

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**MOTION RECORD
(Returnable September 21, 2018)**

September 13, 2018

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

INDEX

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

INDEX

Tab	Document
1	Notice of Motion returnable September 21, 2018
2	Second Report of the Receiver dated September 12, 2018
A	Appointment Order of Justice Penny dated August 4, 2015 and Endorsement of Justice Matheson dated August 17, 2015
B	Special Report of the Receiver dated January 20, 2016 (without exhibits)
C	Supplemental Report of the Receiver dated March 29, 2016 (without exhibits)
D	Second Supplemental Report of the Receiver dated May 16, 2016
E	Declaration Order and Endorsement of Justice Conway dated May 19, 2016
F	Statement of Receipts and Disbursements for the period August 17, 2015 to August 31, 2018

- G Affidavit of Paul Casey of Deloitte Restructuring Inc. sworn September 5, 2018
- H Affidavit of D.J. Miller of Thornton Grout Finnigan LLP sworn September 12, 2018
- I Form of Receiver's Discharge Certificate
- 3 Draft Distribution, Fee Approval and Discharge Order

TAB 1

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**NOTICE OF MOTION
(Returnable September 21, 2018)**

DELOITTE RESTRUCTURING INC. (“**Deloitte**”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Freightcan Global Inc. (the “**Debtor**”) will make a motion to a Judge presiding over the Commercial List on September 21, 2018, at 10:00 a.m. or as soon after that time as the motion can be heard at the Courthouse located at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: This Motion is to be heard orally.

THIS MOTION IS FOR:

1. An Order, *inter alia*:

- (a) abridging the time for service of this Notice of Motion, if necessary, and the materials filed in support of the motion and dispensing with further service thereof;
- (b) approving the Second Report of the Receiver dated September 12, 2018 (the “**Final Report**”) and the activities and conduct of the Receiver described therein;
- (c) approving a partial distribution to HSBC Bank Canada (the “**Bank**”) with respect to the HSBC Receivership Advances (as defined in the Final Report) and authorizing and directing the Receiver to assign to the Bank all future receipts in connection with the within estate in partial satisfaction of the HSBC Receivership Advances;
- (d) authorizing and directing the Receiver to dispose of the Debtor’s records in the possession of the Receiver;
- (e) approving the fees and disbursements of the Receiver for the period August 17, 2015 to September 3, 2018 (the “**Receiver’s Fee Period**”);
- (f) approving the fees and disbursements of the Receiver’s legal counsel for the period May 1, 2017 to September 10, 2018 (the “**Counsel’s Fee Period**”);
- (g) discharging Deloitte as Receiver upon the filing of a Certificate confirming the completion of the Receiver’s remaining activities;

- (h) releasing and discharging Deloitte from any liability in connection with the discharge of its duties as Receiver and barring all claims against Deloitte in connection with the within estate upon its discharge as Receiver; and
- (i) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION are as follows:

Background

- 2. By Order of the Court dated August 4, 2015 (the “**Appointment Order**”) which, pursuant to the Endorsement of Justice Matheson, became effective on August 17, 2015 at 11:59 p.m., Deloitte was appointed upon application by the Bank as Receiver of the assets, undertakings and properties of the Debtor pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- 3. Since the date of the Appointment Order, the Receiver has, among other activities, collected accounts receivable and sought the return of funds removed from the receivership accounts immediately following the effective time of the receivership;

Statement of Receipts and Disbursements

- 4. During the cumulative receivership period August 17, 2015 to August 31, 2018, receipts totaled CAD\$435,148, including the HSBC Receivership Advances totalling \$214,102,

and the Receiver remitted priority payments totaling \$24,926 and made cash disbursements totaling \$284,822;

Distribution to the Bank

5. There are insufficient funds in the receivership trust account to repay even the HSBC Receivership Advances;
6. The Receiver is seeking the Court's authority to make a distribution to the Bank to partially repay the HSBC Receivership Advances, as well as the authority to distribute to the Bank any future receipts in partial satisfaction of the HSBC Receivership Advances;
7. Given that the Bank will suffer a shortfall in respect of the HSBC Receivership Advances, no funds will be available to distribute to other creditors;

Remaining Activities and Discharge of Receiver

8. Certain tasks need to be undertaken by the Receiver prior to the conclusion of the proceedings, which include, among other things, completing certain tax reporting and a final reconciliation of the Receiver's bank accounts;

Books and Records

9. The Receiver wishes to divest itself of all of the books and records of the Debtor in its possession by destroying the remaining books and records following the filing of the Receiver's Discharge Certificate with the Court;

10. The records to be destroyed are not required for the Receiver to complete its duties under the Appointment Order and there will be no prejudice to any party arising from the destruction of these records;

Fee Approval

11. The Receiver's fees and the fees of its legal counsel are detailed in the fee affidavits filed in support of this motion including estimates to complete the receivership;
12. The fees and disbursements of the Receiver during the Receiver's Fee Period total \$299,960.38, including HST;
13. The fees and disbursements of the Receiver's counsel, Thornton Grout Finnigan LLP, during the Counsel's Fee Period total \$10,655.53, including HST;
14. The fees and disbursements of the Receiver and of its legal counsel are fair and reasonable;
15. Subject to the distribution to the Bank and the completion of the Receiver's remaining activities as described in the Final Report, the Receiver has completed its administration of the within estates and the discharge of the Receiver is appropriate at this time;
16. The provisions of the Appointment Order;
17. Rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

18. Such other grounds as counsel may advise and this Honourable Court may deem just.

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

1. Second Report to the Court of the Receiver dated September 12, 2018; and
2. such further and other evidence as counsel may advise and this Honourable Court may permit.

September 12, 2018

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

**EMAIL SERVICE LIST
(AS AT SEPTEMBER 13, 2018)**

TO:	HSBC BANK CANADA 70 York St., 6th Floor Toronto, ON M5J 1S9 Stephen Wayland Tel: (416) 868-8052 Fax: (416) 868-3812 Email: stephen_wayland@hsbc.ca
AND TO:	DELOITTE RESTRUCTURING INC. Bay Adelaide Centre – East Tower 22 Adelaide Street West, Suite 200 Toronto, ON, M5H 0A9 Paul Casey Tel: (416) 775-7172 Email: paucasey@deloitte.ca Stefano Damiani Tel: (416) 874-4404 Fax: (416) 601-6690 Email: sdamiani@deloitte.ca Court-Appointed Receiver
AND TO:	THORNTON GROUT FINNIGAN LLP Suite 3200, TD West Tower 100 Wellington Street West P.O. Box 329, Toronto-Dominion Centre Toronto, ON M5K 1K7 D.J. Miller Tel: (416) 304-0559 Email: djmiller@tgf.ca Rachel Bengino Tel: 416-304-1153 Fax: 416-304-1313 Email: rbengino@tgf.ca Lawyers for the Receiver
AND TO:	DEPARTMENT OF JUSTICE Ontario Regional Office The Exchange Tower, Box 36

	130 King Street West Suite 3400 Toronto, ON M5X 1K6 Diane Winters Tel: (416) 973-3172 Fax: (416) 973-0810 Email: diane.winters@justice.gc.ca Lawyers for the Canada Revenue Agency
AND TO:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE Legal Services Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8H5 Kevin O'Hara Tel: (905) 433-6934 Fax: (905) 436-4510 Email: kevin.ohara@ontario.ca
AND TO:	BUSINESS DEVELOPMENT BANK OF CANADA 1243 Islington Avenue Suite 1001 Toronto, ON M8X 1Y9 Ruth Thomson Email: ruth.thomson@bdc.ca
AND TO:	FREIGHTCAN GLOBAL INC. 1515 Britannia Road East, Suite 15 Mississauga, ON L4W 4K1 Padmini Prasad Email: miniprasy30@gmail.com

AND TO:	2335898 ONTARIO INC. 25 Kingsbridge Garden Circle Unit 2425 Mississauga, ON L5R 4B1 Email: 2335898ontinc@gmail.com/miniprasy30@gmail.com
AND TO:	PADMINI PRASAD 25 Kingsbridge Garden Circle Unit 2425 Mississauga, ON L5R 4B1 Email: miniprasy30@gmail.com

EMAIL SERVICE LIST

stephen_wayland@hsbc.ca; paucasey@deloitte.ca; sdamiani@deloitte.ca; djmiller@tgf.ca ;
rbengino@tgf.ca; diane.winters@justice.gc.ca; kevin.ohara@ontario.ca; ruth.thomson@bdc.ca;
miniprasy30@gmail.com; 2335898ontinc@gmail.com/miniprasy30@gmail.com;
miniprasy30@gmail.com

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

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

Proceedings commenced at **Toronto**

NOTICE OF MOTION
Returnable September 21, 2018

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

TAB 2

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**SECOND REPORT OF THE RECEIVER
DATED SEPTEMBER 12, 2018**

TABLE OF CONTENTS

INTRODUCTION	- 4 -
TERMS OF REFERENCE	- 6 -
BACKGROUND	- 7 -
RECEIVER'S ACTIVITIES	- 7 -
CREDITORS	- 8 -
TRADE ACCOUNTS RECEIVABLE.....	- 9 -
STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	- 10 -
PARTIAL REPAYMENT OF HSBC RECEIVERSHIP ADVANCES AND ASSIGNMENT OF FUTURE RECOVERIES	- 11 -
PROFESSIONAL FEES	- 11 -
BOOKS AND RECORDS.....	- 12 -
REMAINING ACTIVITIES AND DISCHARGE OF THE RECEIVER.....	- 13 -
RECEIVER'S RECOMMENDATIONS.....	- 14 -

EXHIBITS

EXHIBIT	DESCRIPTION
A	Appointment Order of Justice Penny dated August 4, 2015 and Endorsement of Justice Matheson dated August 17, 2015
B	Special Report of the Receiver dated January 20, 2016 (without exhibits)
C	Supplemental Report of the Receiver dated March 29, 2016 (without exhibits)
D	Second Supplemental Report of the Receiver dated May 16, 2016
E	Declaration Order and Endorsement of Justice Conway dated May 19, 2016
F	Statement of Receipts and Disbursements for the period August 17, 2015 to August 31, 2018
G	Affidavit of Paul Casey of Deloitte Restructuring Inc. sworn September 5, 2018
H	Affidavit of D.J. Miller of Thornton Grout Finnigan LLP sworn September 12, 2018
I	Form of Receiver's Discharge Certificate

INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated August 4, 2015 (the “**Appointment Order**”), which pursuant to the Endorsement of Justice Matheson (the “**Endorsement**”), became effective on August 17, 2015 at 11:59 p.m., Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Freightcan Global Inc. (“**Freightcan**” or the “**Debtor**”) acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the “**Property**”). Copies of the Appointment Order and the Endorsement are attached hereto as Exhibit “**A**”.
2. The Appointment Order authorized the Receiver to, among other things, take possession of, and exercise control over the Property and any and all proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver was authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:
 - (a) without the approval of the Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (b) with the approval of the Court in respect of any transaction exceeding \$250,000 or exceeding \$1,000,000 in the aggregate.
3. On January 20, 2016, the Receiver issued its special report to the Court (the “**Special Report**”) for the purpose of, among other things, seeking an order of the Court for the return of funds removed from receivership accounts during the period immediately following the effective time of the receivership, and to seek relief against Padmini Prasad (“**Prasad**”), 2335898 Ontario Inc. (the “**Landlord**”), and certain other parties (the “**Non-Prasad Parties**”). A copy of the Special Report (without Exhibits) is attached hereto as Exhibit “**B**”.
4. On March 29, 2016, the Receiver issued its supplemental report of the Receiver to the Special Report (the “**Supplemental Report**”) for the purpose of, among other things, providing the Court with information with respect to events which had transpired following the service of its Special Report, and to address certain matters set out in affidavits sworn by representatives of the Non-Prasad Parties. A copy of the Supplemental Report (without Exhibits) is attached hereto as Exhibit “**C**”.
5. On May 16, 2016, the Receiver issued its second supplemental report of the Receiver to the Special Report (the “**Second Supplemental Report**”) which set out two settlement agreements entered into between the Receiver and the Non-Prasad Parties on May 11, 2016 and May 13, 2016,

respectively. A copy of the Second Supplemental Report (without Exhibits) is attached hereto as Exhibit “D”.

6. On May 19, 2016, the Court issued an Order (the “**Declaration Order**”) for the following:
 - (a) declaring that the Landlord and Prasad are in breach of the Appointment Order;
 - (b) ordering the Landlord to pay to the Receiver the sum of \$13,178.81, together with pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990 c. C.43.; and
 - (c) awarding costs of the motion in the amount of \$10,000.00 against the Landlord and Prasad on a joint and several basis (the “**Cost Awards**”).
7. Copies of the Declaration Order and the Endorsement of Justice Conway dated May 19, 2016 are attached hereto as Exhibit “E”.
8. The Appointment Order, together with related Court documents, additional Orders and the Receiver’s prior reports to the Court (the “**Prior Reports**”) have been posted on the Receiver’s website at <http://www.insolvencies.deloitte.ca/Freightcan>.
9. The purpose of this second report of the Receiver (the “**Second Report**”) is to provide the Court with the evidentiary basis to make an Order:
 - (a) approving the Second Report and the activities of the Receiver described herein;
 - (b) authorizing and directing the Receiver to make a partial repayment to HSBC Bank Canada (“**HSBC**” or the “**Bank**”) with respect to advances made by HSBC to the receivership estate (the “**HSBC Receivership Advances**”) using funds available in the estate after settlement of residual receivership costs and professional fees of the Receiver;
 - (c) authorizing an assignment to HSBC of the Receiver’s interest in any future recoveries, including but not limited to, the Cost Awards payable from the Landlord and Prasad pursuant to the Declaration Order, in satisfaction of the HSBC Receivership Advances;
 - (d) approving the Receiver’s Statement of Receipts and Disbursements for the period from August 17, 2015 to August 31, 2018;
 - (e) approving the professional fees and disbursements of the Receiver and its legal counsel in the amounts set out in the Second Report and authorizing the Receiver to pay all such fees and disbursements;

- (f) authorizing and directing the Receiver to dispose of the Debtor's records in the possession of the Receiver in the manner set out in the Second Report;
- (g) discharging the Receiver, subject to the Receiver completing its administration of the estate herein and distributing the remaining funds held by the Receiver in the manner more particularly described herein, as will be evidenced by the Receiver filing with the Court a Certificate (the "**Discharge Certificate**") in the form set out herein; and
- (h) barring all claims against the Receiver by any person upon the Receiver's discharge.

TERMS OF REFERENCE

10. In preparing this Second Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with former management of the Debtor, and information from third-party sources (collectively, the "**Information**"). As noted in the Special Report, the Receiver has found the books and records of the Debtor to be incomplete, inaccurate, and to contain material misstatements, and, accordingly, the Receiver is unable to place any reliance on the financial reports of Freightcan or the representations of Prasad. Except as described in the Second Report:
 - (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards, and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information;
 - (b) in view of the purpose of the Second Report, some of the financial information herein may not comply with generally accepted accounting principles; and
 - (c) the Receiver has prepared this Second Report in its capacity as a Court-appointed officer to support the Court's approval of the Receiver's activities and the other relief being sought. Parties using the Second Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes, and consequently should not be used for any other purpose.
11. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.

12. Unless otherwise provided, all other capitalized terms not otherwise defined in this Second Report are as defined in the Prior Reports or the Appointment Order.

BACKGROUND

13. The Debtor is an Ontario corporation which operated in the global logistics and freight forwarding industry. The Debtor primarily operated from premises located at 5155 Spectrum Way, Unit 15, Mississauga, Ontario (the “**Mississauga Office**”) which was leased from the Landlord, an entity related to the Debtor and its principals, and shared with certain other tenants. The Debtor also operated from leased premises located at 100 Menlo Park Drive, Suite 302 C, Edison, New Jersey, United States (the “**New Jersey Office**”).
14. Based on corporate profile reports generated on August 18, 2015 and February 21, 2018, Prasad is the President and sole director of Freightcan.
15. The Debtor had ceased operating under the Freightcan trading name on or before the date of the Appointment Order.

RECEIVER’S ACTIVITIES

16. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
 - (a) attended at the Mississauga Office and met with the employees on-site to advise them of the receivership and that pursuant to paragraph 14 of the Appointment Order, their employment by the Debtor had been terminated;
 - (b) met with Prasad to, among other things, review the available books and records, and discuss all outstanding accounts receivable, shipments in-transit and all known bank accounts;
 - (c) compiled invoice data and issued demand letters with respect to the Debtor’s accounts receivable and undertook collection efforts described herein;
 - (d) temporarily retained the Debtor’s financial contractor to, among other things, provide banking and accounts receivable details, and prepare final payroll calculations for the purpose of administering amounts due to employees under the *Wage Earner Protection Program Act* (“**WEPPA**”);

- (e) coordinated the delivery of records of employment and final T4 slips to the former employees of Freightcan;
- (f) informed Canada Revenue Agency (“CRA”) of the receivership and made arrangements with CRA to conduct an audit of Freightcan’s payroll tax account;
- (g) established the Receiver’s website and issued a Notice and Statement of the Receiver (“**Notice to Creditors**”) pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act (Canada)* (“**BIA**”);
- (h) as described more particularly in paragraphs 29 to 33 of the Special Report, issued receivership notification letters to several financial institutions;
- (i) took steps to recover certain unauthorized transfers made from undisclosed bank accounts of the Debtor, as described in the Prior Reports;
- (j) arranged for the electronic backing up of computer hard drives and communicated with the Debtor’s technology consultant and network service provider to ensure the preservation of the Debtor’s data;
- (k) arranged for the transfer and off-site storage of relevant books and records from the Mississauga Office;
- (l) arranged for the redirection of mail to the Receiver’s offices, and corresponded with Freightcan’s US. representative and the landlord of the New Jersey Office;
- (m) made arrangements for three auctioneers to attend at the Mississauga Office to inspect the Debtor’s office furniture and computer equipment, and negotiated respective sale transactions, which resulted in aggregate proceeds of \$5,050; and
- (n) addressed various additional matters as they arose from time to time.

CREDITORS

- 17. HSBC is the first secured creditor of the Debtor and the applicant in this proceeding. Freightcan’s indebtedness to HSBC was in excess of \$6.0 million as at the date of the Appointment Order.
- 18. The Debtor’s books and records also listed \$155,000 of secured indebtedness owing to Business Development Bank of Canada (“**BDC**”) in connection with funds advanced primarily to acquire certain equipment.

19. The Debtor had leased a vehicle through Ford Credit Canada Leasing (“**Ford**”). The Receiver understood that Prasad used the vehicle for personal purposes. The Receiver notified Ford of the receivership which subsequently made its arrangements to transfer the lease to Prasad.
20. In addition to more than \$6.2 million owing to secured creditors, the Debtor’s records set out \$2.5 million owing to unsecured creditors as at the date of the Appointment Order.
21. A payroll audit conducted by CRA in August 2015 established a deemed trust claim with respect to unremitted employee source deductions in the amount of \$7,690 owing by the Debtor.
22. Pursuant to a WEPPA statement of account issued in September 2016, Service Canada set out a super priority claim pursuant to section 81.4 of the BIA in the amount of \$17,236.
23. The Receiver remitted payments to the Receiver General in satisfaction of CRA’s deemed trust claim and Service Canada’s super priority claim.
24. The Prior Reports disclosed certain dealings between Freightcan and Liquid Capital Exchange Corp. (“**Liquid Capital**”). In July 2017, Liquid Capital’s legal counsel advised that its client encountered difficulties in filing a credit insurance claim which was for a significantly higher amount than what was disclosed in the Notice to Creditors, and demanded that the Receiver amend and restate the Notice to Creditors to reflect that higher balance. The Receiver advised that it could not verify the amounts presented by Liquid Capital, and described the Receiver’s observations with respect to the reliability of Freightcan’s account records. Subsequently, the Receiver attended a conference call with Liquid Capital and its credit insurance provider, and legal counsel, to factually explain as to how the balances on the Notice to Creditors were derived, that those figures were not updated nor audited, and the state of Freightcan’s financial information as at the date of the Appointment Order.
25. As set out later in this Second Report, there are no surplus funds available for distribution to secured lenders whose interest is subordinated to HSBC in respect of the HSBC Receivership Advances, or other creditors.

TRADE ACCOUNTS RECEIVABLE

26. Immediately following the date of the Appointment Order, the Receiver met with Prasad to discuss, among other things, the outstanding accounts receivable (“**A/R**”) and collectability of each customer balance.

27. Prasad provided the Receiver with A/R subledgers dated August 18, 2015 which set out 310 Canadian and international customers with balances totaling approximately \$7.2 million.
28. The Receiver identified unusual accounting journal entries booked by Freightcan and which were not supported with adequate documentation (the “**Bulk Entries**”). Prasad was unable to provide a reasonable explanation for the Bulk Entries which represented \$3.8 million or 52% of the total A/R balance of \$7.2 million.
29. The Receiver issued demand letters to customers to request payment of A/R. Substantially all customers disputed owing any amount to Freightcan. The Receiver also retained a third-party collection agency to follow up with customers for payment.
30. The Receiver also notified Chris Mandewala, Freightcan’s U.S. Business Development Manager, of the receivership and demanded that any amounts receivable be directed to the Receiver.
31. Based on the Receiver’s review of Freightcan’s accounting records, responses from purported customers and Prasad’s representations, Freightcan’s A/R were materially misstated and not supported.
32. A/R collections totalled approximately \$109,000 during the receivership.
33. The Receiver determined that Freightcan was in arrears with respect to its credit insurance policy with Export Development Canada (“**EDC**”) at the date of the Appointment Order, and was not in compliance with monthly reporting requirements. As a result, following a detailed review of the policy and discussions with Prasad and EDC, no credit insurance claims were identified or filed.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

34. Attached as Exhibit “**F**” is the Statement of Receipts and Disbursements for the period August 17, 2015 to August 31, 2018 (the “**Receivership Period**”). As at August 31, 2018, the closing cash balance was approximately \$125,399. No distributions or repayments of receivership estate advances have been made from the receivership trust account to date.
35. During the Receivership Period, there were cash receipts totaling \$435,148 including the HSBC Receivership Advances totaling \$214,102. The Receiver remitted priority payments totaling \$24,926 and made cash disbursements totaling \$284,822.

PARTIAL REPAYMENT OF HSBC RECEIVERSHIP ADVANCES AND ASSIGNMENT OF FUTURE RECOVERIES

36. Since the receivership is now complete, the Receiver is seeking an Order to make an initial repayment to the Bank with respect to the HSBC Receivership Advances using funds currently in the receivership trust account, and upon conclusion of the receivership to pay over to HSBC any monies remaining in its hands to further partially repay the total advances of \$214,102 as described earlier in this Second Report.
37. There are insufficient funds in the receivership trust account to repay the HSBC Receivership Advances. The Receiver calculated the initial repayment of \$88,462 using the net surplus of receipts over disbursements as at August 31, 2018 of \$125,399 and deducting a holdback of \$36,937 for accrued and future remaining receivership liabilities for professional fees and other disbursements to complete the receivership administration. After such an initial repayment, there would remain an outstanding principal amount of \$125,640 owing to the Bank with respect to the HSBC Receivership Advances.
38. Pursuant to the Declaration Order described in paragraph 6 of this Second Report, the Cost Awards are comprised of two cost awards totaling \$23,178.81, before interest, against the Landlord and Prasad in favour of the Receiver. Notwithstanding follow-up requests, neither the Landlord nor Prasad have satisfied the Cost Awards. Accordingly, the Receiver is seeking approval by the Court to assign the Receiver's interest in the Cost Awards to HSBC in partial satisfaction of the HSBC Receivership Advances.
39. In order to minimize the costs associated with obtaining approval by the Court of further repayments of the HSBC Receivership Advances using available funds to the Bank, the Receiver recommends that it be authorized and directed to make additional repayments to HSBC for the HSBC Receivership Advances (from either future realizations of personal property or any remainder of the holdback) immediately prior to filing its Discharge Certificate to conclude these proceedings, without further order of the Court.

PROFESSIONAL FEES

40. The Receiver, and its legal counsel, Thornton Grout Finnigan LLP ("TGF"), have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraphs 18 and 19 of the Appointment Order, the Receiver and its legal counsel

were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver's Charge over the Property.

41. The total fees of the Receiver during the period from August 17, 2015 to September 3, 2018, including estimated time for future discharge activities, amount to \$262,792.00, together with expenses and disbursements in the sum of \$2,659.66 and HST in the amount of \$34,508.72, totaling \$299,960.38 (the "**Receiver's Fees**"). The time spent by the Receiver is more particularly described in the Affidavit of Paul Casey of Deloitte, sworn September 5, 2018 (the "**Casey Affidavit**") in support hereof and attached hereto as Exhibit "**G**".
42. The total legal fees incurred by the Receiver during the period May 1, 2017 to September 10, 2018, including estimated time to completion, for services provided by TGF amount to \$9,427.17, together with disbursements in the sum of \$2.50 and HST in the amount of \$1,225.86, totaling \$10,655.53. The time spent by TGF personnel is more particularly described in the Affidavit of D.J. Miller of TGF, sworn September 12, 2018 (the "**Miller Affidavit**") in support hereof and attached hereto as Exhibit "**H**".
43. The Receiver estimates fees inclusive of HST to the conclusion of the Receivership for itself and its legal counsel, TGF, to collectively be in the amount of \$7,977.43.
44. The Receiver is of the view that the fees and disbursements set out in the Casey Affidavit and Miller Affidavit (collectively, the "**Fee Affidavits**"), together with the estimated fees to complete the receivership, are reasonable in the circumstances and should be approved by the Court.

BOOKS AND RECORDS

45. The Receiver maintains its own records relating to the administration of the receivership proceedings and will retain such records in accordance with statutory requirements.
46. The Receiver wishes to divest itself of all of the books and records of the Debtor in its possession by destroying the remaining books and records following the filing of the Receiver's Discharge Certificate with the Court. The books and records which the Receiver proposes to destroy are not necessary for the proper administration of any remaining estate of the Debtor (the "**Disposable Records**").
47. The Disposable Records consist of 14 boxes stored at an off-site third party warehouse and include certain historical bank statements, tax returns, payroll records, insurance documents, customer files,

and financing agreements. The Receiver proposes to use a document shredding service to destroy the Disposable Records.

48. The Receiver recommends destruction of the Disposable Records for the following reasons:
- (a) the Disposable Records are not required for the Receiver to complete its duties under the Appointment Order;
 - (b) the Receiver is not aware of any prejudice to any party arising from the destruction of the Disposable Records;
 - (c) Prasad, as sole directors and officer of the Debtor, has not responded to the Receiver's written proposal to return the Disposal Records to Prasad;
 - (d) the Debtor does not carry on any active business; and
 - (e) the Receiver is seeking its discharge.

REMAINING ACTIVITIES AND DISCHARGE OF THE RECEIVER

49. The tasks to be undertaken by the Receiver prior to the conclusion of these proceedings as are as follows:
- (a) Complete remaining HST tax reporting and correspondence with CRA, and closing of the receivership period tax accounts;
 - (b) Complete the partial repayment to HSBC of advances made to the receivership estate, as described in this Second Report;
 - (c) Settlement of estate liabilities and professional fees in the discretion of the Receiver;
 - (d) Prepare a final statutory report to the Office of the Superintendent of Bankruptcy in accordance with subsection 246(3) of the BIA;
 - (e) Destruction of books and records of the Debtor that are in possession of the Receiver;
 - (f) Stakeholder communications, as required; and
 - (g) Final reconciliation of the Receiver's bank accounts once all distributions and expenses have cleared and subsequent closure of the receivership trust accounts.
50. Other than the issues addressed in the Second Report, the Receiver has completed its administration of the estate in accordance with the terms of the Appointment Order and the various other orders rendered by the Court in the course of this proceeding. Accordingly, the Receiver recommends

that it be discharged and that effective upon its discharge all claims against the Receiver and its agents be forever barred. The Receiver proposes that the discharge be effective upon the filing with the Court of a Discharge Certificate if the form attached hereto as Exhibit "I".

RECEIVER'S RECOMMENDATIONS

51. For the reasons set out above, the Receiver recommends that the Court make an Order:

- (a) approving the Second Report and the activities of the Receiver described herein;
- (b) authorizing and directing the Receiver to make a partial repayment to HSBC with respect to the HSBC Receivership Advances using funds available in the estate after settlement of residual receivership costs and professional fees of the Receiver and TGF;
- (c) authorizing an assignment to HSBC of the Receiver's interest in any future recoveries, including but not limited to, the Cost Awards payable from the Landlord and Prasad pursuant to the Declaration Order, in satisfaction of the HSBC Receivership Advances;
- (d) approving the Receiver's Statement of Receipts and Disbursements for the period from August 17, 2015 to August 31, 2018;
- (e) approving the professional fees and disbursements of the Receiver and its legal counsel in the amounts set out in the Second Report and authorizing the Receiver to pay all such fees and disbursements;
- (f) authorizing and directing the Receiver to dispose of the Debtor's records in the possession of the Receiver in the manner set out in the Second Report;
- (g) discharging the Receiver, subject to the Receiver completing its administration of the estate herein and distributing the remaining funds held by the Receiver in the manner more particularly described herein, as will be evidenced by the Receiver filing a Certificate with the Court; and
- (h) barring all claims against the Receiver by any person upon the Receiver's discharge.

All of which is respectfully submitted at Toronto, Ontario this 12th day of September, 2018.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as the
Court-appointed receiver of
Freightcan Global Inc., and
without personal or corporate liability

A handwritten signature in black ink, appearing to read "P. Casey", with a small horizontal line at the end.

Per:

Paul M. Casey, CPA, CA, FCIRP, LIT
Senior Vice-President

EXHIBIT “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada)

THE HONOURABLE	)	TUESDAY, THE 4 th DAY
	)	
MR. JUSTICE PENNY	)	OF AUGUST, 2015



HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**ORDER
(appointing Receiver)**

THIS APPLICATION made by HSBC Bank Canada (the "**Bank**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of Freightcan Global Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Stephen Wayland sworn January 8, 2015 and the Exhibits thereto, the Supplemental Affidavits of Cheryl Lee and Stephen Wayland sworn May 5, 2015 and July 31, 2015, respectively, and the Exhibits thereto and on hearing the submissions of counsel for the Bank, no one else appearing as appears from the affidavits of service of Danny M. Nunes sworn January 9, 2015, May 6, 2015 and July 31, 2015 and on reading the irrevocable

consent of the Debtor to Deloitte's appointment as Receiver and the consent of Deloitte to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

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

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

orders that a Case Website shall be established in accordance with the Protocol with the following URL '<www.insolvencies.deloitte.ca/en-ca/Pages/Freightcan.aspx>'.

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

GENERAL

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

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

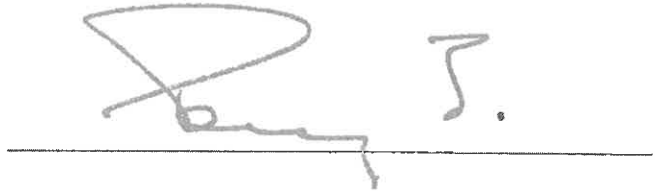
29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 06 2015

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Freightcan Global Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2015 (the "**Order**") made in an action having Court file number CV-15-10828-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

DELOITTE RESTRUCTURING INC., solely
in its capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

HSBC BANK CANADA

Applicant
and

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

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

Proceedings commenced at **Toronto**

**ORDER
(APPOINTING RECEIVER)**

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

D.J. Miller (LSUC# 34393P)

Tel: 416-304-0559

Email: djmill@tgf.ca

Danny M. Nunes (LSUC# 53802D)

Tel: 416-304-0592

Email: dnunes@tgf.ca

Fax: 416-304-1313

Lawyers for the Applicant, HSBC Bank Canada

Court File Number: CN-15-00010828-WCL

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

H83C Bank Canada
Plaintiff(s)
AND
Freightan Global Inc.
Defendant(s)

Case Management ☐ Yes ☐ No by Judge: _____

Counsel	Telephone No:	Facsimile No:
DJ Miller for H83C	416-304-0559	
F Taylor for Freightan	416-363-1800	V 200

- ☒ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- ☐ Adjourned to: _____
☐ Time Table approved (as follows): _____

In addition to counsel, S. Damiani of Deloitte Restructuring Inc. is present. We hoped for progress on re-financing has not taken place as yet. Justice Penny's stay of the Aug 4/15 receivership order was granted today. May stay will not be continued as of this attendance. For greater certainty, the Penny's stay shall

Aug 17, 2015
Date

Judge's Signature

☒ Additional Pages 2 (bld)

Court File Number CV-15-0001828-00CL

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

expire at 11:59 PM today.

If the parties need a 9:30am
appointment this week they
may contact the Court Office
and ask for me before me.

EXHIBIT “B”

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**SPECIAL REPORT
OF THE RECEIVER
DATED JANUARY 20, 2016**

Filed by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver of Freightcan Global Inc.

TABLE OF CONTENTS

Introduction	5
Terms of Reference	6
Background	7
Omission of Disclosure and Unauthorized Transfers by the Debtor and its Principals	7
Relief Sought	19

EXHIBITS

EXHIBIT	DESCRIPTION
A	Appointment Order of Justice Penny dated August 4, 2015 and Endorsement of Justice Matheson dated August 17, 2015
B	2335898 Ontario Incorporated – Corporate Profile Report
C	Transport Operators Corp. – Corporate Profile Report
D	Liquid Capital Website Abstract – Balkaran Dhillon
E	Liquid Capital Exchange Corp. – Corporate Profile Report
F	Liquid Capital Group Corp. – Corporate Profile Report
G	Liquid Capital Trade Finance Inc. – Corporate Profile Report
H	Email from Sol Roter to counsel for HSBC Bank Canada dated January 7, 2015.
I	Forbearance Agreement with Freightcan dated July 14, 2014
J	Forbearance Agreement with Freightcan dated February 17, 2015
K	Extension of the forbearance period by agreements dated May 12, 2015, June 11, 2015 and July 23, 2015
L	Endorsement of Justice Penny dated August 6, 2015
M	Receiver's email dated August 18, 2015 to Padmini Prasad of the Company re all Bank Accounts
N	TD Account 5291479 (CAD) -- Transaction History from July 7, 2015 to August 24, 2015
O	TD Account 5291479 (CAD) – Documentation re unauthorized transfers
P	TD Account 7308449 (USD) – Transaction History from July 7, 2015 to August 25, 2015
Q	TD Account 7308449 (USD) – Documentation re unauthorized transfers
R	Email of Balkaran Dhillon, dated August 16, 2015
S	Demand Letter #1 dated September 30, 2015 to Padmini Prasad re Unauthorized Transfers
T	Emails dated October 8 and 15, 2015 from Padmini Prasad re Unauthorized Transfers
U	Demand Letter #2 dated October 15, 2015 to Padmini Prasad re Unauthorized Transfers
V	Email dated October 19, 2015 from Padmini Prasad re Unauthorized Transfers

W	Demand Letter #3 dated October 22, 2015 to Padmini Prasad re Unauthorized Transfers
X	Emails dated October 22 and 28, 2015 from Padmini Prasad re Unauthorized Transfers
Y	Demand Letter dated September 29, 2015 to 2335898 Ontario Incorporated
Z	Email and Letter dated October 8, 2015 from 2335898 Ontario Incorporated

INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) effective 11:59 p.m. August 17, 2015 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Freightcan Global Inc. (“**Freightcan**” or the “**Debtor**”) acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the “**Property**”). Copies of the Appointment Order of Justice Penny dated August 4, 2015 and the Endorsement of Justice Matheson dated and effective August 17, 2015 are attached hereto as Exhibit “A”.
2. The purpose of this special report of the Receiver (the “**Special Report**”) is to seek an order of the Court for the return of funds removed from receivership accounts during the period immediately following the effective time of the receivership. Specifically, the Receiver requests that the Court make an Order:
 - (a) declaring that Padmini Prasad (“**Prasad**”) is in breach of section 4 of the order appointing Deloitte as Receiver of all of the assets, undertakings and properties of Freightcan (the “**Appointment Order**”);
 - (b) declaring that 2335898 Ontario Inc. (the “**Landlord**”), Transport Operators Corp. (“**Transport Operators**”) and Liquid Capital Exchange Corp. (“**Liquid Capital**”) are in breach of section 10 of the Appointment Order;
 - (c) declaring that Prasad, the Landlord, Transport Operators and Liquid Capital are in breach of section 4 of the *Assignments and Preferences Act*;
 - (d) requiring the Landlord to return the amount of CAD \$24,950.00 to the Receiver;
 - (e) requiring Transport Operators to return the amount of USD \$34,730.00 to the Receiver;
 - (f) requiring Liquid Capital to return the amount of USD \$23,700.00 to the Receiver;
 - (g) further, or in the alternative, requiring Prasad to return the amounts of CAD \$24,950.00 and USD \$58,430.00 to the Receiver; and

- (h) costs of the motion payable to the Receiver.
- 3. The Appointment Order, together with related Court documents and the statutory notice to creditors have been posted on the Receiver's website at <http://www.insolvencies.deloitte.ca/Freightcan>.

TERMS OF REFERENCE

- 4. In preparing this Special Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with former management of the Debtor, and information from third-party sources (collectively, the "Information"). Except as described in this Special Report:
 - (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information. Further, readers are cautioned that the Receiver has found the books and records of the Debtor to be incomplete, inaccurate, and to contain material misstatements; accordingly, the Receiver is unable to place any reliance on the financial reports of Freightcan or the representations of Prasad; and
 - (b) the Receiver has prepared this Special Report in its capacity as a Court-appointed officer to support the Court's approval of the relief being sought. Parties using the Special Report, other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
- 5. Unless otherwise stated, all dollar amounts contained in the Special Report are expressed in Canadian dollars.

6. Unless otherwise provided, all other capitalized terms not otherwise defined in this Special Report are as defined in the Appointment Order.

BACKGROUND

7. The Debtor is an Ontario corporation which operated in the global logistics and freight forwarding industry. The Debtor primarily operated from premises located at 5155 Spectrum Way, Unit 15, Mississauga, Ontario (the “Mississauga Office”) which was leased from the Landlord, an entity related to the Debtor and its principals, and shared with certain other tenants. The Debtor also operated from leased premises located at 100 Menlo Park Drive, Suite 302 C, Edison, New Jersey, United States.
8. Based on corporate profile reports generated on August 18, 2015 and December 9, 2015, Prasad is the President and sole director of Freightcan.
9. The Debtor had ceased operating under the Freightcan trading name on or before the date of the Appointment Order. However, as described later in this Special Report, the Receiver has discovered that Prasad failed to disclose the existence of two bank accounts from which funds were transferred following the effective time of the receivership.

OMISSION OF DISCLOSURE AND UNAUTHORIZED TRANSFERS BY THE DEBTOR AND ITS PRINCIPALS

Overview

10. The Receiver has discovered that CAD \$27,601.47 and USD \$58,430.00 was transferred immediately subsequent to the effective time of the receivership without the knowledge or consent of the Receiver, from Freightcan bank accounts that were not disclosed by Prasad.
11. The key parties are as follows:
 - (a) Prasad, who is the President and sole director of Freightcan, President and director of the Landlord, and is married to Devi Prasad Sitaram (“Sitaram”);

- (b) Sitaram, who is married to Prasad, acts as secretary and director of the Landlord, and is part owner of Freightcan with signing authority on Freightcan bank accounts;
- (c) The Landlord is the landlord and owner of the Mississauga Office and is owned by Prasad and Sitaram. Based on an Ontario Corporate Profile Report dated August 26, 2015, Prasad is listed as President and director of the Landlord, and Sitaram as Secretary and director. A copy of this report is attached as Exhibit "B".
- (d) Transport Operators carries on business as a trucking and storage company. An Ontario Corporate Profile Report dated September 29, 2015 discloses Balkaran Dhillon ("**Dhillon**") as a director and secretary of Transport Operators. A copy of this report is attached as Exhibit "C".
- (e) Liquid Capital is a company providing short term financing to small businesses. Liquid Capital operates as a franchise organization. Dhillon is listed on the Liquid Capital website as the "Local Liquid Capital Principal" for Brampton, Ontario. A copy of the website page identifying Dhillon is attached as Exhibit "D". Based on a corporate profile report for Liquid Capital, dated December 14, 2015, the directors of Liquid Capital are Brian Birnbaum ("**Birnbaum**"), Barnett Gordon ("**Gordon**"), and Sol Roter ("**Roter**"). A copy of the report is attached as Exhibit "E".
- (f) Liquid Capital Group Corp. ("**Liquid Capital Group**") is a franchise of Liquid Capital. Based on an Ontario Corporate Profile Report dated December 14, 2015, Dhillon is a director and secretary of Liquid Capital Group. The registered head office for Liquid Capital Group is located in Brampton, Ontario. A copy of the report is attached as Exhibit "F". Based on an Ontario Land Registry parcel report dated August 25, 2015 with respect to 5155 Spectrum Way, Unit # 15, Mississauga, the Receiver notes that the Landlord had granted a charge effective August 13, 2015 from Liquid Capital Group in the amount of \$300,000; and

- (g) Liquid Capital Trade Finance Inc. ("**Liquid Capital Finance**") is associated with Liquid Capital. Based on an Ontario Corporate Profile Report, dated January 12, 2015, the directors of Liquid Capital Finance are Birnbaum, Barnett and Roter. A copy of the report is attached as Exhibit "G". Liquid Capital Finance entered into a supply agreement with Freightcan, dated November 25, 2014, pursuant to the Purchase Finance Program ("**PFP**") offered by Liquid Capital (the "**Supply Agreement**"). Dhillon executed the Supply Agreement on behalf of Liquid Capital Finance. A copy of an email from Roter to counsel for HSBC Bank Canada (the "**Bank**") explaining the PFP and attaching the Supply Agreement and Liquid Capital Brochures explaining the PFP and an alternate supply chain solution, dated January 7, 2015, is attached as Exhibit "H", with attachments.
12. A chronology of events leading to the Receiver's discovery of the unauthorized transfers from these undisclosed bank accounts is summarized below.

Prior Receivership Applications and Accommodations

13. Freightcan is indebted to the Bank under certain credit facilities made available by the Bank pursuant to a credit facility letter dated September 7, 2011, as amended. The Bank was Freightcan's operating lender.
14. On or about July 14, 2014, the Bank entered into a forbearance agreement with Freightcan, as amended from time to time, (the "**2014 Forbearance Agreement**"). Pursuant to paragraph 24 of the 2014 Forbearance Agreement, Freightcan agreed that it would deposit all revenues, collections of accounts receivables and any other income generated by Freightcan into Freightcan's accounts with the Bank only, with the exception of amounts deposited into Freightcan's accounts with the Habib American Bank ("**HAB Bank**") which were to be wired to Freightcan's accounts with the Bank on a daily basis. The 2014 Forbearance Agreement was extended from time to time. A copy of the 2014 Forbearance Agreement is attached as Exhibit "I".

15. On or about January 9, 2015, the Bank commenced proceedings to have a receiver appointed over the assets, undertakings and properties of Freightcan (the “**Receivership Application**”).
16. On or about February 17, 2015, the Bank adjourned the Receivership Application and entered into a further forbearance agreement with Freightcan, dated February 17, 2015 (the “**2015 Forbearance Agreement**”). A copy of the 2015 Forbearance Agreement is attached as Exhibit “J”. The 2015 Forbearance Agreement specifically incorporates the terms of the 2014 Forbearance agreement, including paragraph 24 thereof.
17. As a term of the 2015 Forbearance Agreement, Freightcan executed an irrevocable consent to the appointment of the Receiver.
18. Freightcan failed to satisfy the terms of the 2015 Forbearance Agreement by the forbearance deadline of April 30, 2015.
19. At Prasad’s request, the Bank entered into subsequent extension agreements of the forbearance period by agreements dated May 12, 2015, June 11, 2015 and July 23, 2015 (the “**Extension Agreements**”). In each instance, Freightcan failed to satisfy the terms of forbearance. Copies of the Extension Agreements are attached as Exhibit “K”.
20. As a result of Freightcan’s failure to meet the terms of forbearance, on August 4, 2015, Justice Penny granted the Appointment Order.
21. On August 6, 2015, Freightcan requested, and the Bank consented to, a stay of the Appointment Order in light of representations made by counsel for Freightcan that Freightcan was negotiating a refinancing with an alternate lender. On August 6, 2015, Justice Penny granted a stay of the Appointment Order to permit further refinancing discussions. A copy of Justice Penny’s Endorsement is attached as Exhibit “L”.
22. Freightcan failed to obtain a refinancing in the time permitted and discussions terminated.

Attendance in Chambers and Correspondence with the Debtor on August 17, 2015

23. On August 17, 2015, counsel to the Bank, Deloitte as proposed Receiver, and counsel to Freightcan, attended in Chambers before Justice Matheson with respect to the appointment of a receiver.
24. Counsel to Freightcan represented that the Company was still negotiating a possible refinancing, and accordingly, had requested that the Appointment Order be effective at the end of day, with the opportunity to return to Court if a refinancing of the Company's indebtedness to the Bank could be completed. Accordingly, Justice Penny's Endorsement reflected that the Appointment Order was effective on August 17, 2015 at 11:59 p.m. and that the parties could return for a 9:30 a.m. appointment if necessary.
25. While in Chambers before Justice Matheson, the Receiver and its counsel asked that the Debtor immediately provide information and cooperation to the Receiver in order to plan for the receivership, if the terms of a refinancing could not be settled that day. The Company's counsel confirmed that it was a reasonable request.
26. The Receiver contacted Prasad by telephone and requested a meeting at Freightcan's offices during the afternoon of August 17, 2015. Prasad advised that she would be taking her husband, Sitaram, to the hospital and asked the Receiver "...*why not wait until tomorrow since the receivership isn't until 11:59pm?*".
27. The Receiver informed Prasad of the discussion with counsel to Freightcan in Chambers regarding cooperation from the Company. The Receiver requested to meet with the Company's payroll and accounts receivable clerks in the event that Prasad could not be available that afternoon. Prasad advised that she would consult with Freightcan's counsel and undertook to respond to the Receiver. Regarding possible refinancing, Prasad then advised the Receiver that she did not expect a deal to close during the week of August 17, 2015.
28. Later on August 17, 2015, the Receiver made a follow up call to Prasad who remained unwilling to provide access to staff and information.

Freightcan's Banking Arrangements

29. On August 18, 2015, the Receiver attended Freightcan's premises to enforce the terms of the Appointment Order and meet with Prasad. Among other things, the Receiver had requested information with respect to the Company's non-Bank operating accounts with HAB Bank, as well as all other financial institutions.
30. Specifically, the Receiver asked Prasad for details of all of the bank accounts of Freightcan. Prasad advised the Receiver that Freightcan only maintains accounts at HAB Bank and the Bank. Unsatisfied with this response, the Receiver formalized this request by way of email to Prasad on August 18, 2015 at 10:00 a.m. demanding the precise details of all of Freightcan's bank accounts worldwide (e.g. account numbers, mailing address and branch contact coordinates, bank statements and reconciliations, etc.). A copy of this email is attached hereto as Exhibit "M". Prasad did not reply to this email and did not provide any further banking information to the Receiver.
31. The Receiver reviewed the Company's trial balance and noted references to the following financial institutions: the Bank, HAB Bank, Bank of Montreal ("BMO"), and Royal Bank of Canada ("RBC"). When asked, Prasad did not provide any addresses or account numbers for Freightcan's bank accounts at BMO and RBC. Prasad further advised that the bank accounts with financial institutions other than HAB Bank and the Bank had been closed prior to the date of the Appointment Order. On August 18, 2015, the Receiver issued a receivership notification letter to HAB Bank.
32. On August 19, 2015, Prasad remained uncooperative with respect to providing details regarding the BMO and RBC bank accounts. Accordingly, the Receiver issued receivership notification letters to in-house counsel at BMO and RBC on that date. The results of these notifications were as follows:
 - (a) On September 1, 2015, BMO provided the Receiver with a cheque in the amount of \$473.45 which represented the balance of funds in Freightcan's bank account held at BMO. The fact that this account was still open was contrary to Prasad's representation to the Receiver.

- (b) On September 2, 2015, the Receiver obtained confirmation from RBC's National Bankruptcy team that Freightcan does not have any bank accounts or investments held at RBC.
33. While reviewing records located at the Mississauga Office, the Receiver discovered 2015 bank reconciliations for a CIBC bank account which had also not been disclosed by Prasad. On August 24, 2015, the Receiver issued a receivership notification letter to CIBC and subsequently learned that the account was closed in the months prior to the date of the Appointment Order.
34. The Receiver subsequently discovered accounts held at TD Canada Trust ("TD"), as described later in this Special Report.

Meeting with Creditor and Discovery of Undisclosed TD Bank Accounts

35. On Friday, August 21, 2015, the Receiver met with Vikram Wallia ("Wallia") of CHI Commodities Handlers Inc. ("CHI"), both a customer and creditor of Freightcan.
36. Wallia provided the Receiver with banking details from CHI's bank which showed payments to Freightcan that had cleared through an account at TD in July 2015.
37. From this evidence, it was clear that Prasad had repeatedly omitted to disclose to the Receiver that Freightcan held bank accounts at TD, notwithstanding that these accounts were opened only months earlier, were being used to deposit customer cheques, and that Prasad and her husband were the only authorized signatories on these accounts.
38. The Receiver reviewed Wallia's banking information and researched the branch details and promptly contacted the local TD branch by telephone. The Receiver left a voicemail with the TD branch and arranged for a receivership notification letter to be mailed on Friday, August 21, 2015. The Receiver followed up with the TD Branch, and on August 27, 2015, a TD account manager confirmed that the Receiver's request had been forwarded to TD's legal department.

39. TD informed the Receiver that Freightcan had opened Canadian and U.S. dollar accounts on July 7, 2015. In September 2015, TD provided copies of transaction history reports and copies of cheques and other documentation relating to certain transactions which cleared subsequent to the date of the Appointment Order. TD also confirmed that Prasad and Sitaram were listed on the corresponding authorized signatory cards.
40. From information provided by TD, the Receiver determined that at least CAD \$27,601.47 and USD \$58,430.00 had been transferred without the knowledge or consent of the Receiver, from Freightcan's bank accounts held at TD subsequent to the effective time of the Appointment Order. All of these transfers or cheques were initiated or signed by Prasad or Sitaram. A summary of these unauthorized transfers is as follows:

(a) *TD Account Number 5291479 – CAD*

Date Written/ Instructions Given	Date Cleared	Comments	Amount
8/18/2015	8/18/2015	E-mail Transfer to Luisa Maluf	\$1,100.00
8/18/2015	8/18/2015	Wire transfer to the Landlord	24,950.00
8/12/2015	8/19/2015	Cheque to Just Rush Express	755.80
8/19/2015	8/19/2015	Cheque to Just Rush Express	628.37
8/12/2015	8/19/2015	Cheque to WSIB	167.30
	Total		\$27,601.47

(b) *TD Account Number 7308449 – USD*

Date Written/ Instructions Given	Date Certified	Comments	Amount
7/26/2015	8/18/2015	Cheque stamped "Certified" on August 18, 2015; payable to "Transport Operators Corp."	\$25,200.00
7/27/2015	8/20/2015	Cheque stamped "Certified" on August 20, 2015; payable to "Transport Operators Corp."	9,530.00
8/14/2015	8/24/2015	Cheque stamped "Certified" on August 24, 2015; payable to Certified Cheque to "Liquid Capital Exchange Corp."	23,700.00
	Total		\$58,430.00

41. On September 10, 2015, a TD Bankruptcy Officer, advised that the balance of funds in the amount of USD \$3,359.10 would be forwarded to the Receiver.
42. Copies of the transaction history report from July 7, 2015 to August 24, 2015, along with documentation for the above noted unauthorized transfers for TD Account Number 5291479 (CAD) are attached as Exhibits "N" and "O", respectively.
43. Copies of the transaction history report from July 7, 2015 to August 25, 2015, along with documentation for the above noted unauthorized transfers for TD Account Number 7308449 (USD) are attached as Exhibits "P" and "Q", respectively.
44. As set out in paragraph 4 of this Report, the Receiver has found the books and records of the Debtor to be incomplete, inaccurate, and to contain material misstatements. This is particularly the case for significantly overstated accounts receivable as reported by Freightcan to the Bank. The funds held in the two undisclosed TD accounts represented the most significant receivership trust asset, being significantly higher than the very limited recoveries to date from Freightcan's accounts receivable.

Dhillon's Knowledge of the Receivership

45. Dhillon, director and secretary of Transport Operators, a director of Liquid Capital Group, a signing officer of Liquid Capital Finance and the signing party to the Supply Agreement, had knowledge that the receivership was proceeding on August 17, 2015. In an email to counsel for Prasad, dated Sunday, August 16, 2015, Dhillon wrote: *"I spoke to Paddy today. She told me that HSBC will take Freightcan for receivership on Monday. It is unfortunate that they want to take this route as there will not be much left in this service business if larger customers find out that company is in receivership. Also, we will not be able to retain its staff. In the case that the company is taken for receivership, we will not be presenting an offer because we believe there will not be much value left. I believe it will be best if you can request HSBC for adjournment for receivership until we present firm offer with the deposit through our lawyer. We will present this offer on the 26th of August upon my return from India. We believe this will be more beneficial for all parties involved. It is just a matter of waiting another week and we are hopeful that they will accept our very reasonable offer with all the facts back up."* A copy of the email from Dhillon, dated August 16, 2015, with attachment, is attached as Exhibit "R".

Demand Letters to Prasad

46. On September 30, 2015, the Receiver's legal counsel issued a demand letter (the **"September 30th TGF Demand Letter"**) to Prasad with respect to the unauthorized post-receivership bank transfers of CAD \$27,601.47 and USD \$58,430.00 (attached as Exhibit "S"). This letter specifically noted the following significant transactions:
- (a) CAD \$24,950.00 was wire transferred on August 18, 2015 from the TD (CAD) account to the Landlord. The Receiver notes that this transfer

occurred notwithstanding that Prasad was aware of the court hearing and Appointment Order. Included in Exhibit "J" is a copy of the TD transaction receipt evidencing this transaction on August 18, 2015 at 10:36 a.m. The receipt is signed by Sitaram.

(b) USD \$58,430.00 was issued from the TD USD account to two companies, as follows:

(i) Transport Operators cashed two cheques totaling USD \$34,730:

(1) Firstly, a handwritten cheque dated July 26, 2015, in the amount of USD \$25,200, was issued to Transport Operators. This cheque was stamped "Certified" on August 18, 2015, and cleared on the same day. From the Receiver's review of supporting documentation included in TD's mailing package dated September 21, 2015, there is a TD deposit slip dated August 18, 2015 at 9:34 a.m. for the USD \$25,200 cheque, which was signed by Sukhvinder Kaur. A copy of this deposit slip is included in Exhibit "Q". The TD deposit slip contains the handwritten comment: "Spoke to Padmina - Verified".

(2) A second handwritten cheque, dated July 27, 2015, in the amount of USD \$9,530 was issued to Transport Operators. This cheque was stamped "Certified" on August 20, 2015, and cleared the TD account on the same day.

(c) Liquid Capital received funds by way of handwritten cheque, dated August 14, 2015, in the amount of USD \$23,700. This cheque was stamped "Certified" and cleared the TD account on August 24, 2015.

47. On October 8 and 15, 2015, Prasad advised that she was not in possession of relevant information to respond to the September 30th TGF Demand Letter. Copies of these Prasad emails are attached as Exhibit "T".
48. On October 15, 2015, TGF issued a second demand letter to Prasad (the "**October 15th TGF Demand Letter**") and again provided Prasad with the relevant transaction history reports and supporting documents that were provided by TD. A copy of the October 15th TGF Demand Letter is attached as Exhibit "U".
49. On October 19, 2015, Prasad emailed TGF and the Receiver, a copy of which is attached as Exhibit "V".
 - (a) With respect to the wire transfer of CAD\$24,950 on August 18, 2015, Prasad advised "*...date cleared 18/8/2015 - 24950 - Rental pending and the building would have gone under power of sale and the same has been explained by the holding company as well.*"
 - (b) With respect to the payments to Transport Operators, Prasad advised: "*...cleared august 18th and 20th - chq issued on july 26th and july 27th - i feel hab bank statement can give an idea of all their cheques being returned without payment ..*"
 - (c) With respect to the payments made to Liquid Capital, Prasad advised: "*...cleared august 24th - liquid capital - vendor financing company - back up should be available in the office. pdc Cheques are given the same day of the financing .*"
50. On October 22, 2015, TGF issued a third demand letter to Prasad (the "**October 22nd TGF Demand Letter**") to again request the repayment of the receivership trust funds to the Receiver. A copy of the October 22nd TGF Demand Letter is attached as Exhibit "W".
51. On October 22, 2015, Prasad responded to TGF by stating that she "*...will be able to respond to you only by 27th October due to various reasons.*" On October 28, 2015, Prasad sent a further email to TGF and the Receiver without providing any new

information or confirmation of repayment. Copies of Prasad's email correspondence dated October 22 and 28, 2015, are attached as Exhibit "X".

Demand Letter to the Landlord

52. As noted previously, the Landlord is owned by Prasad and Sitaram, and is Freightcan's landlord for the Mississauga Office. On September 29, 2015, the Receiver wrote to the Landlord with respect to, among other things, the discovery by the Receiver of CAD \$24,950.00 that was transferred by wire to the Landlord from Freightcan's bank account held at TD Canada Trust on August 18, 2015, subsequent to the date of the Appointment Order without the consent of the Receiver. The Receiver reiterated to the Landlord that this unauthorized transfer represents trust funds that formed part of the property of the Receivership and are to be returned immediately to the Receiver. A copy of the Receiver's letter to the Landlord is attached as Exhibit "Y".
53. On October 8, 2015, Sitaram acknowledged by email that 2335898 had received the unauthorized wire transfer in the amount of CAD \$24,950.00 from Freightcan. Sitaram stated "*Tenant M/s Freightcan had to settle this amount failing which the entire property would have been under Power of Sale as the numbered company depended on this rental income to pay off the mortgage and other bills from the starting month of December 2012.*" A copy of the October 8th letter from the Landlord is attached as Exhibit "Z". To date, neither the Landlord nor Sitaram have returned these funds to the Receiver.

RELIEF SOUGHT

54. For the reasons set out above, the Receiver recommends that the Court make an Order:
 - (a) declaring that Prasad is in breach of section 4 of the Appointment Order;
 - (b) declaring that the Landlord, Transport Operators and Liquid Capital are in breach of section 10 of the Appointment Order;
 - (c) declaring that Prasad, the Landlord, Transport Operators and Liquid Capital are in breach of section 4 of the *Assignments and Preferences Act*;

- (d) requiring the Landlord to return the amount of CAD \$24,950.00 to the Receiver;
- (e) requiring Transport Operators to return the amount of USD \$34,730.00 to the Receiver;
- (f) requiring Liquid Capital to return the amount of USD \$23,700.00 to the Receiver;
- (g) further, or in the alternative, requiring Prasad to return the amounts of CAD \$24,950.00 and USD \$58,430.00 of to the Receiver; and
- (h) costs of the motion payable to the Receiver.

All of which is respectfully submitted at Toronto, Ontario this 20th day of January, 2016.

Deloitte Restructuring Inc.,
solely in its capacity as the
Court-appointed receiver of
Freightcan Global Inc., and
without personal or corporate liability

Per:



Paul M. Casey, CPA, CA, CIRP
Senior Vice-President

EXHIBIT “C”

EXHIBIT

"C"

Court File No. CV-15-10828-00CL

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

**IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43,
as amended and Section 47(1) of the *Bankruptcy and Insolvency Act* (Canada)**

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**SUPPLEMENTAL REPORT OF DELOITTE RESTRUCTURING INC.
In its capacity as Court-appointed receiver of Freightcan Global Inc.**

TABLE OF CONTENTS

Introduction	4
Transfer from Freightcan to the Landlord	5
Funds Transferred from Freightcan to Liquid Capital	5
Transfer from Freightcan to Transport Operators and Liquid Capital	7
Relief Sought	10

EXHIBITS

EXHIBIT	DESCRIPTION
A	Letter from Deloitte to the Landlord, dated March 3, 2016
B	Email from Sitaram to Deloitte (with attachment), dated March 16, 2016
C	Email from TGF to Sitaram, dated March 18, 2016
D	Responding Materials of the Landlord, served March 24, 2016
E	PPSA Search against Freightcan
F	Section 18(1) Request dated January 6, 2015
G	Parcel Report of 5155 Spectrum Way, Unit 15, Mississauga, dated August 25, 2015
H	Email from Sukhvinder Kaur to Prasad (undated)
I	Parcel Report dated March 29, 2016
J	Charge/Mortgage of Land for 5155 Spectrum Way, Unit 15, Mississauga, dated March 29, 2015
K	Letter from Pandher to Dhillon, dated July 26, 2015
L	Email from Prasad to Dhillon re Freightcan TD Accounts, dated July 26, 2015
M	Email Chain between Prasad and Dhillon, dated July 27, 2015
N	Email from Dhillon to Prasad (undated)

A. INTRODUCTION

1. The purpose of this supplemental report of the Receiver (the “**Supplemental Report**”) is to provide the Court with information with respect to events which have transpired following the service of its Special Report to the Court dated January 20, 2016, and to address certain matters set out in: (i) the affidavit of Sol Roter, sworn on March 21, 2016 on behalf of Liquid Capital (the “**Roter Affidavit**”); and (ii) the affidavit of Balkaran Dhillon, sworn on March 16, 2016 on behalf of Transport Operators (the “**Dhillon Affidavit**”). Unless otherwise defined in this Supplemental Report, capitalized terms will have the meaning ascribed in the Special Report.
2. In the Roter Affidavit, Liquid Capital has raised matters that purport to relate to the conduct of HSBC Bank Canada (the “**Bank**”), in or about January 2015. At that time, the Receiver had not yet been appointed by the Court as Receiver in this proceeding; however, the application materials in respect of the receivership had been prepared (in respect of which Deloitte had executed a Consent to act as Receiver), and Deloitte had been retained as a consultant by the Bank since February 2014, with the consent of Freightcan. Accordingly, the Receiver has direct knowledge of all matters contained in this Supplemental Report, including those relating to the period prior to its appointment as Receiver by the Court.
3. On this motion, the Receiver is seeking the return of funds transferred from the Freightcan TD Accounts to (i) the Landlord; (ii) Transport Operators; and (iii) Liquid Capital, without the knowledge or consent of the Receiver, after the date of the Appointment Order. The Receiver has set out the information and evidence it has gathered in response to the Roter Affidavit and the Dhillon Affidavit that is relevant to each of these transfers below.
4. Reference is made to paragraph 40 of the Special Report which sets out that CAD \$27,601.47 and USD \$58,430.00 had been transferred without the knowledge or consent of the Receiver, from Freightcan’s bank accounts held at TD subsequent to the effective time of the Appointment Order. All of these transfers or cheques were initiated or signed by Prasad or Sitaram. These amounts were more particularly described as follows:
 - (a) Paragraph 40(a) of the Special Report sets out five unauthorized transfers totaling CAD \$27,601.47, of which CAD \$24,950.00 was wire transferred to the Landlord.
 - (b) Paragraph 40(b) of the Special Report sets out three unauthorized transfers totaling USD \$58,430.00, of which USD \$34,730.00 and USD \$23,700.00 was transferred to Transport Operators and Liquid Capital, respectively.

B. TRANSFER FROM FREIGHTCAN TO THE LANDLORD

1. Return of the CIBC Funds

5. By way of update to the Court, on March 2, 2016, CIBC voluntarily returned CAD \$11,771.19 to the Receiver (the “**CIBC Funds**”), which it indirectly received from the Landlord by way of a transfer of funds from Freightcan’s TD Account to the Landlord on August 18, 2015. As a result, the amount that the Receiver is seeking to be returned from the Landlord is reduced to CAD \$13,178.81 (i.e. \$24,950.00 less \$11,771.19).

2. Communication with the Landlord

6. On March 3, 2016, the Receiver wrote to the Landlord to advise it of the return of the CIBC Funds (the “**March 3rd Letter**”). A copy of the March 3rd Letter is attached at Exhibit “**A**”.
7. On March 16, 2016, Sitaram, on behalf of the Landlord, replied to the March 3rd Letter. In his email, Sitaram simply referred to and attached his prior letter and covering email to the Receiver, dated October 8, 2015, and a statement of accounts purporting to show amounts owing by Freightcan to the Landlord. The October 8, 2015 letter was previously appended as Exhibit “**Z**” to the Special Report. A copy of the March 16, 2016, email and attachments are appended as Exhibit “**B**”.
8. On March 18, 2016, counsel to the Receiver replied to Sitaram’s email and advised that they had not yet received responding materials from either Prasad or the Landlord with respect to the within motion. A copy of the March 18, 2016, email is attached as Exhibit “**C**”.
9. On March 24, 2016, after the date required, the Landlord served their responding materials. The Receiver does not believe that these materials have been filed with the Court. To assist the Court, the Receiver has attached them as Exhibit “**D**”.

C. FUNDS TRANSFERRED FROM FREIGHTCAN TO LIQUID CAPITAL

1. *Personal Property Security Act (Ontario)* (“PPSA”) Registration

10. In his Affidavit, Mr. Roter suggests, among other things, that Liquid Capital would not have discharged its PPSA registration or continued to enter into any further finance program transactions with Freightcan had it known that Freightcan was in default of its indebtedness to the Bank.
11. The Receiver understands that in early January 2015, Thornton Grout Finnigan LLP (“**TGF**”), the Bank’s counsel, ordered a PPSA search for Freightcan. The results of that search indicated that Liquid Capital Finance Inc. had very recently registered a security interest against Freightcan on November 27, 2014, against all classes of collateral. A copy of the PPSA search is attached as Exhibit “**E**”, and the registration in question appears on page 2.

12. On January 6, 2015, TGF sent a letter to Liquid Capital Finance, pursuant to section 18(1) of the PPSA (the "**Section 18(1) Request**") in respect of this recent PPSA registration. The Section 18(1) Request asked that Liquid Capital Finance provide to the Bank, as a secured creditor of Freightcan: (i) a statement in writing of the amount of Freightcan's indebtedness to Liquid Capital Finance and the payment terms thereof; and (ii) a true copy of any and all security documents relating to the PPSA registrations. A copy of the Section 18(1) Request is attached as Exhibit "**F**".
13. In response to the Section 18(1) Request, Danny Nunes, a lawyer with TGF, had a telephone conversation with Sol Roter on January 7, 2015 regarding the PPSA registration and the relationship between Freightcan and the Liquid Capital businesses, the contents of which were relayed to the Receiver and the Bank. Mr. Roter advised, among other things, that Liquid Capital:
 - (a) was not factoring Freightcan's receivables;
 - (b) had only done one transaction with Freightcan; and
 - (c) does not rely on the PPSA registrations as much as they do on credit insurance.
14. Mr. Roter subsequently sent an email, dated January 7, 2015, in response to the Section 18(1) Request and to confirm his conversation with Mr. Nunes. The January 7, 2015 email was previously attached as Exhibit "E" to the Special Report and is contained as Exhibit "B" to the Roter Affidavit.
15. The Bank and its counsel have confirmed to the Receiver that:
 - (a) at no time has a similar Section 18(1) Request ever been received by the Bank from Liquid Capital;
 - (b) at no time have they requested that Liquid Capital discharge its PPSA registration, notwithstanding that the granting of a security interest by Freightcan to any other party caused Freightcan to breach its contractual obligations to the Bank;
 - (c) there would have been no reason for the Bank to require the discharge of Liquid Capital's PPSA registration, as the Bank's PPSA registration was at all times in priority to the subsequent registration by Liquid Capital over all classes of collateral;
 - (d) neither the Bank nor its counsel have any information as to any discussions that may have taken place between representatives of Freightcan and representatives of Liquid Capital in relation to the latter's PPSA registration or its subsequent discharge; and
 - (e) by reason of Bank policy and applicable privacy laws, neither the Bank nor its counsel could have, or would have, volunteered or disclosed any information about Freightcan's finances to Liquid Capital or any other person, including any acts of default or the existence of a forbearance agreement.
16. While the existence or discharge of a PPSA registration by Liquid Capital appears to have no relevance to the within motion brought by the Receiver, the Receiver has provided the above information for the benefit of the Court.

2. Liquid Capital Group Charge on the Mississauga Office

17. Based on the Receiver's review of an Ontario Land Registry parcel report for Freightcan's Mississauga office located at 5155 Spectrum Way, Unit 15, Mississauga, Ontario (the "**Mississauga Office**"), dated August 25, 2015 (the "**2015 Parcel Report**"), Liquid Capital Group registered a charge on the property in the amount of \$300,000 on August 13, 2015, shortly before the effective date of the receivership pursuant to the August 17, 2015 endorsement of Justice Matheson.
18. In respect of Liquid Capital Group's charge, Freightcan's records included an undated email from Sukhvinder Kaur of Liquid Capital Group to Prasad, copying Dhillon and Dave Pander, that attached a commitment letter in connection with a second mortgage for the Mississauga Office, which states, "*Funds advanced \$300,000.00 as loan to Freight Can Global Inc which is owned by Padmini Prasad and Sita Ram Devi Prasad.*" and "*17. Mortgage proceeds already received by the borrower as loan from Liquid Capital Group Corp.*" From this, it appears that Liquid Capital Group arranged for a charge to be registered on the Mississauga Office, which is owned by the Landlord, in respect of Freightcan debt. Copies of the 2015 Parcel Report and email are attached as Exhibits "**G**" and "**H**" respectively.
19. In the Landlord's responding materials, dated March 24, 2016, the Landlord advised the Receiver that the Mississauga Office has since been sold. On March 29, 2016, the Receiver asked the Landlord for the amount of the sale proceeds, an accounting of the disposition of those sale proceeds, and the closing date for the sale transaction. The Landlord has not yet responded to the Receiver's request, however, an Ontario Land Registry parcel report for the Mississauga Office, dated March 29, 2016 (the "**2016 Parcel Report**"), indicates that the property was transferred for \$1,150,000 on February 3, 2016. A copy of the 2016 Parcel Report is attached as Exhibit "**I**".
20. The 2016 Parcel Report also indicates that the charge registered by Liquid Capital Group was discharged on February 3, 2016. A copy of the mortgage instrument is attached as Exhibit "**J**".

D. TRANSFER FROM FREIGHTCAN TO TRANSPORT OPERATORS AND LIQUID CAPITAL

1. Relationship between Dhillon and Prasad (Freightcan)

21. As set out in the Special Report, Dhillon is a director and secretary of Transport Operators. HeHe is also a director and secretary of Liquid Capital Group, a franchisee of Liquid Capital. The Liquid Capital website identifies Dhillon as the "Local Liquid Capital Principal" for Brampton, Ontario. Dhillon executed the Supply Agreement between Liquid Capital Finance and Freightcan, on behalf of Liquid Capital Finance (Exhibit "A" to the Roter Affidavit and Exhibit "H" to the Special Report). It also appears from the Dhillon Affidavit, the Roter Affidavit, and the email correspondence set out below, that dealings between Liquid Capital and Freightcan were primarily, if not exclusively, through Dhillon.

22. Based on the following information described in the Special Report and in this Supplemental Report, it would appear that Prasad, President and sole director of Freightcan, and Dhillon were closely connected:
- (a) the arrangement of a second mortgage on Prasad/Sitaram's private residence in connection with loans to Freightcan which contemplated Dhillon having full access to a TD bank account and a requirement for Dhillon's prior written permission to allow Freightcan to issue payments from this account to parties other than Liquid Capital, as described below;
 - (b) Dhillon's correspondence with Prasad and Freightcan's legal counsel in the period immediately prior to the August 17, 2015 endorsement of Justice Matheson, including Dhillon's drafted (but unsent) letter dated August 12, 2015 to HSBC with respect to the imminent receivership, which were appended as Exhibit "R" to the Special Report;
 - (c) Dhillon's arrangement for a \$300,000 charge which was registered on the Mississauga Office owned by the Landlord but in respect of Freightcan debt, on August 13, 2015, as described above; and
 - (d) Dhillon's detailed knowledge of Freightcan's financial circumstances and extensive access to books and records since at least the period immediately prior to the execution of the Supply Agreement with Liquid Capital Finance on January 7, 2015.
23. The Receiver has continued to review available books and records of Freightcan and has identified additional correspondence between Dhillon and Prasad that are relevant to the issues raised in the Roter Affidavit and the Dhillon Affidavit, specifically the statements that Transport Operators and Liquid Capital were not aware that Freightcan was experiencing financial difficulties in the summer of 2015 and that it was subsequently put into receivership.
24. On or about July 26, 2015, Dave Pandher, President of Five Star Insurance, wrote to Dhillon indicating that he was willing to help Prasad because of her long term business relationship with Dhillon. Dhillon subsequently forwarded this email to Prasad with a Mortgage Commitment Letter attached. A copy of this email chain and attachment is attached as Exhibit "K".
25. The Mortgage Commitment Letter with respect to a second mortgage on the private residence of Prasad and Sitaram (this property has since been sold) describes Compound Profit Corp. of Suite # 200, 270 Orenda Road, Brampton, Ontario as the lender. Dhillon has represented himself as the Managing Director of Compound Profit Corp. in correspondence reviewed by the Receiver. Paragraphs 21 and 22 of the Mortgage Commitment Letter refer to Freightcan debt and the use of a TD bank account for Liquid Capital purposes, as follows:
- "21 Mortgage proceed will be paid to Liquid Capital Group Corp. to pay out portion of the loan which is given to Freightcan Global Inc.*

22 Freightcan Global Inc will provide full access to their bank account to monitor any activities. All cheques from TD bank account (US) account will be issued to Liquid Capital or Liquid Capital instructions unless prior written permission from the Liquid Capital and/or their representatives.”

26. On or about July 26, 2015, Prasad provided details of the Freightcan TD Accounts to Dhillon. The July 26, 2015 email is attached as Exhibit “L”.
27. On or about July 27, 2015, Prasad sent security information for the Freightcan USD TD Account to Dhillon at Dhillon’s request, including the username and password for online account access, and her answers to the security questions. From this it appears that Dhillon had direct online access to at least the USD TD Account from which the Receivership Trust Funds were transferred without the knowledge or consent of the Receiver. A copy of the July 27, 2015 email chain between Prasad and Dhillon is attached as Exhibit “M”.
28. As noted above, the Mortgage Commitment Letter contemplated Dhillon having full access to a TD bank account and provided that any payments to parties other than Liquid Capital required Dhillon’s prior written permission. In the July 27, 2015 email exchange Prasad listed six payments to non-Liquid Capital entities which the Receiver has reconciled to the USD TD Account activity report that was included in Exhibit “P” of the Special Report.
29. In an undated email from Dhillon to Prasad, copying Dave Pander, Dhillon indicates that he has sent “all the documents to the Dave” and that Dave will send the information to the CEO of Liquid Capital in Montreal and the North American head in Texas so that they may discuss the Freightcan matter internally at Liquid Capital. A copy of this email is attached as Exhibit “N”.
30. The Receiver is not clear as to whether Dave Pandher and Dave Pander are the same person. However, from the above email correspondence the Receiver notes that Five Star Insurance is located at Unit # 200, 270 Orenda Road, Brampton, Ontario, the same address for Liquid Capital Group and Compound Profit Corp., and also used in Dhillon’s email signature as a partner at his accounting firm (Turner Moore LLP). The Receiver also notes that Dave Pander (as “Dave Pander (LC)” <dpander@liquidcapitalcorp.com>) was copied on an email dated January 7, 2015 from Mr. Roter to TGF as set out on page 27 of 46 of the Roter Affidavit.

RELIEF SOUGHT

31. For the reasons set out above and in the Special Report, the Receiver continues to recommend that the Court make an Order:

- (a) declaring that Prasad is in breach of section 4 of the Appointment Order;
- (b) declaring that the Landlord, Transport Operators and Liquid Capital are in breach of section 10 of the Appointment Order;
- (c) declaring that Prasad, the Landlord, Transport Operators and Liquid Capital are in breach of section 4 of the *Assignments and Preferences Act*;
- (d) requiring the Landlord to return the amount of CAD \$13,178.81 to the Receiver;
- (e) requiring Transport Operators to return the amount of USD \$34,730.00 to the Receiver;
- (f) requiring Liquid Capital to return the amount of USD \$23,700.00 to the Receiver;
- (g) further, or in the alternative, requiring Prasad to return the amounts of CAD \$13,178.81 and USD \$58,430.00 of to the Receiver; and
- (h) costs of the motion payable to the Receiver.

All of which is respectfully submitted at Toronto, Ontario this 29th day of March, 2016.

Deloitte Restructuring Inc.,
solely in its capacity as the
Court-appointed receiver of
Freightcan Global Inc., and
without personal or corporate liability



Per:
Paul M. Casey, CPA, CA, CIRP
Senior Vice-President

EXHIBIT “D”

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

**SECOND SUPPLEMENTAL REPORT
TO THE SPECIAL REPORT OF THE RECEIVER
DATED MAY 16, 2016**

Filed by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver of Freightcan Global Inc.

TABLE OF CONTENTS

Introduction	3
Recovery of Unauthorized Transfers of Funds to Date	3
Relief Sought	4

INTRODUCTION

1. The purpose of this second supplemental report of the Receiver (the “**Second Supplemental Report**”) is to update the Court on recoveries following the service of its Supplemental Report dated March 29, 2016 (the “**Supplemental Report**”) and to amend the relief being sought from the Superior Court of Justice.
2. Unless otherwise defined in this Second Supplemental Report, capitalized terms will have the meaning ascribed in the Special Report dated January 20, 2016 (the “**Special Report**”), the Supplemental Report or in the Factum of the Receiver dated May 10, 2016.
3. Reference is made to paragraph 40 of the Special Report which sets out that CAD \$27,601.47 and USD \$58,430.00 had been transferred without the knowledge or consent of the Receiver, from Freightcan’s undisclosed bank accounts held at TD subsequent to the effective time of the Appointment Order. All of these transfers or cheques were initiated or signed by Prasad or Sitaram.

RECOVERY OF UNAUTHORIZED TRANSFERS OF FUNDS TO DATE

4. As set out in paragraph 5 of the Supplemental Report, CIBC voluntarily returned CAD \$11,771.19 to the Receiver on March 2, 2016. CIBC had indirectly received this amount from the Landlord by way of a transfer of funds from Freightcan’s TD Account to the Landlord on August 18, 2015. The Landlord has yet to return the difference of CAD \$13,178.81 (i.e. \$24,950.00 less \$11,771.19) to the Receiver.
5. On May 11, 2016, the Receiver entered into a settlement agreement with Liquid Capital which has since repaid funds to the Receiver.
6. On May 13, 2016, the Receiver entered into a settlement agreement with Transport Operators which has since repaid funds to the Receiver.
7. The Landlord has not returned the funds that were transferred by Freightcan’s principals and without the knowledge or consent of the Receiver.

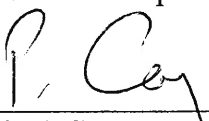
RELIEF SOUGHT

8. For the reasons set out above and in the Special Report and Supplemental Report, the Receiver continues to recommend that the Court make an Order:
- (a) declaring that Prasad is in breach of section 4 of the Appointment Order;
 - (b) declaring that the Landlord is in breach of section 10 of the Appointment Order;
 - (c) requiring the Landlord to return the amount of CAD \$13,178.81 to the Receiver;
 - (d) awarding costs of the motion payable to the Receiver; and
 - (e) granting such further and other relief as counsel may advise and the Honourable Court may permit.

All of which is respectfully submitted at Toronto, Ontario this 16th day of May, 2016.

Deloitte Restructuring Inc.,
solely in its capacity as the
Court-appointed receiver of
Freightcan Global Inc., and
without personal or corporate liability

Per:



Paul M. Casey, CPA, CA, CIRP
Senior Vice-President

EXHIBIT “E”

Court File No.: CV-15-10828-00CL

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

THE HONOURABLE

JUSTICE CONWAY

)
)
)
)
)

THURS DAY, the 19th

DAY OF MAY, 2016.

**IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43,
as amended and Section 47(1) of the *Bankruptcy and Insolvency Act* (Canada)**

HSBC BANK CANADA

Applicant

– and –

FREIGHTCAN GLOBAL INC.

Respondent

ORDER

THIS MOTION, brought by Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as Court-appointed receiver (the "**Receiver**") over the assets, undertakings and properties of Freightcan Global Inc. ("**Freightcan**") in the within proceedings, for the relief set out in the Amended Notice of Motion, dated February 2, 2016, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record, the Reply Motion Record, the Amended Notice of Motion, the Special Report of the Receiver, the Supplemental Report of the Receiver, the Second Supplemental Report of the Receiver, the Factum of the Receiver and the Book of Authorities of the Receiver, filed, and on hearing the submissions of counsel for the Receiver, no one else appearing for any other person on the service list, although duly served as appears from the affidavits of service of Bobbie-Jo Brinkman, dated February 5, 2016, Andrea McEwan, dated

March 29, 2016, Denise Berton, dated May 11, 2016 and May 16, 2016, and Rachel Bengino, dated May 11, 2016, filed;

1. **THIS COURT DECLARES** that 2335898 Ontario Inc. and Padmini Prasad are in breach of the Order of the Ontario Superior Court of Justice, effective 11:59 p.m. August 17, 2015, appointing Deloitte as Receiver of Freightcan.

2. **THIS COURT ORDERS** that 2335898 Ontario Inc. pay to the Receiver the sum of \$13,178.81, together with pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990 c. C.43.

3. **THIS COURT ORDERS** that the Receiver will have its costs of this motion up to and including entry and service of this Order on a ^{BE partial} substantial indemnity basis. *in the amount of \$10,000, all inclusive. BE*

Conway

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 19 2016

PER / PAR: *[Signature]*

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as amended and Section 47(1) of the
Bankruptcy and Insolvency Act (Canada)

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER

THORNTON GROUT FINNIGAN LLP
100 Wellington Street West
Suite 3200
Toronto ON M5K 1K7

Andrea McEwan (LSUC# 53781P)
Email: amcewan@tgf.ca
Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for Deloitte Restructuring Inc.,
in its capacity as Court-appointed Receiver

HSBC BANK CANADA

Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-000

May 19, 2016

May 19/16 A. McEwan, for Deloitte

(1030 am) No one has appeared today for the Landlord (2335898 Ontario Inc), nor has Ms Prasad attended. No responding materials have been filed. The App materials were duly served & the Resps (Landlord & Ms Prasad) were advised specifically of this hearing date by Ms McEwan last week when she delivered the Facsim. I am satisfied by the record that the LL & Ms Prasad have breached the appointing order of Aug 17/15 by transferring funds to the Landlord & that the \$/S net rental funds of \$13,178.81 are to be returned to the Receiver, with interest. Costs on OTC as signed by me, a p. indemnity basis of \$10K, all in

Conway J

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

REPLY MOTION RECORD

THORNTON GROUT FINNIGAN LLP
Suite 3200, TD West Tower
100 Wellington Street West
P.O. Box 329, Toronto-Dominion Centre
Toronto, ON M5K 1K7

D.J. Miller (LSUC #34393P)
Tel: (416) 304-0559
Email: djmillier@tjgf.ca

Andrea McEwan (LSUC #53781P)
Tel: (416) 304-0596
Fax: (416) 304-1313
Email: amcewan@tjgf.ca

Lawyers for the Court-Appointed Receiver,
Deloitte Restructuring Inc.



EXHIBIT “F”

**IN THE MATTER OF THE RECEIVERSHIP OF
FREIGHTCAN GLOBAL INC.
STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD AUGUST 17, 2015 TO AUGUST 31, 2018
(Amounts in CAD)**

Cash receipts

Advances to the estate by Secured Lender	\$ 214,102.23
Collections of accounts receivable	109,223.19
Partial recovery of unauthorized transfers	75,827.84
Proceeds from the sale of office furniture and computers	5,050.00
Transfers from pre-receivership bank accounts	4,814.44
HST refunds and collections	26,130.57
Total receipts	<u>\$ 435,148.26</u>

Less: Canada Revenue Agency deemed trust re unremitted source deductions	\$ 7,690.00
WEPPA employee priority claims pursuant to BIA 81.4	17,236.43
Tax and employee priority claims	<u>\$ 24,926.43</u>
Net receipts, before disbursements	<u>\$ 410,221.83</u>

Cash disbursements

Receiver's professional fees	\$ 238,127.00
Restructuring legal fees	2,792.50
Commissions and receivable settlement costs	8,058.33
Administrative disbursements	6,067.75
HST paid	29,776.85
Total disbursements	<u>\$ 284,822.43</u>

Ending cash balance as at August 31, 2018	<u><u>\$ 125,399.40</u></u>
--	-----------------------------

Accrued expenses

Unpaid Receiver's professional fees, including disbursements and HST	27,937.34
Unpaid restructuring legal fees, including disbursements and HST	7,500.00
Estimated residual receivership disbursements	1,500.00
Total accrued expenses	<u>36,937.34</u>

Estimated partial repayment of receivership borrowings to HSBC Bank Canada	<u><u>\$ 88,462.06</u></u>
---	----------------------------

EXHIBIT “G”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

AFFIDAVIT OF PAUL CASEY
(Sworn September 5, 2018)

I, **PAUL CASEY**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Chartered Professional Accountant, Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario, and am a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), the Court-Appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Freightcan Global Inc. (the "**Debtor**") acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "**A**" is a schedule summarizing each invoice in Exhibit "**B**", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

3. Attached hereto as Exhibit "B" are true copies of the invoices for fees and disbursements incurred by Deloitte in the course of the receivership administration of the Debtor from August 17, 2015 to September 3, 2018. Included in the September 3, 2018 invoice is an accrual of 14.0 hours of estimated professional time for future discharge activities.

4. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services, and are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

5. I make this affidavit in support of a motion by the Receiver for inter alia, approval of the fees and disbursements of the Receiver.

SWORN BEFORE ME

at the City of Toronto, in the
Province of Ontario this 5th
day of September, 2018.

A commissioner for taking oaths, etc.

Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Licensed Insolvency Trustee,
Expires June 3, 2019.

)
)
)
)
)
)
Paul M. Casey

This is Exhibit "A"
in the Affidavit of Paul Casey
Sworn before me this 5th day of
September 2018.
A Commissioner, etc.

Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Licensed Insolvency Trustee
Expires June 3, 2019.

EXHIBIT "A"

REFERRED TO IN THE AFFIDAVIT OF PAUL M. CASEY
(Sworn September 5, 2018)

EXHIBIT "A"

**Calculation of Average Hourly Billing Rates of
Deloitte Restructuring Inc.
for the period August 17, 2015 to September 3, 2018**

Invoice Date	Fees	Disbursements	HST	Total Invoice Amount	Hours	Average Hourly Fee Rate
September 15, 2015	\$ 89,861.00	\$ -	\$ 11,681.93	\$ 101,542.93	246.2	\$ 364.99
November 12, 2015	\$ 42,342.00	\$ 1,775.00	\$ 5,735.21	\$ 49,852.21	104.5	\$ 405.19
February 3, 2016	\$ 54,830.00	\$ 663.00	\$ 7,214.09	\$ 62,707.09	120.9	\$ 453.52
March 3, 2016	\$ 15,292.00	\$ 70.00	\$ 1,997.06	\$ 17,359.06	32.4	\$ 471.98
May 19, 2016	\$ 25,139.00	\$ 93.00	\$ 3,280.16	\$ 28,512.16	51.8	\$ 485.31
July 22, 2016	\$ 10,663.00	\$ -	\$ 1,386.19	\$ 12,049.19	24.2	\$ 440.62
September 5, 2018	\$ 24,665.00	\$ 58.66	\$ 3,214.08	\$ 27,937.74	65.2	\$ 378.30
Total	\$ 262,792.00	\$ 2,659.66	\$ 34,508.72	\$ 299,960.38	645.2	\$ 407.30

This is Exhibit " B " ref.
in the Affidavit of Paul Casey
Sworn before me this 5th day of
September 2018
A Commissioner, etc., [Signature]

Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Licensed Insolvency Trustee,
Expires June 3, 2019.

EXHIBIT "B"

REFERRED TO IN THE AFFIDAVIT OF PAUL M. CASEY
(Sworn September 5, 2018)



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

HSBC Bank Canada
70 York Street
Toronto, ON M5J 1S9

Date: September 15, 2015
Invoice No: **3902461**
Client/Mandate No: 752920 1000278
Partner: Paul Casey
HST Registration No: 133245290

Attention: Mr. Stephen Wayland
Assistant Vice-President, North American Risk

Invoice #1

For professional services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. (the "FGI" or the "Company") for the period from August 17, 2015 to September 5, 2015.

Date	Professional	Narrative
8/17/2015	Brown, Rose M	Prepare Trust account opening letter and the package to send to HSBC Bank Canada ("HSBC") - have signed and scan and email and courier documents to HSBC. Sent out various letters as requested by S. Damiani for freezing company accounts.
8/17/2015	Casey, Paul M	Telephone conversation with D.J. Miller; meetings S. Damiani regarding receivership order and planning; emails with HSBC and counsel.
8/17/2015	Damiani, Stefano	Attendance in Chambers, discussion with the Company's counsel and TGF; draft employee termination letter; telephone discussions with P. Prasad of the Company; e-mail correspondence with the Bank and TGF regarding access to information; draft employee letter regarding temporary continuation of employment by Debtor; instructions to R. Brown with respect to banking, Ascend, creditor's listing, website, etc.; receivership planning; e-mail re PPSA and Corporate Profile Reports; file administration; e-mail to Deloitte Forensics; e-mail from F. Tayer, counsel to the Company; review e-mail correspondence from P. Prasad of the Company to the Bank regarding refinancing status; instructions to W. Leung with respect to creditors' listing; e-mail to W. Leung re WEPPA;
8/17/2015	Koroneos, Anna	Locate WEPPA template and amend, review of emails on receivership.
8/18/2015	Casey, Paul M	Emails and Telephone conversations with S. Damiani; Taking possession and priorities; Telephone conversations with HSBC.
8/18/2015	Koroneos, Anna	Locate CRA contacts for HST audit and insolvency group; with S. Damiani via email on same
8/18/2015	Sadow, Bram I	Data Collection - Forensic Imaging of computer systems at client site

Date	Professional	Narrative
8/18/2015	Damiani, Stefano	On-site attendance at the Company's premises; meetings with P. Prasad; telephone discussions with P. Casey; meeting with employees regarding termination letters, WEPPA; instructions to R. Brown; update letter to HAB Bank general counsel, instructions to R. Brown; telephone and e-mail correspondence with IT service provider (Kamal); discussions with Deloitte Forensics regarding data collection and imaging; e-mail and voicemail to G. Vazirani of HAB Bank; discussions with W. Leung regarding A/R, payroll, employees, creditors, banking, other; voicemail to CRA auditor; draft A/R demand letter; review and amend correspondence to US based representative.
8/18/2015	Leung, Warren	Attendance onsite: Meeting with Paddy to discuss receivership matters; meeting with Colin Almeida to obtain A/R and A/P listing; analysis of A/R and A/P listing and vendor addresses. Termination of employees. Preparing letters to banks. Status update to P. Casey.
8/18/2015	Yick, Roger	Onsite Data Collection
8/19/2015	Brown, Rose M	Estate Administration - re-direction of address for US location and send findings to S. Damiani.
8/19/2015	Casey, Paul M	Review A/R Assignment letter; review reporting email to HSBC; review contract employment letter, other communications regarding receivership.
8/19/2015	Damiani, Stefano	On-site attendance at the Company's premises; draft reporting e-mail to HSBC; file administration; discussions and correspondence with Deloitte Forensics; meeting with contractor; meeting with P. Prasad; e-mail to R. Brown regarding cheques; telephone and e-mail correspondence with D. Mantelos of Canada Revenue Agency regarding payroll audit; instructions to R. Brown re mail redirection; amend letters to BMO and RBC, and instructions to R. Brown on same; review trial balance, discussion with W. Leung; meeting with creditor (Cartrem) and P. Prasad; attendance on conference call with P. Prasad and C. Madewala of the Company, and W. Leung; instructions regarding AR letters; prepare contractor agreement and submit to P. Casey.
8/19/2015	Koroneos, Anna	With S. Damiani on receivership and US mail;
8/19/2015	Leung, Warren	Preparation of Notice of Receiver; Attendance onsite: Meeting with Colin A. to discuss role and request of information. Meeting with Paddy to discuss Chris M.'s role. Call with Chris M. to discuss receivership proceedings. Meeting with Paddy to discuss A/R and A/P listing and request of other information. Preparation of demand letters and creditors listing. Status update to S. Damiani.
8/19/2015	Sadow, Bram I	Data Collection - Forensic Imaging of computer systems at client site
8/19/2015	Yick, Roger	Onsite Data Collection
8/20/2015	Brown, Rose M	Estate Administration – clean-up of creditor list in excel and obtain addresses. Trust Banking – Deposit.
8/20/2015	Casey, Paul M	Telephone conversations with S. Damiani re receivership status and priorities
8/20/2015	Leung, Warren	Information request to Paddy; Review of AR demand letters
8/20/2015	Sadow, Bram I	Evidence Management, Communications - Forwarding summary of loose files and e-mail found on Paddy's laptop.

Date	Professional	Narrative
8/20/2015	Damiani, Stefano	On-site attendance at the Company's premises; amendments to contractor agreement, instructions to W. Leung on same; review and amend correspondence to P. Prasad re A/R and A/P listings; telephone discussion with CRA Auditor; review e-mails from W. Leung; comments to W. Leung on mailing of A/R demand letters; review email from B. Raguz of HSBC, forward balance to R. Brown for Ascend; meeting with CRA and contractor with respect to payroll audit; call with W. Leung; discussion with P. Prasad; telephone discussion with P. Casey; review letter from counsel to Habib Bank, and respond by voicemail and e-mail.
8/20/2015	Yick, Roger	Evidence Management
8/21/2015	Brown, Rose M	Trust Bank Administration - Deposit and complete final draft version of the creditor list in excel and test that it will import into Ascend.
8/21/2015	Casey, Paul M	Telephone conversations with S. Damiani
8/21/2015	Damiani, Stefano	On-site attendance at the premises of the Company; discussion with customer (Rubicon); telephone and e-mail correspondence with P. Prasad of the Company; telephone and e-mail correspondence with US counsel to Habib Bank; conference call with P. Casey; discussions with W. Leung; e-mail to Deloitte Forensics; discussion and e-mail correspondence with customer (CHI Commodities); follow up e-mails to C. Madewala; draft letter to TD Bank, instructions to W. Leung on same; review Scotiabank schedules with Freightcan TD account details; draft reporting e-mail to HSBC;
8/21/2015	Koroneos, Anna	With S. Damiani on redirection; research and email Princeton office to accept mail - fill out form and review
8/21/2015	Leung, Warren	Attendance onsite: Review of AR demand letters; discussion with vendors; meeting with Colin A. regarding Payroll, calls to banks, draft update to HSBC.
8/21/2015	Sandow, Bram I	Evidence Management - Control Sheet updates
8/21/2015	Yick, Roger	Evidence Management
8/22/2015	Casey, Paul M	Review update email to HSBC and comment
8/24/2015	Brown, Rose M	Trust Administration - Update creditor list for address and import excel spreadsheet into Ascend.
8/24/2015	Casey, Paul M	Review email regarding shipments in transit; Meeting and instructions to W. Leung and S. Damiani; Review notice and statement of receiver.
8/24/2015	Damiani, Stefano	On-site attendance at the Company's premises; telephone discussion with P. Prasad of the Company; meeting with P. Casey; review e-mail correspondence from creditor and TGF; meeting with W. Leung on A/R and file status; calls with contractor; amend 245/246 Notice, submit to C. Hristow for QA review; telephone call with customer (Big Island Queries); review correspondence from customer (CHI Commodities), and amend response for W. Leung; review e-mail to customer (Rubicon); call with CRA; draft letter to CRA and complete RC59 form, instructions to R. Brown and W. Leung on same; review banking details with W. Leung; telephone call from creditor (CMS Shipping); e-mail correspondence with counsel to Habib Bank and P. Prasad; conference calls with P. Prasad and W. Leung; e-mail from C. Madewala; e-mail to C. Golshani of the CRA Insolvency Unit.

Date	Professional	Narrative
8/24/2015	Koroneos, Anna	With USPS online services and with Deloitte Princeton office for retrieval and sending of mail; mail redirection to USPS and review of electronic confirmation.
8/24/2015	Leung, Warren	Attendance onsite: discussion with creditors, review of creditors listing, review of payroll for WEPPA, call with Paddy; Meeting with P. Casey, review of AR demand letters, review of creditors listing.
8/24/2015	Sadow, Bram I	Evidence Management; Communications - Reporting on Paddy's mail; Data Preparation - Initial Image processing, Mail Extraction, Mail processing
8/25/2015	Brown, Rose M	Trust Administration - Mailing 245/246 notices - Print labels, Photocopies & stuffing envelopes. Fax to OSB to register receivership.
8/25/2015	Casey, Paul M	Emails; Telephone conversations with S. Damiani; Attend on-site at the Company for meetings with Freightcan management and team; review documents; telephone conversations with HSBC; Other.
8/25/2015	Damiani, Stefano	On-site attendance at the Company's premises; meeting with P. Prasad; call with Director of Distribution of Tim Horton's; review corporate profile report for PGA Trading and Shipping; review response from P. Prasad to CHI Commodities inquiry; review response from P. Prasad re company credit cards; review e-mail from P. Prasad re deposits with vendors, and draft demand letter re same, instructions to W. Leung; review listing prepared by Deloitte Forensics; telephone discussion with P. Casey; finalize agreement with contractor; review and approve s. 245/246 notice, instructions to R. Brown re mailing; correspondence with auctioneer re office furniture, fixed assets; discussions with creditors; e-mail to Deloitte India; e-mail to Tim Hortons; instructions to R. Brown re website; telephone and e-mail correspondence with Liquid Capital; review trust ledger;
8/25/2015	Leung, Warren	Attendance onsite: Meeting with Paddy to obtain information re: top 20 customers; meeting with P. Casey and S. Damiani on status and next steps; Directions to Colin to complete payroll listing.
8/25/2015	Sadow, Bram I	Analysis/ Communications - Reporting on Paddy's Mail
8/26/2015	Casey, Paul M	Review email from EDC; Telephone conversations with S. Damiani; S. Wayland; Other receivership admin
8/26/2015	Damiani, Stefano	On-site attendance at the Company's premises; e-mail correspondence with C. Madewala of the Company and R. Brown re cheques; call with Deloitte India re A/R; e-mail to C. Madewala re company credit card; review and amend employee letter, instructions to R. Brown re same; review corporate profile and land title search reports; review EDC letters dated May 26, 2015 and August 26, 2015 and list of customers; discussions with W. Leung; telephone call and detailed e-mail to E. Berrigan of EDC; telephone and e-mail correspondence with customer (Big Island Quarries); telephone discussions with P. Casey; call and e-mail to TD Bank re FGI account;
8/26/2015	Koroneos, Anna	With S. Damiani, review of mail and scan; with R. Brown on creditors; perform PPSA, Title and corp search.
8/26/2015	Leung, Warren	Attendance onsite: Extracting deposit with vendor and sundry receivable listing and prepared and mailed out further demand letters; received calls from customers and creditors re: receivership; prepared WEPPA calculations and instructed Colin to complete ROEs for employees; call to TD and CIBC to follow-up on bank accounts.

Date	Professional	Narrative
8/27/2015	Brown, Rose M	Trust Banking Administration - Set up account on Ascend and input entries.
8/27/2015	Casey, Paul M	Conference call with team re active receivership matters; Follow up call with S. Damiani re status
8/27/2015	Damiani, Stefano	On-site attendance at the Company's premises; meetings with P. Prasad; call with P. Casey; discussion with W. Leung regarding IT access matters; correspondence with R. Brown regarding creditor; review OSB certificate; emails with C. Madewala re cheques at the Edison, NJ office; telephone discussion with creditor (Hanjin); telephone discussion with customer (Big Island Quarries); review books and records; telephone discussion with representative of creditor and customer (Eshpre); review correspondence from creditors; review instructions schedule to Deloitte India, comments to W. Leung;
8/27/2015	Koroneos, Anna	With W. Leung on WEPPA.
8/27/2015	Leung, Warren	Attendance onsite: Meeting with Paddy re: goods in transit accounts; calls with customers and creditors; investigation into AR balance.
8/28/2015	Brown, Rose M	Trust Banking Administration - Deposits and confirm wire received in account.
8/28/2015	Casey, Paul M	Meeting with S. Damiani and W. Leung and email update to HSBC.
8/28/2015	Damiani, Stefano	On-site attendance at the Company's premises; review e-mail regarding A/R collections; telephone correspondence with creditors (Globex, Camel Transport) re 245/246 notice; voicemail to J. Notay of TD; telephone and e-mail correspondence with customer (Big Island Quarries) regarding payment; voicemail to counsel to Habib Bank; correspondence with Deloitte India; call with BDC; review and amend reporting e-mail; review e-mails from W. Leung and customers;
8/28/2015	Koroneos, Anna	With W. Leung and S. Damiani on WEPPA, ESA and other priorities; review of schedule for WEPPA and plan for issuing letters.
8/28/2015	Leung, Warren	Attendance onsite: Review of EDC, BDC details; status update to HSBC, review of WEPPA calculation, calls from customers and vendors.
8/31/2015	Brown, Rose M	Trust Banking administration - Deposits.
8/31/2015	Damiani, Stefano	Telephone discussion with Hanjin, and instructions to W. Leung on same; review e-mail correspondence with CIBC re status of accounts and bank statements; review e-mails re A/R demand letters; review correspondence from Nandita, discuss and draft responses with W. Leung on same; call with creditor (Port Everglades); attend calls with creditors and W. Leung; e-mail correspondence with P. Prasad of the Company; correspondence with representatives of Xerox; conference call with P. Prasad and W. Leung; call with Ford Credit Canada, review claim; draft letter to Lincoln Automotive Financial Services; review A/R records;
8/31/2015	Leung, Warren	Call with customers and creditors; investigation into AR balance; Meeting with S. Damiani to discuss AR issues; review of ROE forms.
9/1/2015	Brown, Rose M	Trust Banking Administration - Confirm deposit made to account by 3rd Party and input into ascend.
9/1/2015	Koroneos, Anna	With W. Leung on ROEs and WEPP - Service Canada link.
9/1/2015	Leung, Warren	Call with customers and creditors; investigation into AR balance; Meeting with S. Damiani to discuss AR issues, review of ROE forms.

Date	Professional	Narrative
9/1/2015	Damiani, Stefano	Review e-mail correspondence with various customers; amend correspondence and instructions to W. Leung on same re customer matters; telephone correspondence with creditor; e-mails with P. Prasad of the Company; telephone discussion and e-mail correspondence with D. Mantellos of CRA; review correspondence from BMO; follow up e-mail to TD branch manager; e-mail to auctioneer; detailed instructions to W. Leung; update call with P. Casey;
9/2/2015	Leung, Warren	Attendance onsite: call with customers and creditors; call with CRA to discuss payroll and tax audit; call with RBC to confirm no outstanding accounts.
9/3/2015	Koroneos, Anna	With W. Leung on mail and respond
9/3/2015	Leung, Warren	Attendance onsite: call with customers and creditors; call with Paddy to discuss EDC insured customers and other queries.
9/4/2015	Brown, Rose M	Trust Banking administration - Deposits.
9/4/2015	Leung, Warren	Attendance onsite: call with customers and creditors; meeting with Paddy to discuss outstanding requests; meeting with PGA Trading to discuss history of transactions.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Senior Vice President	12.7	\$600.00	\$7,620.00
Stefano Damiani	Vice President	82.2	\$470.00	\$38,634.00
Anna Koroneos	Manager	6.1	\$350.00	\$2,135.00
Warren Leung	Manager	76.5	\$350.00	\$26,775.00
Bram Sandow, Forensic	Senior	28.0	\$250.00	\$7,000.00
Roger Yick, Forensic	Senior	23.0	\$250.00	\$5,750.00
Rose Brown	Trust Administrator	17.7	\$110.00	\$1,947.00
Total professional hours and fees		246.2		\$89,861.00
HST @13%				\$11,681.93
Total payable				\$101,542.93

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

HSBC Bank Canada
70 York Street
Toronto, ON M5J 1S9

Date: November 12, 2015
Invoice No: 3938414
Client/Mandate No: 752920 1000278
Partner: Paul Casey
HST Registration No: 122893605

Attention: Mr. Stephen Wayland
Assistant Vice-President, North American Risk

Invoice #2

For professional services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. ("Freightcan" or the "Company") for the period from September 6, 2015 to October 5 2015.

Date	Professional	Description
9/7/2015	Damiani, Stefano	Review email correspondence from various customers; email from P. Prasad of the Company and W. Leung; update from C. Madewala regarding cheques at US office; review PDA Trading/Liquid Capital fax; review email correspondence from CIBC.
9/8/2015	Casey, Paul	Meeting with W. Leung to discuss status; email reporting to HSBC Bank Canada ("HSBC"); review accounts receivable ("A/R") collections and receivership activities; review correspondence to P. Prasad.
9/8/2015	Leung, Warren	Telephone discussion with customers and creditors; status update with P. Casey; update of A/R collection tracker.
9/9/2015	Brown, Rose	Trust Account administration - disbursement cheques and take re-direction to the post office.
9/9/2015	Casey, Paul	Review email report to HSBC and comments to W. Leung; further meetings to discuss A/R collection efforts and other activities.
9/9/2015	Leung, Warren	Telephone discussion with customers and creditors; prepared and sent Wage Earner Protection Program Act ("WEPPA") package to former employees; status update with P. Casey.
9/10/2015	Leung, Warren	Telephone discussion with customers and creditors; investigation into A/R balance; following up on customer collections.
9/11/2015	Brown, Rose	Trust Banking Administration - prepare and process transfer between accounts and disbursement cheques.
9/11/2015	Casey, Paul	Meeting with W. Leung regarding status; review and update receivership action plan; instructions regarding A/R collection efforts; draft and issue email to P. Prasad.

Date	Professional	Description
9/11/2015	Leung, Warren	Telephone discussion with customers and creditors; meeting with P. Casey to discuss plan of action; investigation into A/R balance; following up on customer collections.
9/14/2015	Casey, Paul	Planning meeting with W. Leung.
9/14/2015	Leung, Warren	Correspondence with former employees regarding WEPPA claims; call liquidators to arrange onsite inspection; attendance on a conference call with customer; preparation of interim account.
9/15/2015	Brown, Rose	Trust Banking Administration - review accounts online and prepare rush disbursement cheque and send out by courier.
9/15/2015	Casey, Paul	Attendance on-site for residual receivership administration and meeting with Prasad who ultimately did not attend; meeting with auctioneer; email correspondence to P. Prasad regarding various matters.
9/15/2015	Leung, Warren	Attendance on site; inventory of files and furniture and fixtures; set-up three liquidators for inspection; correspondence with TD bankruptcy department regarding bank statements; facilitate release of shipment for AUK International; correspondence with Deloitte India for legal options regarding an account owing from an India-based customer.
9/16/2015	Brown, Rose	Trust Banking Administration - deposit.
9/16/2015	Casey, Paul	Email correspondence with W. Leung regarding receivership administration; communications with P. Prasad.
9/16/2015	Damiani, Stefano	Review numerous emails with customers; voicemail from creditor, and send comments to W. Leung regarding same; review correspondence with P. Prasad of the Company regarding A/R, billings, fixed assets; review emails by HSBC and P. Casey.
9/16/2015	Koroneos, Anna	Perform searches for PGA and real property; review and summarize; forward to W. Leung; locate and update Proof of Claim ("POC") for property and demand for proof of security and forward to W. Leung.
9/16/2015	Leung, Warren	Telephone discussion with customers; sent 7 accounts to collection agency; telephone conversation with Deloitte Italy legal to act on GFC Global Freight Consulting; email conversation with Deloitte India to pursue legal action against FGL Chennai; prepared POC of property document; reviewed TD bank account statements and requested supporting backup; reviewed WEPPA POCs.
9/17/2015	Brown, Rose	Estate administration, updating POC from employees and file.
9/17/2015	Casey, Paul	Meeting with W. Leung; review creditor correspondence; research results of security interest.
9/17/2015	Leung, Warren	Conversation with IT service provider regarding cloud storage; drafted an action plan for remaining receivership activities; drafted letter to customer regarding statement of claim; telephone conversation with A. McEwan of Thornton Grout Finnigan ("TGF"); telephone correspondence with customers and creditors.
9/18/2015	Leung, Warren	Telephone discussion with customers; drafting of letter to P. Prasad regarding HAB Bank; communications to liquidators.
9/21/2015	Leung, Warren	Telephone discussion with customers; email to Deloitte India team regarding collection matter.

Date	Professional	Description
9/22/2015	Brown, Rose	Trust Banking Administration - deposit.
9/22/2015	Casey, Paul	Meeting with S. Damiani to discuss open points and priorities.
9/22/2015	Damiani, Stefano	Review of emails from customers and creditors; review reporting email to HSBC; review emails from W. Leung; status update meeting with W. Leung, review outstanding items listing; discussion with P. Casey; review offer for fixed assets, comments to W. Leung regarding same; review email from collection agency; review email from V. Wallia; respond to creditor query (Sino United); email to D. Glen of the collection agency; file administration.
9/22/2015	Leung, Warren	Meeting with S. Damiani to update on progress; emails to customers.
9/23/2015	Brown, Rose	Estate Administration - print letter, mail and fax letter to Canada Revenue Agency ("CRA"); send confirmation to S. Damiani.
9/23/2015	Damiani, Stefano	Telephone and email correspondence with V. Andrews of CIBC regarding status of information; email and telephone correspondence with Deloitte Italy, and review document regarding customer's principal; review email from W. Leung to Deloitte India regarding legal options; draft letter to CRA with respect to receivership date; emails with W. Leung regarding CRA matters; telephone and email correspondence with customer (Ciot) and W. Leung; email correspondence with W. Leung regarding customer and A/R matters.
9/23/2015	Leung, Warren	Attendance onsite; inventory of files; meeting with customers; telephone call with Deloitte Italy regarding: collection; telephone call and email to India local counsel regarding collection.
9/24/2015	Brown, Rose	Estate Administration - print letter, mail and fax letter to CRA (London office); send confirmation to S. Damiani.
9/24/2015	Casey, Paul	Meeting with S. Damiani to discuss remaining receivership administration and A/R collection effort.
9/24/2015	Damiani, Stefano	Draft letter package to CRA and T2 waiver request forms, and instructions to R. Brown regarding same; review email from customer regarding A/R balance; update action plan and outstanding information listing, and meeting with P. Casey regarding same; review draft of preliminary report; meeting with W. Leung on A/R and other file matters; email correspondence with P. Baird of CIBC regarding timing of account statements; follow up calls to customers.
9/24/2015	Leung, Warren	Meeting with S. Damiani to call customers.
9/25/2015	Damiani, Stefano	Follow up calls to customers regarding outstanding accounts, and discussion with W. Leung regarding additional A/R for collection agency; email to Deloitte Forensics regarding QuickBooks; review emails from W. Leung; emails from customers; email correspondence with P. Baird of CIBC; review CIBC bank statements and put questions to CIBC on cancelled cheques; email to W. Leung.
9/25/2015	Leung, Warren	Meeting with S. Damiani to call customers.
9/25/2015	Sandow, Bram	Retrieval and sending of QuickBooks backup via ShareFile.
9/28/2015	Casey, Paul	Meeting with S. Damiani, W. Leung regarding landlord correspondence, demands, cash drawings, A/R, furniture and computer equipment realization; draft correspondence.

Date	Professional	Description
9/28/2015	Damiani, Stefano	Respond to creditor query about payment (Orchid Line); email correspondence with V. Andrews of CIBC regarding cancelled cheques; telephone discussion with F. Gagnon of BLG Montreal, legal counsel to certain creditors; voicemail to customer (Sysco) regarding outstanding A/R, instructions relating to collections; emails from D. Glen of CMI (collection agency); attend telephone discussion with Ciot regarding account reconciliation, status of containers and payment; draft letter to 2335898 Ontario Inc., and email same to A. McEwan of TGF; review email from customer (Rubicon); review lender priority agreement, and email to HSBC and TGF regarding same; review TD documentation regarding unauthorized transfers made by the Company.
9/28/2015	Leung, Warren	Meeting with P. Casey and S. Damiani regarding status update; emails to customers regarding collection; review of India legal counsel fees; correspondence with former employee regarding WEPPA.
9/29/2015	Casey, Paul	Meetings with S. Damiani; review correspondence regarding Landlord demand; other receivership activities; discuss Business Development Bank of Canada ("BDC") loans to the Company.
9/29/2015	Damiani, Stefano	Review email from Ciot regarding outstanding amounts and carrier; review additional supporting documentation provided by TD, and discussion with W. Leung regarding same; review email from customer (ISS Shipping) regarding status of reconciliation; review corporate search for recipient of funds transferred post-receivership; review comments from A. McEwan, finalize letter and issue to D. Prasad Sitaram and P. Prasad; draft letter and appendices regarding unauthorized transfers from TD and HAB Bank, and submit to P. Casey for review; meeting with W. Leung; instructions to W. Leung regarding QuickBooks reports; emails with D. J. Miller of TGF and S. Wayland of HSBC regarding security agreement; review email from customer (Waterlink Pak); email to D.J. Miller and A. McEwan regarding transfer letter.
9/29/2015	Leung, Warren	Correspondence with former employee regarding WEPPA; meeting with S. Damiani; compiling transition list; calls to customers; calls to Deloitte India and Deloitte Italy; review of TD bank statement support; drafting of legal demand letter.
9/30/2015	Casey, Paul	Correspondence to P. Prasad regarding diverted funds; meeting with S. Damiani regarding international demands.
9/30/2015	Damiani, Stefano	Email correspondence with TGF regarding unauthorized transfers, send blacklined letter to counsel; telephone discussion with representative of Waterlink; telephone discussion with creditor (On Route); draft email to Waterlink, instructions to W. Leung regarding same; telephone discussion with A. McEwan of TGF; telephone discussion with S. Wayland of HSBC regarding unauthorized bank transfers performed by Freightcan Management; email to C. Madawela regarding cheques.
9/30/2015	Leung, Warren	Correspondence with employee regarding WEPPA; emails to customers.

Date	Professional	Description
10/1/2015	Casey, Paul	Meeting with S. Damiani regarding instructions; telephone attendance with S. Damiani regarding P. Prasad; email correspondence.
10/1/2015	Damiani, Stefano	On-site attendance at Freightcan's offices; meeting with P. Prasad of the Company and discussion on unauthorized cash transfers made by Freightcan and related letters, A/R, fixed assets, loan balances, other matters; telephone discussion with Deloitte Italy regarding customer dispute in Italy; review books and records; discussion and email from M. Kadakia of PGA International; email correspondence with P. Casey; instructions to J. Tailor; review corporate income tax returns and capital cost schedule for additions; review loan files; email correspondence with customers (ISS Shipping, Waterlink); email regarding prospective purchaser of office equipment.
10/5/2015	Casey, Paul	Meetings with S. Damiani regarding furniture and equipment, and A/R collections.
10/5/2015	Damiani, Stefano	Email correspondence with Inchcape regarding reconciliation of account, and provision of payment details/instructions to the Receiver; email to W. Leung regarding collection agency; email correspondence with Waterlink regarding account and payment status; telephone discussion with Deloitte India regarding FCL Chennai account and related legal matters; telephone discussion with A. Ahuja (Inchcape), and draft the requested letter; telephone discussion with creditor (APL); draft letter to BDC and HSBC, email to P. Casey regarding same.
10/5/2015	Koroneos, Anna	Discussion with S. Damiani regarding US redirected mail and discussion with Princeton office regarding same; review response and discussion with S. Damiani regarding reporting regarding same.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Senior Vice President	15.1	\$600	\$ 9,060.00
Stefano Damiani	Vice President	26.8	\$470	12,596.00
Anna Koroneos	Manager	2.0	\$350	700.00
Warren Leung	Manager	55.5	\$350	19,425.00
Rose Brown	Trust Administrator	5.1	\$110	561.00
Total hours and professional fees		104.5		\$ 42,342.00
Disbursements				
Ground transportation				\$ 663.00
Postage for mass mailing of demand letters				515.00
Printing				429.00
Courier				90.00
PPSA reports				78.00
Total disbursements				\$ 1,775.00
Total professional fees and disbursements				\$ 44,117.00
HST @13%				5,735.21
Total payable				\$ 49,852.21

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

HSBC Bank Canada
70 York Street
Toronto, ON M5J 1S9

Date: February 3, 2016
Invoice No: **3985781**
Client/Mandate No: 752920 1000278
Partner: Paul Casey
HST Registration No: 133245290

Attention: Mr. Stephen Wayland
Assistant Vice-President, North American Risk

Invoice #3

For professional services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. (the "FGI" or the "Company") for the three-month period from October 6, 2015 to December 31, 2015.

Date	Professional	Description
10/6/2015	Damiani, Stefano	Review email correspondence with customer (Trans-Continental); telephone attendance with F. Panzera of Ciot regarding status of remaining 3 containers and payment; email correspondence with P. Baird of CIBC; telephone attendance and email correspondence with C. Madawela of the Company; review Canada Revenue Agency ("CRA") correspondence; instructions to J. Tailor.
10/6/2015	Tailor, Jay	Reviewing income tax returns; review documents re Business Development of Canada ("BDC") loans.
10/7/2015	Damiani, Stefano	Email correspondence with Trans-Continental Shipping regarding accounts receivable ("A/R") demand letter, claiming not to be a customer and no recent transaction history; email correspondence with customer (Orchid) regarding container issue, and telephone call from agency; telephone discussion with P. Prasad of the Company regarding prospective furniture offer and timing of responses regarding letters on authorized cash transfers; amend letter regarding equipment, and email to D.J. Miller of the Receiver's legal counsel, Thornton Grout Finnigan LLP ("TGF"), regarding same; telephone discussion with P. Casey; email to BDC and HSBC Bank Canada ("HSBC"); telephone discussion with S. Wayland of HSBC; review collection agency update from D. Glen of CMI Credit Mediators ("CMI").
10/7/2015	Koroneos, Anna	E-mail correspondence with Deloitte office in New Jersey re redirected mail from Freightcan's US office.
10/8/2015	Brown, Rose	Review redirected mail; check online banking for incoming wire in U.S. Dollars.

Date	Professional	Description
10/8/2015	Damiani, Stefano	Telephone discussion with creditor (Omega Airtrans), and email Notice and Statement of Receiver; review redirected US mail, instructions to R. Brown regarding cheque; instructions to J. Taylor regarding QuickBooks and T4's.
10/9/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing.
10/9/2015	Damiani, Stefano	Review email and letter from D. Prasad of 2335898 Ontario Inc. ("2335898"); review email from P. Prasad; telephone discussion and email correspondence with A. McEwan of TGF regarding responses from parties regarding unauthorized transfers; telephone discussion with R. Thomson of BDC; draft letter to 2335898 and submit same to P. Casey; draft response to P. Prasad regarding unauthorized transfers, and submit to P. Casey; review CIBC documentation and instructions to J. Taylor regarding same; review Wage Earner Protection Program Act ("WEPPA") payout letters from Service Canada.
10/13/2015	Casey, Paul	Telephone attendance with S. Damiani regarding Italy collections and file other matters.
10/13/2015	Damiani, Stefano	On-site attendance at the premises of the Company; email correspondence with M. Frediani of GFC regarding proposed settlement of A/R owing from GFC; meeting with prospective purchaser of fixed assets; emails with D. Arbona (Counsel, CMA CGM) regarding Orchid shipment; review books and records; instructions to J. Taylor; telephone discussion with P. Casey; review proposed settlement agreement from GFC.
10/13/2015	Taylor, Jay	Reviewing bank statements to view disbursements from the Company's account and noting all payments made to related parties.
10/14/2015	Brown, Rose	Direction of mail; amendment of address with Canada Post.
10/14/2015	Casey, Paul	Meeting with S. Damiani to discuss response to Italian debtor; other receivership matters.
10/14/2015	Damiani, Stefano	Telephone discussion with A. McEwan; telephone discussion and email correspondence with M. Frediani regarding proposed A/R settlement; draft amendments to the proposed GFC agreement; telephone discussion with creditor (United Reliable Transport); meeting with P. Casey; send terms of counter offer to M. Frediani; email to Studio Legale Antongiovanni regarding GFC matter.
10/15/2015	Casey, Paul	Meetings with S. Damiani regarding collection activities and instructions; attendance on a conference call with TGF regarding response to Prasad's emails to HSBC.
10/15/2015	Damiani, Stefano	Email correspondence with Freightcan's prior legal counsel in Italy; follow up email to M. Frediani; telephone attendance with A. McEwan regarding P. Prasad and unauthorized transactions; email and voicemail correspondence with P. Prasad with respect to office furniture, Bell, other matters; review application record and send email to A. McEwan regarding same; review TGF letter to P. Prasad and draft amendments to same.
10/16/2015	Brown, Rose	Trust Banking Administration - deposit.

Date	Professional	Description
10/16/2015	Damiani, Stefano	Telephone discussions and emails with Freightcan's counsel (E. Antongiovanni) in Italy regarding GFC proceeding and related matters; email correspondence with M. Frediani regarding A/R legal matter; email to prospective purchaser of fixed assets; email to J. Taylor; compile detailed information with respect to FGL Chennai and prepare summary email for Deloitte India; file administration.
10/19/2015	Casey, Paul	Discussion with S. Damiani regarding collection activities and office auction.
10/19/2015	Damiani, Stefano	Review emails from M. Frediani regarding Court hearing; review detailed email regarding collection efforts by Freightcan's Italian counsel, and telephone discussions with same; instructions to Italian counsel, and respond to M. Frediani; telephone and email correspondence with customer (Ciot); banking instructions to R. Brown; telephone discussion and emails with R. Bengino of TGF regarding fixed assets; telephone discussion with prospective purchaser of fixed assets; review offer from another prospective purchaser; draft bill of sale regarding office furniture, and submit same to P. Casey.
10/20/2015	Casey, Paul	Telephone discussion with S. Damiani regarding Bill of Sale and collections.
10/20/2015	Damiani, Stefano	Telephone discussion with CRA regarding T2 waiver request; telephone discussion and email correspondence with customer (A. Ahuja, SVP of Inchcape); instructions to R. Brown; telephone discussion with Italian counsel regarding October 20th Court hearing on collection matter; review power of attorney document from Italian counsel, and forward same to TGF; review email from R. Bengino; review correspondence from Service Canada regarding WEPPA; review CRA package, instructions to R. Brown regarding HST returns.
10/21/2015	Brown, Rose	Review online banking and input incoming wire into Ascend.
10/21/2015	Damiani, Stefano	Attend at TGF's offices to meet with A. McEwan regarding unauthorized transfers by Prasad, power of attorney for Italian counsel, upcoming Court attendance, other file matters; telephone discussion with Deloitte India regarding A/R collection matter; telephone attendance with prospective purchaser of office furniture; email with customer, confirm receipt of funds with R. Brown; email to TGF regarding draft bill of sale regarding fixed assets; draft email to P. Prasad regarding fixed assets, submit to TGF for comments; email POA to counsel in Italy regarding collection action.
10/22/2015	Casey, Paul	Review of letter to Prasad from counsel.
10/22/2015	Damiani, Stefano	Review draft letter by TGF to P. Prasad; telephone discussion with Italian counsel regarding collection hearing on October 23, 2015, and framework for settlement; review draft POA regarding GFC hearing; review response from P. Prasad regarding fixed assets; emails with F. Panzera regarding settlement of A/R balance; review response from P. Prasad regarding unauthorized transfers; telephone attendance with A. McEwan; email to R. Brown regarding HST returns.

Date	Professional	Description
10/23/2015	Damiani, Stefano	Review banking update, instructions to R. Brown regarding expected collection; review letter from Service Canada regarding WEPPA; review correspondence from CRA, instructions to R. Brown; instructions to J. Tailor regarding T4's.
10/26/2015	Casey, Paul	Review memo from TGF and email correspondence to counsel; meeting with S. Damiani regarding next steps.
10/26/2015	Damiani, Stefano	Review fax and telephone discussion with creditor (Mercer Logistics); follow up demand email to A. Nair of FGL Chennai.
10/27/2015	Casey, Paul	Discussion with S. Damiani regarding Prasad and other receivership matters.
10/27/2015	Damiani, Stefano	Telephone discussion with E. Antongiovanni regarding postponed Court hearing, strategy for collection; banking instructions to R. Brown; email to A. McEwan; review update email from collection agency regarding customer matter; voicemail and telephone discussion with P. Prasad confirming she and her prospective tenant are not interested in fixed assets, discussion on logistics; email and voicemail correspondence with creditor (Van Houte); telephone attendance with prospective purchaser regarding furniture; voicemail from CRA representative; review memo from TGF.
10/27/2015	Leung, Warren	Correspondence with collection agency representative.
10/28/2015	Damiani, Stefano	Review and amend bill of sale regarding fixed assets, comments to TGF; follow up voicemail and email to CIOT regarding outstanding payment; telephone attendance with F. Panzera regarding settlement amount and wire instructions; draft settlement plan regarding GFC, and email correspondence with E. Antongiovanni regarding same; telephone attendance with prospective purchaser, discuss bill of sale, payment details, scheduling, and emails regarding same; email to J. Tailor regarding T4's.
10/29/2015	Damiani, Stefano	Emails with TGF, review amended power of attorney; review T4's and instructions to J. Tailor; review response from P. Prasad regarding unauthorized bank transfers; email to R. Brown regarding expected wire transfer; follow up email to FGL Chennai regarding A/R.
10/30/2015	Brown, Rose	Check online banking for incoming wires and report to S. Damiani.
10/30/2015	Damiani, Stefano	Emails with TGF, review amended power of attorney; review T4's and instructions to J. Tailor; review response from P. Prasad regarding unauthorized bank transfers; email to R. Brown regarding expected wire transfer; follow up email to FGL Chennai regarding A/R.
11/3/2015	Damiani, Stefano	Banking emails with R. Brown; follow up email to prospective purchaser regarding status of payment and meeting; confirm wire transfer with L. Chen of the purchaser.
11/4/2015	Brown, Rose	Reviewing online banking for incoming wire and input into Ascend.
11/4/2015	Casey, Paul	Review report from S. Damiani.

Date	Professional	Description
11/4/2015	Damiani, Stefano	On-site attendance at Freightcan's premises; meeting with representatives of the purchaser of office furniture; review books and records; email correspondence with P. Prasad; meeting with P. Prasad and D. Prasad Sitaram of the landlord; meeting with P. Prasad with respect to office furniture and equipment, A/R, and unauthorized bank transfers; reporting email to P. Casey; email to W. Leung; follow up email to E. Antongiovanni regarding GFC; telephone and email correspondence with the Purchaser; commence review and amendments to second interim account package.
11/4/2015	Leung, Warren	Review of FGL Chennai statement of accounts.
11/5/2015	Casey, Paul	Telephone discussion with S. Damiani regarding sale of office and other receivership administration status.
11/5/2015	Damiani, Stefano	Onsite attendance at Freightcan's premises; meeting with representatives of the purchaser to remove office furniture; review books and records; instructions to J. Tailor; e-mail to CMI re collection invoice; e-mails with W. Leung re TD; banking instructions to R. Brown; review trial balance; meeting with P. Prasad and D. Prasad Sitaram; call with P. Casey; e-mail to S. Wayland of HSBC re Prasad ununauthorized transfers.
11/5/2015	Leung, Warren	Review of emails re banking matters.
11/6/2015	Casey, Paul	Meeting with S. Damiani to discuss status; account correspondence.
11/6/2015	Damiani, Stefano	Voicemail to P. Davie of CRA regarding T2 account; telephone correspondence with CRA regarding Freightcan's HST RT0001 non-filings for July and August, and confirm account closure; prepare interim account package, submit to P. Casey; file administration.
11/9/2015	Damiani, Stefano	Commence preparing chronology document and compile supporting documentation with respect to unauthorized TD transfers by the Company; review trial balance; emails with W. Leung; telephone discussion with P. Davie regarding T2 waiver request; email to Deloitte Forensics regarding Prasad's emails; email to R. Brown regarding general ledger reports.
11/10/2015	Brown, Rose	Netfile HST returns for October 2015, scan reports; print various GL's for Ascend as requested by S. Damiani.
11/10/2015	Damiani, Stefano	Drafting materials regarding unauthorized TD transfers; telephone discussion and email correspondence with creditor (Atlantic Logistics), and instructions to R. Brown regarding creditors' listing; meeting and emails with W. Leung; email to M. Murzello and L. Ferry of the TD Bankruptcy Unit; review redirected mail; review CRA notice of assessment and instructions to R. Brown regarding HST return; review email from FGL Chennai, and instructions to W. Leung regarding response; emails with B. Casey of Deloitte Forensics.
11/10/2015	Leung, Warren	Review of letter re unauthorized transfers and corresponding exhibits; email to FGL Chennai regarding unpaid balances; meeting with S. Damiani to discuss letter; correspondence with forensic team regarding email retrieval.

Date	Professional	Description
11/11/2015	Damiani, Stefano	Draft reporting email to HSBC; review general ledger reports and prepare Receipts and Disbursements ("R&D"); follow up email to E. Antongiovanni regarding Frediani matter; emails with W. Leung regarding TD; amendments to compendium on TD transactions.
11/11/2015	Leung, Warren	Review of TD bank statement transactions; draft email to TD; responding to S. Damiani queries.
11/12/2015	Casey, Paul	Review chronology of events regarding Prasad action; review reporting email to HSBC; meetings with S. Damiani to discuss status.
11/12/2015	Damiani, Stefano	Emails with M. Murzello of TD regarding bank account details, approving cost of compiling documents, request for additional back up for transactions; and other questions; telephone discussion with creditor (Maurice Ward & Co); update reporting email, submit to P. Casey and issue to HSBC; update materials on unauthorized transfers from TD accounts, and meeting with P. Casey regarding same; telephone call and email correspondence with creditor (Simon Properties, landlord for NJ office), and instructions to R. Brown regarding creditors' listing; review status of accounts per collection agency website, and email and voicemail correspondence with B. Roberts of CMI regarding same; send chronology document to TGF; voicemail correspondence with creditor (Xerox); telephone discussion with B. Roberts; update interim account package, file administration.
11/12/2015	Leung, Warren	Review of update email to HSBC.
11/13/2015	Damiani, Stefano	Review email from creditor (Xerox), and instructions to R. Brown; email with representative of purchaser of furniture; review emails from S. Wayland and A. McEwan regarding unauthorized transfers; telephone discussion with A. McEwan; emails with M. Murzello of TD; telephone discussion with E. Antongiovanni regarding GFC matter; review letter from Ministry of Finance regarding EHT audit, telephone discussion and email correspondence with D. Mathieu (Auditor) regarding same; review letter from ADP; file administration regarding account.
11/16/2015	Casey, Paul	Meeting with S. Damiani and discuss Prasad motion; other receivership activities; account correspondence.
11/16/2015	Damiani, Stefano	Attend telephone calls with A. McEwan regarding unauthorized transfers; discussion with B. Casey regarding emails, review emails and instructions to W. Leung regarding same.
11/16/2015	Leung, Warren	Review of Prasad's Freightcan emails.
11/17/2015	Casey, Paul	Respond to request of email from S. Wayland; instructions to S. Damiani regarding A/R confirmations update.
11/17/2015	Damiani, Stefano	Email correspondence with B. Casey, review email listing; follow up email to K. Kailian of CMI, review invoice and banking instructions to R. Brown; emails from D. Glen and W. Leung regarding collection matter; telephone attendance with P. Prasad regarding AMEX, and email to W. Leung regarding same; emails with Xerox legal administrator regarding POC.
11/17/2015	Koroneos, Anna	Obtain land title search report re premises.

Date	Professional	Description
11/17/2015	Leung, Warren	Review of Prasad's emails; correspondence with A/R collection agency.
11/18/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing.
11/18/2015	Leung, Warren	Research regarding Royal Imports invoices; correspondence with shipping lines and collection agent.
11/19/2015	Damiani, Stefano	Emails with M. Murzello of TD.
11/20/2015	Damiani, Stefano	Telephone discussion with Finance Manager of creditor (Emirates SkyCargo), and emails regarding same; email correspondence with M. Murzello of TD; review detailed comments from TGF regarding motion, and draft email to S. Wayland on same.
11/20/2015	Leung, Warren	Review of Prasad's Freightcan emails; review of TD Bank statement item support.
11/23/2015	Casey, Paul	Review, edit and email to S. Wayland regarding Prasad motion.
11/23/2015	Damiani, Stefano	Review of letter from Gowlings regarding creditor (Shanghai Everest), and voicemail to L. Frapporti of Gowlings regarding same; commence review of information package compiled by M. Murzello of TD; review email to HSBC regarding the Company's unauthorized transfers.
11/24/2015	Damiani, Stefano	Telephone calls with E. Antongiovanni, update proposed payment plan, and send detailed email to M. Frediani to settle; review email from D. Glen; additional email correspondence with M. Frediani.
11/25/2015	Brown, Rose	On-going trust account banking administration, and disbursement processing; update creditors' information, scan document.
11/25/2015	Damiani, Stefano	Review letter from T. Andrews of SHRR, counsel to creditor (Diamond Hearths), and respond by voicemail and email regarding same; review correspondence from Italian counsel and M. Frediani.
11/26/2015	Casey, Paul	Email regarding Italian collection effort; motion re unauthorized transfers.
11/26/2015	Damiani, Stefano	Review email from TGF and HSBC regarding Court Report and relief, and email from P. Casey regarding same; instructions to W. Leung regarding FGL Chennai A/R.
11/30/2015	Damiani, Stefano	Telephone discussion with A. McEwan with respect to timing of notice of motion and Court Report; telephone discussion with B. Roberts regarding outstanding accounts; email to W. Leung regarding A/R details; commence drafting Court Report.
12/1/2015	Casey, Paul	Meeting with S. Damiani to discuss report to support motion and collections.
12/1/2015	Damiani, Stefano	Drafting of Court Report; emails with P. Casey; telephone discussion with A. McEwan; instructions to R. Brown regarding estate general ledger reports.
12/1/2015	Leung, Warren	A/R tracker update including reviewing receipts report; draft demand letter to FGL Chennai; review correspondences with FGL Chennai.
12/2/2015	Casey, Paul	Meeting with S. Damiani regarding Court Report to support Prasad motion.

Date	Professional	Description
12/4/2015	Damiani, Stefano	Voicemail correspondence with T. Andrews of SHRR, counsel to a creditor (Diamond Hearths); email and telephone correspondence with A. McEwan regarding motion.
12/8/2015	Damiani, Stefano	Emails to A. McEwan regarding additional evidence for motion; review Federal corporate search report; follow up email to M. Murzello regarding signatories; review email from A. McEwan and the attached draft notice of motion; discussion with P. Casey.
12/8/2015	Koroneos, Anna	Federal corporate search and email same to S. Damiani.
12/10/2015	Casey, Paul	Telephone attendance with Gowlings regarding 2335898; email correspondence.
12/10/2015	Damiani, Stefano	Review and amend the draft email response to Gowlings regarding 2335898; telephone and email correspondence with creditor (Van Houte); telephone discussion and emails with M. Murzello; telephone discussion with G. Sondhi (Branch Manager, TD) regarding authorized signatory card and other available documents; review fax from TD regarding signatory card.
12/11/2015	Damiani, Stefano	Instructions to J. Tailor regarding computer equipment; draft email to PGA International regarding sale of projector; draft email to BDC and submit to P. Casey.
12/14/2015	Damiani, Stefano	Amend Report to Court; telephone correspondence with creditor (Andrus Transport).
12/15/2015	Damiani, Stefano	Email to R. Thomson of BDC; update Court Report.
12/16/2015	Casey, Paul	Meeting with S. Damiani and review first draft of Special Report.
12/16/2015	Damiani, Stefano	Meeting with P. Casey; emails with A. McEwan regarding report; telephone and email correspondence with R. Thomson regarding computer equipment; instructions to J. Tailor; emails with M. Kadakia of PGA; update Court Report.
12/17/2015	Casey, Paul	Review draft Special Report regarding repatriation of receivership funds; meeting with S. Damiani; discuss Italian collection negotiation.
12/17/2015	Damiani, Stefano	Telephone discussion with E. Antongiovanni (Italian counsel) regarding status of Frediani matter, upcoming Court attendance on December 18, 2015; emails with M. Frediani; amend Court Report, discussion with P. Casey, and email to TGF.
12/18/2015	Brown, Rose	Trust Banking Administration - deposit.
12/21/2015	Damiani, Stefano	Email and telephone correspondence with A. McEwan regarding Court Report.
12/22/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing.
12/22/2015	Damiani, Stefano	Review CMI invoice and banking instructions to R. Brown; follow up email to M. Frediani; file administration and instructions to C. Faria.
12/23/2015	Casey, Paul	Review amended Special Report and telephone discussion with S. Damiani.

Date	Professional	Description
12/23/2015	Damiani, Stefano	Telephone discussion with creditor (Bell Canada); review comments from A. McEwan regarding Court Report; telephone discussion with P. Casey; amend Court Report, compile appendices, and email to TGF regarding same.
12/30/2015	Damiani, Stefano	Email correspondence with A. McEwan and B. Brinkman of TGF regarding Court timing; email to P. Casey; email correspondence with creditor (T. Bridges of Simon Property Group).

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Senior Vice President	9.5	\$600	\$ 5,700.00
Stefano Damiani	Vice President	95.1	\$470	44,697.00
Warren Leung	Manager	11.0	\$350	3,850.00
Rose Brown	Trust Administrator	5.3	\$110	583.00
Total hours and professional fees		120.9		\$ 54,830.00
Disbursements				
Ground transportation				\$ 375.00
Courier				97.00
Postage				71.00
PPSA reports				120.00
Total disbursements				\$ 663.00
Total professional fees and disbursements				\$ 55,493.00
HST @13%				7,214.09
Total payable				\$ 62,707.09

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

HSBC Bank Canada
70 York Street
Toronto, ON M5J 1S9
Attention: Mr. Stephen Wayland
Assistant Vice-President, North American Risk

Date: March 3, 2016
Invoice No: **4005998**
Client/Mandate No: 752920 1000278
Partner: Paul Casey
HST Registration No: 122893605

Invoice #4

For professional services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. (the "FGI" or the "Company") for the two-month period from January 1, 2016 to February 29, 2016.

Date	Professional	Description	Hours
1/4/2016	Damiani, Stefano	Review comments from C. Hristow with respect to the Receiver's Special Report to Court, and email correspondence regarding same; telephone discussion with A. McEwan of Thornton Grout Finnigan LLP ("TGF"); email correspondence with A. McEwan regarding amendments to Report and timing regarding filing same.	1.2
1/4/2016	Hristow, Catherine	Perform QA review of the Special Report.	0.4
1/6/2016	Casey, Paul	Review draft Special Report; attendance on a conference call with TGF; amend Report per comments from counsel; meeting with and instructions to S. Damiani.	2.0
1/6/2016	Damiani, Stefano	Emails with A. McEwan of TGF regarding Special Report, timing; review amendments to Report; attendance on a conference call with D.J. Miller, A. McEwan of TGF; discuss and amend Special Report with P. Casey, email to TGF regarding same; review TD banking information; review letter from Smith Haughey Rice & Roegge, counsel to a creditor (Diamond Hearths), and respond to same by email; review letter from collection agency (FCI) regarding unsecured claim of creditor (APL/NOL), and respond to same by email; review letter from Gowlings regarding creditor (Shanghai Everest), and respond to same by email; instructions to R. Brown regarding creditor correspondence.	1.6

Date	Professional	Description	Hours
1/7/2016	Damiani, Stefano	Follow up email to E. Antongiovanni regarding Frediani/GFC matter; review email from A. McEwan of TGF.	0.1
1/8/2016	Damiani, Stefano	Respond to queries from A. McEwan of TGF, and compile supporting documentation; telephone discussion with A. McEwan regarding Special Report.	1.7
1/11/2016	Damiani, Stefano	Telephone discussion and email correspondence with A. McEwan of TGF; telephone discussion with counsel to a creditor (F. Gagnon of BLG) regarding queries on receivership administration.	0.2
1/12/2016	Damiani, Stefano	Telephone discussion with A. McEwan of TGF.	0.1
1/15/2016	Brown, Rose	Trust Banking Administration - deposit.	0.3
1/15/2016	Damiani, Stefano	Review and amend Special Report; review notice of motion and telephone discussion with A. McEwan regarding same; email correspondence with A. McEwan of TGF; compiling exhibits to Special Report.	2.4
1/18/2016	Casey, Paul	Meeting with S. Damiani; review amended Special Report regarding Prasad; email to counsel.	0.5
1/18/2016	Damiani, Stefano	Voicemail to P. Davie of Canada Revenue Agency ("CRA") regarding status of T2 waiver request; meeting with P. Casey regarding Special Report; review Appointment Order; review notice of motion; email to R. Kennedy and R. Bengino of TGF; review email from A. McEwan.	0.9
1/19/2016	Casey, Paul	Email correspondence with TGF and final review of Special Report; email to HSBC Bank Canada ("HSBC"); discussions regarding service with S. Damiani.	0.5
1/19/2016	Damiani, Stefano	Draft reporting email to HSBC regarding Special Report; voicemail to R. Kennedy of TGF; telephone call with P. Davie of CRA regarding HST account and T2 waiver request; emails to R. Brown regarding HST returns; telephone call with R. Bengino of TGF regarding finalizing report and exhibits, and scheduling of hearing.	0.8
1/20/2016	Brown, Rose	Net file HST returns for November and December 2015.	0.5
1/20/2016	Casey, Paul	Meeting with S. Damiani, final review and execute Special Report; email correspondence with counsel regarding scheduling.	0.5
1/20/2016	Damiani, Stefano	Review and finalize Special Report and exhibits; numerous emails with R. Bengino and B. Brinkman of TGF; meeting with P. Casey.	2.9
1/21/2016	Damiani, Stefano	Telephone discussion with B. Brinkman of TGF regarding service list, review corporate profile report, compile contact information.	0.4
1/22/2016	Damiani, Stefano	Telephone discussion with B. Brinkman of TGF regarding exhibit to Report, notice of motion, and Court timing.	0.2

Date	Professional	Description	Hours
1/25/2016	Damiani, Stefano	Telephone discussion with K. Taylor of Service Canada to respond to query for a specific record of employment; review and amend bill of sale regarding equipment, instructions to J. Taylor; review email and documentation per ZIM Integrated Shipping Services, and instructions to R. Brown regarding listing of creditors.	0.7
1/26/2016	Damiani, Stefano	Telephone discussion with K. Taylor of Service Canada regarding contract employee.	0.1
1/28/2016	Damiani, Stefano	Telephone discussion with A. McEwan regarding scheduling hearing and timing of materials; email to P. Casey; banking instructions to J. Taylor and R. Brown regarding sale of computer equipment.	0.4
1/29/2016	Brown, Rose	Trust Banking Administration - deposit.	0.3
1/29/2016	Damiani, Stefano	Telephone and email correspondence with A. McEwan regarding motion record; email to P. Casey; review finalized motion record; review email of TGF to HSBC; instructions to C. Faria regarding Receiver's website; review CRA notice of assessment regarding HST.	1.6
2/1/2016	Damiani, Stefano	Telephone discussion with E. Antongiovanni regarding Frediani/GFC status; emails with A. McEwan of TGF regarding motion record; telephone discussion with B. Roberts of CMI Credit Mediators ("CMI") regarding collection efforts for Sysco; telephone discussion with K. Malone of CMI regarding Sysco, Rubicon, and Centre Stone; instructions to C. Faria regarding receivership website.	1.1
2/2/2016	Damiani, Stefano	Review proof of claim and statement of account from the Ministry of Finance (Ontario) (the "MOF") regarding EHT, and voicemail to S. Carey of the MOF regarding same; instructions to R. Brown regarding creditor's listing; review finalized motion record as served by TGF, and instructions to C. Faria regarding Receiver's website; email from B. Brinkman of TGF regarding service list; interim account management.	1.9
2/3/2016	Brown, Rose	Trust Banking Administration - prepare Ascend Report for preparing R&D and forward to S. Damiani.	0.3
2/3/2016	Damiani, Stefano	Review general ledger reports for CAD and USD accounts, and instructions to R. Brown regarding classification; prepare updated R&D to February 2, 2016; telephone discussion with B. Brinkman regarding service list and alternate contact coordinates; compile supporting information package for submission to P. Casey; email to CMI regarding A/R collection commission, and voicemail to K. Kailian of CMI regarding same; email to S. Wayland of HSBC.	4.3
2/4/2016	Damiani, Stefano	Telephone discussion with B. Brinkman of TGF regarding additional amendments to service list and status; email correspondence with B. Brinkman regarding parcel register matter.	0.3

Date	Professional	Description	Hours
2/5/2016	Damiani, Stefano	Email and telephone correspondence with B. Brinkman of TGF; voicemail to K. Kailian of CMI; follow up email to K. Malone of CMI regarding collection status.	0.3
2/8/2016	Damiani, Stefano	Review redirected mail and ADP statement.	0.3
2/9/2016	Damiani, Stefano	Emails to K. Malone and K. Kailian of CMI collection agency; review estate general ledger report; email correspondence with B. Brinkman of TGF.	0.4
2/10/2016	Damiani, Stefano	Telephone discussion with A. McEwan of TGF regarding scheduling hearing on February 11, 2016 and Prasad.	0.1
2/11/2016	Casey, Paul	Telephone discussion with E. Kenley of Gowlings regarding repatriation of funds diverted to Landlord post-receivership and received by CIBC; follow up email; emails to S. Damiani regarding hearing and timetable.	0.7
2/11/2016	Damiani, Stefano	Telephone discussion with A. McEwan of regarding scheduling hearing held on February 11, 2016; review endorsement of Justice Penny and email to P. Casey regarding same; instructions to C. Faria regarding receivership website.	0.4
2/12/2016	Damiani, Stefano	Review reporting email from A. McEwan of TGF; telephone discussion with K. Kailian of CMI; commence drafting letter to P. Prasad and D. Prasad Sitaram regarding repayment of funds and other related matters.	0.9
2/16/2016	Damiani, Stefano	Amendments to draft letter to P. Prasad.	0.4
2/17/2016	Damiani, Stefano	Follow up voicemail to P. Davie of CRA; review correspondence from the MOF (Ontario).	0.2
2/19/2016	Damiani, Stefano	Telephone discussion with L. Stepner of Metro Group Maritime, collection agent for Hyundai.	0.1
2/22/2016	Damiani, Stefano	Telephone discussion with creditor (Absolute Sales & Services); email to R. Brown.	0.2
2/25/2016	Damiani, Stefano	Banking instructions to R. Brown; discussion with P. Casey regarding Gowlings/CIBC correspondence; review email from E. Kenley regarding timing of cheque.	0.2
Total hours			32.4

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey, CPA, CA, CIRP	Senior Vice President	4.2	\$600	\$ 2,520.00
Catherine Hristow, CPA, CMA, CIRP	Director	0.4	\$525	210.00
Stefano Damiani, CPA, CA, CIRP	Vice President	26.4	\$470	12,408.00
Rose Brown	Trust Administrator	1.4	\$110	154.00
Total hours and professional fees		32.4		\$ 15,292.00
Disbursements				
Courier				70.00
Total disbursements				\$ 70.00
Total professional fees and disbursements				\$ 15,362.00
HST @13%				1,997.06
Total payable				\$ 17,359.06

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

HSBC Bank Canada
70 York Street
Toronto, ON M5J 1S9
Attention: Mr. Stephen Wayland
Assistant Vice-President, North American Risk

Date: May 19, 2016
Invoice No: **4082956**
Client/Mandate No: 752920 1000278
Partner: Paul Casey
HST Registration No: 122893605

Invoice #5

For professional services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. (the "FGI" or the "Company") for the ten-week period from March 1, 2016 to May 15, 2016.

Date	Professional	Description	Hours
3/1/2016	Damiani, Stefano	Telephone discussion with C. Walker of Big Island Quarries regarding email to Receiver; email to R. Brown regarding estate general ledger report; telephone discussion with K. Malone, Collection Agent of CMI Credit Mediators ("CMI"); voicemail to P. Davey of Canada Revenue Agency ("CRA") regarding the Receiver's T2 waiver request; telephone discussion with A. McLure of CMI regarding Sysco negotiations.	0.8
3/2/2016	Casey, Paul	Email correspondence with Gowlings WLG ("Gowlings") and receipt of bank draft re voluntary repayment by CIBC; amend correspondence to HSBC Bank Canada ("HSBC" or the "Bank") and P. Prasad; meeting with S. Damiani.	0.5
3/2/2016	Damiani, Stefano	Review email correspondence from Gowlings and P. Casey regarding CIBC repayment; review Gowlings letter and instructions to R. Brown for deposit; reporting email to S. Wayland of HSBC; discussion with P. Casey; email correspondence with A. McEwan of Thornton Grout Finnigan LLP ("TGF"); amend letter to P. Prasad and D. Sitaram, and send to A. McEwan; review estate general ledger report and prepare Receipts and Disbursements ("R&D") to February 29, 2016; commence statutory interim report pursuant to BIA Section 246(2).	2.8
3/3/2016	Casey, Paul	Meeting with S. Damiani; review updated R&D; reporting to HSBC.	0.2

Date	Professional	Description	Hours
3/3/2016	Damiani, Stefano	Telephone discussion and email correspondence with A. McEwan of TGF with respect to draft letter to Prasad and Sitaram, and status of upcoming deadline for responding materials; finalize and email letter to P. Prasad and D. Sitaram; review letter from Workplace Safety & Insurance Board ("WSIB") and respond by voicemail; update R&D; draft email to S. Wayland; finalize interim account; detailed instructions to R. Brown regarding entries for estate general ledger; banking instructions and HST filing.	1.9
3/4/2016	Casey, Paul	Meeting with S. Damiani and correspondence to CIBC; review BIA S. 246(2) Report.	0.2
3/4/2016	Damiani, Stefano	Draft letter to CIBC with respect to additional information and meeting with P. Casey regarding same; review email to Gowlings, counsel to CIBC; review Appointment Order regarding access to information; voicemail and telephone discussion with Ms. Hewitt of CRA regarding T2 waiver request; voicemail to CRA Toronto East office.	0.7
3/6/2016	Casey, Paul	Email to B. Pettit of HSBC regarding status and updated Statement of R&D.	0.1
3/7/2016	Casey, Paul	Meeting with S. Damiani and review updated reporting to HSBC; finalize S. 246(2) report; email correspondence from Gowlings.	0.3
3/7/2016	Damiani, Stefano	Follow up email to A. McClure of CMI regarding status of collection negotiations with Sysco; telephone discussion with A. McLure; review emails from HSBC and P. Casey; draft detailed reporting email to HSBC, and submit to P. Casey; finalize statutory interim report, instructions to R. Brown for filing; review email correspondence with E. Kenley of Gowlings; review Accounts Receivable ("A/R") sub-ledger and estate general ledger reports for collection details.	2.1
3/8/2016	Damiani, Stefano	Review email to E. Kenley; telephone discussion with A. McClure of CMI regarding Sysco update.	0.3
3/9/2016	Casey, Paul	Emails regarding P. Prasad service and property search.	0.1
3/9/2016	Damiani, Stefano	Email correspondence with A. McEwan regarding skip trace, and compile details regarding addresses, telephone numbers and alternate contacts; review letter from investigator on P. Prasad location.	0.7
3/14/2016	Damiani, Stefano	Email to R. Brown regarding input tax credit for HST return.	0.1
3/17/2016	Casey, Paul	Review Balkaran Dhillon affidavit; email correspondence with counsel.	0.4
3/17/2016	Damiani, Stefano	Review email and attachments from P. Prasad and D. Sitaram and draft response.	0.4
3/18/2016	Casey, Paul	Meeting with S. Damiani and comments on responding materials received from defendants; instructions and emails to counsel.	0.7

Date	Professional	Description	Hours
3/18/2016	Damiani, Stefano	Telephone correspondence with creditor (Bell); email correspondence with A. McEwan of TGF with respect to Transport Operators and Liquid Capital responding materials; email and voicemail correspondence with A. McEwan regarding D. Sitaram email; meeting with P. Casey; telephone discussion with A. McEwan regarding discussions with counsel to Transport Operators and Liquid Capital, next steps.	0.7
3/21/2016	Damiani, Stefano	Review redirected mail; review CRA notice and instructions to R. Brown regarding same.	0.2
3/22/2016	Casey, Paul	Review Sol Rotor affidavit and summary comments to S. Damiani; attendance on a conference call with TGF to discuss responses; research emails for communications with Liquid Capital, Transport Operators and other related parties.	1.0
3/22/2016	Damiani, Stefano	Review of responding materials prepared by Transport Operators and Liquid Capital, and draft comments for TGF; attendance on a conference call with A. McEwan and D.J. Miller.	1.4
3/24/2016	Casey, Paul	Meeting with S. Damiani regarding Dhillon and Paddy emails; email to TGF.	0.1
3/24/2016	Damiani, Stefano	Review with D. Prasad/Freightcan emails; email correspondence with TGF and P. Casey; review responding materials from P. Prasad and D. Sitaram and summarize for P. Casey.	1.3
3/25/2016	Casey, Paul	Review Supplemental Report to Court and comment.	0.4
3/27/2016	Damiani, Stefano	Review and amend the Supplemental Report to Court; email correspondence with TGF and P. Casey.	0.6
3/28/2016	Casey, Paul	Review amended Supplementary Report; additional emails and evidence; attendance on a conference call with TGF.	1.0
3/28/2016	Damiani, Stefano	Amend the Supplemental Report and emails to TGF regarding same; attendance on a conference call with TGF; review TD activity report and email to A. McEwan regarding same; review recovered Prasad emails and compile additional evidence; telephone discussions with A. McEwan of TGF.	2.6
3/29/2016	Bricks, Hartley	QA Review of Supplemental Report and discuss comments with S. Damiani.	2.0
3/29/2016	Casey, Paul	Review final versions of Supplementary Report to Special Report to respond to materials filed by Dhillon and Rotor; telephone discussions with S. Damiani.	1.0
3/29/2016	Damiani, Stefano	Meeting with H. Bricks with respect to QA review; email and telephone correspondence with A. McEwan regarding Supplemental Report; review Endorsement of Justice Wilton-Siegel dated March 29, 2016; review emails from TGF and S. Wayland of HSBC regarding scheduling hearing; email to D. Sitaram of 2335898 regarding sale of Unit 15 – 5155 Spectrum Way; review updated Parcel Register and mortgage reports regarding Mississauga Office; compile exhibits for Supplemental Report; telephone discussions with A. McEwan; finalize Court Report.	4.3

Date	Professional	Description	Hours
3/30/2016	Damiani, Stefano	Email correspondence with in-house counsel of Simon Properties regarding NJ office, and voicemail to T. Bridges of Simon Properties; attendance on a call with B. Kime and T. Bridges of Simon Properties; instructions to C. Faria to post materials on receivership website; email to Deloitte NJ office regarding Freightcan mail; compile information package for QA file.	1.2
4/5/2016	Damiani, Stefano	Review letter from CRA regarding credit to payroll tax account and holdback; review notice of assessment from CRA and instructions to R. Brown regarding same; review statement from the Ontario Ministry of Finance.	0.2
4/6/2016	Damiani, Stefano	Telephone discussion with representative of Service Canada regarding record of employment inquiry.	0.2
4/8/2016	Brown, Rose	Net file HST returns for March 2015.	0.3
4/8/2016	Casey, Paul	Telephone discussion with S. Wayland of HSBC; telephone discussion with TGF; meeting with S. Damiani and telephone calls to Transport Operators and Liquid Capital.	0.7
4/8/2016	Damiani, Stefano	Review letter from counsel to Transport Operators; review emails from A. McEwan and P. Casey; compile contact information for Dhillon and Rotor, submit to P. Casey; review P. Casey update on correspondence with Dhillon and Rotor.	0.3
4/9/2016	Casey, Paul	Review and forward voicemail from Liquid Capital to group with comments and instructions.	0.2
4/11/2016	Casey, Paul	Telephone discussion with TGF and S. Wayland of HSBC.	0.4
4/11/2016	Damiani, Stefano	Review email correspondence and Sol Roter voicemail, prepare for conference call; attendance on group call with HSBC and TGF regarding settlement instructions.	0.4
4/12/2016	Damiani, Stefano	Review email correspondence from A. McEwan and P. Casey regarding discussions with counsel to Liquid Capital and Transport Operators.	0.1
4/13/2016	Damiani, Stefano	Review voicemail from S. Wayland, and issue reporting email regarding EDC credit insurance.	0.4
4/20/2016	Damiani, Stefano	Telephone discussion with A. McClure of CMI regarding Sysco, and email correspondence regarding same.	0.4
4/21/2016	Casey, Paul	Meeting with S. Damiani; email recommendation to the Bank and counsel regarding Liquid Capital recovery.	0.1
4/21/2016	Damiani, Stefano	Review email from A. McEwan regarding Liquid Capital, and telephone discussion regarding same; review notice of application, discussion with P. Casey; review emails from S. Wayland and D.J. Miller.	0.4
4/22/2016	Damiani, Stefano	Review email from A. McEwan of TGF regarding settlement matters; email to Italian counsel, E. Antongiovanni, regarding status of GFC account; follow up email to M. Frediani to GFC; draft letter package to FGL Chennai regarding the largest A/R balance owing to the Receiver, and email to A. Nair (Managing Director) regarding same.	0.8

Date	Professional	Description	Hours
4/26/2016	Damiani, Stefano	Review email from A. McEwan regarding negotiations; telephone call from S. Kaur of Liquid Capital regarding query on balance and offsetting amounts; review email update from A. Antongiovanni regarding GFC/Frediani bankruptcy, limited assets; respond to Italian counsel to request proof of claim ("POC"); review email and letter from Liquid Capital, and email to P. Casey regarding same.	0.9
4/27/2016	Damiani, Stefano	Emails with E. Antongiovanni regarding GFC/Frediani POC, power of attorney for Court hearing; email correspondence with A. McClure regarding Sysco negotiations.	0.3
4/28/2016	Damiani, Stefano	Emails with A. Antongiovanni and execute Power of Attorney document regarding GFC/Frediani bankruptcy proceedings, and follow up request regarding POC; email from A. McClure of CMI regarding Sysco negotiations; review EDC customer listing and telephone discussion with C. Lau of EDC.	0.7
4/29/2016	Damiani, Stefano	Review letter from Yavinder Toor, counsel to Transport Operators; telephone discussion with D.J. Miller of TGF regarding settlement; emails with S. Wayland of HSBC.	0.6
5/2/2016	Damiani, Stefano	Review email update from A. McEwan of TGF regarding Liquid Capital; email from S. Wayland of HSBC; voicemail correspondence and telephone discussion with representative of EDC regarding A/R credit insurance; telephone discussion with S. Shaw of NACM, representative of Mercer Distribution regarding balance owing from Freightcan; review EDC claim form and email E. Antongiovanni for supporting documentation.	0.9
5/3/2016	Damiani, Stefano	Telephone discussion with A. McEwan of TGF regarding N. Tourgis/Liquid Capital; email to A. McEwan regarding statutory notice.	0.2
5/4/2016	Damiani, Stefano	Telephone discussion with N. Tourgis, counsel to Liquid Capital, regarding Notice and Statement of the Receiver; telephone discussions with A. McEwan of TGF; review email from E. Antongiovanni regarding GFC insolvency and respond to same; email to S. van Wolde of EDC to request customer name check per credit insurance policy; review A. McEwan reporting email and provide comments.	1.1
5/5/2016	Casey, Paul	Meeting and telephone discussion with S. Damiani and instructions regarding demands for recovery of trust funds from Transport Operators and Liquid Capital.	0.2
5/5/2016	Damiani, Stefano	Email correspondence and telephone discussion with A. McEwan of TGF re settlement negotiations; review settlement from Sysco, and email to A. McClure of the collection agency with respect to same; attendance on a conference call with A. McEwan and S. Wayland; review offer to settle and letter; review letter from N. Tourgis and provide comments to TGF.	1.6
5/6/2016	Brown, Rose	Trust Banking Administration - deposit.	0.4
5/6/2016	Casey, Paul	Telephone discussion with S. Damiani regarding settlements.	0.1

Date	Professional	Description	Hours
5/6/2016	Damiani, Stefano	Review email correspondence from A. McEwan and S. Wayland; review Sysco settlement agreement and banking instructions to R. Brown on same; review draft minutes of settlement regarding Liquid Capital and provide comments to TGF; discussion with P. Casey; review email from A. McEwan regarding Toor request.	0.7
5/9/2016	Casey, Paul	Review emails from counsel and instructions regarding recovery of funds from Transport Operators and Liquid Capital.	0.2
5/9/2016	Damiani, Stefano	Review amendment to Liquid Capital settlement agreement, email correspondence with A. McEwan of TGF regarding same; comments to A. McEwan with respect to request from counsel to Transport Operators; emails with A. McEwan, S. Wayland of HSBC and P. Casey regarding May 19, 2016 Court hearing; review relief sought and telephone discussion with A. McEwan.	1.8
5/10/2016	Damiani, Stefano	Review amended minutes of settlement by N. Tourgis, counsel for Liquid Capital, and provide comments to TGF and HSBC regarding same; emails with A. McEwan and D.J. Miller and S. Wayland; review email of Y. Toor, counsel for Transport Operators; telephone discussions with A. McEwan; review and amend factum, and email same to A. McEwan; email to P. Casey.	1.9
5/11/2016	Damiani, Stefano	Voicemail from A. McEwan; review minutes of settlement regarding Liquid Capital, forward copy executed by the Receiver to TGF, and email to A. McEwan regarding amended notice of motion and settlement proceeds; review factum as served by TGF, and emails with R. Bengino of TGF and A. McEwan regarding same; review summary email from A. McEwan; telephone discussion with P. Davey of CRA regarding status of T2 waiver and withheld refund on RT0002 account; emails with A. McEwan regarding settlement proceeds; email correspondence and telephone discussion with A. McClure of CMI re Sysco collection; review minutes of settlement and release regarding Transport Operators, and provide comments to TGF by email; instructions to C. Faria regarding amended notice of motion for Receiver's website.	2.4
5/12/2016	Brown, Rose	Trust Banking Administration - deposit.	0.4
5/12/2016	Damiani, Stefano	Banking instructions to R. Brown regarding Liquid Capital settlement funds; emails with A. McEwan regarding Transport Operators; review requested amendment from Y. Toor, and email correspondence with A. McEwan; voicemail to A. McEwan.	0.4
5/13/2016	Casey, Paul	Discussion S. Damiani; review Second Supplementary Report; email correspondence with S. Wayland of HSBC.	0.4
5/13/2016	Damiani, Stefano	Telephone and email correspondence with A. McEwan regarding settlement, Court Report and timing; review amended Transport Operators minutes of settlement and submit for execution; review prior reports; draft the Second Supplemental Report of the Receiver, and email to P. Casey regarding same email to D. Berton regarding settlement proceeds; banking instructions to R. Brown.	1.6
Total hours			51.8

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey, CPA, CA, CIRP	Senior Vice President	8.3	\$600	\$ 4,980.00
Hartley Bricks, MBA, CPA, CA, CIRP	Director	2.0	\$525	1,050.00
Stefano Damiani, CPA, CA, CIRP	Vice President	40.4	\$470	18,988.00
Rose Brown	Trust Administrator	1.1	\$110	121.00
Total hours and professional fees		51.8		\$ 25,139.00
Disbursements				
PPSA search reports				93.00
Total disbursements				\$ 93.00
Total professional fees and disbursements				\$ 25,232.00
HST @13%				3,280.16
Total payable				\$ 28,512.16

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid



Deloitte Restructuring Inc.
Bay Adelaide East
22 Adelaide Street West
Suite 200
Toronto, ON M5H 0A9
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

HSBC Bank Canada
70 York Street
Toronto, ON M5J 1S9
Attention: Mr. Stephen Wayland
Assistant Vice-President, North American Risk

Date: July 22, 2016
Invoice No: **4138359**
Client/Mandate No: 752920 1000278
Partner: Paul Casey
HST Registration No: 122893605

Invoice #6

For professional services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. (the "Freightcan" or the "Company") for the two-month period from May 16, 2016 to July 17, 2016.

Date	Professional	Description	Hours
5/16/2016	Brown, Rose	Trust Banking Administration - deposit.	0.3
5/16/2016	Damiani, Stefano	Finalize Second Supplemental Report to Court, prepare QA information package, and submit to H. Bricks and P. Casey; email correspondence with D.J. Miller and A. McEwan of Thornton Grout Finnigan LLP ("TGF") regarding Court Report; review bank draft and email instructions with supporting documentation to R. Brown; review Court documentation regarding Emerald Home and telephone discussion with D. Wilson of Brisset Bishop regarding same; follow up with A. McClure of the collection agency, CMI Credit Mediators ("CMI"), regarding six customer accounts; instructions to R. Brown regarding estate general ledger reports and receivership website.	2.2
5/17/2016	Brown, Rose	Trust Banking Administration - prepare various General Ledger ("GL") reports and send to S. Damiani.	0.8
5/17/2016	Damiani, Stefano	Review estate GL reports for the CAD and USD trust accounts, and prepare Receipts and Disbursements ("R&D") to May 16, 2016; draft reporting letter to HSBC; telephone discussion with A. McEwan of TGF.	2.8
5/18/2016	Casey, Paul	Review reporting email, R&D and attachments for HSBC.	0.5
5/18/2016	Damiani, Stefano	Review and prepare interim account package to May 15, 2016, and submit to P. Casey; update reporting letter; email correspondence with A. McClure of CMI regarding confirmation for Sysco legal counsel; telephone and email correspondence with Konto Furniture which is listed as a dealer for Emerald Home Furnishings; review motion record and prepare for Court hearing; instructions to billing coordinator.	3.0
5/19/2016	Damiani, Stefano	Telephone discussion and email correspondence with A. McEwan of TGF regarding Court Hearing; review endorsement of Justice Conway dated May 19, 2016.	0.3
5/20/2016	Casey, Paul	Review amended reporting letter and instructions to S. Damiani.	0.1

Date	Professional	Description	Hours
5/20/2016	Damiani, Stefano	Review Court Order dated May 19, 2016; telephone discussion with A. McEwan of TGF regarding Court Order and enforcement options; emails with A. McEwan regarding CIBC/Gowlings notification regarding Landlord account; update reporting letter to HSBC and email to S. Wayland of HSBC Bank Canada regarding same; voicemail and email to E. Kenley of Gowlings; instructions to C. Faria to update the Receivership website.	1.3
5/24/2016	Casey, Paul	Discussion with S. Damiani regarding Prasad enforcement.	0.1
5/24/2016	Damiani, Stefano	Review emails from D. Wilson and N. Spillane of Bishop Brisset regarding Emerald Home Furnishings matter, and review Freightcan's statement of claim; telephone discussion with D. Wilson; banking instructions to R. Brown; email to A. Koroneos regarding PPSA searches on Prasad and 2335898; voicemail and email correspondence with E. Kenley of Gowlings.	1.3
5/25/2016	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing.	0.3
5/25/2016	Damiani, Stefano	Telephone discussion with A. McEwan of TGF, and email to P. Casey regarding same; email correspondence with CMI regarding Sysco settlement and request commission invoice; banking instructions to R. Brown.	0.6
5/26/2016	Damiani, Stefano	Review and amend demand letter to the Landlord and Prasad, and review correspondence from D.J. Miller of TGF and P. Casey; email and telephone correspondence with A. McEwan of TGF; review email from S. Wayland of HSBC; telephone discussion with N. Spillane of Bishop Brisset regarding Emerald Home Furnishings matter, default judgment, discuss contingency/success fee arrangement, discuss collectability issues; review default judgment against Emerald and forward same with contact coordinates to the collection agency; telephone discussion with A. McClure of CMI re Emerald, skip trace department; correspondence with E. Kenley of Gowlings; execute consent for electronic service regarding Emerald matter and email to D. Wilson of Bishop Brisset on same; telephone discussion with G. Jackson of CMI regarding Nitaly/Flexdown litigation request, and send detailed email to CMI on same.	2.6
5/27/2016	Damiani, Stefano	Follow up voicemail to P. Davey of CRA; review CRA file and waiver request; telephone call with P. Davey regarding preliminary T2 waiver request approval and potential refund for withheld HST credits; email to A. McEwan of TGF.	1.2
5/31/2016	Damiani, Stefano	Review lawsuit request from CMI regarding customer (Royal Import Group), and respond by email regarding same.	0.2
6/1/2016	Damiani, Stefano	Email correspondence with A. Antongiovanni regarding power of attorney for GFC/Frediani matter in Italian Court; emails with A. McEwan of TGF; review finalized letter to Prasad and 2335898 Ontario Inc. (the "Landlord"); review statement from the Ministry of Finance.	0.4
6/8/2016	Damiani, Stefano	Email correspondence with A. McEwan of TGF regarding June 2, 2016 deadline to Prasad and the Landlord, and next steps.	0.1
6/13/2016	Damiani, Stefano	Review CRA document and HST refund, and banking instructions to R. Brown regarding same; email to R. Brown regarding CRA notice of assessment for the RT0002 HST account; email to E. Antongiovanni regarding proof of claim status and the June 10, 2016 Court Hearing; draft final demand letter to Emerald Home Furnishings and enclose default judgment.	1.1
6/15/2016	Brown, Rose	Trust Bank Administration - deposit.	0.3
6/15/2016	Damiani, Stefano	Review estate general ledger reports and prepare an updated Statement of Receipts and Disbursements to June 15, 2016; draft reporting email to HSBC; email correspondence with A. McEwan of TGF regarding enforcement matters; telephone discussion with A. McEwan; email to P. Casey.	1.3

Date	Professional	Description	Hours
6/16/2016	Damiani, Stefano	Email to S. Wayland of HSBC.	0.1
6/17/2016	Damiani, Stefano	Email correspondence with S. Wayland of HSBC; follow up email to A. McEwan of TGF.	0.3
6/20/2016	Damiani, Stefano	Telephone inquiry from creditor (Bell); review CMI commission invoice and banking instructions with support to R. Brown.	0.3
6/22/2016	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing.	0.3
6/22/2016	Damiani, Stefano	Review TGF assessment regarding enforcement options, and provide recommendation to P. Casey regarding same; emails with S. Everitt of CMI regarding Sysco commission and instructions to R. Brown; review email and the attached Order of Madam Milczynski, Case Management Judge, dated June 21, 2016 regarding Emerald Home Furnishings.	0.7
6/24/2016	Damiani, Stefano	Draft email to TGF, submit to P. Casey.	0.3
6/28/2016	Damiani, Stefano	Email correspondence with D. Glen of CMI regarding lack of cooperation from customer (Flexdown).	0.1
6/29/2016	Casey, Paul	Meeting with S. Damiani; discuss email to counsel with instructions regarding Contempt motion.	0.2
6/30/2016	Damiani, Stefano	Email to D.J. Miller of TGF regarding contempt matter.	0.1
7/5/2016	Damiani, Stefano	Telephone and email correspondence with D. Glen of CMI.	0.3
7/13/2016	Damiani, Stefano	Telephone inquiry from creditor (Inter Trucking of Seattle).	0.1
7/15/2016	Brown, Rose	Estate Administration - filing of HST returns for Jun 2016.	0.3
7/15/2016	Damiani, Stefano	Email correspondence with E. Antongiovanni regarding Frediani bankruptcy, and review attachments.	0.3
Total hours			24.2

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey, CPA, CA, CIRP	Senior Vice President	0.9	\$600	\$ 540.00
Stefano Damiani, CPA, CA, CIRP	Vice President	21.0	\$470	9,870.00
Rose Brown	Trust Administrator	2.3	\$110	253.00
Total hours and professional fees		24.2		\$ 10,663.00
HST @13%				1,386.19
Total payable				\$ 12,049.19

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid

**Invoice 8000222732****Deloitte Restructuring Inc.**Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9ATTN: Mr. Brian Pettit, North American Risk
HSBC Bank Canada
70 York Street, 3rd Floor
Toronto ON M5J 1S9
CanadaTel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.caDate: September 05, 2018
Client No.: 1136634
WBS#: HSBC0010
Engagement Partner: Paul Casey

HST Registration: 12289 3605

For professional services rendered**Fees**

Invoice # 7

For services rendered in our capacity as Court-appointed Receiver (the "Receiver") of Freightcan Global Inc. (the "FGI" or the "Company") for the period from July 18, 2016 to September 3, 2018.

Please see the attached appendices for details.

HST applicable 24,665.00

Expense

HST applicable 58.66

Sales Tax*HST at 13.00% 3,214.08**Total Amount Due (CAD) 27,937.74**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



Appendix # 1

Summary of Fees				
Professional	Position	Hours	Rate	
Paul Casey, CPA, CA, FCIRP	Senior Vice-President	2.6	\$650	\$ 1,690.00
Stefano Damiani, CPA, CA, CIRP	Vice-President	40.4	\$500	20,200.00
Anne Baptiste	Trust Administrator	1.6	\$125	200.00
Ada Koo	Trust Administrator	2.4	\$125	300.00
Rose Brown	Trust Administrator	18.2	\$125	2,275.00
Total Professional hours and fees		65.2		\$ 24,665.00
		Disbursements: Courier		58.66
		Subtotal		24,723.66
		HST@13%		3,214.08
Amount Payable (CAD)				\$ 27,937.74



Appendix # 2

Date	Professional	Description	Hours
7/18/2016	Damiani, Stefano	Email correspondence with DJ Miller of TGF re cost award and contempt matters.	0.2
7/19/2016	Damiani, Stefano	Review asset investigation report on Prasad and Sitaram, and email correspondence with DJ Miller of TGF on same.	0.8
7/20/2016	Damiani, Stefano	Respond to CMI inquiry re Freightcan customer disputing payment; telephone call from N. Petko of Dale Lessmann LLP re inquiry on Freightcan receivership, and mail copy of Notice and Statement of Receiver; email to R. Brown; banking matters.	0.9
7/21/2016	Brown, Rose	Trust banking administration and deposit.	0.4
7/21/2016	Damiani, Stefano	Email correspondence with Italian representative re GFC/Frediani bankruptcy recoveries; review letter and cheque re GFC and banking instructions to R. Brown re deposit and subsequent disbursements after clearing.	0.4
8/8/2016	Brown, Rose	Banking and estate administration.	0.3
8/25/2016	Brown, Rose	Trust banking administration, prepare disbursement cheque.	0.3
8/29/2016	Damiani, Stefano	Reporting email to S. Wayland of HSBC re GFC/Frediani recovery; review Italian representative's accounts and banking instructions to R. Brown; review letter from TGF re writs of execution.	1.6
8/30/2016	Brown, Rose	Prepare two letters to purchase Euros and forward to HSBC; prepare estate ledger reports.	1.1
8/30/2016	Damiani, Stefano	Review estate general ledger reports for the CAD and USD trust accounts, and prepare updated R&D to August 30, 2016; draft reporting email to S. Wayland of HSBC.	1.9
8/31/2016	Brown, Rose	Pick up Euro draft at HSBC, print letter prepared by S. Damiani, prepare courier slip and take to mailroom.	0.8
8/31/2016	Damiani, Stefano	Email correspondence with M. Murzello of TD regarding TGF inquiry of Prasad and Sitaram details; e-mail correspondence with DJ Miller of TGF; draft cover letter, instructions to R. Brown, and e-mail to E. Antongiovanni re payment of legal costs re GFC recovery.	1.2
9/1/2016	Brown, Rose	Banking administration, prepare package for sending Euro draft.	0.5
9/6/2016	Damiani, Stefano	WEPPA administration, review employee schedule and Receiver's information sheet.	2.6
9/16/2016	Brown, Rose	Estate administration: filing of HST returns.	0.4
9/27/2016	Damiani, Stefano	Review faxed letter from A. Goguen of BBCG Claim Services, and respond to same by email; telephone calls with creditors, respond to queries.	0.9

Date	Professional	Description	Hours
10/5/2016	Damiani, Stefano	Review Service Canada's letter and detailed WEPPA schedule, and instructions to R. Brown on same.	1.7
10/18/2016	Damiani, Stefano	Instructions to R. Brown re settlement of WEPPA amount.	0.1
10/25/2016	Damiani, Stefano	Email correspondence with E. Antongiovanni re submission of claim in the Frediani/GFC bankruptcy in Italy.	0.1
10/27/2016	Damiani, Stefano	Email correspondence D.J. Miller of TGF re outstanding amounts owing from Prasad and 2335898 Ontario Inc. (Landlord), and other file matters; review skip tracer report.	0.6
11/14/2016	Damiani, Stefano	Telephone call with legal counsel to creditor; email to R. Brown re creditor listing.	0.2
11/15/2016	Damiani, Stefano	E-mails with R. Brown and creditor's representative; email to R. Brown re CRA notice of assessment.	0.4
11/16/2016	Damiani, Stefano	Email correspondence with DJ Miller of TGF re Prasad.	0.1
12/14/2016	Damiani, Stefano	Telephone discussion with S. Wayland of HSBC; email correspondence with DJ Miller of TGF.	0.2
1/4/2017	Damiani, Stefano	Review letter from CRA.	0.1
1/6/2017	Damiani, Stefano	Telephone call from L. Pelletier of EDC re status of receivership and related party matter.	0.1
1/16/2017	Damiani, Stefano	Respond to email query of L. Pelletier of EDC.	0.1
2/2/2017	Damiani, Stefano	Telephone call with creditor; review estate trust account information; e-mail correspondence with HSBC; reporting matters.	0.6
2/9/2017	Damiani, Stefano	Email and voicemail correspondence with DJ Miller of TGF.	0.2
3/2/2017	Damiani, Stefano	Email to R. Brown re HST return; emails with DJ Miller of TGF.	0.2
3/3/2017	Casey, Paul	Status call with S. Damiani.	0.1
3/6/2017	Damiani, Stefano	Email correspondence with CMI Credit Mediators, review attachments.	0.4
3/8/2017	Damiani, Stefano	Telephone inquiry from creditor.	0.1
4/3/2017	Brown, Rose	Trust banking administration: prepare letter to close US dollar account, have signed and send to HSBC; review account online to confirm completed and input entries in general ledger.	0.8
4/11/2017	Damiani, Stefano	Telephone inquiry from creditor.	0.1
6/9/2017	Brown, Rose	Trust banking, prepare general ledger reports and send to S. Damiani; prepare and netfile HST returns.	1.0
7/11/2017	Damiani, Stefano	Review letters of N. Tourgis of SRG, legal counsel to Liquid Capital; review materials and draft detailed e-mail to D.J. Miller of TGF.	1.6
7/12/2017	Damiani, Stefano	Review letter of N. Tourgis of SRG dated July 12, 2017 and emails with D.J. Miller of TGF on same; draft letter to TGF.	0.9
7/31/2017	Baptiste, Anne	Bank reconciliation.	0.3
8/8/2017	Damiani, Stefano	Review email of N. Tourgis of SRG Legal, and email correspondence with DJ Miller of TGF on same.	0.1
8/10/2017	Baptiste, Anne	Bank reconciliation.	0.3

Date	Professional	Description	Hours
8/15/2017	Damiani, Stefano	Emails with N. Tourgis of SRG and DJ Miller of TGF.	0.1
8/18/2017	Damiani, Stefano	Emails with N. Tourgis of SRG and DJ Miller of TGF.	0.1
8/22/2017	Damiani, Stefano	Telephone call with DJ Miller of TGF; prepare and attend conference call with SRG Legal, Coface, Liquid Capital, and DJ Miller.	0.9
9/25/2017	Damiani, Stefano	Review estate general ledger reports, prepare statements of receipts and disbursements, statutory OSB reporting to date.	2.4
9/26/2017	Baptiste, Anne	Bank reconciliation.	0.4
11/2/2017	Baptiste, Anne	Bank reconciliation.	0.3
11/3/2017	Brown, Rose	Estate administration, netfile HST returns.	0.4
11/17/2017	Baptiste, Anne	Bank reconciliation.	0.3
12/14/2017	Koo, Ada	Bank reconciliation.	0.3
12/28/2017	Brown, Rose	Netfile HST returns.	0.3
1/25/2018	Koo, Ada	Bank reconciliation.	0.3
2/21/2018	Koo, Ada	Bank reconciliation.	0.3
2/22/2018	Brown, Rose	Estate general ledger and trust administration, request storage listing and send by email to S. Damiani.	0.9
3/21/2018	Brown, Rose	Trust banking administration: disbursement cheque.	0.2
3/21/2018	Damiani, Stefano	Prepare statutory OSB report to February 28, 2018.	0.3
4/2/2018	Brown, Rose	Trust banking administration: prepare general ledgers and send to S. Damiani.	0.5
4/4/2018	Koo, Ada	Bank reconciliation.	0.3
4/19/2018	Damiani, Stefano	Commence drafting of Court Report.	4.6
4/23/2018	Damiani, Stefano	Review estate general ledger report and prepare statement of receipts and disbursements; review storage listing of the Debtor's books and records; drafting of Court Report; draft discharge certificate; voicemail to CRA Insolvency Officer.	4.8
4/26/2018	Casey, Paul	Meeting S. Damiani and commence review of second Receivership Report to support discharge.	0.5
4/27/2018	Casey, Paul	Review and meeting S. Damiani re Court Report for discharge.	0.5
5/3/2018	Koo, Ada	Bank reconciliation.	0.3
5/14/2018	Damiani, Stefano	Letter to Prasad re books and records, email and instructions on same.	0.3
5/15/2018	Brown, Rose	Estate administration re storage records.	0.3
5/17/2018	Koo, Ada	Bank reconciliation.	0.3
6/18/2018	Koo, Ada	Bank reconciliation.	0.3
6/27/2018	Damiani, Stefano	Voicemail to CRA Insolvency Officer.	0.1
7/5/2018	Damiani, Stefano	Amend Court Report and email to DJ Miller of TGF on same.	0.8
7/16/2018	Damiani, Stefano	Review email of R. Bengino of TGF.	0.3
7/25/2018	Koo, Ada	Bank reconciliation.	0.3

Date	Professional	Description	Hours
8/23/2018	Damiani, Stefano	Review draft form of Discharge Order and e-mails with TGF on same; review and amend Court Report.	1.3
8/29/2018	Damiani, Stefano	Email correspondence with R. Bengino of TGF.	0.1
8/30/2018	Damiani, Stefano	Review amended Court report; call with R. Bengino of TGF; review estate general ledger reports, prepare statement of receipts and disbursements; OSB statutory reporting matters.	1.9
8/31/2018	Damiani, Stefano	Review and update report to Court; prepare affidavit of fees package; instructions to R. Brown.	1.5
-	Brown, Rose	Estimated time for future discharge activities.	10.0
-	Casey, Paul	Estimated time for future discharge activities.	1.5
-	Damiani, Stefano	Estimated time for future discharge activities.	2.5

65.2

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

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

Proceedings commenced at Toronto

AFFIDAVIT OF PAUL CASEY
(Sworn September 5, 2018)

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmillier@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

EXHIBIT “H”

Court File No. CV-15-10828-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C-43, as
amended and Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada)

HSBC BANK CANADA

Applicant

– and –

FREIGHTCAN GLOBAL INC.

Respondent

AFFIDAVIT OF D.J. MILLER
Sworn September 12, 2018

I, **D.J. MILLER**, of the City of Toronto, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a barrister and solicitor qualified to practice law in the Province of Ontario and I am a partner with Thornton Grout Finnigan LLP ("**TGF**"), lawyers for Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the "**Receiver**") of Freightcan Global Inc. and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "**A**" are true copies of the invoices issued to the Receiver by TGF for fees and disbursements incurred by TGF through the course of these proceedings between May 1, 2017 and September 10, 2018.

3. Attached hereto as Exhibit “B” is a schedule summarizing each invoice in Exhibit “A”, the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

4. Attached hereto as Exhibit “C” is a schedule summarizing the respective years of call and billing rates of each of the solicitors at TGF who acted for the Receiver.

5. To the best of my knowledge, the rates charged by TGF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

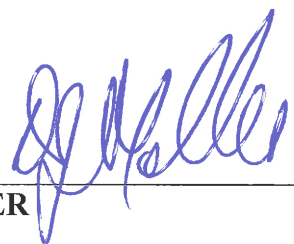
6. The hourly billing rates outlined in Exhibit “C” to this affidavit are comparable to the hourly rates charged by TGF for services rendered in relation to similar proceedings.

7. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver’s counsel.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 12th day of
September, 2018.



A Commissioner for Taking Affidavits
Rachel Bengino



D.J. MILLER

EXHIBIT “A”



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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

HSBC Bank Canada
c/o Deloitte & Touche
Bay Adelaide Centre – East Tower
22 Adelaide Street West, Suite 200
Toronto, ON M5H 0A9

September 8, 2017

Attention: Stefano Damiani

Invoice No. 31692
File No. 100-371

RE: Freightcan Global Inc.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the
period ending: July 31, 2017

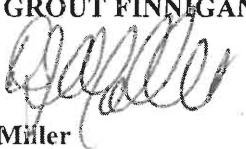
FEES

May-03-17	Email to S. Damiani at Deloitte regarding finalizing their Court report for discharge;	0.10	DJM
May-04-17	Email from S. Damiani regarding anticipated timing for report;	0.10	DJM
May-12-17	Discussion with D. Mertiri regarding call from counsel for one of the Company's creditors looking for information;	0.10	DJM
	Office consultation with D.J. Miller on file;	0.20	DM
Jul-04-17	Receive and review letter from Liquid Capital's counsel; draft letter to Liquid Capital's counsel;	0.50	DJM
Jul-06-17	Further correspondence from counsel to Liquid Capital and forward same to the Receiver for review and response;	0.40	DJM
Jul-12-17	Detailed email from S. Damiani providing information for response; receive and review further letter from Liquid Capital's counsel; emails to and from Deloitte to obtain letter in response;	0.60	DJM
Jul-13-17	Receive and review draft letter from Deloitte, revise and finalize same and send to Liquid Capital's counsel;	0.50	DJM
Jul-28-17	Emails from and to S. Damiani regarding no response from Liquid Capital's counsel;	0.20	DJM

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
D. J. Miller	2.50	\$800.00	\$2,000.00
Denisa Mertiri	0.20	\$350.00	\$70.00
Total Fees			\$2,070.00
HST (@ 13%) on Fees			<u>\$269.10</u>
Total Fees and HST			\$2,339.10
<u>DISBURSEMENTS</u>			
Photocopies			\$2.50
Total Taxable Disbursements			\$2.50
HST (@ 13%) on Taxable Disbursements			\$0.33
Total *Non-Taxable Disbursements			<u>\$0.00</u>
Total Disbursements and HST			<u>\$2.83</u>
TOTAL NOW DUE			<u>\$2,341.93</u>

THORNTON GROUT FINNIGAN LLP

Per:  **D. J. Miller**

E. & O. E.
GST/HST #87042 1039 RT0001 * GST/HST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 33 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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

Deloitte & Touche
22 Adelaide Street West, Suite 200
Toronto, ON
M5H 0A9

December 22, 2017

Attention: Stefano Damiani

Invoice No. 31995
File No. 100-371

RE: Freightcan Global Inc.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the
period ending: November 30, 2017

FEES

Aug-04-17	Email from N. Tourgis requesting meeting or call with us and the Receiver's counsel; exchange of emails to provide available dates;	0.20	DJM
Aug-12-17	Emails with N. Tourgis and with S. Damiani as to coordinating conference call;	0.10	DJM
Aug-18-17	Emails to and from the Receiver and N. Tourgis to confirm conference call for August 22nd;	0.20	DJM
Aug-22-17	Conference call with the Receiver, N. Tourgis and representative of the insurer regarding her client's claim;	0.40	DJM

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
D. J. Miller	0.90	\$800.00	\$720.00
Total Fees			\$720.00
HST (@ 13%) on Fees			\$93.60
Total Fees and HST			\$813.60
TOTAL NOW DUE			<u>\$813.60</u>

THORNTON GROUT FINNIGAN LLP

Per: D. J. Miller

E. & O.E.
GST/HST #87042 1039 RT0001 * GST/HST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 33 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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

HSBC Bank Canada
c/o Deloitte & Touche
8 Adelaide Street W., Suite 200
Toronto, ON M5H 0A9

September 10, 2018

Attention: Stefano Damiani

Invoice No. 32635
File No. 100-371

RE: Freightcan Global Inc.

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING
for the period ending: September 10, 2018

FEES

Jul-04-18	Receive and review draft of final Court report and Receiver's discharge certificate from Deloitte;	0.50	DJM
Jul-05-18	Discussion with R. Bengino regarding reviewing and finalizing Receiver's discharge and final report;	0.30	DJM
Jul-11-18	Review and consider motion materials; Review and revise draft report;	0.40	RB
Jul-16-18	Review and revise draft report and fees; e-mails revised report to client;	0.90	RB
Aug-20-18	Review and revise draft order and review final draft of Court report and discuss same with R. Bengino;	0.30	DJM
	Draft discharge order;	1.40	RB
Aug-22-18	Revise draft Order and send to client for review;	0.20	RB
Aug-30-18	Review comments and e-mail from S. Damiani;	0.20	RB
Aug-31-18	Call with S. Damiani; revise draft report and send to client for review;	0.50	RB
Sep-05-18	E-mail with respect to Court attendance;	0.10	RB
Sep-06-18	Discussion with R. Bengino regarding date for motion for finalizing all aspects of the file;	0.20	DJM
	E-mails and discussion with respect to court motion;	0.50	RB

Sep-07-18 Instructions with respect to commercial list request form;

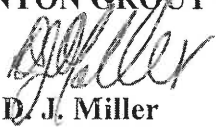
0.20

RB

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
D. J. Miller	1.30	\$825.00	\$1,072.50
Rachel Bengino	4.40	\$450.00	\$1,980.00
Total Fees			\$3,052.50
Plus: Estimate to finalize materials and attend Court Motion			<u>\$3,584.67</u>
Balance of Fees			\$6,637.17
HST (@ 13%) on Fees			<u>\$862.83</u>
Total Fees and HST			<u>\$7,500.00</u>
TOTAL NOW DUE			<u>\$7,500.00</u>

THORNTON GROUT FINNIGAN LLP

Per:  D. J. Miller

E.& O.E.

GST/HST #87042 1039 RT0001 * GST/HST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 33 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

EXHIBIT “B”

EXHIBIT “B”

Calculation of Average Hourly Billing Rates of
Thornton Grout Finnigan LLP
for the period May 1, 2017 to September 10, 2018

Invoice No.	Fees	Disbursements	HST	Hours	Average Rate	Total
31692	\$2,070.00	\$2.50	\$269.43	2.70	\$767.00	\$2,341.93
31995	\$720.00	0.00	93.60	0.90	\$800.00	\$813.60
32635	\$6,637.17	00.00	\$862.83			\$7,500.00**
TOTALS:	\$9,427.17	\$2.50	\$1,225.86			<u>\$10,655.53</u>

** includes an estimate of fees for finalizing the matter

EXHIBIT “C”

EXHIBIT “C”

Billing Rates of Thornton Grout Finnigan LLP

For the period May 1, 2017 to December 31, 2017

	<u>Rate</u>	<u>Year of Call</u>
D.J. Miller	\$800	1993
Denisa Mertiri	\$350	2015

For the period January 1, 2018 to September 10, 2018

	<u>Rate</u>	<u>Year of Call</u>
D.J. Miller	\$800	1993
Rachel Bengino	\$450	2015

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF D.J. MILLER
(Sworn September 12, 2018)

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

EXHIBIT “I”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

1. Pursuant to an application by HSBC Bank Canada under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated August 17, 2015, Deloitte Restructuring Inc. was appointed as Receiver of the assets, undertakings and properties of Freightcan Global Inc. (the "**Debtor**").
2. Pursuant to an Order of the Court dated September 21, 2018 (the "**Discharge Order**"), Deloitte Restructuring Inc. was to be discharged as Receiver to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

- A. All matters to be attended to in connection with the receivership of the Debtor has been completed to the satisfaction of the Receiver.
- B. The Receiver has made the payments outlined in paragraphs 4, 5, 6 and 7 of the Discharge Order.
- C. This Certificate was filed by the Receiver with the Court on the ____ day of _____ 2018.

DELOITTE RESTRUCTURING INC.
solely in its capacity as the Court-appointed
receiver of Freightcan Global Inc. and without
personal or corporate liability

Per: _____

Paul M. Casey, CPA, CA, FCIRP, LIT
Senior Vice-President

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

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

Proceedings commenced at **Toronto**

RECEIVER'S DISCHARGE CERTIFICATE

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

SECOND REPORT OF THE RECEIVER

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 21ST
	)	
JUSTICE	)	DAY OF SEPTEMBER, 2018

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

DISTRIBUTION, FEE APPROVAL AND DISCHARGE ORDER

THIS MOTION, made by Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, properties and undertaking of Freightcan Global Inc. (the "**Debtor**") for an order:

- (a) abridging, if necessary, the time for service of the Receiver's Motion Record and dispensing with further service thereof;
- (b) approving the Receiver's second report to the Court dated September 12, 2018 (the "**Second Report**") and approving the activities and conduct of the Receiver described therein;

- (c) approving the professional fees of the Receiver for the period August 17, 2015 to September 3, 2018;
- (d) approving the professional fees and disbursements of the Receiver's legal counsel for the period from May 1, 2017 to September 10, 2018;
- (e) approving the Receiver's statement of receipts and disbursements for the period August 17, 2015 to August 31, 2018;
- (f) approving a partial distribution to HSBC Bank Canada (the "**Bank**") with respect to the HSBC Receivership Advances (as defined in the Second Report) from the remaining funds held by the Receiver and authorizing and directing the Receiver to assign to the Bank all remaining assets and any further receipts in connection with the within estate in partial satisfaction of the HSBC Receivership Advances;
- (g) authorizing and directing the Receiver to dispose of the Debtor's records in the possession of the Receiver;
- (h) discharging Deloitte as Receiver; and
- (i) releasing and discharging Deloitte from any liability in connection with the discharge of its duties as Receiver and barring all claims against Deloitte in connection with the within estate upon its discharge as Receiver,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report, the affidavit of Paul Casey sworn September 5, 2018 (the "**Casey Affidavit**"), the affidavit of D.J. Miller sworn September 12, 2018 (the "**Miller Affidavit**"), and on hearing the submissions of counsel for the Receiver, no one else appearing

for any other person on the service list, although properly served as appears from the affidavit of Maria Magni sworn September 13, 2018, filed:

SERVICE

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

APPROVAL OF RECEIVER'S ACTIVITIES AND FEES

2. **THIS COURT ORDERS** that the Second Report and the Receiver's activities, decisions and conduct set out in the Second Report are hereby authorized and approved.

3. **THIS COURT ORDERS** that the Receiver's Statement of Receipts and Disbursements (the "**Final R&D**") for the period August 17, 2015 to August 31, 2018 be and is hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from August 17, 2015 to September 3, 2018 (including estimated fees to completion of the estate herein) as set out in the Second Report and the Casey Affidavit are hereby approved and the Receiver is authorized and directed to pay all such fees and disbursements.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Thornton Grout Finnigan LLP, for services rendered during the period from May 1, 2017 to September 10, 2018 (including estimated fees to the completion of the estate herein) as set out in the Miller Affidavit are hereby approved and the Receiver is authorized and directed to pay all such fees and disbursements.

DISTRIBUTIONS TO HSBC BANK CANADA

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute to the Bank CAD\$88,462 with respect to the HSBC Receivership Advances (as defined in the Second Report), as well as all funds remaining in the Receiver's possession after payment of the disbursements identified in the Final R&D in partial repayment of the HSBC Receivership Advances.

7. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to assign to the Bank any future receipts in connection with the estates herein in partial repayment of the HSBC Receivership Advances.

DISCHARGE AND RELEASE OF RECEIVER

8. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraphs 4, 5, 6 and 7 hereof and upon the Receiver filing a certificate in the form of Schedule "A" attached hereto (the "**Receiver's Discharge Certificate**") certifying that it has completed the other activities described in the Second Report, the Receiver shall be discharged as Receiver of the assets, property and undertakings of the Debtor, provided, however, that notwithstanding its discharge herein the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.

9. **THIS COURT ORDERS AND DECLARES** that upon filing of the Receiver's Discharge Certificate, Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or

omissions of Deloitte while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

10. **THIS COURT ORDERS** that, upon filing of the Receiver's Discharge Certificate, the Receiver is hereby authorized and directed to dispose of the Debtor's books and records in the possession of the Receiver.

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

Schedule "A" – Form of Receiver's Discharge Certificate

Court File No.: CV-15-10828-00CL

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

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

Applicant

- and -

FREIGHTCAN GLOBAL INC.

Respondent

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

1. Pursuant to an application by HSBC Bank Canada under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated August 17, 2015, Deloitte Restructuring Inc. was appointed as Receiver of the assets, undertakings and properties of Freightcan Global Inc. (the "**Debtor**").
2. Pursuant to an Order of the Court dated September 21, 2018 (the "**Discharge Order**"), Deloitte Restructuring Inc. was to be discharged as Receiver to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

- A. All matters to be attended to in connection with the receivership of the Debtor has been completed to the satisfaction of the Receiver.
- B. The Receiver has made the payments outlined in paragraphs 4, 5, 6 and 7 of the Discharge Order.
- C. This Certificate was filed by the Receiver with the Court on the ____ day of _____ 2018.

DELOITTE RESTRUCTURING INC.
solely in its capacity as the Court-appointed
receiver of Freightcan Global Inc. and without
personal or corporate liability

Per:

Paul M. Casey, CPA, CA, FCIRP, LIT
Senior Vice-President

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

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

Proceedings commenced at **Toronto**

**DISTRIBUTION, FEE APPROVAL
AND DISCHARGE ORDER**

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

HSBC BANK CANADA

and
Applicant

FREIGHTCAN GLOBAL INC.

Respondent

Court File No.: CV-15-10828-00CL

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

Proceedings commenced at **Toronto**

MOTION RECORD
Returnable September 21, 2018

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSO# 344393P)
Tel: 416-304-0559
Email: djmiller@tgf.ca

Rachel Bengino (LSO# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Receiver