alberta	BRAMPTON	ON
7072	SCM at TCS, Trenton, Ontario	BRAMPTON	ON
6064	Grocery Calgary Canada	BRAMPTON	ON
7086	Wal-Mart IDC East Canada	BRAMPTON	ON
7087	SCM Mississauga Ontario – Perishable DC	BRAMPTON	ON
7088	SCM at Courtney Park – Dry Grocery DC	BRAMPTON	ON
6080	Calgary – Perishable DC	BRAMPTON	ON
7094	Calgary	BRAMPTON	ON

PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITIONS:** As used in this Agreement or any Purchase Order, the following capitalized words shall have the following meanings: "Purchase Order" shall mean a purchase order issued by Purchaser pursuant to this Agreement, including all its attachments, instructions and exhibits; "goods" shall mean all merchandise, products, materials, machinery, equipment, articles, item or work supplied by Supplier to Purchaser pursuant to a Purchase Order and all packaging, instructions, warnings, warranties, advertising and other services included therewith.

2. **Acceptance:** Acceptance of a Purchase Order may be made only by shipment of the goods in accordance herewith and ACCEPTANCE IS EXPRESSLY LIMITED TO ALL OF THE TERMS AND CONDITIONS OF A PURCHASE ORDER, INCLUDING ALL ATTACHMENTS AND SUPPLEMENTAL INSTRUCTIONS DELIVERED THEREWITH AND TO CURRENT SHIPPING, BILLING AND ROUTING INSTRUCTIONS OF PURCHASER. SHIPMENTS MADE CONTRARY TO PURCHASER'S ROUTING INSTRUCTIONS WILL BE CONSIDERED F.O.B. DESTINATION. (EITHER STORE OR WAREHOUSE.) Supplier's invoice, confirmation memorandum or other writing may not vary the terms of a Purchase Order. Supplier's failure to comply with each and every term of a Purchase Order shall constitute an event of default and shall be grounds for the exercise by Purchaser of any of the remedies provided for in these Terms and Conditions or by applicable law. Projections, past purchasing history and representations about quantities to be purchased are not binding, and Purchaser shall not be liable for any act or expenditure (including but not limited to expenditures for equipment, materials, packaging or other capital expenditures) by Supplier in reliance on them

3. **Purchase Costs and Conditions:** Supplier is responsible for verifying the accuracy of costs, discounts, allowances and all other terms of sale on a Purchase Order. If incorrect information exists, Supplier shall notify Purchaser not less than twenty-four (24) hours prior to shipment. If a change is necessary, no shipment is to commence without written confirmation of the change from an authorized member of Purchaser's buying department. If goods ship prior to discovery of an error on a Purchase Order, the parties shall confer within forty-eight (48) hours of such discovery to determine the actions to be taken regarding this erroneous Purchase Order.

4. **Warranties and Guarantees:** By acceptance of a Purchase Order, Supplier warrants and guarantees that: (a) the goods are new and not used, remanufactured, reconditioned or refurbished, comply with all specifications contained in a Purchase Order and are of comparable or better quality as all samples delivered to Purchaser, (b) the goods are genuine and are not counterfeited, adulterated, misbranded, falsely labeled or advertised, or falsely invoiced within the meaning of any local, provincial or federal laws without limiting the generality of the foregoing, the serial number of each good has not been altered or defaced, and the product warranty accompanying each good is enforceable against the company issuing the warranty, (c) the goods have been labeled, advertised, marketed and invoiced in accordance with the requirements (where applicable) of the Consumer Packaging and Labeling Act, the National Trademark and True Labeling Act, the Textile Labeling Act, the Transportation of Dangerous Goods Act, the Competition Act, and any and all other governmental laws and the respective rules and regulations thereunder, including without in any way limiting the generality of the foregoing all laws, rules and regulations requiring that writings on the goods, any written documents enclosed therein, and/or the goods' packaging be in both the French and English languages (which requirement shall extend not only to the goods, but all signing and other marketing material supplied from time to time by the Supplier to the Purchaser for use in association with the goods) and the sale of the goods by the Purchaser does not and will not violate any such laws, (d) reasonable and representative tests made in accordance with the requirements of the Standard Method of Test for Flammability of Clothing Textiles (if applicable) show that the goods are not so highly flammable as to be dangerous when worn by individuals, (e) the goods are properly labeled as to content as required by the Labour Code, the Food and Drugs Act and similar laws, rules and regulations, (f) the goods ordered herein shall be delivered in good and undamaged conditions and shall, when delivered, be merchantable and fit and safe for purpose for which the same are intended to be used, including without limitation, consumer use, (g) the goods do not infringe upon or violate any patent, copyright, trademark, trade name or, without limitation, any other rights belonging to others and all royalties owed by Supplier, if any, have been paid to the appropriate licensor, (h) all weight, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the goods are true and correct, and conform and comply with all laws, rules, regulations, ordinances, codes and/or standards relating to said goods of federal, provincial and local governments, (i) the goods are not in violation of any other laws, ordinances, statutes, rules or regulations of Canada or any provincial or local government or any subdivision or agency thereof or the sale thereof by Purchaser does not and will not violate any such laws, (j) All goods shall have an accurate manufacturer assigned UPC number that complies with North American Uniform Commercial Code standards as amended from time to time, (k) there is no other impediment or restriction, legal or otherwise, that limits, prohibits or prevents Supplier from selling and delivering the goods to Purchaser or limits, prohibits or prevents Purchaser from reselling goods to its customers, and (l) the goods are mined, produced, manufactured, assembled and packaged in accordance with Wal-Mart Standards for Suppliers. Supplier further warrants and guarantees that all goods which are represented to the Purchaser by the Supplier as, and/or labelled as, "Made in Canada" and/or as having Canada as its country of origin, shall comply with all applicable regulatory requirements for such claims ("Guidelines"). Supplier covenants and agrees to notify Purchaser both in writing and orally at the earliest possible time prior to delivery to Purchaser of any goods if the Supplier had previously sold the same type of goods to Purchaser in compliance with the Guidelines, and the new goods do not comply with the Guidelines for any reason whatsoever. Such changes shall include, without in any way limiting the generality of the foregoing, those cases where the Supplier has supplemented supply from foreign manufactured sources, and/or has changed the proportions of direct labour and material with respect to the goods from Canadian sources to foreign sources. It shall be within the sole discretion of Purchaser to determine when the above mentioned warranties and guarantees have been breached. In addition to the warranties and guarantees contained in this paragraph, all other representations, warranties and guarantees provided by law are specifically incorporated herein. Nothing contained in a Purchase Order shall be deemed a waiver of warranties or guarantees implied by law.

5. **PROHIBITION AGAINST FORCED LABOR, CHILD LABOR AND TRANS-SHIPMENTS:** SELLER CERTIFIES, REPRESENTS AND WARRANTS THAT THE GOODS PURCHASED PURSUANT TO THIS AGREEMENT ARE NOT MINED, PRODUCED, MANUFACTURED, ASSEMBLED OR PACKAGED BY THE USE OF FORCED LABOR, PRISON LABOR OR FORCED OR ILLEGAL CHILD LABOR AND THAT THE GOODS WERE NOT TRANS-SHIPPED FOR THE PURPOSE OF MISLABELING, EVADING QUOTA OR COUNTRY OF ORIGIN RESTRICTIONS OR AVOIDING COMPLIANCE WITH WAL-MART STANDARDS FOR SUPPLIERS OR FOR THE PURPOSE OF AVOIDING COMPLIANCE WITH FORCED LABOR, PRISON LABOR OR CHILD LABOR LAWS.

6. **Remedies On Breach Or Default:** Failure to comply with each and every term of this Agreement, including any Purchase Order, and each guarantee or warranty herein shall be grounds for the exercise by Purchaser of any one or more of the following remedies:

- a) Cancellation of all or any part of a Purchase Order without notice, including without limitations the balance of any Purchase Order received on installment;
- b) Rejection of all or any part of any shipment by Purchaser, which may return the goods or hold them at Supplier's risk and expense. Purchaser's right to reject and return or hold goods at Supplier's expense and risk shall extend to goods covered by this Purchase Order which are returned by Purchaser's customers for any reason entitling Purchaser to reject. Purchaser may, at its option, require Supplier to grant a full refund or credit to Purchaser of the price actually paid by any customer of Purchaser for such item in lieu of replacement with respect to any item which Purchaser is entitled to reject hereunder. Purchaser shall be under no duty to inspect the goods before resale thereof and notice of rejection shall be deemed given within a reasonable time if given within a reasonable time after notice of defects or deficiencies has been given to Purchaser by its customers. In respect of any goods rightfully rejected by Purchaser, there shall be charged to Supplier all expenses incurred by Purchaser in (i) unpacking, examining, repacking and storing such goods (it being agreed that in the absence of proof of a higher expense that the Purchaser shall claim an allowance for each rejection at the rate of 10% of the price for each rejection made by Purchaser) and (ii) landing and reshipping such goods. When Purchaser has exercised any of the above remedies, Supplier shall not have the right to make a conforming delivery within the contract time. In addition to Purchaser's remedies provided above, the Purchaser's remedies of the Sale of Goods Act or similar laws applicable in each province are specifically incorporated in this Agreement;
- c) Charge the Supplier any applicable fine, penalty or other charge set out in the Supplier Information Manual (as amended from time to time), and/or a Purchase Order;
- d) Terminate all current and future business relationships; and/or
- e) Recover from Supplier any damages sustained by Purchaser as a result of Supplier's breach or default.

These remedies are not exclusive and are in addition to all other remedies available to Purchaser under this Agreement, at law or in equity.

7. DELIVERY TIME: THE TIME SPECIFIED IN A PURCHASE ORDER FOR SHIPMENT OF GOODS IS OF THE ESSENCE OF EACH PURCHASE ORDER AND IF SHIPMENT IS NOT EFFECTED WITHIN THE TIME SPECIFIED, PURCHASER RESERVES THE RIGHT, AT ITS OPTION AND WITHOUT LIMITATIONS, TO CANCEL SUCH PURCHASE ORDER OR REJECT ANY GOODS DELIVERED AFTER THE TIME SPECIFIED and to hold Supplier liable for damages sustained by Purchaser as a result of Supplier's failure. In the event that the Purchaser chooses not to exercise the foregoing right and accepts late delivery, the Supplier shall pay to the Purchaser an amount equal to 10% of the cost of the goods subject to such shipment in addition to any and all other damages, rights and remedies available to the Purchaser in respect of such late delivery. Notwithstanding Purchaser's right to cancel and/or reject goods, Supplier agrees to inform Purchaser immediately of any failure to ship any part of a Purchase Order or the exact goods called for on such Purchase Order on the shipment date specified. Acceptance of any goods shipped after the specified shipment date shall not be construed as a waiver of any of Purchaser's rights resulting from the late shipment.

8. DATING: ALL DATING ON INVOICES SHALL BE DEEMED TO BEGIN ON THE DATE OF RECEIPT OF GOODS AT THE PURCHASER'S DOCK OR ONE OF ITS AUTHORIZED REPRESENTATIVES. ON ALL E.O.M.(END OF THE MONTH) DATINGS, GOODS RECEIVED AFTER THE 24TH OF ANY MONTH SHALL BE PAYABLE AS IF RECEIVED IN THE FOLLOWING MONTH. INVOICES SHOULD BE MAILED OR ELECTRONICALLY TRANSMITTED ON THE SAME DAY GOODS ARE SHIPPED AND, AS SPECIFIED ABOVE, DATING SHALL BEGIN FROM THE DATE PURCHASER RECEIVED THE APPLICABLE GOODS. CASH DISCOUNTS FOR EARLY PAYMENTS APPLY TO ALL AMOUNTS PAYABLE BY PURCHASER IN CONNECTION WITH THIS AGREEMENT, AND ARE COMPUTED ON THE GROSS TOTAL OF THE INVOICE. CASH DISCOUNTS DO NOT IMPACT THE GST/HST/QST REMITTED TO THE SUPPLIER.

9. PURCHASER RESERVES THE RIGHT TO TAKE ANTICIPATION, AT PREVAILING RATE, ON ANY INVOICES PAID BEFORE DUE DATE.

10. Cancellation: Purchaser may cancel all or any part of a Purchase Order at any time prior to shipment. In addition, in the event any place of business or other premises of Purchaser or any party with whom it contracts to provide logistics services to Purchaser shall be affected by lockouts, strikes, riots, war, fire, acts of terrorism, civil insurrection, flood, earthquake, or any other casualty or cause beyond Purchaser's control which might reasonably tend to impede or delay the reception, handling, inspecting, processing or marketing of the goods covered by a Purchase Order by Purchaser, any such logistics services provider, their respective agents or employees, Purchaser may, at its option, cancel all or any part of the undelivered Purchase Order hereunder by giving written notice to Supplier, which notice shall be effective upon mailing.

11. Set-Off: Purchaser may set-off against amounts payable under a Purchase Order all present and future indebtedness of the Supplier to Purchaser arising from this or any other transaction whether or not related thereto.

12. Assignment: Supplier shall not transfer the obligation to perform a Purchase Order or any part hereof, and Purchaser shall not be obligated to accept a tender of performance by any assignee, unless Purchaser shall have previously expressly consented in writing prior to such an assignment.

13. Publicity: Supplier shall not refer to Purchaser or any company affiliated with Purchaser in publication form in connection with goods or services rendered by Supplier without the prior written approval of Purchaser.

14. Supplier agrees that any amount due to the Purchaser will be paid in cash to Purchaser upon written request.

15. Supplier acknowledges and agrees that all pallets upon which it delivers goods to Purchaser shall thereupon become the exclusive property of Purchaser free and clear of any and all encumbrances. Supplier hereby releases any rights it may have with respect to pallets upon which it has, at any time prior to its execution of this Agreement, delivered goods to Purchaser, and acknowledges and agrees that same are the exclusive property of Purchaser free and clear of any and all encumbrances.

16. Supplier covenants, warrants and represents that it has notified Purchaser in writing if any of the goods are dangerous goods controlled by the Transportation of Dangerous Goods Act (Canada) and all rules and regulations made thereunder (all as amended from time to time) (the "TDGA"), which notice shall include all relevant information pertaining to the transportation, labelling, sale, production of documentation, and packaging of such dangerous goods so that same may be done in accordance with the TDGA. Supplier further covenants, warrants and represents that it shall comply with the TDGA in all respects with respect to the goods, including without in any way limiting the generality of the foregoing, compliance with safety requirements, the transport, offer for transport, offer for sale, handling, labelling, packaging, and provision of TDGA documents, all with respect to the goods.

17. WHMIS Compliance: Supplier covenants and agrees that it shall comply with all Workplace Hazardous Materials Information System requirements of all federal and/or provincial statutes, regulations, ordinances, and other lawful governmental stipulations ("WHMIS") in respect of all goods it delivers to Purchaser. Without in any way limiting the generality of the foregoing, Supplier covenants and agrees to provide to Purchaser Material Safety Data Sheets which comply with WHMIS ("MSDS") in respect of all goods it delivers to Purchaser. Supplier shall deliver to Purchaser, in both electronic and hard copy form, an MSDS in respect of each sku of goods it delivers to Purchaser. The MSDS in respect of each sku of goods that Supplier delivers to Purchaser shall be delivered to Supplier no later than the date of Supplier's first delivery to Purchaser of such sku of goods, and thereafter at each such time as WHMIS requires such MSDS to be updated in respect of such sku of goods.

SUPPLIER'S REQUIREMENTS WITH RESPECT TO WAL-MART'S TRADE MARKS

1. Supplier hereby acknowledges and agrees that it is familiar with and has knowledge of all intellectual property applications of Wal-Mart Stores, Inc. whether registered or pending at the Canadian Trade Marks Office, from time to time (the "Trademarks"). Supplier further acknowledges and agrees that Purchaser is the exclusive licensee of Wal-Mart Stores, Inc. in Canada with respect to the Trademarks. Supplier further acknowledges Purchaser's license rights and Wal-Mart Stores, Inc.'s rightful ownership of all right, title and interest in and to the Trademarks and agrees not to, or assist others to, challenge the validity of the Trademarks or dispute Purchaser's license rights and/or Wal-Mart Stores, Inc.'s ownership of the Trademarks.

2. Supplier and Purchaser acknowledge and agree that Purchaser may from time to time, pursuant to a Purchase Order issued in accordance with this Agreement, order goods from Supplier bearing, embodying and/or labelled on behalf of the Purchaser with one or more of the Trademarks. For greater certainty, the parties acknowledge and agree that goods pre-ticketed with WAL-MART® price tags and/or any other hang tag supplied by Purchaser to Supplier and/or any other hang tag which bears a Trademark, shall be considered goods labelled on behalf of the Purchaser with a Trademark. Supplier hereby agrees that any goods manufactured and/or imported by Supplier in association with the Trademarks are so manufactured and/or imported exclusively for sale to Purchaser and even if same are not ultimately purchased by Purchaser that they may not be sold and/or otherwise delivered to any other person while bearing any Trademark.

3. Supplier covenants and agrees that all Trademarks shall remain the sole and exclusive property of Wal-Mart Stores, Inc. and both Purchaser and Wal-Mart Stores, Inc. shall continue to have the right to use and market such Trademarks as they deem fit in their sole, absolute and unfettered discretion. Supplier has no right to and shall not assign, license or otherwise alienate any right or claim whatsoever in or in respect of the Trademarks to or in favour of any person. Supplier acknowledges that the importation and/or manufacturing of goods under this contract which bear any of the Trademarks is purely for and on behalf of the Purchaser and does not constitute use of the Trademarks. For greater certainty, nothing herein grants any licence and/or sublicense to Supplier in respect of any Trademark, same being expressly not granted.

4. Supplier covenants, warrants, represents, and agrees that:

- (i) it shall not manufacture, sell, offer to sell or use goods and/or services bearing, labelled with, and/or embodying the Trademarks, save and except as specifically directed by Purchaser pursuant to a Purchase Order issued by Purchaser under this Agreement;
- (ii) it shall not sell or offer to sell goods and/or services bearing, labelled with, and/or embodying the Trademarks to any person other than the Purchaser;
- (iii) if, (A) Supplier produces and/or imports goods bearing, labelled with and/or, embodying the Trademarks (the "Items") in anticipation of selling same to the Purchaser, and such sale is not concluded for any reason whatsoever; and/or (B) any goods bearing a Trademark are returned to Supplier by Purchaser for any reason whatsoever, Supplier shall not sell to or otherwise permit any other person to come into possession of such goods unless and until the Trademarks are completely removed therefrom, including without limiting the generality of the foregoing, the removal of all labels, buttons, zippers, hang tags, tags, and stitching bearing any of same. Supplier further acknowledges and agrees that if such Trademarks are incapable of being removed from any such goods, then Supplier must forthwith destroy such goods; and
- (iv) it shall cause any person to whom it subcontracts any portion of the manufacture and/or importation of Items to be legally bound to it and the Purchaser by the provisions of this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks.

5. Supplier acknowledges, agrees and consents to the following:

- (i) the sale by Supplier to persons other than Purchaser of any goods and/or services bearing one or more of the Trademarks or embodying any other intellectual property owned by and/or exclusively licensed to Purchaser causes both considerable and irreparable damage to Purchaser, Wal-Mart Stores, Inc. and the Trademarks;
- (ii) if Supplier contravenes any term of, and/or otherwise fails to fully perform any obligation contained in this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks (the "Wrongful Activities" or "Wrongful Activity" (as the case may be)), in addition to any other remedies available to Purchaser, in law or in equity:
 - (a) Purchaser shall be entitled to immediately or at any time thereafter terminate any Purchase Order(s) which it has then issued to the Supplier with respect to which it has not yet received delivery in accordance with the terms of such Purchase Order(s);
 - (b) Purchaser shall be entitled to immediately or at any time thereafter discontinue purchasing goods from the Supplier in the future;
 - (c) Supplier agrees that the minimum amount of liquidated damages which Purchaser shall suffer as a result of any single occurrence of a Wrongful Activity by the Supplier is in excess of \$100,000.00. Notwithstanding the foregoing, upon the occurrence of a Wrongful Activity, Supplier shall forthwith pay to Purchaser the following amount as minimum liquidated damages and not as a penalty: (A) 1st Occurrence – \$ 5,000; (B) 2nd Occurrence – \$ 25,000; (C) 3rd Occurrence – \$ 100,000. Purchaser shall be entitled to, but not obligated to, claim and prove such additional damages which it has suffered as a result of the Supplier's Wrongful Activities, and claim and prove any additional damages it may suffer as a result of any further Wrongful Activities of Supplier;
 - (d) Supplier agrees that a portion of the harm to the Trademarks is irreparable, and that no amount of damages are adequate to compensate Purchaser for such harm. Should Purchaser apply to a Court for an interlocutory injunction to stop the Wrongful Activities of Supplier, Supplier hereby consents to the grant of the interlocutory injunction, and if permitted by the Court, hereby waives any requirement for Purchaser to provide an undertaking to the Court or otherwise provide security in respect of the interlocutory injunction.; and/or

Purchaser shall be entitled to consider that Wrongful Activities have occurred if goods identified as being imported and/or manufactured by Supplier or any company affiliated with Supplier, including without limiting the generality of the foregoing goods bearing the CA and/or RN number of Supplier or any company affiliated with Supplier, are found by Purchaser to be offered for sale and/or to have been sold by any person other than Purchaser. In such event, Supplier shall forthwith cause any such goods of which Purchaser advises Supplier that are continuing to be offered for sale by such other person to no longer be so offered for sale, including without in any way limiting the generality of the foregoing, by Supplier itself purchasing all such goods from such person at Supplier's sole cost and expense. Also in such event, Supplier shall have the burden of disproving that Wrongful Activities have occurred to Purchaser's satisfaction beyond a reasonable doubt, and if such standard is not satisfied within ten (10) days following the date that Purchaser first advised Supplier of the event in question, then such event shall be conclusively and irrevocably deemed to be the occurrence of a Wrongful Activity.
 - (e)

6. Quality Control

- (i) Supplier shall maintain first class product quality in the Items produced for Purchaser, in accordance with such quality control standards and specifications as Purchaser shall specify from time to time. Such Items shall be substantially similar to and of no lesser quality than the representative pre-production samples of Items approved by Purchaser. At Purchaser's request, Supplier shall submit for the approval of Purchaser samples representative of the Items. Purchaser shall determine whether such samples conform to standards of quality established by Purchaser and shall inform Supplier of its approval or of any deficiencies in writing. Any samples representative of the Items submitted to Purchaser for approval shall be deemed not approved by Purchaser if Purchaser has not delivered to Supplier written notice approving same within fifteen (15) days after its receipt of such sample.
- (ii) Supplier will produce the Items and maintain production processes, records and production samples in accordance with such standards and specifications as Purchaser shall specify from time to time.
- (iii) Supplier shall obtain the prior written approval of Purchaser of any subcontractor selected by Supplier for production of any aspect of the Items and shall not authorize such subcontractor to produce any Items until such approval is given by Purchaser. As a condition to its approval, Purchaser may require any such subcontractor to directly agree with Purchaser, by way of a written agreement, to maintain levels of quality in the Items in conformity with this Agreement, to not produce the Items for its own account or for any account other than Supplier or Purchaser, and to comply in all respects with the Wal-Mart Standards for Suppliers forming a part of this Agreement. Purchaser may reject any proposed subcontractor if Purchaser shall reasonably conclude that the proposed subcontractor is incapable of consistently achieving the levels of quality required by this Agreement or is unwilling or unable to otherwise agree and be bound thereby as required in this paragraph. Any request to Purchaser for approval of a subcontractor shall be in writing and approval may be made conditional upon the subcontractor agreeing to the quality and other restrictions contained in this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks. In the event that Purchaser has not delivered to Supplier written notice approving a subcontractor within fifteen (15) days after its receipt of a written request for approval from Supplier, the subcontractor shall be deemed not approved.

- (iv) Purchaser may randomly from time to time submit samples of Supplier's Items to an independent testing lab to verify that same meet the quality and other standards and requirements specified by this Agreement. Supplier shall bear the cost and expense of these tests and Purchaser will deduct the expense of these tests from any amount due Supplier. In the event that any such test determines that an Item does not meet the quality and other standards and requirements specified by this Agreement, Supplier shall forthwith rectify same at its sole cost and expense following receipt by it of a written direction to do so from Purchaser which rectification shall include, but in no way be limited to, one or more of the following: 1. Ensuring future production of Items meets all of the quality and other standards and requirements specified by this Agreement; and 2. Accepting the immediate return of all Items then owned by Purchaser and forthwith reimbursing Purchaser for same as well as Purchaser's lost profit thereon, together with paying all of the freight to return such Items to the Supplier, and all labour, logistics and other costs incurred by Purchaser to consolidate and/or prepare such Items for return to the Supplier.
- (v) Supplier agrees that all formulations, recipes, ingredient lists and specifications relating to the Items shall constitute confidential information of Purchaser and shall remain the sole and exclusive property of Purchaser.
- (vi) Nothing in this Agreement shall be construed as prohibiting or restricting Purchaser from independently developing, acquiring, or maintaining and marketing items which are competitive, irrespective of their similarity, with the Items produced under this Agreement.

7. Labelling, Packaging and Design

- (i) Supplier shall package the Items using such of the Trademarks as Purchaser shall specify utilizing such artwork as is specified by Purchaser and/or such art house as Purchaser shall designate from time to time. The dealer declaration on the packaging of non-apparel Items shall identify Purchaser and shall not identify Supplier. Such dealer declaration shall indicate the Purchaser's particulars as follows: Wal-Mart Canada 1940 Argenta Rd., Mississauga, Ontario L5N 1P9. Supplier shall bear the cost of Purchaser and/or Purchaser's designated art house for the design, development and production of print-ready artwork for the packaging and labelling of the Items. Supplier shall utilize such package printing company as Purchaser shall specify from time to time for the production of the final labels to be placed on the Items. Supplier shall supply the Purchaser and or such art house as Purchaser shall designate from time to time, with all other labelling requirements and covenants, warrants and represents that the packaging and labelling of the Items shall comply with all applicable governmental laws, codes, rules and regulations as well as all requirements set forth in "Purchase Order Terms and Conditions", including without in any way limiting the generality of the foregoing, the warranties and guarantees contained therein. Purchaser retains the right to obtain its own legal analysis and/or opinion of whether the proposed packaging and labelling of an Item complies with the requirements of this Agreement, and if it chooses to do so Supplier shall bear the cost of Purchaser and/or Purchaser's designated legal counsel for such analysis and/or opinion. Supplier acknowledges and agrees that should Purchaser choose to undertake such legal analysis, nothing herein shall in any way lessen Supplier's obligations with respect to the packaging and labelling of the Items, including without in any way limiting the generality of the foregoing, whether same complies with all applicable governmental laws, codes, rules and regulations and does not infringe on the intellectual property rights of any other person.
- (ii) All originals or copies of mechanical artwork, electronic artwork, photographic prints, photographic films, label designs, package designs, finished labels or finished packaging in respect of an Item (the "Package Art") shall be the sole and exclusive property of Purchaser. Supplier hereby confirms that it has assigned and transferred, and does hereby confirm the assignment and transfer to Purchaser, of the whole worldwide right, title and interest in and to the copyright, trade mark, patent, industrial design and other intellectual property rights in the Package Art and any registrations which may issue therefor. Supplier represents and warrants that no portion of the Package Art is owned by any other person, and that the Package Art does not infringe the copyright, trade mark, patent, industrial design and other intellectual property rights of any other person. Supplier represents and warrants that it has obtained from all individuals who have authored components contained in the Package Art, and will in the future obtain from all individuals who author components contained in the Package Art, an unconditional waiver of all moral rights in the said Package Art. Supplier's obligations under the foregoing provisions of this paragraph 7(ii) shall not extend to Purchaser's designated art house and/or its employees.
- (iii) Supplier shall obtain the prior written approval of Purchaser with respect to the quantities of all Package Art ordered and/or maintained in inventory by the Supplier from time to time, for use in producing the Items.

8. Purchaser shall be entitled to set off any monies owing to it under this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks against any monies it may owe from time to time to Supplier whether under this Agreement or otherwise.

9. Supplier hereby agrees to indemnify and save Purchaser, its directors, officers and agents, harmless from and against any and all claims, actions, proceedings, applications, liabilities, damages, losses, penalties or other sanctions, and costs and expenses arising in connection therewith including legal fees and disbursements on a substantial indemnity basis which may in any way result from or arise out of or be in relation to, whether directly or indirectly, any warranty or representation of Supplier this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks failing to be true, and/or Supplier contravening and/or otherwise failing to fully perform anything contained in this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks.

10. This schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks shall survive the termination of this Agreement and/or the termination of the Purchaser's business relationship with the Supplier.

11. No condoning or waiver by Purchaser of any default or breach by Supplier at any time or times in respect of any of the obligations, terms, covenants and conditions contained in this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks to be performed or observed by Supplier shall be deemed or construed to operate as a waiver of Purchaser's rights under this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights and remedies of Purchaser under this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of Purchaser to insist in any one or more cases upon the strict performance of any of the obligations, terms, covenants and conditions contained in this schedule entitled Supplier's Requirements With Respect to Wal-Mart's Trade Marks to be performed or observed by Supplier shall not be deemed or construed to operate as a waiver for the future strict performance or observance of such agreements, terms, covenants and conditions.

WARRANTY POLICY FOR FRESH AND FROZEN FOOD

For fresh and/or frozen foods, Supplier must check one option below and complete information before Agreement can be approved.

PLEASE SELECT ONLY ONE OPTION:

Supplier will be charged current costs plus an 18% handling charge for all unsalable goods except where a swell allowance is given by Supplier. Unsalable goods will be shipped "COLLECT". A carrier name and account number must be supplied by the Supplier. If a carrier name and account is not provided within such time as Purchaser deems appropriate, Purchaser will ship "PREPAID" and charges will be billed back to the Supplier. Such charges will be calculated based on current standard shipping rates. All returns are F.O.B. Purchaser.

_ SUPPLIER OPTION #1: SUPPLIER WANTS RETURN OF UNSALABLE GOODS:

Unsalable goods will be returned to Supplier direct from each store.

Permanent return authorization # , if required for shipment. If automatic return is not possible, a toll free number should be provided by the Supplier or Supplier must accept Purchaser's collect calls to secure return authorization over the phone.

X SUPPLIER OPTION #2: SUPPLIER DOES NOT WANT RETURN OF UNSALABLE GOODS:

Unsalable goods must be disposed of by the individual store or as per instructions issued by Purchaser's Buyer(s).

COMMENTS:

_ SUPPLIER OPTION #3: SWELL ALLOWANCE:

Supplier has given a swell allowance as stated in this Agreement. The percentage must be adequate to cover all unsalable goods. If returns exceed the swell allowance, Purchaser reserves the right to charge the difference to Supplier. Unsalable goods must be destroyed by the individual store or as per instructions issued by Purchaser's Buyer(s).

_ SUPPLIER OPTION #4: NET/NET:

Any unsalable goods will be handled at the individual store and no claim will be filed against Supplier. Purchaser has right to dispose of goods in its sole discretion.

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 February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Monica
A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Legal Department

Michael Ditkofsky
Corporate Counsel
Email: Michael.Ditkofsky@walmart.com

1940 Argenta Road
Mississauga, Ontario
L5N 1P9
(437) 688-8401

VIA E-MAIL: mwakefield@brrlogistics.ca

January 31, 2024

Michael Wakefield
President and CEO
BRR Logistics Limited
11 – 55 Fleming Road
Cambridge, Ontario
N1T 2A9

Dear Mr. Wakefield:

Re: Reimbursement for overpayments made by Wal-Mart Canada Corp. (“Walmart”)

I am writing with respect to the outstanding amount of **\$489,193.26** owing to Walmart as a result of overpayments made by Walmart to BRR Logistics Limited (“BRR”) during the period of July 2, 2023 to November 21, 2023 in regards to the purchase of certain food items.

Pursuant to the Supplier Agreement between Walmart and BRR effective February 2, 2018, BRR is responsible for verifying the accuracy of costs, discounts, allowances and all other terms of sale between the parties. An action plan to remedy any erroneous payments was to be entered into within 48 hours of their discovery. Despite several attempts made by representatives of Walmart, BRR has failed to agree to a resolution plan.

Accordingly, please confirm by no later than February 7, 2024 that BRR will reimburse Walmart for the full amount noted above. If we do not hear from you by that date, we will have no choice but to consider initiating court proceedings to pursue Walmart’s available remedies.

I look forward to hearing from you.

Sincerely,

WAL-MART CANADA CORP.



Michael Ditkofsky
Corporate Counsel
MD/jp

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 February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

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Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
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T 416.595.8500
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MILLERTHOMSON.COM

February 12, 2024

Private and Confidential

**Sent via E-mail –
michael.ditkofsky@walmart.com**

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

File No. 0282719.0001

Wal-Mart Canada Corp.

1940 Argentia Road
Mississauga, Ontario
L5N 1P9

Attention: Michael Ditkofsky

Dear Mr. Ditkofsky:

Re: Amounts owing by Wal-Mart Canada Corp. to BRR Logistics Limited

We are the solicitors for BRR Logistics Limited (the “**Company**”), which filed a Notice of Intention to make a Proposal pursuant Subsection 50.4(6) the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) on January 31, 2024. We refer to your letter to the Company dated January 31, 2024.

It is our understanding that Wal-Mart Canada Corp. (“**Walmart**”) owes the amount of \$1,797,142.65 (the “**Account**”) to the Company as at the date hereof, plus accrued interest. However, we understand that Walmart is improperly refusing to pay the Account, on the basis of Walmart’s claim that an amount of \$489,193.26 is owing by the Company to Walmart due to an alleged overpayment.

First, there was no overpayment and as such no amount is owing by the Company to Walmart. Rather, Walmart’s claim is premised on its attempt to unilaterally and retroactively impose a discount on the Account. The Company has not agreed to this discount and requires that Walmart immediately pay the Account in accordance with the Supplier Agreement.

Second, Walmart’s actions in refusing to pay the Account in response to this dispute are in clear violation of the stay of proceedings under Section 69 of the BIA, which prohibits creditors and other third parties from, among other things, exercising any remedies against the Company during the BIA proposal proceeding.

Please be advised that in the event that Walmart does not pay the Account within 7 days of the date hereof, we intend to immediately bring this matter to the attention of the Ontario Superior Court of Justice (the “**Court**”) and seek appropriate relief against Walmart in connection with, among other things, Walmart’s intentional and continuing violation of the stay of proceedings.

Please note that we have copied the BIA proposal trustee, BDO Canada Limited (the “**Trustee**”) and its counsel, Aird & Berlis LLP. We understand that the Trustee supports the

Company's position and intended course of action with respect to Walmart's ongoing breach of the stay of proceedings and refusal to pay the Account (which we note is causing ongoing harm to the Company and its restructuring efforts).

Thank you for your prompt attention to this matter. Please do not hesitate to contact the undersigned with any questions or comments.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending from the end.

Gregory Azeff
Partner
GAZ/sg



This is Exhibit “F” 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 February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Monica
A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Walmart Canada

Cust No	Cust Name	Cust Name	Type	Doc No	Doc Date		2/20/2024	Aging Bucket
9054381400	WALMART OSHAWA #1056~9054381400	WALMART	IN	0001739164	4/22/2023	80.52	304	e. 120+
21843	WAL-MART CANADA CORP	WALMART	IN	IN000003267	5/1/2023	252,803.60	295	e. 120+
9054381400	WALMART OSHAWA #1056~9054381400	WALMART	IN	0001742144	5/6/2023	136.32	290	e. 120+
	Walmart Head Office	WALMART	IN	WF0000489856	5/16/2023	76.06	280	e. 120+
8072237190	WAL-MART DRYDEN #3024~8072237190	WALMART	IN	0001744515	5/18/2023	94.64	278	e. 120+
4162981210	WALMART SUPER CENTRE #108~4162981210	WALMART	IN	0001756354	7/10/2023	466.40	225	e. 120+
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001758423	7/18/2023	3,579.94	217	e. 120+
6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001758773	7/24/2023	49,378.24	211	e. 120+
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001762021	8/6/2023	3,109.75	198	e. 120+
21843	WAL-MART CANADA CORP	WALMART	IN	IN000003751	8/12/2023	83,282.44	192	e. 120+
21843	WAL-MART CANADA CORP	WALMART	IN	IN000004264	8/12/2023	2,028.01	192	e. 120+
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001773110	9/26/2023	1,553.08	147	e. 120+
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001775002	10/2/2023	2,698.25	141	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000504447	10/3/2023	(41.92)	140	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000504945	10/6/2023	(41.92)	137	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000505034	10/6/2023	(32.00)	137	e. 120+
	Walmart Head Office	WALMART	IN	WF0000504950	10/6/2023	41.92	137	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000505784	10/13/2023	(83.84)	130	e. 120+
	Walmart Head Office	WALMART	IN	WF0000505784	10/13/2023	83.84	130	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000505845	10/15/2023	(34.16)	128	e. 120+
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001777820	10/15/2023	4,039.08	128	e. 120+
4166330854	WAL-MART SUPER CENTRE TOR~4166330854	WALMART	CR	CN_0001778559	10/17/2023	(101.04)	126	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000506380	10/20/2023	(41.92)	123	e. 120+
	Walmart Head Office	WALMART	CR	CN_WF9000506401	10/23/2023	(193.75)	120	d.91-120
	Walmart Head Office	WALMART	IN	WF0000506401	10/23/2023	193.75	120	d.91-120
9056550206	WAL-MART WHITBY #3113~9056550206	WALMART	CR	CN_0001781712	11/1/2023	(29.56)	111	d.91-120
9056550206	WAL-MART WHITBY #3113~9056550206	WALMART	CR	CN_0001781713	11/1/2023	(29.56)	111	d.91-120
9059851531	WALMART #1069~9059851531	WALMART	CR	CN_0001781710	11/1/2023	(29.56)	111	d.91-120
9059851531	WALMART #1069~9059851531	WALMART	CR	CN_0001781711	11/1/2023	(29.56)	111	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000507726	11/3/2023	(34.16)	109	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000507743	11/3/2023	(117.67)	109	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000507749	11/3/2023	(61.63)	109	d.91-120
9054266160	WAL-MART AJAX KINGSTON RD~9054266160	WALMART	CR	CN_0001782716	11/7/2023	(72.32)	105	d.91-120
9054266160	WAL-MART AJAX KINGSTON RD~9054266160	WALMART	CR	CN_0001782719	11/7/2023	(72.32)	105	d.91-120
5199453065	WAL-MART WINDSOR TECUMSEH~5199453065	WALMART	CR	CN_0001783080	11/10/2023	(41.92)	102	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508290	11/12/2023	(64.00)	100	d.91-120
9053896333	WALMART HAMILTON #3037~9053896333	WALMART	CR	CN_0001783354	11/13/2023	(29.56)	99	d.91-120
9056464566	WALMART ST. CATHERINES GL~9056464566	WALMART	CR	CN_0001783356	11/13/2023	(59.12)	99	d.91-120
9056854100	WALMART ST CATHERINES #30~9056854100	WALMART	CR	CN_0001783357	11/13/2023	(29.56)	99	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508284	11/13/2023	(32.00)	99	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF0000509627	11/20/2023	(32.00)	92	d.91-120

	Walmart Head Office	WALMART	CR	CN_WF0000509630	11/20/2023	(64.00)	92	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508705	11/20/2023	(32.00)	92	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508719	11/20/2023	(34.16)	92	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508762	11/20/2023	(32.00)	92	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508821	11/20/2023	(27.47)	92	d.91-120
9057751610	WALMART BRADFORD #1101~9057751610	WALMART	IN	0001784130	11/20/2023	38.60	92	d.91-120
9057751610	WALMART BRADFORD #1101~9057751610	WALMART	IN	0001784131	11/20/2023	339.00	92	d.91-120
	Walmart Head Office	WALMART	IN	WF0000508762	11/20/2023	32.00	92	d.91-120
	Walmart Head Office	WALMART	CR	CN_WF9000508788	11/21/2023	(32.00)	91	d.91-120
5193896150	WALMART SUPERCENTRE PORT ~5193896150	WALMART	CR	CN_0001785047	11/22/2023	(25.44)	90	c. 61-90
5193896150	WALMART SUPERCENTRE PORT ~5193896150	WALMART	CR	CN_0001785048	11/22/2023	(59.60)	90	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF0000509628	11/27/2023	(96.00)	85	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF0000509629	11/27/2023	(96.00)	85	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF0000509632	11/27/2023	(64.00)	85	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF0000509633	11/27/2023	(32.00)	85	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509256	11/27/2023	(93.76)	85	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509262	11/27/2023	(453.36)	85	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509256	11/27/2023	93.76	85	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509262	11/27/2023	453.36	85	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509525	11/28/2023	(34.16)	84	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509570	11/30/2023	(32.00)	82	c. 61-90
9054266160	WAL-MART AJAX KINGSTON RD~9054266160	WALMART	CR	CN_0001786856	12/1/2023	(38.60)	81	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509706	12/1/2023	(196.11)	81	c. 61-90
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001786534	12/1/2023	35,230.86	81	c. 61-90
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001786600	12/3/2023	23,132.16	79	c. 61-90
6133849071	WALMART KINGSTON STORE #3~6133849071	WALMART	CR	CN_0001787469	12/4/2023	(36.16)	78	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509820	12/4/2023	(32.00)	78	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509860	12/4/2023	(32.00)	78	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000509862	12/4/2023	(32.00)	78	c. 61-90
4162652355	WALMART SC SCARBOROUGH SO~4162652355	WALMART	IN	0001786809	12/4/2023	337.44	78	c. 61-90
4162812929	WALMART SCARBOROUGH #3111~4162812929	WALMART	IN	0001786812	12/4/2023	357.64	78	c. 61-90
4162901916	WALMART SCARBOROUGH #3635~4162901916	WALMART	IN	0001786814	12/4/2023	44.88	78	c. 61-90
4162901916	WALMART SCARBOROUGH #3635~4162901916	WALMART	IN	0001786815	12/4/2023	391.72	78	c. 61-90
4162914100	WAL-MART AGINCOURT #3000~4162914100	WALMART	IN	0001786816	12/4/2023	72.76	78	c. 61-90
4162914100	WAL-MART AGINCOURT #3000~4162914100	WALMART	IN	0001786817	12/4/2023	358.12	78	c. 61-90
4166152027	WALMART SCARBOROUGH #3159~4166152027	WALMART	IN	0001786804	12/4/2023	293.36	78	c. 61-90
5194558910	WALMART LONDON #3049~5194558910	WALMART	IN	0001786714	12/4/2023	81.04	78	c. 61-90
5194558910	WALMART LONDON #3049~5194558910	WALMART	IN	0001786716	12/4/2023	422.96	78	c. 61-90
5194727100	WALMART LONDON #3050~5194727100	WALMART	IN	0001786710	12/4/2023	29.56	78	c. 61-90
5194727100	WALMART LONDON #3050~5194727100	WALMART	IN	0001786711	12/4/2023	404.64	78	c. 61-90
5195395120	WAL-MART WOODSTOCK #3120~5195395120	WALMART	IN	0001786700	12/4/2023	110.92	78	c. 61-90
5195395120	WAL-MART WOODSTOCK #3120~5195395120	WALMART	IN	0001786701	12/4/2023	343.96	78	c. 61-90
5196817500	WALMART LONDON #3051~5196817500	WALMART	IN	0001786702	12/4/2023	25.44	78	c. 61-90

5196817500	WALMART LONDON #3051~5196817500	WALMART	IN	0001786704	12/4/2023	25.44	78	c. 61-90
5196817500	WALMART LONDON #3051~5196817500	WALMART	IN	0001786706	12/4/2023	217.40	78	c. 61-90
5197452297	WALMART KITCHENER #1007~5197452297	WALMART	IN	0001786770	12/4/2023	217.52	78	c. 61-90
5197461378	WALMART SUPERCENTRE WATER~5197461378	WALMART	IN	0001786776	12/4/2023	74.76	78	c. 61-90
5197461378	WALMART SUPERCENTRE WATER~5197461378	WALMART	IN	0001786777	12/4/2023	417.16	78	c. 61-90
5197466700	WAL-MART WATERLOO #3156~5197466700	WALMART	IN	0001786774	12/4/2023	334.12	78	c. 61-90
5199400018	WALMART ORANGEVILLE #3142~5199400018	WALMART	IN	0001786790	12/4/2023	398.64	78	c. 61-90
6133849071	WALMART KINGSTON STORE #3~6133849071	WALMART	IN	0001786651	12/4/2023	36.16	78	c. 61-90
6133849071	WALMART KINGSTON STORE #3~6133849071	WALMART	IN	0001786652	12/4/2023	335.68	78	c. 61-90
6134465730	WALMART ROCKLAND SUPER CE~6134465730	WALMART	IN	0001786580	12/4/2023	166.64	78	c. 61-90
6134465730	WALMART ROCKLAND SUPER CE~6134465730	WALMART	IN	0001786581	12/4/2023	324.00	78	c. 61-90
6135620500	WALMART #1031~6135620500	WALMART	IN	0001786590	12/4/2023	110.92	78	c. 61-90
6135620500	WALMART #1031~6135620500	WALMART	IN	0001786591	12/4/2023	202.20	78	c. 61-90
6135620500	WALMART #1031~6135620500	WALMART	IN	0001786592	12/4/2023	106.92	78	c. 61-90
6137376897	WALMART SC OTTAWA BILLING~6137376897	WALMART	IN	0001786589	12/4/2023	254.12	78	c. 61-90
6139669466	WAL-MART BELLEVILLE SUPER~6139669466	WALMART	IN	0001786660	12/4/2023	399.44	78	c. 61-90
9052575740	WALMART OAKVILLE #3064~9052575740	WALMART	IN	0001786723	12/4/2023	300.12	78	c. 61-90
9053896333	WALMART HAMILTON #3037~9053896333	WALMART	IN	0001786742	12/4/2023	74.76	78	c. 61-90
9053896333	WALMART HAMILTON #3037~9053896333	WALMART	IN	0001786743	12/4/2023	428.44	78	c. 61-90
9054516307	WALMART #1079~9054516307	WALMART	IN	0001786782	12/4/2023	315.60	78	c. 61-90
9054729582	WAL-MART MARKHAM EAST SUP~9054729582	WALMART	IN	0001786823	12/4/2023	382.48	78	c. 61-90
9055617600	WALMART SC STONEY CREEK #~9055617600	WALMART	IN	0001786681	12/4/2023	330.80	78	c. 61-90
9056408848	WALMART STOUFFVILLE #1029~9056408848	WALMART	IN	0001786827	12/4/2023	308.56	78	c. 61-90
9056464566	WALMART ST. CATHERINES GL~9056464566	WALMART	IN	0001786691	12/4/2023	25.44	78	c. 61-90
9056464566	WALMART ST. CATHERINES GL~9056464566	WALMART	IN	0001786693	12/4/2023	300.40	78	c. 61-90
9056879215	WALMART ST CATHERINES #31~9056879215	WALMART	IN	0001786697	12/4/2023	90.20	78	c. 61-90
9056879215	WALMART ST CATHERINES #31~9056879215	WALMART	IN	0001786698	12/4/2023	352.96	78	c. 61-90
9057931983	WAL-MART BRAMPTON SUPER C~9057931983	WALMART	IN	0001786796	12/4/2023	64.04	78	c. 61-90
9057931983	WAL-MART BRAMPTON SUPER C~9057931983	WALMART	IN	0001786797	12/4/2023	370.24	78	c. 61-90
9057935478	WAL-MART BRAMPTON NORTHEA~9057935478	WALMART	IN	0001786792	12/4/2023	74.76	78	c. 61-90
9057935478	WAL-MART BRAMPTON NORTHEA~9057935478	WALMART	IN	0001786793	12/4/2023	370.08	78	c. 61-90
9058740112	WALMART BRAMPTON #3130~9058740112	WALMART	IN	0001786787	12/4/2023	319.84	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509784	12/4/2023	134.48	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509785	12/4/2023	125.76	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509786	12/4/2023	57.44	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509787	12/4/2023	34.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509788	12/4/2023	32.00	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509789	12/4/2023	204.96	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509790	12/4/2023	125.76	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509791	12/4/2023	66.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509792	12/4/2023	89.44	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509793	12/4/2023	166.48	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509794	12/4/2023	91.60	78	c. 61-90

	Walmart Head Office	WALMART	IN	WF0000509795	12/4/2023	100.32	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509796	12/4/2023	166.48	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509797	12/4/2023	34.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509798	12/4/2023	76.08	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509799	12/4/2023	189.76	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509800	12/4/2023	134.48	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509801	12/4/2023	194.08	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509802	12/4/2023	136.64	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509803	12/4/2023	114.88	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509804	12/4/2023	119.20	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509805	12/4/2023	90.20	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509806	12/4/2023	34.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509807	12/4/2023	69.39	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509808	12/4/2023	59.60	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509809	12/4/2023	330.08	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509810	12/4/2023	187.52	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509811	12/4/2023	59.60	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509812	12/4/2023	221.42	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509813	12/4/2023	52.91	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509814	12/4/2023	102.48	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509815	12/4/2023	236.74	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509816	12/4/2023	187.52	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509817	12/4/2023	170.80	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509818	12/4/2023	554.44	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509819	12/4/2023	371.68	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509820	12/4/2023	342.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509821	12/4/2023	416.51	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509822	12/4/2023	388.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509823	12/4/2023	371.68	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509824	12/4/2023	406.92	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509825	12/4/2023	482.03	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509826	12/4/2023	429.98	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509827	12/4/2023	327.47	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509828	12/4/2023	394.83	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509829	12/4/2023	326.64	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509830	12/4/2023	398.08	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509831	12/4/2023	403.66	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509832	12/4/2023	352.47	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509833	12/4/2023	454.23	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509834	12/4/2023	338.59	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509835	12/4/2023	500.68	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509836	12/4/2023	379.94	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509837	12/4/2023	445.71	78	c. 61-90

	Walmart Head Office	WALMART	IN	WF0000509838	12/4/2023	339.56	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509839	12/4/2023	480.94	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509840	12/4/2023	350.64	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509841	12/4/2023	364.03	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509842	12/4/2023	447.63	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509843	12/4/2023	383.84	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509844	12/4/2023	278.99	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509845	12/4/2023	281.02	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509846	12/4/2023	322.00	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509847	12/4/2023	461.10	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509848	12/4/2023	34.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509849	12/4/2023	64.00	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509850	12/4/2023	34.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509851	12/4/2023	311.75	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509852	12/4/2023	179.64	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509853	12/4/2023	34.16	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509854	12/4/2023	68.32	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509855	12/4/2023	93.76	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509856	12/4/2023	114.88	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509857	12/4/2023	207.11	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509858	12/4/2023	132.32	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509859	12/4/2023	64.00	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509860	12/4/2023	457.66	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509861	12/4/2023	376.32	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509862	12/4/2023	475.44	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509863	12/4/2023	453.23	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509864	12/4/2023	318.75	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509865	12/4/2023	383.84	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509866	12/4/2023	418.24	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509867	12/4/2023	385.04	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509868	12/4/2023	287.71	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509869	12/4/2023	373.95	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509870	12/4/2023	438.08	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509871	12/4/2023	447.50	78	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000509984	12/4/2023	68.32	78	c. 61-90
	WALMART QC #1020~WALQC1020	WALMART	IN	0001785905	12/4/2023	30.08	78	c. 61-90
	WALMART QC #1020~WALQC1020	WALMART	IN	0001786381	12/4/2023	58.48	78	c. 61-90
	WALMART QC #1020~WALQC1020	WALMART	IN	0001786394	12/4/2023	459.40	78	c. 61-90
	WALMART QC #1185~WALQC1185	WALMART	IN	0001786385	12/4/2023	76.07	78	c. 61-90
	WALMART QC #1185~WALQC1185	WALMART	IN	0001786399	12/4/2023	316.96	78	c. 61-90
	WALMART QC #1201~WALQC1201	WALMART	IN	0001786380	12/4/2023	16.56	78	c. 61-90
	WALMART QC #1201~WALQC1201	WALMART	IN	0001786393	12/4/2023	113.92	78	c. 61-90
	WALMART QC #3047~WALQC3047	WALMART	IN	0001786386	12/4/2023	123.12	78	c. 61-90

	WALMART QC #3047~WALQC3047	WALMART	IN	0001786400	12/4/2023	227.84	78	c. 61-90
	WALMART QC #3074~WALQC3074	WALMART	IN	0001786382	12/4/2023	39.28	78	c. 61-90
	WALMART QC #3074~WALQC3074	WALMART	IN	0001786395	12/4/2023	411.72	78	c. 61-90
	WALMART QC #3080~WALQC3080	WALMART	IN	0001786379	12/4/2023	30.08	78	c. 61-90
	WALMART QC #3080~WALQC3080	WALMART	IN	0001786392	12/4/2023	216.40	78	c. 61-90
	WALMART QC #3085~WALQC3085	WALMART	IN	0001785906	12/4/2023	34.16	78	c. 61-90
	WALMART QC #3146~WALQC3146	WALMART	IN	0001786396	12/4/2023	326.82	78	c. 61-90
	WALMART QC #3189~WALQC3189	WALMART	IN	0001786383	12/4/2023	169.35	78	c. 61-90
	WALMART QC #3189~WALQC3189	WALMART	IN	0001786397	12/4/2023	233.36	78	c. 61-90
	WALMART QC #3190~WALQC3190	WALMART	IN	0001786384	12/4/2023	69.36	78	c. 61-90
	WALMART QC #3190~WALQC3190	WALMART	IN	0001786398	12/4/2023	174.48	78	c. 61-90
	WALMART QC #5795~WALQC5795	WALMART	IN	0001785903	12/4/2023	152.99	78	c. 61-90
	WALMART QC #5795~WALQC5795	WALMART	IN	0001785904	12/4/2023	83.84	78	c. 61-90
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001786374	12/5/2023	45,277.92	77	c. 61-90
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001786562	12/5/2023	5,132.16	77	c. 61-90
5193263900	WALMART LEAMINGTON #3164~5193263900	WALMART	IN	0001786925	12/5/2023	34.16	77	c. 61-90
5193263900	WALMART LEAMINGTON #3164~5193263900	WALMART	IN	0001786926	12/5/2023	34.16	77	c. 61-90
5193263900	WALMART LEAMINGTON #3164~5193263900	WALMART	IN	0001786927	12/5/2023	298.88	77	c. 61-90
5197593450	WALMART BRANTFORD #3005~5197593450	WALMART	IN	0001786899	12/5/2023	410.00	77	c. 61-90
5198210618	WALMART SC GUELPH SOUTH #~5198210618	WALMART	IN	0001786985	12/5/2023	36.16	77	c. 61-90
5198210618	WALMART SC GUELPH SOUTH #~5198210618	WALMART	IN	0001786986	12/5/2023	259.12	77	c. 61-90
5198427770	WAL-MART TILLSONBURG #310~5198427770	WALMART	IN	0001786883	12/5/2023	153.20	77	c. 61-90
5198427770	WAL-MART TILLSONBURG #310~5198427770	WALMART	IN	0001786885	12/5/2023	152.88	77	c. 61-90
5198431591	WALMART SUPERCENTRE FERGU~5198431591	WALMART	IN	0001786991	12/5/2023	64.04	77	c. 61-90
5198431591	WALMART SUPERCENTRE FERGU~5198431591	WALMART	IN	0001786992	12/5/2023	283.12	77	c. 61-90
5199453065	WAL-MART WINDSOR TECUMSEH~5199453065	WALMART	IN	0001786918	12/5/2023	38.60	77	c. 61-90
5199453065	WAL-MART WINDSOR TECUMSEH~5199453065	WALMART	IN	0001786919	12/5/2023	359.96	77	c. 61-90
6138238714	WAL-MART BARRHAVEN #3638~6138238714	WALMART	IN	0001786572	12/5/2023	34.16	77	c. 61-90
6138238714	WAL-MART BARRHAVEN #3638~6138238714	WALMART	IN	0001786573	12/5/2023	259.36	77	c. 61-90
6139338366	WALMART CORNWALL #3020~6139338366	WALMART	IN	0001786674	12/5/2023	330.16	77	c. 61-90
9057353500	WAL-MART SUPERCENTRE WELL~9057353500	WALMART	IN	0001787022	12/5/2023	304.12	77	c. 61-90
9058179688	WALMART HEARTLAND SUPER C~9058179688	WALMART	IN	0001786947	12/5/2023	34.16	77	c. 61-90
9058179688	WALMART HEARTLAND SUPER C~9058179688	WALMART	IN	0001786948	12/5/2023	282.80	77	c. 61-90
9058218150	WALMART MEADOWVALE #3054~9058218150	WALMART	IN	0001786975	12/5/2023	25.44	77	c. 61-90
9058218150	WALMART MEADOWVALE #3054~9058218150	WALMART	IN	0001786976	12/5/2023	358.24	77	c. 61-90
9058280340	WALMART SUPERCENTRE ERIN ~9058280340	WALMART	IN	0001786980	12/5/2023	36.16	77	c. 61-90
9058280340	WALMART SUPERCENTRE ERIN ~9058280340	WALMART	IN	0001786981	12/5/2023	272.80	77	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510085	12/5/2023	34.16	77	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510090	12/5/2023	68.32	77	c. 61-90
	WALMART QC #1086~WALQC1086	WALMART	IN	0001786604	12/5/2023	140.45	77	c. 61-90
	WALMART QC #1132~WALQC1132	WALMART	IN	0001786605	12/5/2023	39.28	77	c. 61-90
	WALMART QC #1132~WALQC1132	WALMART	IN	0001786606	12/5/2023	226.78	77	c. 61-90
	WALMART QC #1174~WALQC1174	WALMART	IN	0001786603	12/5/2023	68.32	77	c. 61-90

	WALMART QC #1190~WALQC1190	WALMART	IN	0001786619	12/5/2023	41.92	77	c. 61-90
	WALMART QC #1190~WALQC1190	WALMART	IN	0001786620	12/5/2023	196.72	77	c. 61-90
	WALMART QC #3007~WALQC3007	WALMART	IN	0001785908	12/5/2023	36.79	77	c. 61-90
	WALMART QC #3052~WALQC3052	WALMART	IN	0001785907	12/5/2023	92.83	77	c. 61-90
	WALMART QC #3052~WALQC3052	WALMART	IN	0001786612	12/5/2023	36.79	77	c. 61-90
	WALMART QC #3052~WALQC3052	WALMART	IN	0001786613	12/5/2023	178.15	77	c. 61-90
	WALMART QC #3090~WALQC3090	WALMART	IN	0001786616	12/5/2023	39.28	77	c. 61-90
	WALMART QC #3090~WALQC3090	WALMART	IN	0001786617	12/5/2023	283.99	77	c. 61-90
	WALMART QC #3136~WALQC3136	WALMART	IN	0001786150	12/5/2023	169.36	77	c. 61-90
	WALMART QC #3136~WALQC3136	WALMART	IN	0001786401	12/5/2023	41.92	77	c. 61-90
	WALMART QC #3139~WALQC3139	WALMART	IN	0001786151	12/5/2023	278.56	77	c. 61-90
	WALMART QC #3139~WALQC3139	WALMART	IN	0001786402	12/5/2023	34.16	77	c. 61-90
	WALMART QC #3639~WALQC3639	WALMART	IN	0001786607	12/5/2023	120.71	77	c. 61-90
4165372561	WAL-MART TORONTO DUFFERIN~4165372561	WALMART	IN	0001787163	12/6/2023	273.24	76	c. 61-90
4165372561	WAL-MART TORONTO DUFFERIN~4165372561	WALMART	IN	0001787164	12/6/2023	253.44	76	c. 61-90
5193521142	WALMART CHATHAM #3016~5193521142	WALMART	IN	0001787132	12/6/2023	61.60	76	c. 61-90
5193521142	WALMART CHATHAM #3016~5193521142	WALMART	IN	0001787133	12/6/2023	325.04	76	c. 61-90
7057425090	WALMART PETERBOROUGH #307~7057425090	WALMART	IN	0001787071	12/6/2023	36.16	76	c. 61-90
7057425090	WALMART PETERBOROUGH #307~7057425090	WALMART	IN	0001787072	12/6/2023	366.12	76	c. 61-90
9057094494	WALMART THORNHILL #5831~9057094494	WALMART	IN	0001787152	12/6/2023	166.96	76	c. 61-90
9057094494	WALMART THORNHILL #5831~9057094494	WALMART	IN	0001787153	12/6/2023	332.20	76	c. 61-90
9057751610	WALMART BRADFORD #1101~9057751610	WALMART	IN	0001787105	12/6/2023	341.16	76	c. 61-90
9058514648	WALMART SUPER CENTRE WOOD~9058514648	WALMART	IN	0001787145	12/6/2023	330.28	76	c. 61-90
9059851531	WALMART #1069~9059851531	WALMART	IN	0001787068	12/6/2023	29.56	76	c. 61-90
9059851531	WALMART #1069~9059851531	WALMART	IN	0001787069	12/6/2023	337.04	76	c. 61-90
	WALMART QC #1085~WALQC1085	WALMART	IN	0001786874	12/6/2023	255.58	76	c. 61-90
	WALMART QC #1085~WALQC1085	WALMART	IN	0001786875	12/6/2023	220.48	76	c. 61-90
	WALMART QC #1183~WALQC1183	WALMART	IN	0001786871	12/6/2023	30.08	76	c. 61-90
	WALMART QC #1189~WALQC1189	WALMART	IN	0001786876	12/6/2023	94.32	76	c. 61-90
	WALMART QC #1189~WALQC1189	WALMART	IN	0001786877	12/6/2023	344.84	76	c. 61-90
	WALMART QC #3046~WALQC3046	WALMART	IN	0001786872	12/6/2023	123.20	76	c. 61-90
	WALMART QC #3046~WALQC3046	WALMART	IN	0001786873	12/6/2023	253.27	76	c. 61-90
	WALMART QC #3079~WALQC3079	WALMART	IN	0001786866	12/6/2023	134.55	76	c. 61-90
	WALMART QC #3079~WALQC3079	WALMART	IN	0001786867	12/6/2023	179.27	76	c. 61-90
	WALMART QC #3094~WALQC3094	WALMART	IN	0001786868	12/6/2023	129.44	76	c. 61-90
	WALMART QC #3094~WALQC3094	WALMART	IN	0001786869	12/6/2023	219.03	76	c. 61-90
	WALMART QC #3165~WALQC3165	WALMART	IN	0001786870	12/6/2023	261.99	76	c. 61-90
	WALMART QC #3180~WALQC3180	WALMART	IN	0001786863	12/6/2023	282.62	76	c. 61-90
	WALMART QC #3646~WALQC3646	WALMART	IN	0001786389	12/6/2023	39.28	76	c. 61-90
	WALMART QC #3646~WALQC3646	WALMART	IN	0001786390	12/6/2023	238.08	76	c. 61-90
	WALMART QC #3655~WALQC3655	WALMART	IN	0001786626	12/6/2023	78.71	76	c. 61-90
	WALMART QC #3655~WALQC3655	WALMART	IN	0001786627	12/6/2023	176.07	76	c. 61-90
	WALMART QC #3656~WALQC3656	WALMART	IN	0001786864	12/6/2023	100.40	76	c. 61-90

	WALMART QC #3656~WALQC3656	WALMART	IN	0001786865	12/6/2023	189.99	76	c. 61-90
6132242664	WAL-MART SUPERCENTRE OTTA~6132242664	WALMART	IN	0001787179	12/7/2023	38.60	75	c. 61-90
6132242664	WAL-MART SUPERCENTRE OTTA~6132242664	WALMART	IN	0001787180	12/7/2023	38.60	75	c. 61-90
6132242664	WAL-MART SUPERCENTRE OTTA~6132242664	WALMART	IN	0001787181	12/7/2023	172.64	75	c. 61-90
6138312636	WALMART SUPERCENTRE KANAT~6138312636	WALMART	IN	0001787172	12/7/2023	450.12	75	c. 61-90
6138379399	WALMART ORLEANS SUPER CEN~6138379399	WALMART	IN	0001787200	12/7/2023	106.76	75	c. 61-90
6138379399	WALMART ORLEANS SUPER CEN~6138379399	WALMART	IN	0001787201	12/7/2023	272.72	75	c. 61-90
7052676451	WAL-MART TIMMINS #3104~7052676451	WALMART	IN	0001787294	12/7/2023	302.28	75	c. 61-90
7054721704	WALMART NORTH BAY #3063~7054721704	WALMART	IN	0001787285	12/7/2023	38.60	75	c. 61-90
7054721704	WALMART NORTH BAY #3063~7054721704	WALMART	IN	0001787286	12/7/2023	339.80	75	c. 61-90
7055231300	WALMART SUDBURY #1105~7055231300	WALMART	IN	0001787309	12/7/2023	34.16	75	c. 61-90
7055231300	WALMART SUDBURY #1105~7055231300	WALMART	IN	0001787310	12/7/2023	323.40	75	c. 61-90
7055663700	WALMART SUDBURY #3097~7055663700	WALMART	IN	0001787316	12/7/2023	29.56	75	c. 61-90
7055663700	WALMART SUDBURY #3097~7055663700	WALMART	IN	0001787317	12/7/2023	325.04	75	c. 61-90
7057282833	WAL-MART BARRIE BAYFIELD ~7057282833	WALMART	IN	0001787306	12/7/2023	92.20	75	c. 61-90
7057282833	WAL-MART BARRIE BAYFIELD ~7057282833	WALMART	IN	0001787307	12/7/2023	231.76	75	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510172	12/7/2023	32.00	75	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510195	12/7/2023	27.47	75	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510225	12/7/2023	41.92	75	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510247	12/7/2023	34.16	75	c. 61-90
	WALMART QC #1045~WALQC1045	WALMART	IN	0001787117	12/7/2023	53.35	75	c. 61-90
	WALMART QC #1076~WALQC1076	WALMART	IN	0001787116	12/7/2023	36.79	75	c. 61-90
	WALMART QC #3039~WALQC3039	WALMART	IN	0001787119	12/7/2023	16.56	75	c. 61-90
	WALMART QC #3149~WALQC3149	WALMART	IN	0001787118	12/7/2023	66.87	75	c. 61-90
6132586295	WALMART SUPERCENTRE KEMPT~6132586295	WALMART	IN	0001787223	12/8/2023	315.72	74	c. 61-90
6133429293	WALMART BROCKVILLE SUPER ~6133429293	WALMART	IN	0001787227	12/8/2023	38.60	74	c. 61-90
6133429293	WALMART BROCKVILLE SUPER ~6133429293	WALMART	IN	0001787228	12/8/2023	321.72	74	c. 61-90
6137354997	WALMART PEMBROKE #3171~6137354997	WALMART	IN	0001787208	12/8/2023	36.16	74	c. 61-90
6137354997	WALMART PEMBROKE #3171~6137354997	WALMART	IN	0001787209	12/8/2023	258.00	74	c. 61-90
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001787578	12/8/2023	74,404.80	74	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510107	12/8/2023	66.16	74	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510108	12/8/2023	32.00	74	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510308	12/8/2023	34.16	74	c. 61-90
	WALMART QC #3017~WALQC3017	WALMART	IN	0001786878	12/8/2023	30.08	74	c. 61-90
	WALMART QC #3017~WALQC3017	WALMART	IN	0001786879	12/8/2023	231.50	74	c. 61-90
	WALMART QC #3035~WALQC3035	WALMART	IN	0001787120	12/8/2023	86.12	74	c. 61-90
	WALMART QC #3137~WALQC3137	WALMART	IN	0001787330	12/8/2023	16.56	74	c. 61-90
	WALMART QC #3140~WALQC3140	WALMART	IN	0001787332	12/8/2023	95.12	74	c. 61-90
	WALMART QC #3165~WALQC3165	WALMART	IN	0001786880	12/8/2023	16.56	74	c. 61-90
	WALMART QC #3180~WALQC3180	WALMART	IN	0001786881	12/8/2023	41.92	74	c. 61-90
	WALMART QC #3739~WALQC3739	WALMART	IN	0001787331	12/8/2023	16.56	74	c. 61-90
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001787677	12/10/2023	45,020.16	72	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510486	12/10/2023	68.32	72	c. 61-90

4162812929	WALMART SCARBOROUGH #3111~4162812929	WALMART	IN	0001787812	12/11/2023	341.32	71	c. 61-90
4162901916	WALMART SCARBOROUGH #3635~4162901916	WALMART	IN	0001787810	12/11/2023	274.56	71	c. 61-90
4162981210	WALMART SUPER CENTRE #108~4162981210	WALMART	IN	0001787826	12/11/2023	274.56	71	c. 61-90
4166152027	WALMART SCARBOROUGH #3159~4166152027	WALMART	IN	0001787816	12/11/2023	36.16	71	c. 61-90
4166152027	WALMART SCARBOROUGH #3159~4166152027	WALMART	IN	0001787817	12/11/2023	310.72	71	c. 61-90
5197451800	WALMART KITCHENER #1111~5197451800	WALMART	IN	0001787721	12/11/2023	363.20	71	c. 61-90
5197461378	WALMART SUPERCENTRE WATER~5197461378	WALMART	IN	0001787726	12/11/2023	36.16	71	c. 61-90
5197461378	WALMART SUPERCENTRE WATER~5197461378	WALMART	IN	0001787728	12/11/2023	356.04	71	c. 61-90
5199400018	WALMART ORANGEVILLE #3142~5199400018	WALMART	IN	0001787775	12/11/2023	330.60	71	c. 61-90
6138238714	WAL-MART BARRHAVEN #3638~6138238714	WALMART	IN	0001787658	12/11/2023	70.32	71	c. 61-90
6138238714	WAL-MART BARRHAVEN #3638~6138238714	WALMART	IN	0001787659	12/11/2023	234.40	71	c. 61-90
9054776060	WALMART MARKHAM #3053~9054776060	WALMART	IN	0001787770	12/11/2023	198.40	71	c. 61-90
9054776060	WALMART MARKHAM #3053~9054776060	WALMART	IN	0001787771	12/11/2023	214.96	71	c. 61-90
9056464566	WALMART ST. CATHERINES GL~9056464566	WALMART	IN	0001787748	12/11/2023	236.84	71	c. 61-90
9057931983	WAL-MART BRAMPTON SUPER C~9057931983	WALMART	IN	0001787765	12/11/2023	240.40	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510386	12/11/2023	68.32	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510387	12/11/2023	91.60	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510388	12/11/2023	34.16	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510389	12/11/2023	57.44	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510390	12/11/2023	34.16	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510391	12/11/2023	157.76	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510392	12/11/2023	66.16	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510393	12/11/2023	121.44	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510394	12/11/2023	57.44	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510395	12/11/2023	114.88	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510396	12/11/2023	91.60	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510397	12/11/2023	123.60	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510398	12/11/2023	156.36	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510399	12/11/2023	181.04	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510400	12/11/2023	164.32	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510401	12/11/2023	428.88	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510402	12/11/2023	447.84	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510403	12/11/2023	375.12	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510404	12/11/2023	498.08	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510405	12/11/2023	349.68	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510406	12/11/2023	372.96	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510407	12/11/2023	407.12	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510408	12/11/2023	465.32	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510409	12/11/2023	348.28	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510410	12/11/2023	315.52	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510411	12/11/2023	450.00	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510412	12/11/2023	277.72	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510413	12/11/2023	381.68	71	c. 61-90

	Walmart Head Office	WALMART	IN	WF0000510414	12/11/2023	439.12	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510415	12/11/2023	498.08	71	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510501	12/11/2023	25.44	71	c. 61-90
	WALMART QC #1020~WALQC1020	WALMART	IN	0001787491	12/11/2023	53.35	71	c. 61-90
	WALMART QC #1020~WALQC1020	WALMART	IN	0001787492	12/11/2023	228.70	71	c. 61-90
	WALMART QC #1032~WALQC1032	WALMART	IN	0001787121	12/11/2023	92.83	71	c. 61-90
	WALMART QC #1185~WALQC1185	WALMART	IN	0001787501	12/11/2023	76.07	71	c. 61-90
	WALMART QC #1185~WALQC1185	WALMART	IN	0001787503	12/11/2023	87.84	71	c. 61-90
	WALMART QC #1201~WALQC1201	WALMART	IN	0001787487	12/11/2023	16.56	71	c. 61-90
	WALMART QC #1201~WALQC1201	WALMART	IN	0001787488	12/11/2023	66.24	71	c. 61-90
	WALMART QC #3047~WALQC3047	WALMART	IN	0001787504	12/11/2023	112.86	71	c. 61-90
	WALMART QC #3047~WALQC3047	WALMART	IN	0001787506	12/11/2023	228.30	71	c. 61-90
	WALMART QC #3074~WALQC3074	WALMART	IN	0001787493	12/11/2023	109.19	71	c. 61-90
	WALMART QC #3074~WALQC3074	WALMART	IN	0001787494	12/11/2023	156.16	71	c. 61-90
	WALMART QC #3080~WALQC3080	WALMART	IN	0001787486	12/11/2023	88.96	71	c. 61-90
	WALMART QC #3085~WALQC3085	WALMART	IN	0001787122	12/11/2023	34.16	71	c. 61-90
	WALMART QC #3089~WALQC3089	WALMART	IN	0001787490	12/11/2023	116.96	71	c. 61-90
	WALMART QC #3132~WALQC3132	WALMART	IN	0001787335	12/11/2023	16.56	71	c. 61-90
	WALMART QC #3189~WALQC3189	WALMART	IN	0001787495	12/11/2023	36.79	71	c. 61-90
	WALMART QC #3189~WALQC3189	WALMART	IN	0001787497	12/11/2023	158.32	71	c. 61-90
	WALMART QC #3190~WALQC3190	WALMART	IN	0001787498	12/11/2023	39.28	71	c. 61-90
	WALMART QC #3190~WALQC3190	WALMART	IN	0001787500	12/11/2023	49.68	71	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000510640	12/12/2023	(64.00)	70	c. 61-90
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001787853	12/12/2023	51,390.72	70	c. 61-90
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001788021	12/12/2023	27,171.36	70	c. 61-90
5194558910	WALMART LONDON #3049~5194558910	WALMART	IN	0001787945	12/12/2023	36.16	70	c. 61-90
5194558910	WALMART LONDON #3049~5194558910	WALMART	IN	0001787947	12/12/2023	350.04	70	c. 61-90
5199453065	WAL-MART WINDSOR TECUMSEH~5199453065	WALMART	IN	0001787911	12/12/2023	330.16	70	c. 61-90
5199698121	WAL-MART SUPERCENTRE WIND~5199698121	WALMART	IN	0001787915	12/12/2023	72.76	70	c. 61-90
5199698121	WAL-MART SUPERCENTRE WIND~5199698121	WALMART	IN	0001787916	12/12/2023	294.72	70	c. 61-90
6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001787649	12/12/2023	9,056.16	70	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510640	12/12/2023	64.00	70	c. 61-90
	WALMART QC #1040~WALQC1040	WALMART	IN	0001787124	12/12/2023	36.79	70	c. 61-90
	WALMART QC #1086~WALQC1086	WALMART	IN	0001787698	12/12/2023	320.41	70	c. 61-90
	WALMART QC #3007~WALQC3007	WALMART	IN	0001787126	12/12/2023	53.35	70	c. 61-90
	WALMART QC #3007~WALQC3007	WALMART	IN	0001787701	12/12/2023	36.79	70	c. 61-90
	WALMART QC #3125~WALQC3125	WALMART	IN	0001787702	12/12/2023	78.56	70	c. 61-90
	WALMART QC #3139~WALQC3139	WALMART	IN	0001787336	12/12/2023	34.16	70	c. 61-90
	WALMART QC #3143~WALQC3143	WALMART	IN	0001787700	12/12/2023	53.35	70	c. 61-90
	WALMART QC #3639~WALQC3639	WALMART	IN	0001787699	12/12/2023	132.14	70	c. 61-90
	WALMART QC #3642~WALQC3642	WALMART	IN	0001787123	12/12/2023	16.56	70	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510698	12/13/2023	85.04	69	c. 61-90
	WALMART QC #1170~WALQC1170	WALMART	IN	0001787866	12/13/2023	36.79	69	c. 61-90

	WALMART QC #1189~WALQC1189	WALMART	IN	0001787869	12/13/2023	105.44	69	c. 61-90
	WALMART QC #3046~WALQC3046	WALMART	IN	0001787868	12/13/2023	72.40	69	c. 61-90
	WALMART QC #3646~WALQC3646	WALMART	IN	0001787512	12/13/2023	124.16	69	c. 61-90
	WALMART QC #3647~WALQC3647	WALMART	IN	0001787338	12/13/2023	16.56	69	c. 61-90
	WALMART QC #3656~WALQC3656	WALMART	IN	0001787867	12/13/2023	33.12	69	c. 61-90
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001788363	12/14/2023	9,555.84	68	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510753	12/14/2023	68.32	68	c. 61-90
	WALMART QC #1045~WALQC1045	WALMART	IN	0001788172	12/14/2023	33.12	68	c. 61-90
	WALMART QC #1076~WALQC1076	WALMART	IN	0001788171	12/14/2023	73.58	68	c. 61-90
	WALMART QC #3039~WALQC3039	WALMART	IN	0001788174	12/14/2023	33.12	68	c. 61-90
	WALMART QC #3149~WALQC3149	WALMART	IN	0001788173	12/14/2023	36.79	68	c. 61-90
4167637325	WAL-MART TORONTO ST.CLAIR~4167637325	WALMART	IN	0001788500	12/15/2023	318.04	67	c. 61-90
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001788505	12/15/2023	50,879.52	67	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510656	12/15/2023	32.00	67	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510675	12/15/2023	32.00	67	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510830	12/15/2023	66.16	67	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510840	12/15/2023	102.48	67	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510854	12/15/2023	34.16	67	c. 61-90
	WALMART QC #1057~WALQC1057	WALMART	IN	0001788176	12/15/2023	56.04	67	c. 61-90
	WALMART QC #1202~WALQC1202	WALMART	IN	0001788179	12/15/2023	16.56	67	c. 61-90
	WALMART QC #3035~WALQC3035	WALMART	IN	0001788177	12/15/2023	56.04	67	c. 61-90
	WALMART QC #3044~WALQC3044	WALMART	IN	0001788178	12/15/2023	16.56	67	c. 61-90
	WALMART QC #3137~WALQC3137	WALMART	IN	0001788175	12/15/2023	16.56	67	c. 61-90
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001788364	12/17/2023	53,601.12	65	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510976	12/17/2023	34.16	65	c. 61-90
6138379399	WALMART ORLEANS SUPER CEN~6138379399	WALMART	IN	0001788526	12/18/2023	377.64	64	c. 61-90
6139669466	WAL-MART BELLEVILLE SUPER~6139669466	WALMART	IN	0001788590	12/18/2023	300.00	64	c. 61-90
9052575740	WALMART OAKVILLE #3064~9052575740	WALMART	IN	0001788634	12/18/2023	299.04	64	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510907	12/18/2023	34.16	64	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000510941	12/18/2023	34.16	64	c. 61-90
	WALMART QC #1020~WALQC1020	WALMART	IN	0001788535	12/18/2023	53.35	64	c. 61-90
	WALMART QC #1032~WALQC1032	WALMART	IN	0001788184	12/18/2023	36.79	64	c. 61-90
	WALMART QC #1032~WALQC1032	WALMART	IN	0001788185	12/18/2023	76.07	64	c. 61-90
	WALMART QC #1185~WALQC1185	WALMART	IN	0001788536	12/18/2023	39.28	64	c. 61-90
	WALMART QC #1201~WALQC1201	WALMART	IN	0001788534	12/18/2023	16.56	64	c. 61-90
	WALMART QC #3047~WALQC3047	WALMART	IN	0001788537	12/18/2023	124.63	64	c. 61-90
	WALMART QC #3074~WALQC3074	WALMART	IN	0001788354	12/18/2023	111.68	64	c. 61-90
	WALMART QC #3089~WALQC3089	WALMART	IN	0001788351	12/18/2023	39.28	64	c. 61-90
	WALMART QC #3132~WALQC3132	WALMART	IN	0001788353	12/18/2023	16.56	64	c. 61-90
	WALMART QC #3190~WALQC3190	WALMART	IN	0001788355	12/18/2023	39.28	64	c. 61-90
	Walmart Head Office	WALMART	CR	CN_WF9000511141	12/19/2023	(32.00)	63	c. 61-90
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001788140	12/19/2023	39,412.80	63	c. 61-90
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001788509	12/19/2023	3,185.28	63	c. 61-90

6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001788139	12/19/2023	23,247.36	63	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000511141	12/19/2023	166.48	63	c. 61-90
	WALMART QC #1086~WALQC1086	WALMART	IN	0001788538	12/19/2023	336.97	63	c. 61-90
	WALMART QC #1132~WALQC1132	WALMART	IN	0001788539	12/19/2023	39.28	63	c. 61-90
	WALMART QC #1203~WALQC1203	WALMART	IN	0001788541	12/19/2023	39.28	63	c. 61-90
	WALMART QC #3007~WALQC3007	WALMART	IN	0001788543	12/19/2023	34.16	63	c. 61-90
	WALMART QC #3125~WALQC3125	WALMART	IN	0001788544	12/19/2023	152.00	63	c. 61-90
	WALMART QC #3139~WALQC3139	WALMART	IN	0001788186	12/19/2023	70.95	63	c. 61-90
	WALMART QC #3143~WALQC3143	WALMART	IN	0001788542	12/19/2023	16.56	63	c. 61-90
	WALMART QC #3639~WALQC3639	WALMART	IN	0001788540	12/19/2023	132.14	63	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000511120	12/20/2023	34.16	62	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000511216	12/20/2023	32.00	62	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000511217	12/20/2023	93.76	62	c. 61-90
	WALMART QC #1183~WALQC1183	WALMART	IN	0001788739	12/20/2023	36.79	62	c. 61-90
	WALMART QC #1189~WALQC1189	WALMART	IN	0001788742	12/20/2023	186.72	62	c. 61-90
	WALMART QC #3046~WALQC3046	WALMART	IN	0001788741	12/20/2023	130.96	62	c. 61-90
	WALMART QC #3079~WALQC3079	WALMART	IN	0001788738	12/20/2023	16.56	62	c. 61-90
	WALMART QC #3656~WALQC3656	WALMART	IN	0001788737	12/20/2023	49.68	62	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000511262	12/21/2023	93.76	61	c. 61-90
	Walmart Head Office	WALMART	IN	WF0000511281	12/21/2023	34.16	61	c. 61-90
	WALMART QC #3023~WALQC3023	WALMART	IN	0001788951	12/21/2023	69.91	61	c. 61-90
	WALMART QC #3039~WALQC3039	WALMART	IN	0001788952	12/21/2023	49.68	61	c. 61-90
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001789442	12/22/2023	39,527.04	60	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511162	12/22/2023	68.32	60	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511261	12/22/2023	64.00	60	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511390	12/22/2023	100.32	60	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511391	12/22/2023	34.16	60	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511404	12/22/2023	32.00	60	b. 31-60
	WALMART QC #3140~WALQC3140	WALMART	IN	0001789114	12/22/2023	39.28	60	b. 31-60
	WALMART QC #3739~WALQC3739	WALMART	IN	0001789113	12/22/2023	72.40	60	b. 31-60
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001789446	12/24/2023	20,448.78	58	b. 31-60
	Walmart Head Office	WALMART	CR	CN_WF9000511455	12/26/2023	(32.00)	56	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511455	12/26/2023	32.00	56	b. 31-60
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001789448	12/27/2023	45,220.32	55	b. 31-60
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001789250	12/27/2023	27,671.04	55	b. 31-60
6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001789447	12/27/2023	17,373.60	55	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511411	12/27/2023	25.44	55	b. 31-60
	WALMART QC #1020~WALQC1020	WALMART	IN	0001789257	12/27/2023	157.42	55	b. 31-60
	WALMART QC #1032~WALQC1032	WALMART	IN	0001789117	12/27/2023	72.40	55	b. 31-60
	WALMART QC #1085~WALQC1085	WALMART	IN	0001789256	12/27/2023	16.56	55	b. 31-60
	WALMART QC #1185~WALQC1185	WALMART	IN	0001789258	12/27/2023	101.91	55	b. 31-60
	WALMART QC #1201~WALQC1201	WALMART	IN	0001789259	12/27/2023	86.47	55	b. 31-60
	WALMART QC #3047~WALQC3047	WALMART	IN	0001789260	12/27/2023	174.31	55	b. 31-60

	WALMART QC #3074~WALQC3074	WALMART	IN	0001789262	12/27/2023	179.10	55	b. 31-60
	WALMART QC #3080~WALQC3080	WALMART	IN	0001789264	12/27/2023	16.56	55	b. 31-60
	WALMART QC #3085~WALQC3085	WALMART	IN	0001788747	12/27/2023	34.16	55	b. 31-60
	WALMART QC #3085~WALQC3085	WALMART	IN	0001789118	12/27/2023	34.16	55	b. 31-60
	WALMART QC #3089~WALQC3089	WALMART	IN	0001789265	12/27/2023	111.68	55	b. 31-60
	WALMART QC #3094~WALQC3094	WALMART	IN	0001789253	12/27/2023	16.56	55	b. 31-60
	WALMART QC #3108~WALQC3108	WALMART	IN	0001789251	12/27/2023	16.56	55	b. 31-60
	WALMART QC #3132~WALQC3132	WALMART	IN	0001789266	12/27/2023	86.47	55	b. 31-60
	WALMART QC #3146~WALQC3146	WALMART	IN	0001789267	12/27/2023	53.35	55	b. 31-60
	WALMART QC #3165~WALQC3165	WALMART	IN	0001789254	12/27/2023	16.56	55	b. 31-60
	WALMART QC #3189~WALQC3189	WALMART	IN	0001789268	12/27/2023	33.12	55	b. 31-60
	WALMART QC #3190~WALQC3190	WALMART	IN	0001789270	12/27/2023	109.19	55	b. 31-60
	WALMART QC #3646~WALQC3646	WALMART	IN	0001789252	12/27/2023	16.56	55	b. 31-60
9052709300	WALMART MISSISSAUGA #3055~9052709300	WALMART	IN	0001789795	12/28/2023	476.64	54	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511551	12/28/2023	32.00	54	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511674	12/28/2023	34.16	54	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511681	12/28/2023	34.16	54	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511682	12/28/2023	68.32	54	b. 31-60
	WALMART QC #1045~WALQC1045	WALMART	IN	0001789119	12/28/2023	16.56	54	b. 31-60
	WALMART QC #1086~WALQC1086	WALMART	IN	0001789449	12/28/2023	433.25	54	b. 31-60
	WALMART QC #1132~WALQC1132	WALMART	IN	0001789450	12/28/2023	131.91	54	b. 31-60
	WALMART QC #1190~WALQC1190	WALMART	IN	0001789451	12/28/2023	69.91	54	b. 31-60
	WALMART QC #1203~WALQC1203	WALMART	IN	0001789452	12/28/2023	39.28	54	b. 31-60
	WALMART QC #1212~WALQC1212	WALMART	IN	0001789453	12/28/2023	53.35	54	b. 31-60
	WALMART QC #3007~WALQC3007	WALMART	IN	0001789454	12/28/2023	159.91	54	b. 31-60
	WALMART QC #3090~WALQC3090	WALMART	IN	0001789455	12/28/2023	187.26	54	b. 31-60
	WALMART QC #3125~WALQC3125	WALMART	IN	0001789456	12/28/2023	152.00	54	b. 31-60
	WALMART QC #3136~WALQC3136	WALMART	IN	0001789277	12/28/2023	16.56	54	b. 31-60
	WALMART QC #3139~WALQC3139	WALMART	IN	0001789123	12/28/2023	34.16	54	b. 31-60
	WALMART QC #3143~WALQC3143	WALMART	IN	0001789457	12/28/2023	179.30	54	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001789120	12/28/2023	53.35	54	b. 31-60
	WALMART QC #3198~WALQC3198	WALMART	IN	0001789458	12/28/2023	33.12	54	b. 31-60
	WALMART QC #3639~WALQC3639	WALMART	IN	0001789459	12/28/2023	280.61	54	b. 31-60
	WALMART QC #3642~WALQC3642	WALMART	IN	0001789460	12/28/2023	50.72	54	b. 31-60
	WALMART QC #3655~WALQC3655	WALMART	IN	0001789461	12/28/2023	69.91	54	b. 31-60
4167637325	WAL-MART TORONTO ST.CLAIR~4167637325	WALMART	IN	0001789987	12/29/2023	296.16	53	b. 31-60
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001789983	12/29/2023	41,650.56	53	b. 31-60
7057282833	WAL-MART BARRIE BAYFIELD ~7057282833	WALMART	IN	0001790018	12/29/2023	169.40	53	b. 31-60
7057282833	WAL-MART BARRIE BAYFIELD ~7057282833	WALMART	IN	0001790019	12/29/2023	205.56	53	b. 31-60
7057289122	WAL-MART BARRIE MOLSON PK~7057289122	WALMART	IN	0001790013	12/29/2023	166.52	53	b. 31-60
7057289122	WAL-MART BARRIE MOLSON PK~7057289122	WALMART	IN	0001790014	12/29/2023	200.68	53	b. 31-60
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001790050	12/29/2023	73,963.08	53	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511589	12/29/2023	34.16	53	b. 31-60

	Walmart Head Office	WALMART	IN	WF0000511647	12/29/2023	68.32	53	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511666	12/29/2023	66.16	53	b. 31-60
	WALMART QC #1202~WALQC1202	WALMART	IN	0001789283	12/29/2023	33.12	53	b. 31-60
	WALMART QC #1202~WALQC1202	WALMART	IN	0001789697	12/29/2023	125.75	53	b. 31-60
	WALMART QC #3017~WALQC3017	WALMART	IN	0001789285	12/29/2023	16.56	53	b. 31-60
	WALMART QC #3017~WALQC3017	WALMART	IN	0001789698	12/29/2023	16.56	53	b. 31-60
	WALMART QC #3035~WALQC3035	WALMART	IN	0001789695	12/29/2023	53.35	53	b. 31-60
	WALMART QC #3044~WALQC3044	WALMART	IN	0001789281	12/29/2023	33.12	53	b. 31-60
	WALMART QC #3044~WALQC3044	WALMART	IN	0001789696	12/29/2023	66.24	53	b. 31-60
	WALMART QC #3140~WALQC3140	WALMART	IN	0001789693	12/29/2023	95.12	53	b. 31-60
	WALMART QC #3739~WALQC3739	WALMART	IN	0001789692	12/29/2023	105.52	53	b. 31-60
	WALMART QC #5832~WALQC5832	WALMART	IN	0001789694	12/29/2023	33.12	53	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511876	12/31/2023	284.28	51	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511877	12/31/2023	181.80	51	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511878	12/31/2023	68.32	51	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511880	12/31/2023	158.52	51	b. 31-60
9028654000	WALMART ATL #3081~9028654000	WALMART	IN	0001790067	1/2/2024	282.72	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511700	1/2/2024	66.16	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511736	1/2/2024	91.60	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511737	1/2/2024	64.00	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511746	1/2/2024	32.00	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511757	1/2/2024	124.36	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511816	1/2/2024	90.20	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511828	1/2/2024	25.44	49	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511852	1/2/2024	32.00	49	b. 31-60
	WALMART QC #1020~WALQC1020	WALMART	IN	0001789940	1/2/2024	154.79	49	b. 31-60
	WALMART QC #1032~WALQC1032	WALMART	IN	0001789704	1/2/2024	125.75	49	b. 31-60
	WALMART QC #1086~WALQC1086	WALMART	IN	0001790070	1/2/2024	455.02	49	b. 31-60
	WALMART QC #1132~WALQC1132	WALMART	IN	0001790071	1/2/2024	95.12	49	b. 31-60
	WALMART QC #1185~WALQC1185	WALMART	IN	0001789941	1/2/2024	201.12	49	b. 31-60
	WALMART QC #1190~WALQC1190	WALMART	IN	0001790078	1/2/2024	49.68	49	b. 31-60
	WALMART QC #1201~WALQC1201	WALMART	IN	0001789942	1/2/2024	66.24	49	b. 31-60
	WALMART QC #1203~WALQC1203	WALMART	IN	0001790074	1/2/2024	182.83	49	b. 31-60
	WALMART QC #1212~WALQC1212	WALMART	IN	0001790079	1/2/2024	49.68	49	b. 31-60
	WALMART QC #3007~WALQC3007	WALMART	IN	0001790080	1/2/2024	178.96	49	b. 31-60
	WALMART QC #3047~WALQC3047	WALMART	IN	0001789943	1/2/2024	137.52	49	b. 31-60
	WALMART QC #3052~WALQC3052	WALMART	IN	0001790075	1/2/2024	16.56	49	b. 31-60
	WALMART QC #3074~WALQC3074	WALMART	IN	0001789944	1/2/2024	255.18	49	b. 31-60
	WALMART QC #3080~WALQC3080	WALMART	IN	0001789945	1/2/2024	33.12	49	b. 31-60
	WALMART QC #3085~WALQC3085	WALMART	IN	0001789705	1/2/2024	34.16	49	b. 31-60
	WALMART QC #3089~WALQC3089	WALMART	IN	0001789947	1/2/2024	88.96	49	b. 31-60
	WALMART QC #3090~WALQC3090	WALMART	IN	0001790076	1/2/2024	279.90	49	b. 31-60
	WALMART QC #3125~WALQC3125	WALMART	IN	0001790081	1/2/2024	202.72	49	b. 31-60

	WALMART QC #3132~WALQC3132	WALMART	IN	0001789948	1/2/2024	49.68	49	b. 31-60
	WALMART QC #3143~WALQC3143	WALMART	IN	0001790077	1/2/2024	103.03	49	b. 31-60
	WALMART QC #3146~WALQC3146	WALMART	IN	0001789949	1/2/2024	69.91	49	b. 31-60
	WALMART QC #3189~WALQC3189	WALMART	IN	0001789950	1/2/2024	100.40	49	b. 31-60
	WALMART QC #3190~WALQC3190	WALMART	IN	0001789951	1/2/2024	88.96	49	b. 31-60
	WALMART QC #3639~WALQC3639	WALMART	IN	0001790072	1/2/2024	276.94	49	b. 31-60
	WALMART QC #3642~WALQC3642	WALMART	IN	0001790073	1/2/2024	104.07	49	b. 31-60
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	CR	CN_0001791289	1/3/2024	(3,185.28)	48	b. 31-60
21843	WAL-MART CANADA CORP	WALMART	IN	IN000004288	1/3/2024	16,341.21	48	b. 31-60
21843	WAL-MART CANADA CORP	WALMART	IN	IN000004289	1/3/2024	51,140.02	48	b. 31-60
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001790084	1/3/2024	65,419.20	48	b. 31-60
4165372561	WAL-MART TORONTO DUFFERIN~4165372561	WALMART	IN	0001790378	1/3/2024	319.16	48	b. 31-60
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001789914	1/3/2024	19,111.68	48	b. 31-60
6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001790196	1/3/2024	24,010.56	48	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511939	1/3/2024	50.88	48	b. 31-60
	WALMART QC #1040~WALQC1040	WALMART	IN	0001789716	1/3/2024	36.79	48	b. 31-60
	WALMART QC #1085~WALQC1085	WALMART	IN	0001789714	1/3/2024	16.56	48	b. 31-60
	WALMART QC #1183~WALQC1183	WALMART	IN	0001789712	1/3/2024	126.94	48	b. 31-60
	WALMART QC #1189~WALQC1189	WALMART	IN	0001789715	1/3/2024	295.91	48	b. 31-60
	WALMART QC #3046~WALQC3046	WALMART	IN	0001789713	1/3/2024	236.48	48	b. 31-60
	WALMART QC #3079~WALQC3079	WALMART	IN	0001789709	1/3/2024	49.68	48	b. 31-60
	WALMART QC #3094~WALQC3094	WALMART	IN	0001789710	1/3/2024	33.12	48	b. 31-60
	WALMART QC #3108~WALQC3108	WALMART	IN	0001789706	1/3/2024	53.35	48	b. 31-60
	WALMART QC #3136~WALQC3136	WALMART	IN	0001789717	1/3/2024	16.56	48	b. 31-60
	WALMART QC #3139~WALQC3139	WALMART	IN	0001789718	1/3/2024	135.60	48	b. 31-60
	WALMART QC #3165~WALQC3165	WALMART	IN	0001789711	1/3/2024	49.68	48	b. 31-60
	WALMART QC #3198~WALQC3198	WALMART	IN	0001790082	1/3/2024	33.12	48	b. 31-60
	WALMART QC #3646~WALQC3646	WALMART	IN	0001789953	1/3/2024	55.84	48	b. 31-60
	WALMART QC #3647~WALQC3647	WALMART	IN	0001789707	1/3/2024	33.12	48	b. 31-60
	WALMART QC #3655~WALQC3655	WALMART	IN	0001790083	1/3/2024	33.12	48	b. 31-60
	WALMART QC #3656~WALQC3656	WALMART	IN	0001789708	1/3/2024	119.59	48	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511910	1/4/2024	183.20	47	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512010	1/4/2024	64.00	47	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512011	1/4/2024	56.04	47	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512051	1/4/2024	32.00	47	b. 31-60
	WALMART QC #1045~WALQC1045	WALMART	IN	0001789720	1/4/2024	69.91	47	b. 31-60
	WALMART QC #1045~WALQC1045	WALMART	IN	0001790425	1/4/2024	66.24	47	b. 31-60
	WALMART QC #1076~WALQC1076	WALMART	IN	0001789719	1/4/2024	241.28	47	b. 31-60
	WALMART QC #1076~WALQC1076	WALMART	IN	0001790424	1/4/2024	241.28	47	b. 31-60
	WALMART QC #3023~WALQC3023	WALMART	IN	0001789724	1/4/2024	265.11	47	b. 31-60
	WALMART QC #3023~WALQC3023	WALMART	IN	0001790429	1/4/2024	265.11	47	b. 31-60
	WALMART QC #3039~WALQC3039	WALMART	IN	0001789725	1/4/2024	105.52	47	b. 31-60
	WALMART QC #3039~WALQC3039	WALMART	IN	0001790430	1/4/2024	88.96	47	b. 31-60

	WALMART QC #3086~WALQC3086	WALMART	IN	0001789721	1/4/2024	16.56	47	b. 31-60
	WALMART QC #3086~WALQC3086	WALMART	IN	0001790426	1/4/2024	106.56	47	b. 31-60
	WALMART QC #3148~WALQC3148	WALMART	IN	0001789722	1/4/2024	16.56	47	b. 31-60
	WALMART QC #3148~WALQC3148	WALMART	IN	0001790427	1/4/2024	16.56	47	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001789723	1/4/2024	118.47	47	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001790428	1/4/2024	174.31	47	b. 31-60
	WALMART QC #5839~WALQC5839	WALMART	IN	0001789726	1/4/2024	16.56	47	b. 31-60
	WALMART QC #5839~WALQC5839	WALMART	IN	0001790431	1/4/2024	16.56	47	b. 31-60
9056151018	WALMART SC MISSISSAUGA EA~9056151018	WALMART	IN	0001790598	1/5/2024	344.20	46	b. 31-60
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001790595	1/5/2024	28,667.52	46	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511951	1/5/2024	122.20	46	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511952	1/5/2024	96.00	46	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000511975	1/5/2024	66.16	46	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512069	1/5/2024	34.16	46	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512070	1/5/2024	34.16	46	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512088	1/5/2024	100.32	46	b. 31-60
	WALMART QC #1057~WALQC1057	WALMART	IN	0001790436	1/5/2024	16.56	46	b. 31-60
	WALMART QC #1202~WALQC1202	WALMART	IN	0001790442	1/5/2024	125.75	46	b. 31-60
	WALMART QC #3035~WALQC3035	WALMART	IN	0001790440	1/5/2024	16.56	46	b. 31-60
	WALMART QC #3044~WALQC3044	WALMART	IN	0001790441	1/5/2024	105.52	46	b. 31-60
	WALMART QC #3140~WALQC3140	WALMART	IN	0001790438	1/5/2024	134.40	46	b. 31-60
	WALMART QC #3739~WALQC3739	WALMART	IN	0001790437	1/5/2024	105.52	46	b. 31-60
	WALMART QC #5832~WALQC5832	WALMART	IN	0001790439	1/5/2024	33.12	46	b. 31-60
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001790868	1/7/2024	32,150.40	44	b. 31-60
6138312636	WALMART SUPERCENTRE KANAT~6138312636	WALMART	IN	0001790769	1/8/2024	324.60	43	b. 31-60
9052575740	WALMART OAKVILLE #3064~9052575740	WALMART	IN	0001790837	1/8/2024	361.80	43	b. 31-60
9053896333	WALMART HAMILTON #3037~9053896333	WALMART	IN	0001790845	1/8/2024	345.68	43	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512132	1/8/2024	34.16	43	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512193	1/8/2024	85.04	43	b. 31-60
	WALMART QC #1020~WALQC1020	WALMART	IN	0001790636	1/8/2024	138.64	43	b. 31-60
	WALMART QC #1020~WALQC1020	WALMART	IN	0001790637	1/8/2024	137.11	43	b. 31-60
	WALMART QC #1032~WALQC1032	WALMART	IN	0001790443	1/8/2024	105.52	43	b. 31-60
	WALMART QC #1185~WALQC1185	WALMART	IN	0001790644	1/8/2024	286.47	43	b. 31-60
	WALMART QC #1201~WALQC1201	WALMART	IN	0001790633	1/8/2024	132.48	43	b. 31-60
	WALMART QC #3047~WALQC3047	WALMART	IN	0001790646	1/8/2024	305.19	43	b. 31-60
	WALMART QC #3047~WALQC3047	WALMART	IN	0001790647	1/8/2024	16.56	43	b. 31-60
	WALMART QC #3074~WALQC3074	WALMART	IN	0001790639	1/8/2024	359.58	43	b. 31-60
	WALMART QC #3080~WALQC3080	WALMART	IN	0001790630	1/8/2024	125.75	43	b. 31-60
	WALMART QC #3080~WALQC3080	WALMART	IN	0001790631	1/8/2024	16.56	43	b. 31-60
	WALMART QC #3089~WALQC3089	WALMART	IN	0001790634	1/8/2024	155.20	43	b. 31-60
	WALMART QC #3132~WALQC3132	WALMART	IN	0001790635	1/8/2024	86.47	43	b. 31-60
	WALMART QC #3146~WALQC3146	WALMART	IN	0001790640	1/8/2024	182.77	43	b. 31-60
	WALMART QC #3189~WALQC3189	WALMART	IN	0001790641	1/8/2024	152.16	43	b. 31-60

	WALMART QC #3189~WALQC3189	WALMART	IN	0001790642	1/8/2024	67.28	43	b. 31-60
	WALMART QC #3190~WALQC3190	WALMART	IN	0001790643	1/8/2024	158.87	43	b. 31-60
	WALMART QC #1040~WALQC1040	WALMART	IN	0001790651	1/9/2024	36.79	42	b. 31-60
	WALMART QC #1086~WALQC1086	WALMART	IN	0001790872	1/9/2024	674.64	42	b. 31-60
	WALMART QC #1132~WALQC1132	WALMART	IN	0001790873	1/9/2024	95.12	42	b. 31-60
	WALMART QC #1190~WALQC1190	WALMART	IN	0001790880	1/9/2024	49.68	42	b. 31-60
	WALMART QC #1203~WALQC1203	WALMART	IN	0001790876	1/9/2024	309.95	42	b. 31-60
	WALMART QC #1212~WALQC1212	WALMART	IN	0001790881	1/9/2024	49.68	42	b. 31-60
	WALMART QC #3007~WALQC3007	WALMART	IN	0001790882	1/9/2024	156.24	42	b. 31-60
	WALMART QC #3052~WALQC3052	WALMART	IN	0001790877	1/9/2024	55.84	42	b. 31-60
	WALMART QC #3090~WALQC3090	WALMART	IN	0001790878	1/9/2024	284.87	42	b. 31-60
	WALMART QC #3125~WALQC3125	WALMART	IN	0001790883	1/9/2024	181.04	42	b. 31-60
	WALMART QC #3136~WALQC3136	WALMART	IN	0001790649	1/9/2024	16.56	42	b. 31-60
	WALMART QC #3139~WALQC3139	WALMART	IN	0001790650	1/9/2024	135.60	42	b. 31-60
	WALMART QC #3143~WALQC3143	WALMART	IN	0001790879	1/9/2024	215.90	42	b. 31-60
	WALMART QC #3639~WALQC3639	WALMART	IN	0001790874	1/9/2024	223.59	42	b. 31-60
	WALMART QC #3642~WALQC3642	WALMART	IN	0001790875	1/9/2024	67.28	42	b. 31-60
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001790861	1/10/2024	6,370.56	41	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512298	1/10/2024	34.16	41	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512326	1/10/2024	32.00	41	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512328	1/10/2024	32.00	41	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512329	1/10/2024	85.04	41	b. 31-60
	WALMART QC #1085~WALQC1085	WALMART	IN	0001790665	1/10/2024	82.72	41	b. 31-60
	WALMART QC #1085~WALQC1085	WALMART	IN	0001790940	1/10/2024	156.30	41	b. 31-60
	WALMART QC #1183~WALQC1183	WALMART	IN	0001790663	1/10/2024	53.35	41	b. 31-60
	WALMART QC #1183~WALQC1183	WALMART	IN	0001790938	1/10/2024	16.56	41	b. 31-60
	WALMART QC #1189~WALQC1189	WALMART	IN	0001790666	1/10/2024	434.14	41	b. 31-60
	WALMART QC #1189~WALQC1189	WALMART	IN	0001790941	1/10/2024	524.28	41	b. 31-60
	WALMART QC #3046~WALQC3046	WALMART	IN	0001790664	1/10/2024	253.04	41	b. 31-60
	WALMART QC #3046~WALQC3046	WALMART	IN	0001790939	1/10/2024	267.11	41	b. 31-60
	WALMART QC #3079~WALQC3079	WALMART	IN	0001790660	1/10/2024	49.68	41	b. 31-60
	WALMART QC #3079~WALQC3079	WALMART	IN	0001790935	1/10/2024	49.68	41	b. 31-60
	WALMART QC #3094~WALQC3094	WALMART	IN	0001790661	1/10/2024	66.24	41	b. 31-60
	WALMART QC #3094~WALQC3094	WALMART	IN	0001790936	1/10/2024	115.92	41	b. 31-60
	WALMART QC #3108~WALQC3108	WALMART	IN	0001790656	1/10/2024	86.47	41	b. 31-60
	WALMART QC #3108~WALQC3108	WALMART	IN	0001790932	1/10/2024	123.26	41	b. 31-60
	WALMART QC #3165~WALQC3165	WALMART	IN	0001790662	1/10/2024	66.24	41	b. 31-60
	WALMART QC #3165~WALQC3165	WALMART	IN	0001790937	1/10/2024	105.52	41	b. 31-60
	WALMART QC #3180~WALQC3180	WALMART	IN	0001790654	1/10/2024	76.07	41	b. 31-60
	WALMART QC #3180~WALQC3180	WALMART	IN	0001790931	1/10/2024	112.86	41	b. 31-60
	WALMART QC #3198~WALQC3198	WALMART	IN	0001790884	1/10/2024	69.91	41	b. 31-60
	WALMART QC #3646~WALQC3646	WALMART	IN	0001790657	1/10/2024	163.44	41	b. 31-60
	WALMART QC #3647~WALQC3647	WALMART	IN	0001790658	1/10/2024	33.12	41	b. 31-60

	WALMART QC #3647~WALQC3647	WALMART	IN	0001790933	1/10/2024	69.91	41	b. 31-60
	WALMART QC #3655~WALQC3655	WALMART	IN	0001790885	1/10/2024	33.12	41	b. 31-60
	WALMART QC #3656~WALQC3656	WALMART	IN	0001790659	1/10/2024	185.83	41	b. 31-60
	WALMART QC #3656~WALQC3656	WALMART	IN	0001790934	1/10/2024	239.18	41	b. 31-60
5064521511	WALMART ATL #3032~5064521511	WALMART	IN	0001791291	1/11/2024	149.68	40	b. 31-60
5064521511	WALMART ATL #3032~5064521511	WALMART	IN	0001791293	1/11/2024	149.68	40	b. 31-60
9029280008	WALMART ATL #3061~9029280008	WALMART	IN	0001791295	1/11/2024	232.08	40	b. 31-60
9029280008	WALMART ATL #3061~9029280008	WALMART	IN	0001791297	1/11/2024	291.68	40	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512373	1/11/2024	34.16	40	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512401	1/11/2024	93.76	40	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512480	1/11/2024	34.16	40	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512482	1/11/2024	34.16	40	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512483	1/11/2024	34.16	40	b. 31-60
	WALMART QC #1045~WALQC1045	WALMART	IN	0001791157	1/11/2024	99.36	40	b. 31-60
	WALMART QC #1076~WALQC1076	WALMART	IN	0001791156	1/11/2024	294.63	40	b. 31-60
	WALMART QC #3014~WALQC3014	WALMART	IN	0001790887	1/11/2024	34.16	40	b. 31-60
	WALMART QC #3023~WALQC3023	WALMART	IN	0001791161	1/11/2024	265.11	40	b. 31-60
	WALMART QC #3039~WALQC3039	WALMART	IN	0001791162	1/11/2024	105.52	40	b. 31-60
	WALMART QC #3086~WALQC3086	WALMART	IN	0001791158	1/11/2024	72.40	40	b. 31-60
	WALMART QC #3148~WALQC3148	WALMART	IN	0001791159	1/11/2024	55.84	40	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001791160	1/11/2024	227.66	40	b. 31-60
	WALMART QC #5839~WALQC5839	WALMART	IN	0001791163	1/11/2024	53.35	40	b. 31-60
4167637325	WAL-MART TORONTO ST.CLAIR~4167637325	WALMART	IN	0001791500	1/12/2024	383.92	39	b. 31-60
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001791572	1/12/2024	14,752.32	39	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512402	1/12/2024	66.16	39	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512498	1/12/2024	34.16	39	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512530	1/12/2024	34.16	39	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512531	1/12/2024	59.60	39	b. 31-60
	WALMART QC #1057~WALQC1057	WALMART	IN	0001791305	1/12/2024	33.12	39	b. 31-60
	WALMART QC #1202~WALQC1202	WALMART	IN	0001791312	1/12/2024	212.22	39	b. 31-60
	WALMART QC #3017~WALQC3017	WALMART	IN	0001790945	1/12/2024	16.56	39	b. 31-60
	WALMART QC #3017~WALQC3017	WALMART	IN	0001790946	1/12/2024	33.12	39	b. 31-60
	WALMART QC #3035~WALQC3035	WALMART	IN	0001791310	1/12/2024	53.35	39	b. 31-60
	WALMART QC #3044~WALQC3044	WALMART	IN	0001791311	1/12/2024	105.52	39	b. 31-60
	WALMART QC #3137~WALQC3137	WALMART	IN	0001791304	1/12/2024	16.56	39	b. 31-60
	WALMART QC #3140~WALQC3140	WALMART	IN	0001791307	1/12/2024	145.84	39	b. 31-60
	WALMART QC #3739~WALQC3739	WALMART	IN	0001791306	1/12/2024	105.52	39	b. 31-60
	WALMART QC #5832~WALQC5832	WALMART	IN	0001791309	1/12/2024	69.91	39	b. 31-60
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001791434	1/14/2024	17,640.00	37	b. 31-60
6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001791433	1/14/2024	8,084.16	37	b. 31-60
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001791446	1/14/2024	4,898.88	37	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512618	1/14/2024	32.00	37	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512646	1/14/2024	66.16	37	b. 31-60

5194558910	WALMART LONDON #3049~5194558910	WALMART	IN	0001791685	1/15/2024	271.60	36	b. 31-60
6138379399	WALMART ORLEANS SUPER CEN~6138379399	WALMART	IN	0001791583	1/15/2024	407.52	36	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512633	1/15/2024	34.16	36	b. 31-60
	WALMART QC #1020~WALQC1020	WALMART	IN	0001791451	1/15/2024	312.54	36	b. 31-60
	WALMART QC #1032~WALQC1032	WALMART	IN	0001791313	1/15/2024	158.87	36	b. 31-60
	WALMART QC #1185~WALQC1185	WALMART	IN	0001791456	1/15/2024	344.61	36	b. 31-60
	WALMART QC #1201~WALQC1201	WALMART	IN	0001791448	1/15/2024	169.27	36	b. 31-60
	WALMART QC #3047~WALQC3047	WALMART	IN	0001791457	1/15/2024	430.94	36	b. 31-60
	WALMART QC #3074~WALQC3074	WALMART	IN	0001791452	1/15/2024	442.29	36	b. 31-60
	WALMART QC #3080~WALQC3080	WALMART	IN	0001791447	1/15/2024	105.52	36	b. 31-60
	WALMART QC #3085~WALQC3085	WALMART	IN	0001791167	1/15/2024	34.16	36	b. 31-60
	WALMART QC #3085~WALQC3085	WALMART	IN	0001791314	1/15/2024	34.16	36	b. 31-60
	WALMART QC #3089~WALQC3089	WALMART	IN	0001791449	1/15/2024	155.20	36	b. 31-60
	WALMART QC #3132~WALQC3132	WALMART	IN	0001791450	1/15/2024	86.47	36	b. 31-60
	WALMART QC #3146~WALQC3146	WALMART	IN	0001791453	1/15/2024	199.34	36	b. 31-60
	WALMART QC #3189~WALQC3189	WALMART	IN	0001791454	1/15/2024	275.28	36	b. 31-60
	WALMART QC #3190~WALQC3190	WALMART	IN	0001791455	1/15/2024	209.59	36	b. 31-60
	WALMART QC #5795~WALQC5795	WALMART	IN	0001791166	1/15/2024	36.79	36	b. 31-60
	Walmart Head Office	WALMART	CR	CN_WF9000512695	1/16/2024	(27.47)	35	b. 31-60
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001791435	1/16/2024	9,853.44	35	b. 31-60
9052709300	WALMART MISSISSAUGA #3055~9052709300	WALMART	IN	0001791751	1/16/2024	311.16	35	b. 31-60
9053713999	WALMART NIAGARA FALLS #31~9053713999	WALMART	IN	0001791741	1/16/2024	233.00	35	b. 31-60
9054046581	WALMART OSHAWA #3161~9054046581	WALMART	IN	0001791794	1/16/2024	137.52	35	b. 31-60
9058179688	WALMART HEARTLAND SUPER C~9058179688	WALMART	IN	0001791755	1/16/2024	36.16	35	b. 31-60
9058179688	WALMART HEARTLAND SUPER C~9058179688	WALMART	IN	0001791756	1/16/2024	187.96	35	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512604	1/16/2024	136.64	35	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512695	1/16/2024	54.94	35	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512724	1/16/2024	96.86	35	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512769	1/16/2024	32.00	35	b. 31-60
	WALMART QC #1040~WALQC1040	WALMART	IN	0001791317	1/16/2024	53.35	35	b. 31-60
	WALMART QC #1086~WALQC1086	WALMART	IN	0001791591	1/16/2024	621.09	35	b. 31-60
	WALMART QC #1132~WALQC1132	WALMART	IN	0001791592	1/16/2024	168.70	35	b. 31-60
	WALMART QC #1190~WALQC1190	WALMART	IN	0001791602	1/16/2024	103.03	35	b. 31-60
	WALMART QC #1203~WALQC1203	WALMART	IN	0001791595	1/16/2024	270.47	35	b. 31-60
	WALMART QC #1212~WALQC1212	WALMART	IN	0001791603	1/16/2024	49.68	35	b. 31-60
	WALMART QC #3007~WALQC3007	WALMART	IN	0001791605	1/16/2024	227.19	35	b. 31-60
	WALMART QC #3052~WALQC3052	WALMART	IN	0001791597	1/16/2024	55.84	35	b. 31-60
	WALMART QC #3090~WALQC3090	WALMART	IN	0001791599	1/16/2024	353.66	35	b. 31-60
	WALMART QC #3125~WALQC3125	WALMART	IN	0001791607	1/16/2024	197.60	35	b. 31-60
	WALMART QC #3136~WALQC3136	WALMART	IN	0001791315	1/16/2024	16.56	35	b. 31-60
	WALMART QC #3139~WALQC3139	WALMART	IN	0001791316	1/16/2024	171.35	35	b. 31-60
	WALMART QC #3143~WALQC3143	WALMART	IN	0001791600	1/16/2024	161.36	35	b. 31-60
	WALMART QC #3639~WALQC3639	WALMART	IN	0001791593	1/16/2024	297.18	35	b. 31-60

	WALMART QC #3642~WALQC3642	WALMART	IN	0001791594	1/16/2024	67.28	35	b. 31-60
4165372561	WAL-MART TORONTO DUFFERIN~4165372561	WALMART	IN	0001791915	1/17/2024	520.28	34	b. 31-60
4165372561	WAL-MART TORONTO DUFFERIN~4165372561	WALMART	IN	0001791916	1/17/2024	36.16	34	b. 31-60
9057094494	WALMART THORNHILL #5831~9057094494	WALMART	IN	0001791956	1/17/2024	271.00	34	b. 31-60
9057098921	WAL-MART SC RICHMOND HILL~9057098921	WALMART	IN	0001791959	1/17/2024	260.72	34	b. 31-60
9058410300	WAL-MART SUPER CENTRE AUR~9058410300	WALMART	IN	0001791969	1/17/2024	245.72	34	b. 31-60
9058646027	WALMART MILTON #1000~9058646027	WALMART	IN	0001791903	1/17/2024	365.20	34	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512735	1/17/2024	41.92	34	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512791	1/17/2024	102.48	34	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512804	1/17/2024	32.00	34	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512805	1/17/2024	110.48	34	b. 31-60
	WALMART QC #1085~WALQC1085	WALMART	IN	0001791612	1/17/2024	36.79	34	b. 31-60
	WALMART QC #1085~WALQC1085	WALMART	IN	0001791818	1/17/2024	99.28	34	b. 31-60
	WALMART QC #1183~WALQC1183	WALMART	IN	0001791611	1/17/2024	36.79	34	b. 31-60
	WALMART QC #1183~WALQC1183	WALMART	IN	0001791814	1/17/2024	114.80	34	b. 31-60
	WALMART QC #1189~WALQC1189	WALMART	IN	0001791820	1/17/2024	521.65	34	b. 31-60
	WALMART QC #3046~WALQC3046	WALMART	IN	0001791816	1/17/2024	213.76	34	b. 31-60
	WALMART QC #3079~WALQC3079	WALMART	IN	0001791810	1/17/2024	118.00	34	b. 31-60
	WALMART QC #3094~WALQC3094	WALMART	IN	0001791811	1/17/2024	115.92	34	b. 31-60
	WALMART QC #3108~WALQC3108	WALMART	IN	0001791608	1/17/2024	36.79	34	b. 31-60
	WALMART QC #3108~WALQC3108	WALMART	IN	0001791806	1/17/2024	69.91	34	b. 31-60
	WALMART QC #3165~WALQC3165	WALMART	IN	0001791812	1/17/2024	206.96	34	b. 31-60
	WALMART QC #3180~WALQC3180	WALMART	IN	0001791804	1/17/2024	87.84	34	b. 31-60
	WALMART QC #3198~WALQC3198	WALMART	IN	0001791609	1/17/2024	140.87	34	b. 31-60
	WALMART QC #3646~WALQC3646	WALMART	IN	0001791459	1/17/2024	159.91	34	b. 31-60
	WALMART QC #3647~WALQC3647	WALMART	IN	0001791807	1/17/2024	33.12	34	b. 31-60
	WALMART QC #3655~WALQC3655	WALMART	IN	0001791610	1/17/2024	33.12	34	b. 31-60
	WALMART QC #3656~WALQC3656	WALMART	IN	0001791808	1/17/2024	202.39	34	b. 31-60
7054721704	WALMART NORTH BAY #3063~7054721704	WALMART	IN	0001792099	1/18/2024	222.12	33	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512827	1/18/2024	34.16	33	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512829	1/18/2024	34.16	33	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512832	1/18/2024	183.20	33	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512862	1/18/2024	64.00	33	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512962	1/18/2024	34.16	33	b. 31-60
	WALMART QC #1045~WALQC1045	WALMART	IN	0001791926	1/18/2024	115.92	33	b. 31-60
	WALMART QC #1076~WALQC1076	WALMART	IN	0001791925	1/18/2024	257.84	33	b. 31-60
	WALMART QC #3014~WALQC3014	WALMART	IN	0001791822	1/18/2024	34.16	33	b. 31-60
	WALMART QC #3023~WALQC3023	WALMART	IN	0001791934	1/18/2024	265.11	33	b. 31-60
	WALMART QC #3039~WALQC3039	WALMART	IN	0001791935	1/18/2024	36.79	33	b. 31-60
	WALMART QC #3039~WALQC3039	WALMART	IN	0001791936	1/18/2024	105.52	33	b. 31-60
	WALMART QC #3039~WALQC3039	WALMART	IN	0001791937	1/18/2024	16.56	33	b. 31-60
	WALMART QC #3086~WALQC3086	WALMART	IN	0001791927	1/18/2024	16.56	33	b. 31-60
	WALMART QC #3086~WALQC3086	WALMART	IN	0001791928	1/18/2024	106.56	33	b. 31-60

	WALMART QC #3086~WALQC3086	WALMART	IN	0001791929	1/18/2024	36.79	33	b. 31-60
	WALMART QC #3148~WALQC3148	WALMART	IN	0001791930	1/18/2024	55.84	33	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001791931	1/18/2024	16.56	33	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001791932	1/18/2024	73.58	33	b. 31-60
	WALMART QC #3149~WALQC3149	WALMART	IN	0001791933	1/18/2024	190.87	33	b. 31-60
	WALMART QC #5839~WALQC5839	WALMART	IN	0001791938	1/18/2024	33.12	33	b. 31-60
	Walmart Head Office	WALMART	CR	CN_WF9000512985	1/19/2024	(34.16)	32	b. 31-60
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001792327	1/19/2024	20,800.80	32	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512860	1/19/2024	34.16	32	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512861	1/19/2024	66.16	32	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512972	1/19/2024	66.16	32	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000512985	1/19/2024	136.64	32	b. 31-60
	Walmart Head Office	WALMART	IN	WF0000513031	1/19/2024	25.44	32	b. 31-60
	WALMART QC #3017~WALQC3017	WALMART	IN	0001791947	1/19/2024	33.12	32	b. 31-60
	WALMART QC #3035~WALQC3035	WALMART	IN	0001791945	1/19/2024	16.56	32	b. 31-60
	WALMART QC #5832~WALQC5832	WALMART	IN	0001791944	1/19/2024	33.12	32	b. 31-60
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001792014	1/21/2024	20,062.08	30	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513122	1/21/2024	34.16	30	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513123	1/21/2024	59.60	30	a. 1-30
	WALMART QC #1032~WALQC1032	WALMART	IN	0001792016	1/21/2024	138.64	30	a. 1-30
	WALMART QC #1040~WALQC1040	WALMART	IN	0001792017	1/21/2024	16.56	30	a. 1-30
	WALMART QC #1057~WALQC1057	WALMART	IN	0001792018	1/21/2024	53.35	30	a. 1-30
	WALMART QC #1057~WALQC1057	WALMART	IN	0001792019	1/21/2024	16.56	30	a. 1-30
	WALMART QC #1202~WALQC1202	WALMART	IN	0001792021	1/21/2024	304.85	30	a. 1-30
	WALMART QC #3044~WALQC3044	WALMART	IN	0001792023	1/21/2024	36.79	30	a. 1-30
	WALMART QC #3044~WALQC3044	WALMART	IN	0001792024	1/21/2024	120.96	30	a. 1-30
	WALMART QC #3044~WALQC3044	WALMART	IN	0001792025	1/21/2024	16.56	30	a. 1-30
	WALMART QC #3136~WALQC3136	WALMART	IN	0001792026	1/21/2024	16.56	30	a. 1-30
	WALMART QC #3137~WALQC3137	WALMART	IN	0001792027	1/21/2024	49.68	30	a. 1-30
	WALMART QC #3139~WALQC3139	WALMART	IN	0001792028	1/21/2024	101.44	30	a. 1-30
	WALMART QC #3140~WALQC3140	WALMART	IN	0001792029	1/21/2024	145.84	30	a. 1-30
	WALMART QC #3656~WALQC3656	WALMART	IN	0001792030	1/21/2024	73.58	30	a. 1-30
	WALMART QC #3739~WALQC3739	WALMART	IN	0001792031	1/21/2024	105.52	30	a. 1-30
9052575740	WALMART OAKVILLE #3064~9052575740	WALMART	IN	0001792401	1/22/2024	36.16	29	a. 1-30
9052575740	WALMART OAKVILLE #3064~9052575740	WALMART	IN	0001792402	1/22/2024	36.16	29	a. 1-30
9052575740	WALMART OAKVILLE #3064~9052575740	WALMART	IN	0001792403	1/22/2024	247.56	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513063	1/22/2024	34.16	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513070	1/22/2024	34.16	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513113	1/22/2024	34.16	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513142	1/22/2024	32.00	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513143	1/22/2024	59.60	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513158	1/22/2024	32.00	29	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513169	1/22/2024	47.17	29	a. 1-30

	WALMART QC #1020~WALQC1020	WALMART	IN	0001792172	1/22/2024	73.58	29	a. 1-30
	WALMART QC #1020~WALQC1020	WALMART	IN	0001792173	1/22/2024	292.31	29	a. 1-30
	WALMART QC #1032~WALQC1032	WALMART	IN	0001792167	1/22/2024	36.79	29	a. 1-30
	WALMART QC #1185~WALQC1185	WALMART	IN	0001792184	1/22/2024	16.56	29	a. 1-30
	WALMART QC #1185~WALQC1185	WALMART	IN	0001792185	1/22/2024	325.42	29	a. 1-30
	WALMART QC #1201~WALQC1201	WALMART	IN	0001792168	1/22/2024	115.92	29	a. 1-30
	WALMART QC #3047~WALQC3047	WALMART	IN	0001792186	1/22/2024	16.56	29	a. 1-30
	WALMART QC #3047~WALQC3047	WALMART	IN	0001792187	1/22/2024	377.59	29	a. 1-30
	WALMART QC #3047~WALQC3047	WALMART	IN	0001792188	1/22/2024	36.79	29	a. 1-30
	WALMART QC #3074~WALQC3074	WALMART	IN	0001792174	1/22/2024	16.56	29	a. 1-30
	WALMART QC #3074~WALQC3074	WALMART	IN	0001792175	1/22/2024	296.31	29	a. 1-30
	WALMART QC #3080~WALQC3080	WALMART	IN	0001792164	1/22/2024	16.56	29	a. 1-30
	WALMART QC #3080~WALQC3080	WALMART	IN	0001792165	1/22/2024	88.96	29	a. 1-30
	WALMART QC #3085~WALQC3085	WALMART	IN	0001791949	1/22/2024	68.32	29	a. 1-30
	WALMART QC #3089~WALQC3089	WALMART	IN	0001792169	1/22/2024	189.36	29	a. 1-30
	WALMART QC #3132~WALQC3132	WALMART	IN	0001792171	1/22/2024	49.68	29	a. 1-30
	WALMART QC #3146~WALQC3146	WALMART	IN	0001792176	1/22/2024	73.59	29	a. 1-30
	WALMART QC #3146~WALQC3146	WALMART	IN	0001792177	1/22/2024	268.07	29	a. 1-30
	WALMART QC #3189~WALQC3189	WALMART	IN	0001792179	1/22/2024	16.56	29	a. 1-30
	WALMART QC #3189~WALQC3189	WALMART	IN	0001792180	1/22/2024	258.72	29	a. 1-30
	WALMART QC #3190~WALQC3190	WALMART	IN	0001792182	1/22/2024	16.56	29	a. 1-30
	WALMART QC #3190~WALQC3190	WALMART	IN	0001792183	1/22/2024	156.24	29	a. 1-30
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001792012	1/23/2024	14,929.92	28	a. 1-30
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001792013	1/23/2024	15,668.64	28	a. 1-30
9056080922	WALMART MISSISSAUGA #3654~9056080922	WALMART	IN	0001792433	1/23/2024	228.12	28	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513066	1/23/2024	162.08	28	a. 1-30
	WALMART QC #1085~WALQC1085	WALMART	IN	0001792521	1/23/2024	73.58	28	a. 1-30
	WALMART QC #1086~WALQC1086	WALMART	IN	0001792189	1/23/2024	36.79	28	a. 1-30
	WALMART QC #1086~WALQC1086	WALMART	IN	0001792508	1/23/2024	584.30	28	a. 1-30
	WALMART QC #1132~WALQC1132	WALMART	IN	0001792509	1/23/2024	95.12	28	a. 1-30
	WALMART QC #1190~WALQC1190	WALMART	IN	0001792517	1/23/2024	33.12	28	a. 1-30
	WALMART QC #1203~WALQC1203	WALMART	IN	0001792513	1/23/2024	307.26	28	a. 1-30
	WALMART QC #1212~WALQC1212	WALMART	IN	0001792518	1/23/2024	49.68	28	a. 1-30
	WALMART QC #3007~WALQC3007	WALMART	IN	0001792193	1/23/2024	36.79	28	a. 1-30
	WALMART QC #3007~WALQC3007	WALMART	IN	0001792519	1/23/2024	190.40	28	a. 1-30
	WALMART QC #3052~WALQC3052	WALMART	IN	0001792514	1/23/2024	55.84	28	a. 1-30
	WALMART QC #3090~WALQC3090	WALMART	IN	0001792192	1/23/2024	73.59	28	a. 1-30
	WALMART QC #3090~WALQC3090	WALMART	IN	0001792515	1/23/2024	317.99	28	a. 1-30
	WALMART QC #3125~WALQC3125	WALMART	IN	0001792520	1/23/2024	146.88	28	a. 1-30
	WALMART QC #3143~WALQC3143	WALMART	IN	0001792516	1/23/2024	177.92	28	a. 1-30
	WALMART QC #3639~WALQC3639	WALMART	IN	0001792190	1/23/2024	73.59	28	a. 1-30
	WALMART QC #3639~WALQC3639	WALMART	IN	0001792510	1/23/2024	240.15	28	a. 1-30
	WALMART QC #3642~WALQC3642	WALMART	IN	0001792191	1/23/2024	36.79	28	a. 1-30

	WALMART QC #3642~WALQC3642	WALMART	IN	0001792512	1/23/2024	104.07	28	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513268	1/24/2024	135.92	27	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513269	1/24/2024	64.00	27	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513323	1/24/2024	32.00	27	a. 1-30
	WALMART QC #1085~WALQC1085	WALMART	IN	0001792536	1/24/2024	113.68	27	a. 1-30
	WALMART QC #1183~WALQC1183	WALMART	IN	0001792533	1/24/2024	163.36	27	a. 1-30
	WALMART QC #1189~WALQC1189	WALMART	IN	0001792537	1/24/2024	468.30	27	a. 1-30
	WALMART QC #3046~WALQC3046	WALMART	IN	0001792534	1/24/2024	197.20	27	a. 1-30
	WALMART QC #3079~WALQC3079	WALMART	IN	0001792530	1/24/2024	151.12	27	a. 1-30
	WALMART QC #3094~WALQC3094	WALMART	IN	0001792531	1/24/2024	115.92	27	a. 1-30
	WALMART QC #3108~WALQC3108	WALMART	IN	0001792523	1/24/2024	36.79	27	a. 1-30
	WALMART QC #3108~WALQC3108	WALMART	IN	0001792524	1/24/2024	65.12	27	a. 1-30
	WALMART QC #3165~WALQC3165	WALMART	IN	0001792532	1/24/2024	190.40	27	a. 1-30
	WALMART QC #3180~WALQC3180	WALMART	IN	0001792522	1/24/2024	119.84	27	a. 1-30
	WALMART QC #3198~WALQC3198	WALMART	IN	0001792525	1/24/2024	140.87	27	a. 1-30
	WALMART QC #3646~WALQC3646	WALMART	IN	0001792526	1/24/2024	123.12	27	a. 1-30
	WALMART QC #3647~WALQC3647	WALMART	IN	0001792527	1/24/2024	49.68	27	a. 1-30
	WALMART QC #3655~WALQC3655	WALMART	IN	0001792528	1/24/2024	49.68	27	a. 1-30
	WALMART QC #3656~WALQC3656	WALMART	IN	0001792529	1/24/2024	206.06	27	a. 1-30
7055231300	WALMART SUDBURY #1105~7055231300	WALMART	IN	0001792649	1/25/2024	72.32	26	a. 1-30
7055231300	WALMART SUDBURY #1105~7055231300	WALMART	IN	0001792650	1/25/2024	159.80	26	a. 1-30
9056709966	WALMART MISSISSAUGA DC 70~9056709966	WALMART	IN	0001792734	1/25/2024	10,769.76	26	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513316	1/25/2024	32.00	26	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513350	1/25/2024	85.04	26	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513371	1/25/2024	34.16	26	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513402	1/25/2024	34.16	26	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513403	1/25/2024	102.48	26	a. 1-30
	WALMART QC #1045~WALQC1045	WALMART	IN	0001792737	1/25/2024	99.36	26	a. 1-30
	WALMART QC #1076~WALQC1076	WALMART	IN	0001792736	1/25/2024	257.84	26	a. 1-30
	WALMART QC #3023~WALQC3023	WALMART	IN	0001792742	1/25/2024	228.32	26	a. 1-30
	WALMART QC #3039~WALQC3039	WALMART	IN	0001792744	1/25/2024	138.64	26	a. 1-30
	WALMART QC #3086~WALQC3086	WALMART	IN	0001792738	1/25/2024	123.12	26	a. 1-30
	WALMART QC #3148~WALQC3148	WALMART	IN	0001792740	1/25/2024	55.84	26	a. 1-30
	WALMART QC #3149~WALQC3149	WALMART	IN	0001792741	1/25/2024	223.99	26	a. 1-30
	WALMART QC #5839~WALQC5839	WALMART	IN	0001792745	1/25/2024	16.56	26	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513306	1/26/2024	32.00	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513315	1/26/2024	25.44	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513351	1/26/2024	25.44	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513466	1/26/2024	34.16	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513491	1/26/2024	32.00	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513495	1/26/2024	68.32	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513496	1/26/2024	34.16	25	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513497	1/26/2024	47.17	25	a. 1-30

	Walmart Head Office	WALMART	IN	WF0000513516	1/26/2024	234.84	25	a. 1-30
	WALMART QC #1057~WALQC1057	WALMART	IN	0001792751	1/26/2024	33.12	25	a. 1-30
	WALMART QC #1140~WALQC1140	WALMART	IN	0001792761	1/26/2024	68.32	25	a. 1-30
	WALMART QC #1202~WALQC1202	WALMART	IN	0001792759	1/26/2024	299.59	25	a. 1-30
	WALMART QC #3017~WALQC3017	WALMART	IN	0001792762	1/26/2024	33.12	25	a. 1-30
	WALMART QC #3035~WALQC3035	WALMART	IN	0001792756	1/26/2024	33.12	25	a. 1-30
	WALMART QC #3044~WALQC3044	WALMART	IN	0001792757	1/26/2024	154.08	25	a. 1-30
	WALMART QC #3137~WALQC3137	WALMART	IN	0001792750	1/26/2024	33.12	25	a. 1-30
	WALMART QC #3140~WALQC3140	WALMART	IN	0001792753	1/26/2024	148.47	25	a. 1-30
	WALMART QC #3739~WALQC3739	WALMART	IN	0001792752	1/26/2024	105.52	25	a. 1-30
	WALMART QC #5832~WALQC5832	WALMART	IN	0001792755	1/26/2024	33.12	25	a. 1-30
6139338665	WALMART DISTRIBUTION CORN~6139338665	WALMART	IN	0001792972	1/28/2024	5,132.16	23	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513549	1/29/2024	34.16	22	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513550	1/29/2024	59.60	22	a. 1-30
	WALMART QC #1020~WALQC1020	WALMART	IN	0001793006	1/29/2024	292.31	22	a. 1-30
	WALMART QC #1032~WALQC1032	WALMART	IN	0001792763	1/29/2024	138.64	22	a. 1-30
	WALMART QC #1185~WALQC1185	WALMART	IN	0001793012	1/29/2024	302.70	22	a. 1-30
	WALMART QC #1201~WALQC1201	WALMART	IN	0001793003	1/29/2024	115.92	22	a. 1-30
	WALMART QC #3002~WALQC3002	WALMART	IN	0001792764	1/29/2024	68.32	22	a. 1-30
	WALMART QC #3047~WALQC3047	WALMART	IN	0001793013	1/29/2024	479.19	22	a. 1-30
	WALMART QC #3074~WALQC3074	WALMART	IN	0001793007	1/29/2024	312.87	22	a. 1-30
	WALMART QC #3080~WALQC3080	WALMART	IN	0001793001	1/29/2024	105.52	22	a. 1-30
	WALMART QC #3085~WALQC3085	WALMART	IN	0001792765	1/29/2024	68.32	22	a. 1-30
	WALMART QC #3089~WALQC3089	WALMART	IN	0001793004	1/29/2024	155.20	22	a. 1-30
	WALMART QC #3132~WALQC3132	WALMART	IN	0001793005	1/29/2024	66.24	22	a. 1-30
	WALMART QC #3146~WALQC3146	WALMART	IN	0001793008	1/29/2024	251.51	22	a. 1-30
	WALMART QC #3189~WALQC3189	WALMART	IN	0001793010	1/29/2024	275.28	22	a. 1-30
	WALMART QC #3190~WALQC3190	WALMART	IN	0001793011	1/29/2024	172.80	22	a. 1-30
4032918500	WALMART #6080 DISTRIBUTIO~4032918500	WALMART	IN	0001792644	1/30/2024	8,084.16	21	a. 1-30
5068527050	WALMART DISTRIBUTION MONC~5068527050	WALMART	IN	0001792641	1/30/2024	5,132.16	21	a. 1-30
6045951250	WAL-MART DC #6072 SURREY ~6045951250	WALMART	IN	0001792643	1/30/2024	24,275.04	21	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513536	1/30/2024	25.44	21	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000513551	1/30/2024	32.00	21	a. 1-30
	WALMART QC #1040~WALQC1040	WALMART	IN	0001792768	1/30/2024	16.56	21	a. 1-30
	WALMART QC #1086~WALQC1086	WALMART	IN	0001793015	1/30/2024	584.30	21	a. 1-30
	WALMART QC #1132~WALQC1132	WALMART	IN	0001793017	1/30/2024	111.68	21	a. 1-30
	WALMART QC #1190~WALQC1190	WALMART	IN	0001793026	1/30/2024	49.68	21	a. 1-30
	WALMART QC #1203~WALQC1203	WALMART	IN	0001793020	1/30/2024	323.82	21	a. 1-30
	WALMART QC #1212~WALQC1212	WALMART	IN	0001793027	1/30/2024	66.24	21	a. 1-30
	WALMART QC #3007~WALQC3007	WALMART	IN	0001793029	1/30/2024	173.84	21	a. 1-30
	WALMART QC #3052~WALQC3052	WALMART	IN	0001793022	1/30/2024	72.40	21	a. 1-30
	WALMART QC #3090~WALQC3090	WALMART	IN	0001793023	1/30/2024	371.34	21	a. 1-30
	WALMART QC #3125~WALQC3125	WALMART	IN	0001793031	1/30/2024	163.44	21	a. 1-30

	WALMART QC #3136~WALQC3136	WALMART	IN	0001792766	1/30/2024	16.56	21	a. 1-30
	WALMART QC #3139~WALQC3139	WALMART	IN	0001792767	1/30/2024	118.00	21	a. 1-30
	WALMART QC #3143~WALQC3143	WALMART	IN	0001793024	1/30/2024	256.71	21	a. 1-30
	WALMART QC #3198~WALQC3198	WALMART	IN	0001793033	1/30/2024	175.03	21	a. 1-30
	WALMART QC #3639~WALQC3639	WALMART	IN	0001793018	1/30/2024	240.15	21	a. 1-30
	WALMART QC #3642~WALQC3642	WALMART	IN	0001793019	1/30/2024	233.55	21	a. 1-30
	WALMART QC #3655~WALQC3655	WALMART	IN	0001793034	1/30/2024	49.68	21	a. 1-30
	WALMART QC #1085~WALQC1085	WALMART	IN	0001793179	1/31/2024	147.84	20	a. 1-30
	WALMART QC #1183~WALQC1183	WALMART	IN	0001793177	1/31/2024	163.36	20	a. 1-30
	WALMART QC #1189~WALQC1189	WALMART	IN	0001793180	1/31/2024	483.74	20	a. 1-30
	WALMART QC #3046~WALQC3046	WALMART	IN	0001793178	1/31/2024	231.36	20	a. 1-30
	WALMART QC #3079~WALQC3079	WALMART	IN	0001793174	1/31/2024	151.12	20	a. 1-30
	WALMART QC #3094~WALQC3094	WALMART	IN	0001793175	1/31/2024	115.92	20	a. 1-30
	WALMART QC #3108~WALQC3108	WALMART	IN	0001793171	1/31/2024	65.12	20	a. 1-30
	WALMART QC #3165~WALQC3165	WALMART	IN	0001793176	1/31/2024	190.40	20	a. 1-30
	WALMART QC #3180~WALQC3180	WALMART	IN	0001793170	1/31/2024	119.84	20	a. 1-30
	WALMART QC #3646~WALQC3646	WALMART	IN	0001793035	1/31/2024	123.12	20	a. 1-30
	WALMART QC #3647~WALQC3647	WALMART	IN	0001793172	1/31/2024	49.68	20	a. 1-30
	WALMART QC #3656~WALQC3656	WALMART	IN	0001793173	1/31/2024	278.66	20	a. 1-30
	WALMART QC #1045~WALQC1045	WALMART	IN	0001793366	2/1/2024	99.36	19	a. 1-30
	WALMART QC #1076~WALQC1076	WALMART	IN	0001793365	2/1/2024	218.56	19	a. 1-30
	WALMART QC #3014~WALQC3014	WALMART	IN	0001793371	2/1/2024	34.16	19	a. 1-30
	WALMART QC #3023~WALQC3023	WALMART	IN	0001793370	2/1/2024	228.32	19	a. 1-30
	WALMART QC #3039~WALQC3039	WALMART	IN	0001793372	2/1/2024	191.99	19	a. 1-30
	WALMART QC #3086~WALQC3086	WALMART	IN	0001793367	2/1/2024	88.96	19	a. 1-30
	WALMART QC #3148~WALQC3148	WALMART	IN	0001793368	2/1/2024	87.84	19	a. 1-30
	WALMART QC #3149~WALQC3149	WALMART	IN	0001793369	2/1/2024	187.20	19	a. 1-30
	WALMART QC #5839~WALQC5839	WALMART	IN	0001793373	2/1/2024	49.68	19	a. 1-30
	WALMART QC #3017~WALQC3017	WALMART	IN	0001793381	2/2/2024	72.40	18	a. 1-30
	WALMART QC #3035~WALQC3035	WALMART	IN	0001793380	2/2/2024	33.12	18	a. 1-30
	WALMART QC #5832~WALQC5832	WALMART	IN	0001793379	2/2/2024	33.12	18	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000514102	2/5/2024	47.17	15	a. 1-30
	Walmart Head Office	WALMART	IN	WF0000514322	2/8/2024	47.17	12	a. 1-30

1,723,530.58

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 FEBRUARY 22, 2024

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TAB 3

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

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

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

B E T W E E N:

(Court Seal)

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

ORDER

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

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

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

SERVICE AND INTERPRETATION

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

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

EXTENSION OF THE PROPOSAL PERIOD

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

PROFESSIONAL FEES

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

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

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

ADMINISTRATION CHARGE

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

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

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

12. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this

Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

APPROVAL OF LIQUIDATION PLAN

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

DISTRIBUTION TO SECURED CREDITOR

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

WAGE EARNER PROTECTION PROGRAM ACT

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

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

SALES OUT OF ORDINARY COURSE

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

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

18. The Proposed Sale of the Schwan's Inventory, as described and defined in the Wakefield Affidavit, is hereby approved, and the Company is hereby authorized to take all such steps as are necessary to complete the Proposed Sale.

APPROVAL OF PROPOSAL TRUSTEE REPORT AND ACTIVITIES

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

GENERAL

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

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

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

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

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

to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

25. **THIS COURT ORDERS** that each of the Company or the Proposal Trustee shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

(Signature of judge, officer or registrar)

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

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

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

Proceeding Commenced at
Toronto

ORDER

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Toronto

MOTION RECORD
(RETURNABLE FEBRUARY 27, 2024)

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