

**IN THE MATTER OF THE *COMPANIES'S CREDITORS ARRANGEMENT ACT*, R.S.C 1985, C. C-36 AS
AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLANTICA DIVERSIFIED
TRANSPORTATION SYSTEMS INC.**

**REPORT OF
BDO CANADA LIMITED
IN ITS CAPACITY AS MONITOR OF
THE APPLICANT UNDER THE *COMPANIES'S CREDITORS ARRANGEMENT ACT*
FIRST MONITORS REPORT**

DATED DECEMBER 19, 2017

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APPENDICIES

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| Exhibit 1 | Initial Order dated December 7, 2017 |
| Exhibit 2 | Internal financial statements for the year ended September 30, 2017 |
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INTRODUCTION

Introduction

1. This report (“**First Report**”) is filed by BDO Canada Limited (“**BDO**”) in its capacity as monitor (the “**Monitor**”) appointed on December 7, 2017 by the Supreme Court of Nova Scotia (“**Honourable Court**”) pursuant to certain relief granted Atlantica Diversified Transportation Systems Inc. (“**ADTS**” or the “**Company**”) under the Companies’ Creditors Arrangement Act, R.S.C. 1985, C. C-36, as amended (“**CCAA**”).
2. By Order dated December 7, 2017 (“**Initial Order**”) this Honourable Court decided, among other things:
 - a. declaration that ADTS is a company to which the CCAA applies;
 - b. appointed BDO as Monitor in the CCAA proceedings;
 - c. granted a stay up to and including the 22nd of December 2017;
 - d. that the Company could return to any equipment lessor any asset under lease not required for the ongoing operations of the business;
 - e. that the Company could dispose of redundant or nonmaterial assets not exceeding \$20,000 in value in a single transaction or \$100,000 in aggregate;
 - f. certain suppliers declared critical suppliers and in lieu of a critical supplier charge ADTS may, with the consent of the Monitor, pay critical suppliers for goods or services rendered in the 30 days prior to the Initial Order provided the aggregate payment does not exceed \$200,000;
 - g. approved a directors’ charge not to exceed \$50,000 and the benefit of the directors’ charge shall be limited to the extent that ADTS does not have any directors’ and officers’ insurance coverage or to the extent that such coverage is insufficient to pay amount indemnified in the Initial Order, and granting a second ranking charge in priority to all claims of creditors except that of Accutrac;
 - h. approved an administration charge not to exceed \$75,000 for the Monitor, Monitor’s counsel, ADTS counsel and assistants, and granting a first ranking charge in priority to all claims of creditors except that of Accutrac; and
 - i. continue the factoring relationship between ADTA and Accutrac.

3. A copy of the Initial Order is attached as Exhibit 1.

Disclaimer

4. BDO has reviewed the sworn affidavit of David Montgomery and have relied on discussions with senior management in support of the Applicant's motion.
5. This First Report should be read in conjunction with the affidavit of David Montgomery.
6. BDO has relied upon the financial records and financial information of ADTS, as well as other information supplied by senior management, accountants, auditors and financial advisors to ADTS. Where available, BDO has reviewed external records and documentation.
7. Our procedures and enquiries did not constitute an audit or review engagement. BDO has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information that has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook. BDO has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
8. BDO assumes no responsibility or liability for loss or damage occasioned by any party as a result of circulation, publication, reproduction, use or reliance on the information contained in this First Report. Any use which any party, other than this Honourable Court, makes of this First Report or any reliance on or a decision made based upon it is the responsibility such party.
9. The Monitor's Report on Cash Flow Statement is based on assumptions regarding future events, and actual results will vary from the information presented even if the hypothetical assumptions occur, and variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Cash Flow Statement will be achieved. The Monitor expresses no opinion or other forms of assurance with respect to the accuracy of any financial information relied upon in preparing the Cash Flow Statement or the First Report.
10. The Monitor's review of the Cash Flow Statement consisted of inquiries, analytical procedures and discussions related to information supplied to us by ADTA. Since hypothetical assumptions need not be supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of those documents and the projections therein.
11. The Cash Flow Statement and the First Report have been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

12. Unless otherwise stated, all monetary amounts contained in this report are expressed in Canadian dollars.
13. Unless otherwise stated, references to years related to the fiscal year of ADTS, which ends on September 30.

Purpose

14. The purpose of this First Report report of the Monitor is to provide this Honourable Court with:
 - a. background information about ADTS and the CCAA proceedings;
 - b. an updated on the activities of ADTS since the date of the Initial Order;
 - c. an update on the Monitor's activities since the date of the Initial Order;
 - d. cash flow forecast for the 13 weeks ending February 23, 2018 as prepared by management and the Monitor's report on the Cash Flow Statement (Exhibit 6)
 - e. the Monitor's view on ADTS' request for an extension of the stay of proceedings; and
 - f. the Monitors recommendations.

BACKGROUND

History

15. ADTS provided certain background information in respect of its business and affairs, assets, indebtedness and the causes of financial difficulties as part of the application for the Initial Order. Additional information is provided here.
16. ADTS is in the trucking business based out of Halifax Nova Scotia and has a depot in Moncton, New Brunswick. ADTS transports goods for customers in Canada and throughout the United States of America providing full supply chain logistics solutions and project management support utilizing flatbeds and open decks, dry vans, and reefers.
17. ADTS reported \$37,779,000 in revenue in 2016 and \$23,301,000 for 6 months in 2015. Internal financial statements for the year ended September 30, 2017 as of December 18, 2017, as prepared by management, show revenues of \$18,107,832 and a net loss of \$2,342,938. The internal financial statements are attached as Exhibit 2.
18. ADTS has separated and shed its money losing division located in Newfoundland and Labrador, and shed its money losing warehousing business in an effort to focus on a profitable trucking business.
19. ADTS currently has 102 employees.
20. ADTS has the following non-arms length parties:

- a. Fulcrum Transportation Management Limited (owned by shareholder)
- b. Newterm Logistics Inc. (owned by shareholder)
- c. Warren Ready Mix Ltd. (owned by a shareholder)
- d. Warren Transport Ltd. (owned by a shareholder)
- e. Warren Truck Center (owned by a shareholder)

Reasons for Financial Difficulty

21. Given the net loss in 2016 of \$2,832,000, together with a net cash flow loss of \$2,000,000 in 2016, the Company needed to make numerous operational changes to return ADTS to profitability.
22. The Company had the following unprofitable divisions which have been shed:
 - a. Newterm Logistics Inc. was a warehousing division that was unprofitable. This division was segregated from ADTS and is now under the control of a shareholder.
 - b. The operating division in Newfoundland and Labrador was unprofitable. This division was segregated from ADTS and is now under the control of a shareholder.
23. In addition to shedding unprofitable divisions, the trucking business was restructured to focus on the triangle of Eastern Canada to United States to Ontario and return. A focus on this routing resulted in more head haul trips which are the most profitable trips (versus back haul trips) thereby increasing revenue. In order to facilitate this routing the driver has to be restructured, as at the onset, 75% of the drivers were oriented towards the Canadian marketplace.
24. The current director became the sole director in December 2016. Upon becoming the sole director, it was discovered that there was significant source deductions outstanding. An October 19, 2017 statement from the Canada Revenue Agency shows \$895,000 in source deductions outstanding.
25. Cash flow pressures resulted in ADTS requiring the services of a factoring company. This working capital facility added additional costs when compared to its previous operating lender.
26. The decline in revenue and negative cash flow resulted in ADTS defaulting on many of its debts to secured lenders, who, after a period working with the Company, began enforcement proceedings.
27. ADTS has either completed or continued the following operational restructuring efforts since December 2016 and prior to filing:
 - a. reduced the number of depots/locations from six to the current two;
 - b. shed redundant assets, and invested in newer leased equipment;

- c. reduced the number of administrative staff and garage staff by 71;
 - d. eliminated the internal garage function;
 - e. changed routing to focus on the Eastern Canada – United States – Ontario route and reoriented its drivers from 75% focused on Canada to >90% able to operate in the United States;
 - f. rebranded the operation to Atlantica and implemented a new customer service protocol;
 - g. reduced expenses which included the number of corporate credit cards from 27 to Nil and company vehicles from 25 to 3; and
 - h. recruited a new controller.
28. The Company has reviewed its income producing assets and has determined that it still has surplus assets. It has estimated the optimal number of tractors at 75 and trailers at approximately 1.5 times the number of tractor, or approximately 113 trailers.

Assets

29. The Company's' assets primarily consist of the following:
- a. trade accounts receivable in the amount of \$1,784,800 and \$49,569 in USD grouped as follows:
 - i. Factored with Accutrac - \$1,502,419 and \$49,569 USD;
 - ii. AR (not factored) - \$282,381;
 - iii. The subledger accounts of Riverbend Freight Systems (\$1,061,707) and Warren Truck Center (\$377,713) have been excluded, as various transactions (payments, offsets, etc.) have not yet been posted to these accounts. These two accounts are related to ADTS.
 - b. tractors – The Company has 137 tractors which can be grouped as follows:
 - i. 60 – primarily model years 2015, 2016 and 2018 units which are operating;
 - ii. 45 – units identified as possible surplus, primarily model years 2013, 2014 and some 2016;
 - iii. 27- Seized by the Bailiff; and
 - iv. 5 – being operated by Warren Truck Center
 - c. Trailers – The Company has approximately 144 trailers.
30. The following possible assets will require further investigation:
- a. Inventory and prepaid expenses
 - b. Due from corporate shareholders and directors
 - c. Due from Fulcrum Transportation Management Limited
 - d. Investments

- e. Investment in subsidiary
- f. Cash surrender value of life insurance

31. ADTS leases its premises in Halifax and Moncton and does not own any real property.

Liabilities

32. As at December 13, 2017, the liabilities of ADTS total approximately \$13,180,779. The creditors list is attached as Exhibit 3.

Liabilities – Secured Creditors

33. ADTS has approximately \$9,137,567 in secured creditors (\$1 indicates an unknown balance outstanding). Unless otherwise noted, the secured creditors have leased tractors, trailers and other vehicles used in the operation of ADTS:

| | |
|---|-------------|
| a. Canadian Western Bank and Canadian Western Bank Leasing Inc. - | \$7,357,700 |
| b. Accutrac Capital Solutions Inc. - | \$1,514,708 |
| c. Trailer Wizards Ltd. - | \$ 162,000 |
| d. Royal Bank of Canada - | \$ 45,023 |
| e. Nissan Canada Financial Services Inc. - | \$ 26,325 |
| f. RCAP Leasing Inc. - | \$ 12,031 |
| g. Blue Chip Leasing Corporation - | \$ 8,070 |
| h. Northeast Truck and Trailer Sales - | \$ 6,816 |
| i. Great Lakes Leasing (GPS tracking system) - | \$ 4,769 |
| j. National Leasing Group Inc. – (photocopiers) | \$ 125 |
| k. Penske Truck Leasing Canada Inc. – | \$ 1 |
| l. Wells Fargo Equipment Finance Company - | \$ 1 |
| m. Hawkins Truck Mart Limited (now Peterbuilt) - | \$ 1 |
| n. Bank of Montreal - | \$ 1 |
| o. Paccar Financial Ltd. - | \$ 1 |

34. Element Financial Corporation (snowplows) was not included on the ADTS creditors list included as part of the initial notice. A copy of the creditor's notice was sent subsequent to the initial issuance of this notice to this creditor.

35. Bodkin Capital Corp has advised the Monitor that it is not a creditor of ADTS and wishes to receive no further information on this matter.

36. ADTS has the following judgement creditors – Workers Compensation Board of Nova Scotia; Clarke Road Transport Inc.; Design Group Staffing Inc.; and Roops Cleaners 2009 Limited.

37. The Monitor has included in the creditors list all parties listed in the Personal Property Registry System of both Nova Scotia and New Brunswick, where not otherwise listed in the accounts payable listing of ADTS. This was completed to provide those creditors an ability to participate in the CCAA process.
38. The CCAA proceeding will establish a claims process, as is customary in proceedings such as these. It is expected that the final secured creditor claims will be different from that listed in the records of ADTS. That difference maybe material. Part of that difference may related to how the secured creditor is treated in the Company's plan of arrangement.

Liabilities – Unsecured Creditors

39. ADTS has approximately \$4,043,212 in unsecured creditors. The following creditors are owed amounts greater than \$100,000:

| | |
|---------------------------|-----------|
| a. ECN Financial Inc. | \$170,424 |
| b. Irving Oil | \$254,620 |
| c. Michelin North America | \$109,250 |
| d. Warren Truck Center | \$670,000 |

40. The CCAA proceeding will establish a claims process, as is customary in proceedings such as these. The claim maybe different than recorded in the Company records. That difference may be material.

Liabilities – Canada Revenue Agency

41. The following amounts are owed to the Canada Revenue Agency
- a. Source Deductions – A CRA statement dated October 19, 2017 identifies source deduction arrears of \$895,816. The ADTS creditors list shows a balance outstanding of \$360,000. The Monitor is working with the Company and the Canada Revenue Agency to obtain details of this balance.
- b. HST – ADTS is required to file its HST claims on a monthly basis, at the end of the following month. A statement dated November 2, 2017, which includes the September 2017 HST refund shows a balance outstanding of \$204,443.11. The creditors list shows a balance of \$460,000. The balance as calculated by ADTS is as follows:

| | <u>G/L</u> |
|---------------------------------|-------------------|
| Opening payable - Sept 30, 2016 | 72,269.30 |
| <u>Filing Period</u> | |
| October | 86,195.70 |
| November | 84,304.34 |
| December | (17,596.92) |
| January | (26,477.11) |
| February | (17,381.85) |
| March | (64,137.42) |
| April | 302,958.56 |
| May | 233,021.89 |
| June | 6,679.96 |
| July | 12,063.33 |
| August | (4,450.85) |
| September | (10,705.22) |
| October | (14,299.79) |
| Payment Oct 28th | (72,269.30) |
| Payment Nov 29th | (86,195.70) |
| Payment Jan 16th | (84,304.34) |
| Payment March 6th | (180,000.00) |
| Payment May 26th | (160,841.60) |
| Adjustment (held chqs) | 401,750.36 |
| | <u>460,583.34</u> |

ADTS has advised that the last 5 months of HST filings were as follows – June 2017 - \$6,679; July 2017 - \$12,063; August 2017 (\$4,450); September 2017 (\$10,705) and October 2017 (\$14,299). The Monitor has reviewed the September 2017 and October 2017 Canada Revenue Agency Statements and have confirm those amounts as filed. November 2017 is due to be filed on December 31, 2017.

42. The Monitor was contacted by the Canada Revenue Agency on December 15, 2017 who advised they were seeking to have legal counsel appointed early in the week ending December 22, 2017, and will seek to have a trust exam completed on an expedited basis. On December 18, 2017, a trust examiner contacted ADTS to begin the trust exam process. The Monitor has requested from CRA a detailed breakdown of the outstanding source deductions which it expects by the end of December 2017.
43. The CCAA proceeding will establish a claims process, as is customary in proceedings such as these. It is expected that the final Canada Revenue Agency claims will be determined through

the trust exam process. The claim maybe different than recorded in the Company records. That difference may be material.

Related Parties

44. ADTS has the following relationships with related parties as noted in either the 2016 financial statements or the creditors list as at December 13, 2017

- a. Fulcrum Transportation Management Limited
 - i. Accounts receivable - \$59,712
 - ii. Accounts payable - \$Nil

- b. Newterm Logistics Inc. (owned by ADTS)
 - i. Accounts receivable - \$Nil
 - ii. Accounts payable - \$2,350

- c. Warren Ready Mix Ltd. (owned by a shareholder)
 - i. Accounts receivable - \$Nil
 - ii. Accounts payable - \$64,702

- d. Warren Transport Ltd. (owned by a shareholder)
 - i. Accounts receivable - \$Nil
 - ii. Accounts payable - \$176

- e. Warren Truck Center (owned by a shareholder)
 - i. Accounts receivable - \$Nil
 - ii. Accounts payable - \$670,000

45. The CCAA proceeding will establish a claims process, as is customary in proceedings such as these. The claim maybe different than recorded in the Company records. That difference may be material.

Guarantors

46. The following parties have guaranteed the debts of ADTS to Canadian Western Bank and Canadian Western Bank Leasing Inc.:

- a. Warren Transport Ltd.
- b. Warren Ready Mix Ltd.
- c. Newterm Logistics Inc.
- d. David Montgomery

Shareholders / Directors

47. The company has three shareholders – Gordon Peddle, David Montgomery and Vaughn Sturgeon (or companies affiliated with them).
48. The sole director, as at December 18, 2017 is David Montgomery.
49. One shareholder who is not currently a director of ADTS expressed a possible interest in becoming a director. The Initial Order specifically included language that contemplated this possibility in that nothing in the Initial Order restrict, limits, or stays, any right of a shareholder to nominate and vote on the appointment of directors.
50. The Monitor is not aware of any change in directors as at the date of this report.

ACTIVITES OF ADTS SINCE THE INITIAL ORDER

51. Since the date of the Initial Order, management of ADTS, in addition to managing the daily operations of the business, have included the following:
 - a. review of the Cash Flow Statement and provide information on the assets and liabilities of the Company as requested by the Monitor;
 - b. communicate with employees, customers and suppliers in an effort to provide an update on operations and information on the CCAA proceeding;
 - c. communicate with creditors regarding the CCAA proceeding;
 - d. assist legal counsel with information required in preparation for the hearing on December 22, 2017;
 - e. assist the Monitor with information requested by creditors, and information required in preparation for the hearing on December 22, 2017;
 - f. attend a planning meeting on December 14, 2017 with legal counsel, the Monitor and certain of the Company's assistants to map out the operational and financial issues that need to be addressed in order to put forward a plan of arrangement with creditors; and
 - g. develop a proposed Claims Procedure Order.
52. Management of ADTS has advised that:
 - a. No Critical Supplier, or key supplier, has ceased providing good and services to ADTS;

- b. No significant number of employees (approximately 6) have left as a result of the CCAA proceeding and continued restructuring;
- c. The Accutrac factoring facility remains in place and is operating in the normal course;
- d. There have been no significant customer losses since the Initial Order. ADTS has won a new contract that is expected to result in an additional 10-20 loads a week; and
- e. Insurance coverage was cancelled just prior to the granting of the Initial Order and replacement coverage was obtained on the same terms and conditions via its broker and is in place effective December 6, 2017. The Company has requested a copy of the policy from the broker and it has yet to arrive. ADTS has advised that the current policy does not include directors and officer insurance coverage. The Company continues to seek directors and officer insurance coverage.

53. The Monitor is of the opinion that ADTS continues to act in good faith and with diligence.

ACTIVITES OF THE MONITOR SINCE THE INITIAL ORDER

54. The Monitor submitted Form 1 and Form 2 to the Office of the Superintendent of Bankruptcy (“OSB”) on December 8, 2017 and December 11, 2017 respectively. The OSB provided its acknowledgement of the CCAA proceedings on December 12, 2017.
55. The Monitor has provided notice to creditors in accordance with s. 23 (1)(a) of the CCAA, and paragraph 38 of the Initial Order as follows:
- a. established, on December 8, 2017, an external website () which contains all statutory and other relevant information related to this CCAA proceeding;
 - b. posted the Initial Order on the external website on December 8, 2017;
 - c. posted the Proposed Monitors Pre-Filing Report to the external website on December 11, 2017;
 - d. published, in the prescribed form once a week for two consecutive weeks, a notice of the granting of the Initial Order in both the Chronicle Herald (Halifax, Nova Scotia) and the Times Transcript (Moncton, New Brunswick) on December 11, 2017 and December 18, 2017. A copy of this notice is attached as Exhibit 4;
 - e. sent, in the prescribed manner and containing the prescribed information, a notice to every known creditor who has a claim against ADTS and advising them that the Initial Order is publically available on December 13, 2017. A copy of this notice is attached as Exhibit 5;

- f. posted the most current service list on the external website; and
 - g. continues to update the external website (www.extranets.bdo.ca/adts) by posting information stakeholders may find relevant to participation in the process.
56. All prescribed materials filed by ADTS and the Monitor in the CCAA proceedings are available to creditors and other interested parties in electronic format on the external website. The Monitor will continue to make regular updates to ensure creditors and other interested parties are kept current.
57. The Monitor continues to respond to stakeholder and creditor inquiries in an open, transparent and timely fashion.
58. The Monitor has consulted with management and commenced its reviewed of information in support of certain of the assets, liabilities and other claims, the Cash Flow Statement, and the CCAA proceedings. The review is ongoing and is not complete as it is complicated by poor state of the Company's financial records.
59. The Monitor has participated in a planning meeting on December 14, 2017 with legal counsel, the Monitor and certain of the Company's assistants to map out the operational and financial issues that need to be addressed in order to put forward a plan of arrangement with creditors.
60. ADTS has a factoring agreement and a loan agreement with Accutrac. The Monitor has reviewed the Accutrac factoring agreement dated July 7, 2017 which operates as follows:
- a. on completion of a Notification Sheet together with an invoice and supporting documentation, the specific receivables are purchased by Accutrac;
 - b. the Notification Sheet certifies that each receivable is a bona fide sale, that the service has been rendered, there is no knowledge of any dispute which could cause the customer not to pay the receivable on its due date, and that each purchase of receivable includes all priviledges and rights of an unpaid vendor;
 - c. risk of credit loss remains with ADTS;
 - d. Accutrac will purchase receivables excluding those outstanding for 90 days or more, or those which are otherwise unacceptable to a maximum limit of \$5,500,000;
 - e. receivables subject to a dispute or not collected within 90 days will be purchased back by ADTS for the outstanding amount;
 - f. the purchase price is 100% of the invoice amount less any discounts, fees or reserves

- g. there is a fee of 1% of the face amount on each invoice, plus an additional fee of prime plus 5% calculated against funds advanced;
 - h. in addition there is a reserve of 5% which, should the receivable be collected, is used to pay outstanding fees and any residual is returned to ADTS; and
 - i. the term of the agreement is 12 months, can automatically be renewed for an additional 12 months and can be terminated on 60 days' notice by either party.
61. The Monitor's review of the Company's cash receipts and disbursements is in progress.
62. The Monitor has prepared the First Report to this Honourable Court in the CCAA proceedings.
63. The Monitor has confirmed with ADTS that:
- a. employee wages and benefits have continued to be paid in the ordinary course;
 - b. no payments have been made to assistants retained by ADTS in respect of these proceedings outside of Company legal counsel and Monitor fees and legal counsel;
 - c. ADTS is current with regards to all post-filing returns and remittances with the Canada Revenue Agency and the Worker's Compensation Board of Nova Scotia;
 - d. no leased asset has been returned to a lessor;
 - e. ADTS has not disposed of any redundant or non-material assets;
 - f. Accutrac factoring agreement remains in place and is operational;
 - g. no other payments to Critical Suppliers have been made for pre-filing debts incurred within the 30 days before the Initial Order except the following approved payments:
 - i. Irving Oil - \$87,048
 - ii. Best Pass - \$926
 - iii. Bridgestone - \$5,000.
64. The Monitor has not yet reviewed the existing Company insurance policy. The Monitor has requested a copy once ADTS has received a copy from its broker. The Monitor has reviewed the certificate of insurance confirming insurance is in place and is effective.
65. Given the current absence of directors and officers insurance, the creditors of ADTS should be advised that the Company is currently relying on the Directors charge of \$50,000 authorized in the Initial Order.

MONITOR'S REPORT ON THE CASH FLOW STATEMENT

66. The Monitor has attached as Exhibit 6 to this report the Cash Flow Statement prepared by ADTS along with the Monitor's Report on the Cash Flow Statement as required pursuant to section 23 (1)(b) of the CCAA. It is the same report submitted in the Monitor's Pre-Filing Report and has not been amended.
67. Since being appointed, the Monitor has reviewed the actual cash inflows and outflows of for the one week ended December 15, 2017. A comparison of the actual cash inflows and outflows to the projected cash inflows and outflows is attached as Exhibit 7.
68. The results for the one-week show negative variances in revenue driven by lower than planned driver numbers and non-factored accounts receivable not being collected as expected. The lower driver numbers translates into fewer payroll expenses. The balance of the variances is timing of payments. Revenue for the Company during this period was \$246,185 or \$35,169 / per day
69. Although early, the Monitor is continually working with ADTS to determine if the cash flow forecast requires adjustment.
70. The Cash Flow Projection continues to reflect certain aspects of the Company's preliminary plan, where known, being the return of certain trucks and trailers to secured creditors, payments to secured creditors for those tractors and trailers in use, and historical experience.
71. The Cash Flow Statement indicates that there will be sufficient funds to meet ADTS ongoing obligations during the period as the Company works to make a plan of arrangement.

RESTRUCTURING OPTIONS

72. ADTS has determined that a restructuring of the business is in the best interest of the Companies' stakeholders.
73. ADTS principle objectives of the CCAA Proceeding are to:
 - i) sustain ongoing operations to preserve entity value and avoid possible liquidation through receivership, bankruptcy or other proceedings;
 - ii) downsize and reduce operating costs in a controlled and structured manner;
and
 - iii) ensure ADTS has the ability and necessary working capital to develop and effect a proposed restructuring plan that maximizes recoveries for the benefits of ADTS stakeholders.

74. The Company, its legal counsel and certain assistants, and the Monitor participated in a planning meeting on December 14, 2017 to map out the operational and financial issues that need to be addressed in order to put forward a plan of arrangement with creditors.
75. A detailed restructuring plan has yet to be completely developed. However, BDO understands the Company is considering the following options – all subject to negotiation and agreements with creditors, and approval by this Honourable Court should it be required:
- a. Accutrac – Liquidate the equipment secured by the Accutrac loan, as it is redundant, and apply it against the outstanding loan balance. Negotiate a mutually agreeable compromise to the deficiency;
 - b. Trailer Wizard Ltd. – Equipment will be returned to the lessor in the ordinary course as the trailers move through Moncton over the Christmas holiday season. This should be completed by January 2, 2018 with any exceptions dealt with at that time. In total there are 27 units left to be returned (40 units with 13 already returned as of December 4, 2017);
 - c. Canadian Western Bank and Canadian Western Bank Leasing Inc. (“CWB”) – The Company’s approach to addressing the debt to CWB can be segregated into two groups:
 - i. 2013 and 2015 tractors – ADTS is working with an Ontario based company looking to value the vehicles and purchase them en-bloc. This would include those tractors seized by CWB. The Monitor understands that CWB and the Bailiff have consented to this company inspecting the seized tractors as part of this process. A final valuation is anticipated by the end of December 2017. The proceeds would be applied to the CWB loan balance and a mutually agreeable compromise sought to the deficiency;
 - ii. 2016 tractors – ADTS is working to secure a new financing partner for these assets. A party has been identified who would purchase these assets and release them back to ADTS. The proceeds would be applied to the CWB loan balance and a mutually agreeable compromise sought to the deficiency;
 - d. Collectively these two transactions/parties would be the foundation for an offer to purchase the debt of CWB, and the deficiency, if any, would be included in the plan of arrangement;
 - e. It is unknown whether the option outlined in subsection (c) above will be successfully concluded. As a result, the Company is also exploring options to acquire other tractors and trailers;
 - f. ADTS intends to remain at its current location in Halifax. The Moncton lease expires in June 2018 and ADTS is exploring all options and alternatives related to Moncton.

76. These options have been reviewed with the Monitor but have not been incorporated in the Cash Flow Statement at this time.
77. Any of the options would be presented through a plan of arrangement to be voted on by creditors.
78. The Monitor's view is that dealing with CWB and Trailer Wizards Limited in an enbloc fashion will expedite the CCAA process, minimize costs, and therefore has the potential to maximize recovery for stakeholders.
79. In addition, a Proposed Claims Procedure would run concurrently with the making of a plan of arrangement starting January 10, 2018, claimed to be received by February 16, 2018 and ending approximately by April 30, 2018, which includes an appeals process through a claims officer.
80. The timeframes provide creditors sufficient time to engage in the CCAA proceeding and quantify any claim, including supporting documentation, for submission in the Proposed Claims Procedure.
81. The timeframe essentially provide ADTS with 45 days with which to come to a proposed compromise with creditors, as the proposed timelines would result in a further extension request to complete the Proposed Claim Procedure, file a Plan of Arrangement and hold a vote on said plan.

MONITOR'S RECOMMENDATIONS

82. The Monitor believes that granting the requested 45-day extension of the stay provides ADTS with the best opportunity to make progress on continuing to restructure its business affairs, to ensure a going concern operation and to make a plan of arrangement that maximize the recovery for all stakeholders.
83. The Monitor is of the opinion that the Proposed Claims Process timelines are challenging, but provide reasonable balance between providing ample time for creditors to quantify, and file a claim in the CCAA proceeding and administering the proceeding with due diligence, and therefore should be approved.
84. The Monitors is of the opinion that progress has been made given the limited amount of time provided between the Initial Order of December 7, 2017 and as of the date of this report, December 19, 2017.
85. Based on the information currently available, the Monitor believes that the relief being sought by ADTS is reasonable and appropriate.
86. The Monitor is of the opinion that ADTS is has acted, and continues to act, in good faith.

87. The Monitor is of the opinion that ADTS has acted, and continues to act, with due diligence.
88. The Monitor is of the opinion that the stakeholders will not be materially prejudiced by the extension of the stay of proceedings by 45 days.
89. Accordingly, the Monitor respectfully recommends that this Honourable Court grant a further 45 day extension.

Respectfully submitted December 19, 2017

BDO Canada Limited
In its capacity as Monitor

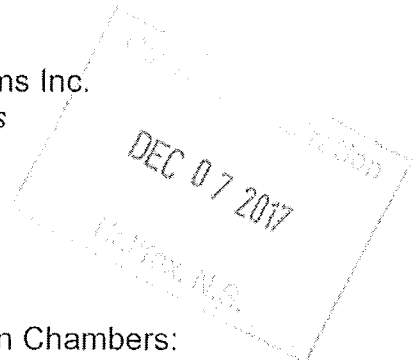
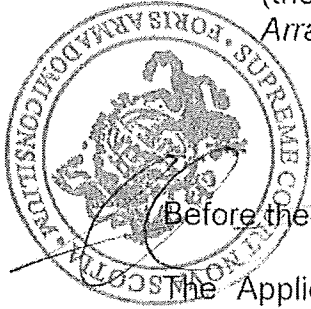


Phil Clarke, CPA, CA-CIRP, LIT
Senior Vice President

EXHIBIT 1

Supreme Court of Nova Scotia

Application by Atlantica Diversified Transportation Systems Inc.
(the "Applicant") for relief under the *Companies' Creditors
Arrangement Act*



Initial Order

Before the Honourable *Justice James L. Chipman* in Chambers:

The Applicant proposes to make a compromise or arrangement under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "CCAA") and it applied for an initial order and, now or in the future, other relief under the CCAA as may be sought on notice of motion.

The following parties received notice of this application:

The Service List attached as Schedule "A" to the Notice of Application in Chambers filed November 23, 2017.

The following parties, represented by the following counsel, made submissions:

| Party | Counsel |
|--|--|
| Applicant | D. Bruce Clarke, Q.C. |
| Canadian Western Bank and Canadian Western Bank Leasing Inc. Vaughn Sturgeon TrailerWizards BDO Canada Limited | Gavin MacDonald Sara L. Scott Matthew J.D. Moir Adam D. Crane |

On motion of the Applicant the following is ordered and declared:

Service

1. The service of the Notice of Application in Chambers, and the supporting documents, as set out in the Affidavit of Service is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.

Application

2. The Applicant is a company to which the CCAA applies.

Plan of Arrangement

3. The Applicant, in consultation with the Monitor, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "Plan").

Possession of Property and Operations

4. The Applicant shall remain in possession and control of its current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, but expressly not including any account receivable factored or sold to Accutrac Capital Solutions Inc. prior or subsequent to the date of this order (together, the "Property"). Subject to further order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel, and such other persons (collectively "Assistants") and the employees currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
5. The Applicant may pay the following expenses whether incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, and expenses payable to employees who continue to provide service on or after the date of this Order ("Active Employees"), in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - (b) all existing and future employee health, dental, life insurance, short and long term disability and related benefits (collectively, the "Group Benefits") payable on or after the date of this Order to Active Employees, in each case incurred in the ordinary course of business and consistent with existing policies and arrangements or such amended policies and arrangements as are necessary or desirable to deliver the existing Group Benefits; and

- (c) with prior written approval of the Monitor, the fees and disbursements for any Assistants retained or employed by the Applicant in respect of these proceedings, at their reasonable standard rates and charges.
6. Except as otherwise provided to the contrary herein, the Applicant may pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses may include, without limitation:
- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance including directors and officers insurance, maintenance, and security services; and
 - (b) payments for goods or services actually supplied to the Applicant following the date of this Order, including those provided for in CCAA section 11.01(a).
7. The Applicant shall remit or pay, in accordance with legal requirements or on terms as may be agreed to between the Applicant and the applicable authority:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: i) employment insurance, ii) Canada Pension Plan, iii) Quebec Pension Plan, and iv) income taxes;
 - (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
 - (c) any amount payable to the Crown in right of Canada or of any Province or any regulatory or administrative body or any other authority, in all cases in respect of municipal realty, municipal business, or other taxes, assessments or levies of any nature or kind which are: i) entitled at law to be paid in priority to claims of secured creditors; ii) attributable to or in respect of the ongoing Business carried on by the Applicant; and iii) payable in respect of the period commencing on or after the date of this Order.



8. Until such time as the Applicant disclaims a real property lease in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases, including, for greater certainty, common area maintenance charges, utilities and realty taxes, and any other amounts payable to the landlord under the lease, or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, in accordance with its existing lease agreements. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid.
9. Except as specifically permitted herein or by further order of this Court, the Applicant is hereby directed, until further order of this Court: i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date without prior written consent of the Monitor; ii) to grant no security interests, trusts, liens, charges, or encumbrances upon or in respect of any of its Property; and iii) to not grant credit or incur liabilities except in the ordinary course of the Business or with the prior written approval of the Monitor; provided nevertheless that the Applicant is expressly authorized and permitted to continue to operate its factoring facility with, and sell its accounts receivable to, Accutrac Capital Solutions Inc. with respect to accounts receivable arising either before or after the date of this order pursuant to the Factoring Agreement between the Applicant and Accutrac Capital Solutions Inc. dated June 2016 (the "Factoring Agreement") without the prior consent of the Monitor or any further approval of this Court.

Restructuring

10. The Applicant shall, subject to such requirements as are imposed by the Monitor and under any agreements for debtor-in-possession financing which may hereafter be approved by this Court, have the right to:
 - (a) permanently or temporarily cease, downsize or shut down any of its business or operations;
 - (b) return to any equipment lessor any asset under lease not required for the ongoing operations of the Business;
 - (c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate and, as applicable, in accordance with the terms of any collective agreement;

- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any refinancing; and
- (e) in accordance with its ordinary course of business, dispose of redundant or nonmaterial assets not exceeding \$20,000 in value in a single transaction or \$100,000 in aggregate.

No Proceedings against the Applicant or the Property

11. Until and including the ^{22nd} ~~23rd~~ day of December, 2017, or such later date as this Court may order (the "Stay Period"), no claim, grievance, application, action, suit, right or remedy, or proceeding or enforcement process in any court, tribunal, or arbitration association (each, a "Proceeding") shall be commenced, continued, or enforced against or in respect of any of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court. Not to limit the generality of the foregoing:
- (a) Canadian Western Bank, Canadian Western Leasing and Alton Bubar Sales Ltd. shall forthwith deliver to the Applicant any "fully paid for" units seized by them described in Exhibit "B" of the Supplemental Affidavit of David Montgomery; and 
 - (b) Canadian Western Bank, Canadian Western Leasing and Alton Bubar Sales Ltd. shall forthwith deliver to the Applicant transport records, equipment, personal effects and other documents required for the business of Atlantica seized by them as described in paragraph 7 of the Supplemental Affidavit of David Montgomery. 

No Exercise of Rights or Remedies

12. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on; ii) affect such investigations, actions, suits or proceedings by a regulatory body as

are permitted by section 11.1 of the CCAA; iii) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety, or the environment; iv) prevent the filing of any registration to preserve or perfect a security interest; or v) prevent the registration of a claim for lien and the related filing of an action to preserve the right of a lien holder, provided that the Applicant shall not be required to file a defence during the stay period. Nothing in this Order restricts, limits or stays any right that a shareholder of the Applicant has to nominate a director or to vote on the appointment of the directors of the Applicant, either under the *New Brunswick Business Corporations Act* or any shareholders agreement.

No Interference with Rights

13. During the Stay Period, 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 Applicant, including but not limited to renewal rights in respect of existing insurance policies on the same terms, except with the written consent of the Applicant and the Monitor, or leave of this Court.

Continuation of Services

14. During the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods 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 Business or the Applicant, 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 Applicant, and the Applicant shall be entitled to the continued use of its current premises, 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 Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

Non-Derogation of Rights

15. Notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property, or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation

on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant.

Proceedings Against Directors and Officers

16. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current, or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court, these proceedings are dismissed by final order of this Court, or with leave of this Court.

Appointment of Monitor

17. BDO Canada Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicant, the Property, and the Applicant's conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicant and its shareholders, officers, directors, employees and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
18. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
 - (a) monitor the Applicant's receipts and disbursements;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the activities of the Applicant, and such other matters as may be relevant to the proceedings herein;
 - (c) advise the Applicant in its development of the Plan and any amendments to the Plan, and, to the extent deemed appropriate by the Monitor, assist in its negotiations with creditors, customers, vendors, and other interested Persons;

- (d) assist the Applicant, to the extent deemed appropriate by the Monitor, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
 - (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents and to the Business of the Applicant, to the extent that is necessary to adequately assess the Applicant's Business and financial affairs or to perform its duties arising under this Order;
 - (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order, including any affiliate of, or person related to the Monitor;
 - (g) develop a claims process to ascertain the quantum of the claims of all creditors; and
 - (h) be at liberty to perform such other duties as are required by this Order or by this Court from time to time.
19. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
20. Nothing herein contained shall limit the protections afforded the Monitor at law including those protections set out in the CCAA.
21. The Monitor shall provide any creditor of the Applicant or a potential Debtor In Possession lender ("DIP Lender") with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor or a DIP Lender addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors or a DIP Lender unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.
22. The Monitor, counsel to the Monitor, and all counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case not to exceed their standard rates and charges, by the Applicant as part of the

costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a monthly basis.

23. The Monitor and its legal counsel shall pass their accounts from time to time before a judge of this court or a referee appointed by a judge.

Critical Suppliers

24. The suppliers listed on Schedule "A" herein, and any other supplier of goods or services to the Applicant which the monitor, in consultation with the Company, deems critical to the continued operation of the applicant, as contemplated by section 11.4 of the CCAA, shall be considered a critical supplier (a "Critical Supplier").
25. Each Critical Supplier shall continue to supply the Applicant with goods or services on terms and conditions that are consistent with existing arrangement and past practices.
26. The Applicant shall make prompt payment for goods or services supplied to the applicant by a Critical Supplier. For greater clarity, the Applicant who receives goods or services from a Critical Supplier on and after the date of this Order shall make payment to such Critical Supplier for such a goods or services on the next date on which such applicant ordinarily issues cheques after the date on which the Applicant receives from such Critical Supplier an invoice for the purchase price of the goods or services supplied.
27. No Critical Supplier may require the payment of a deposit or the posting of any security in connection with the supply of goods or services to the Applicant after the date of this Order.
28. In lieu of the grant of a Critical Supplier Charge, the Applicant may, with the consent of the Monitor, make payments in the ordinary course of business to Critical Suppliers, including for products or services rendered in the 30 days prior to the date hereof, not to exceed in aggregate \$200,000.

Directors' Charge

29. The directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge) on the Property, which charge shall not exceed an aggregate amount of ~~\$100,000~~, as security to indemnify the directors and officers against obligations and liabilities that they may incur as a director or officer of the company after

\$50,000
ll

the commencement of these proceedings, but subject however to the limitations contained in CCAA subsection 11.51(4).

30. Notwithstanding any language in any applicable insurance policy to the contrary, (a) the Company's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with this Order, and (b) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge.
31. The Directors' Charge shall be subordinate to the Administration Charge but shall otherwise be in priority to all secured creditors listed in section 34 herein.

Administrative Charge

32. The Monitor, the Monitor's counsel, the Applicant's counsel and Assistants (collectively, the "Chargees") shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of ~~\$100,000~~, as security for their professional fees and disbursements incurred at their applicable standard rates and charges, both before and after the making of this Order in respect of these proceedings. \$15,000
33. The filing, registration or perfection of the Directors' Charge and the Administration Charge (the "Charges") shall not be required and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
34. The Charges shall constitute a charge on the Property and shall rank in priority to claims of the following secured creditors: Canadian Western Bank and Canadian Western Bank Leasing Inc.; Penske Truck Leasing Canada Inc.; Wells Fargo Equipment Finance Company; Royal Bank of Canada; Clarke Road Transportation Inc.; Accutrac Capital Solutions Inc.; Design Group Staffing Inc.; Trailer Wizards Ltd.; Roops Cleaners 2009 Limited; Hawkins Truck Mart Ltd.; National Leasing Group Inc.; RCAP Leasing Inc.; Bank of Montreal; Bodkin Capital Corp.; PACCAR Financial Ltd.; Northeast Truck & Trailer Sales; 3237541 Nova Scotia Limited; Blue Chip Leasing Corporation; Element Financial Corporation; Nissan Canada Financial Services Inc.; 1354439 Ontario Inc.; and in priority to any other interests, trusts, liens, charges, and encumbrances and claims, statutory or otherwise, in favour of any Person, but shall not have priority over any

accounts receivable factored or sold to Accutrac Credit either before or after the date of this Order pursuant to the Factoring Agreement.

35. The Applicant and the Chargees shall be entitled, upon giving notice to parties likely affected, to seek an order changing the amount of the Administration Charge or providing that the Administrative Charge shall rank in priority to secured creditors not named in paragraph 34.
36. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any encumbrance over any Property that ranks in priority to, or *pari passu* with the Charges unless the Applicant also obtains the prior written consent of the Chargees, or further order of this Court.
37. The Charges shall not be rendered invalid or unenforceable and the rights and remedies thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application for a bankruptcy order issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; or (d) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, sublease, offer to lease, or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:
 - (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
 - (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant seeking the creation of the Charges; and
 - (c) the payments made by the Applicant pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

Service and Notice

38. The Monitor shall: i) without delay, publish in a notice containing the information prescribed under the CCAA, ii) within five days after the date of this Order, (A) make this Order publicly available in the manner

prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

39. The Applicant and the Monitor may give notice of this Order, any other materials and orders in these proceedings, and any notices, and provide correspondence, by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery, or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and any such notice by courier, personal delivery, or electronic 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.
40. The Applicant and the Monitor, and any party who has filed a demand of notice may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsel's e-mail addresses as recorded on the service list from time to time, and the Monitor may post a copy of any or all such materials on its website at www.bdo.ca.

General

41. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
42. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, construction lien trustee, or a trustee in bankruptcy of the Applicant, the Business or the Property.
43. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside Nova Scotia, is requested to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

44. Each of the Applicant and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
45. Any interested party, including the Applicant and the Monitor, may apply to this Court to vary or amend this Order on such notice required under the *Civil Procedure Rules* or as this Court may order.
46. This Order and all of its provisions are effective as of 12:01 [a.m./p.m.] ET Atlantic Standard Time on the 7th day of December, 2017.

Issued December 7, 2017.

Janet Hawes
(Deputy) Prothonotary

IN THE SUPREME COURT OF NOVA SCOTIA
I hereby certify that the foregoing document
is a true copy of the original.

Dated 7th day of December, 2017

Janet Hawes
Deputy Prothonotary

Schedule "A"

List of Critical Suppliers

Irving – Fuel

Tchek - Fuel

Telus – Phones, Cells, Internet, Fleet Complete

GBS – IT Support

Loadlink – Load Board

PC Miler – Mileage Program

Crimson – Custom Clearance

Best Pass – US Tolls

MacPass – Canadian Tolls

Bridgestone – Tires

Goguen – Maintenance and Repair

Marine Atlantic – NFLD Ferry

EXHIBIT 2

Atlantica Diversified Transportation Systems Inc.
Internal Financial Statements Year Ended September 30, 2017
as of December 18, 2017

| | |
|---|--------------------|
| Revenue | 18,107,832 |
| Variable Costs | |
| Fuel | 5,215,418 |
| Wages | 3,941,733 |
| Semi-Variable Costs | |
| Trucking Charges | 2,202,053 |
| Fines | 9,987 |
| Sattelite | 78,930 |
| Tires | 167,245 |
| Tolls | 182,243 |
| Licensing | 365,528 |
| Permits | 7,261 |
| Accident Payable/Insurance Expense | 51,829 |
| Total Variable & Semi-Variable Costs | 12,222,227 |
| Overhead | |
| Advertising | 9,579 |
| Depreciation | 191,668 |
| F/X Conversion | 42,341 |
| Property Tax | 22,365 |
| Insurance | 648,700 |
| Interest Expensse | 564,954 |
| Leasing | 2,330,259 |
| Other Overhead | 598,924 |
| Rent | 216,817 |
| Safety | 24,506 |
| Utilities | 29,599 |
| Repair & Maintenance | 1,613,493 |
| Wages - Overhead | 1,774,419 |
| Workers Compensation | 160,918 |
| Total Overhead | 8,228,543 |
| Net Income | (2,342,938) |

Atlantica Diversified Transportation Systems Inc.
Internal Financial Statements Year Ended September 30, 2017
as of December 18, 2017

| | | | | | |
|---------|---------------------------------------|----------------|-----------------|-----------------|----------------|
| 00-1050 | Cash in Bank -HSBC Current Account | | \$47,557,177.11 | \$47,084,656.26 | (\$317,157.00) |
| 00-1051 | HSBC US Bank | | \$1,785,423.44 | \$1,801,198.01 | (\$13,411.75) |
| 00-1096 | Investment New Term | \$200,000.00 | \$0.00 | \$0.00 | \$200,000.00 |
| 00-1100 | AR - DDT - Customer Accounts | \$3,056,664.90 | \$16,745,560.95 | \$17,857,050.58 | \$1,945,175.27 |
| 00-1102 | AR - WT - Customer Accounts | \$2,281,220.44 | \$6,451,791.30 | \$7,398,916.38 | \$1,334,095.36 |
| 00-1104 | Clearing | \$0.00 | \$1,109,298.72 | \$1,517,819.56 | (\$408,520.84) |
| 00-1109 | Funds received for WTC | \$0.00 | \$34,182.42 | \$58,545.37 | (\$24,362.95) |
| 00-1110 | RECEIVABLES-UNBILLED | \$460,000.00 | \$305,786.21 | \$655,011.31 | \$110,774.90 |
| 00-1111 | Due From O/O | \$0.00 | \$11,515.75 | \$12,434.50 | (\$918.75) |
| 00-1120 | Receivable - HST ITC | (\$2,011.79) | \$1,698,566.54 | \$1,696,318.05 | \$236.70 |
| 00-1133 | Newterm | \$0.00 | \$13,379.48 | \$0.00 | \$13,379.48 |
| 00-1134 | WTC | \$0.00 | \$2,260.64 | \$3,477.56 | (\$1,216.92) |
| 00-1135 | WTC | \$0.00 | \$53,848.88 | \$52,371.57 | \$1,477.31 |
| 00-1136 | ACCRUED VACATION RB | \$0.00 | \$1,745.78 | \$1,745.78 | \$0.00 |
| 00-1137 | CTT FUEL | \$0.00 | \$1,220.31 | \$1,220.31 | \$0.00 |
| 00-1138 | CTT A/P misc | \$0.00 | \$36,960.45 | \$36,490.83 | \$469.62 |
| 00-1139 | O/O Wages | \$0.00 | \$46,950.09 | \$46,950.09 | \$0.00 |
| 00-1140 | Wages/Benefits | (\$7,745.94) | \$498,560.28 | \$490,814.34 | \$0.00 |
| 00-1141 | Fuel | \$0.00 | \$403,141.94 | \$403,036.08 | \$105.86 |
| 00-1143 | Truck lease/rental | \$0.00 | \$216,000.00 | \$216,000.00 | \$0.00 |
| 00-1144 | Trailer Lease/rental | \$0.00 | \$4,686.00 | \$4,486.00 | \$200.00 |
| 00-1145 | Truck Maintenance | \$0.00 | \$29,542.83 | \$14,433.93 | \$15,108.90 |
| 00-1146 | Trailer Maintenance | \$0.00 | \$6,451.63 | \$6,451.63 | \$0.00 |
| 00-1148 | Tolls Ferry & Misc | \$0.00 | \$118,051.45 | \$116,411.64 | \$1,639.81 |
| 00-1150 | Receivable - TVQ/ QST Quebec Sale Tax | \$8,935.04 | \$73,635.05 | \$74,368.07 | \$8,202.02 |
| 00-1152 | Broker Advances | \$0.00 | \$803.71 | \$0.00 | \$803.71 |
| 00-1154 | Due From O/O - Insurance | \$0.00 | \$0.00 | \$5,600.00 | (\$5,600.00) |
| 00-1155 | Due From O/O - Truck Lease | (\$0.00) | \$0.00 | \$30,379.70 | (\$30,379.70) |
| 00-1157 | Due From O/O - Holdback | (\$10,550.00) | \$4,350.00 | \$4,500.00 | (\$10,700.00) |
| 00-1170 | Truckers Fund | \$0.00 | \$550.00 | \$1,521.76 | (\$971.76) |
| 00-1171 | Employee Advances | \$238.75 | \$73,994.62 | \$58,944.50 | \$15,288.87 |
| 00-1200 | Allowance for Doubtful Receivables | (\$43,821.52) | \$17,723.88 | \$25,548.56 | (\$61,646.20) |

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| 00-1201 | Receivable Accounts - DDTL - US Dollars | \$72,104.82 | \$513,603.53 | \$533,124.01 | \$52,584.34 |
| 00-1202 | Receivable - F/E on USD - DDTL | \$22,352.48 | \$150,144.86 | \$159,850.81 | \$12,646.53 |
| 00-1203 | Receivable Account - WTL - US Dollars | \$10,870.34 | \$71,279.38 | \$85,056.78 | (\$2,907.06) |
| 00-1204 | Receivable - F/E on USD - WTL | \$3,369.81 | \$31,617.32 | \$35,686.28 | (\$699.15) |
| 00-1205 | Accutrac Liability cdn | (\$3,492,409.30) | \$19,691,935.26 | \$17,180,172.78 | (\$980,646.82) |
| 00-1206 | Accutrac liability usd | (\$64,506.14) | \$565,370.18 | \$539,186.65 | (\$38,322.61) |
| 00-1207 | Accutrac - Cash Receivable - CAD | \$0.00 | \$528,054.22 | \$528,054.22 | \$0.00 |
| 00-1215 | Affiliated Company- WRM | \$0.00 | \$0.00 | \$18,734.37 | (\$18,734.37) |
| 00-1220 | WIP - Work In Process | \$548,936.52 | \$2,964,985.70 | \$3,513,922.22 | \$0.00 |
| 00-1230 | Loan Receivable Newterm | (\$9,215.78) | \$6,622.60 | \$8.00 | (\$2,601.18) |
| 00-1256 | Mutual Life | \$75,945.50 | \$0.00 | \$0.00 | \$75,945.50 |
| 00-1300 | PPD - Insurance | \$7,333.33 | \$204,110.18 | \$278,364.35 | (\$66,920.84) |
| 00-1311 | PPD - Rent | \$2,333.34 | \$0.00 | \$2,333.34 | \$0.00 |
| 00-1320 | PPD - Professional Fees | \$6,100.00 | \$10,000.00 | \$10,328.00 | \$5,772.00 |
| 00-1325 | PPD - Taxes | \$7,455.24 | \$46,288.23 | \$22,365.00 | \$31,378.47 |
| 00-1326 | PPD - Other | \$3,587.50 | \$9,808.05 | \$5,471.17 | \$7,924.38 |
| 00-1329 | PPD WCB | \$38,390.92 | \$60,809.02 | \$60,379.45 | \$38,820.49 |
| 00-1330 | PPD - Prepaid License Fees | \$356,763.69 | \$372,604.49 | \$568,926.74 | \$160,441.44 |
| 00-1332 | Ppd other | \$0.00 | \$995.50 | \$0.00 | \$995.50 |
| 00-1342 | PPD - Computer Support | \$14,938.50 | \$38,148.02 | \$25,908.20 | \$27,178.32 |
| 00-1343 | PPD- Lease | \$290,983.98 | \$150,000.00 | \$0.00 | \$440,983.98 |
| 00-1354 | INV - Labor (R & M Clearing) | \$0.00 | \$65.00 | \$0.00 | \$65.00 |
| 00-1361 | INV - Parts - Clarenville | (\$0.00) | \$0.00 | \$1,724.73 | (\$1,724.73) |
| 00-1366 | Inventory Other | \$103,989.21 | \$7,000.00 | \$7,000.00 | \$103,969.21 |
| 00-1400 | FA - Vehicles - Pre 30/1/88 | \$539,134.29 | \$0.00 | \$333,814.75 | \$205,319.54 |
| 00-1410 | FA - Tractors - Post 30/1/88 | \$3,118,549.09 | \$32,500.00 | \$0.00 | \$3,151,049.09 |
| 00-1420 | FA - Trailers - Post 30/1/88 | \$2,774,074.59 | \$0.00 | \$113,700.00 | \$2,660,374.59 |
| 00-1430 | FA - Sale Proceeds - Suspense Account | \$3,107,444.60 | \$462,534.35 | \$1,389,686.33 | \$2,180,292.62 |
| 00-1440 | FA - Land | \$136,373.10 | \$0.00 | \$0.00 | \$136,373.10 |
| 00-1450 | FA - Equipment - General | \$342,473.83 | \$0.00 | \$164,022.90 | \$178,450.93 |
| 00-1460 | FA - Equipment - Moveable | \$301,287.61 | \$604,755.00 | \$156,343.44 | \$749,699.17 |
| 00-1461 | FA - Leasehold Dartmouth | \$33,840.23 | \$22,067.92 | \$0.00 | \$55,908.15 |
| 00-1462 | FA - Leasehold- Clarenville | \$12,580.25 | \$0.00 | \$12,580.25 | \$0.00 |
| 00-1463 | FA Leasehold Improvement-Moncton | \$43,643.02 | \$0.00 | \$0.00 | \$43,643.02 |
| 00-1464 | FA Leasehold Improvement-Rexton | \$31,558.28 | \$0.00 | \$31,558.28 | \$0.00 |
| 00-1465 | FA - Property Improvements - Pavement | \$6,420.00 | \$6,420.00 | \$12,840.00 | \$0.00 |
| 00-1466 | FA Leasehold Improvement-MT PEARL Office | \$80,173.54 | \$0.00 | \$80,173.54 | \$0.00 |
| 00-1469 | FA - Computer / Satellite Equipment | \$260,696.34 | \$0.00 | \$0.00 | \$260,696.34 |

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| 00-1470 | FA - Computer Software | \$506,668.09 | \$3,085.00 | \$0.00 | \$0.00 | \$509,753.09 |
| 00-1475 | FA Tractors Equipment RX | \$316,136.81 | \$0.00 | \$0.00 | \$0.00 | \$316,136.81 |
| 00-1476 | FA Trailers Equipment RX | \$1,709,507.55 | \$0.00 | \$299,635.00 | \$1,409,872.55 | |
| 00-1477 | FA Office Equipment | \$59,502.93 | \$0.00 | \$0.00 | \$0.00 | \$59,502.93 |
| 00-1479 | Goodwill | \$37,036.00 | \$0.00 | \$0.00 | \$0.00 | \$37,036.00 |
| 00-1480 | FA Garage Equipment RX | \$39,560.45 | \$0.00 | \$0.00 | \$0.00 | \$39,560.45 |
| 00-1500 | Acc Deprec - Vehicles (1400) | (\$360,807.92) | \$333,814.75 | \$76,148.05 | (\$103,141.22) | |
| 00-1501 | Accum Deprec - Moncton | \$0.00 | \$10,000.00 | \$50,262.00 | (\$40,262.00) | |
| 00-1510 | Acc Deprec - Tractors (1410) | (\$1,645,319.30) | \$0.00 | \$0.00 | \$0.00 | (\$1,645,319.30) |
| 00-1520 | Acc Deprec - Trailers (1420) | (\$1,380,629.38) | \$43,412.00 | \$0.00 | \$0.00 | (\$1,337,217.38) |
| 00-1550 | Acc Deprec - General Equip (1450) | (\$235,832.00) | \$164,022.90 | \$42,224.80 | (\$114,033.90) | |
| 00-1560 | Acc Deprec - Moveable Equip (1460) | (\$281,574.00) | \$156,343.44 | \$617,222.87 | (\$742,453.43) | |
| 00-1565 | Acc Deprec - Pavement (1465) | (\$5,633.62) | \$6,420.00 | \$786.38 | \$0.00 | |
| 00-1566 | Acc Deprec - Leasehold Mount Pearl/Ciar | (\$61,005.00) | \$92,753.79 | \$31,748.79 | \$0.00 | |
| 00-1570 | Acc Deprec - Software (1470) | (\$252,741.00) | \$0.00 | \$0.00 | (\$252,741.00) | |
| 00-1571 | Acc Deprec - Computers | (\$190,738.00) | \$0.00 | \$0.00 | (\$190,738.00) | |
| 00-1572 | Accumulated Depreciation RX | (\$1,282,980.30) | \$218,310.28 | \$46,672.06 | (\$1,111,342.08) | |
| 00-1586 | Leasehold Improvements -Debert (06) | \$56,484.00 | \$0.00 | \$56,484.00 | \$0.00 | |
| 00-1590 | Acc Amortization - Leasehold Dart (1461) | (\$3,384.00) | \$0.00 | \$0.00 | (\$3,384.00) | |
| 00-1595 | Acc Amortization- Leasehold Debert (1586) | (\$44,236.00) | \$56,484.00 | \$12,248.00 | \$0.00 | |
| 00-1598 | Purchase/Sale of Equipment | \$58,000.00 | \$0.00 | \$0.00 | \$58,000.00 | |
| 00-1600 | Capital Lease Assets | \$116,558.04 | \$0.00 | \$0.00 | \$116,558.04 | |
| 00-1610 | Acc Amortization of Cap Lse (1600) | (\$95,103.00) | \$700.00 | \$700.00 | (\$95,103.00) | |
| 00-1660 | Security Deposits | \$6,300.00 | \$430.00 | \$0.00 | \$6,730.00 | |
| 00-1661 | Related Company- New Term | \$0.00 | \$12,782.23 | \$5,547.60 | \$7,234.63 | |
| 00-1662 | Investment- Convoy | \$25,000.00 | \$0.00 | \$0.00 | \$25,000.00 | |
| 00-1663 | Insurance Deposit | \$254,000.00 | \$63,000.00 | \$0.00 | \$317,000.00 | |
| 00-1670 | Cash Injection - Fulcrum-Promissary Note | \$0.00 | \$200,000.00 | \$0.00 | \$200,000.00 | |
| 00-1704 | Clearing Account - Kathy F | (\$33,329.80) | \$65,742.90 | \$65,916.67 | (\$33,503.57) | |
| 00-1750 | CLEARING - Broker Fuel | \$21,891.78 | \$70,606.38 | \$80,887.40 | \$11,610.76 | |
| 00-2020 | Payables - Trade Accounts | (\$3,034,124.99) | \$12,205,889.89 | \$12,307,355.94 | (\$3,135,591.04) | |
| 00-2100 | HST CLEARING & PAYABLE | (\$72,269.30) | \$724,360.31 | \$1,126,974.17 | (\$474,883.16) | |
| 00-2104 | Due to CRA - Payroll Remittance | \$0.00 | \$0.00 | \$1,518,979.35 | (\$1,518,979.35) | |
| 00-2105 | Due to VFS - Back Payments | \$0.00 | \$255,463.52 | \$1,697,744.46 | (\$1,442,280.94) | |
| 00-2110 | Accrued Other Liabilities | (\$90,406.78) | \$354,790.36 | \$282,719.40 | (\$18,335.82) | |
| 00-2111 | Payroll Accrual | (\$39,824.19) | \$120,535.13 | \$80,710.94 | \$0.00 | |
| 00-2113 | Other | (\$935,376.04) | \$1,657,014.57 | \$753,851.98 | (\$32,213.45) | |
| 00-2115 | Accrual - Worker Comp Payable | (\$62,791.40) | \$190,217.66 | \$151,745.70 | (\$24,319.44) | |

EXHIBIT 3

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
ATLANTICA DIVERSIFIED TRANSPORTATION SYSTEMS INC. UNDER THE
COMPANIES' CREDITORS ARRANGEMENT ACT

CREDITOR LIST - DECEMBER 13, 2017

* An amount listed of \$1.00 indicates an unknown balance due.

| No. | Name | Address | Balance Due, CAD\$ |
|-----|--|--|--------------------|
| 1 | 2468202 ONTARIO Inc IVC00000000000195 | 6760 Davand Drive Mississauga ON L5T 2L9 | 4,237.00 |
| 2 | 3237541 Nova Scotia Limited | 146 Lower Truro Road Truro NS B2N 1B1 | 1.00 |
| 3 | 407 ETR Express Toll Route Attn: Marion Richardson/Collections PRA516/TFJ014 | 6300 Steeles Ave W Woodbridge ON L4H 1J1 | 593.00 |
| 4 | 665856 NB Corp. N10991/N11698 | 650 Champlain St, Suite 2020 Dieppe NB E1A 1P5 | 6,848.00 |
| 5 | 67608 Newfoundland & Labrador Ltd. 0027 | PO Box 2218 Port Aux Basques NL A0M 1C0 | 396.00 |
| 6 | 7/24 Express Inc. 8804 | 15 Rue Des Emeraudes Levis QC G6W 6Y7 | 2,100.00 |
| 7 | 7845995 Canada Inc. 000222/000244 | 177 Rue Du Carrefour St-Antonin QC G0L 2J0 | 1,379.00 |
| 8 | Acadia Drywall Supplies Ltd 001 | 221 Henry Paint Street Port Hawkesbury NS B9A 1Y8 | 2,000.00 |
| 9 | Accutrac Capital Solutions Inc. | 74 Mississaga Street East Orillia ON L3V 1V5 | 1,514,708.00 |
| 10 | Action Trailer Sales & Leasing Inc. 127023002 | 2332 Drew Road Mississauga ON L5S 1B8 | 2,500.00 |
| 11 | Advantage Personnel NS10281937/NS10282239/MC10276841 | Unit S, 75 Akerley Blvd Dartmouth NS B3B 1R7 | 6,992.00 |
| 12 | AEL Security Ltd 37747 | PO Box 20033 Halifax NS B3R 2K9 | 909.00 |

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| 13 | Akita Equipment & Auto Transport 11014 | Suite 202 - 96 Clyde Avenue Mount Pearl NL A1N 4S2 | 6,000.00 |
| 14 | Alber Solutions Inc. 1164 | 1681, de l'industrie Beloeil QC J3G 4S5 | 1,700.00 |
| 15 | Alex Martin 506545586 | 27 Glencoe Drive Mount Pearl NL A1N 4S5 | 42.00 |
| 16 | ALK Technologies Inc. IN-142781 | P.O. BOX 204769 Dallas TX 75320-4769 USA | 3,215.00 |
| 17 | All Lift Truck Training 47169 | 58 Anthony's Cove Road Saint John NB E2P 1K9 | 1,446.00 |
| 18 | Alliance Fleet Solutions Inc. 22527 | 1104 Wintergreen Crescent Kingston ON K7P 2G2 | 420.00 |
| 19 | Amera-Canada Specialized Global Freight In. 20160715/8302016 | 126-C Hampton Road, Suite 535 Rothesay NB E2E 2N6 | 3,344.00 |
| 20 | American Express c/o FCT Default Solutions Attn: Insolvency Department 044150978 | PO Box 2514 Stn B London ON N6A 4G9 | 47,552.00 |
| 21 | Andy Transport 96406 | 4225 Boulevard Hébert Salaberry-de-Valleyfield QC J6S 6J2 | 1,100.00 |
| 22 | AOK Trucking Inc. 2836/2866/2874/2911 | 1-106 Richmond St Woodstock NB E7M 3A8 | 15,600.00 |
| 23 | Apex Construction Specialties Inc 201037 | 41 Beclin Road Mount Pearl NL A1N 0A4 | 1,243.00 |
| 24 | Apollo Truck & Trailer Inc. 3801 | 18 Mountain Ridge Road Brampton ON L6Y 0S5 | 275.00 |
| 25 | April Super Flo Inc 139224 | 9 Rue Beland Isle Verte QC G0L 1K0 | 4,693.00 |
| 26 | ARJ Transport | 2584 Rugby Road Mississauga ON L5B 4B4 | 31,900.00 |

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| 27 | Armour Transportation Systems Attn: Wayne Quinn 00410854 | 350 English Drive Moncton NB E1E 3Y9 | 109.00 |
| 28 | Arthur Kettle 216036/216038/216039 | Po Box 951 Port Au Basque NL A0M 1C0 | 19,756.00 |
| 29 | Atlantic Carrier Transcold Inc. 055066127/055066129 | 295 MacNaughton Avenue Moncton NB E1H 2S7 | 7,409.00 |
| 30 | Atlantic Carrier 055064690/055063684 | 295 MacNaughton Avenue Moncton NB E1H 2S7 | 9,062.00 |
| 31 | Atlantic Evershine Ltd. 15147/15147/15160 | PO Box 38017 Dartmouth NS B3B 1X2 | 768.00 |
| 32 | Atlantic Oliver Retread 1004104/1006017 | 659 Babin Street Dieppe NB E1A 5M7 | 4,211.00 |
| 33 | Atlantic Provinces Trucking Association 5630/5800/2016CM-06/6362 | 105 Englehart Street, Suite 800 Dieppe NB E1A 8K2 | 6,163.00 |
| 34 | Atlantic Tractors & Equipment 9011263188/9011266110 | PO Box 953 Dartmouth NS B2Y 3Z6 | 1,686.00 |
| 35 | Atlantic Trailer & Equipment Ltd 38125 | 8 Lintrose Pl. Mount Pearl NL A1N 5K2 | 2,000.00 |
| 36 | Atlantic Truck & Equipment Repair Limited 28366/23908 | 417 Gulf Crescent Edwardsville NS B2A 4T9 | 213.00 |
| 37 | Axsun Group 325148/325183 | 4900 Armand Frappier St. Hubert QC J3Z 1G5 | 3,400.00 |
| 38 | Bank of Montreal | 5750 Explorer Drive - Suite 200 Mississauga ON L4W 5K9 | 1.00 |
| 39 | Bank of Nova Scotia | 5251 Suke Street - Suite 900 Halifax NS B3J 1P3 | 25,354.00 |
| 40 | Bayview Trucks & Equipment Ltd. Attn: Bankruptcy Department 03S13396 | 315 McAllister Drive Saint John NB E2J 2S8 | 9,215.00 |

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| 41 | Beacon Fire and Safety 16745 | 2395 Roosevelt Dr Halifax NS B3L 3H8 | 30.00 |
| 42 | Bell Aliant - Residential - (NB, NS, PE, NL) Attn: Credit Finals INV4259951 | 71 Belvedere Ave Charlottetown PE C1A 9K5 | 73,110.00 |
| 43 | Bell Mobility Attn: Stephanie Deveau 317506 | 200 Bouchard Blvd, 3rd Floor Dorval QC H9S 5X5 | 10,564.00 |
| 44 | Bestway Pro-Can 193233 | P.O. Box 391 Lower Sackville NS B4C 2T2 | 250.00 |
| 45 | Big Diesel 50362760 | 1010 Kewton Road, Box 52 Kinkora PE COB 1N0 | 2,450.00 |
| 46 | Blue Chip Leasing Corporation | 16 - 156 Duncan Mill Road North York ON M3B 3N2 | 8,070.00 |
| 47 | Bodkin Capital Corp. | Unit 304 - 700 Dorval Drive Oakville ON L6K 3V2 | 1.00 |
| 48 | Bridgestone Canada Inc. 6461016991/6461016992 | 5770 Hurontario Street, Suite 400 Mississauga ON L5R 2T6 | 10,268.00 |
| 49 | Brook Enterprises Inc. 1519 | 8 Gullage Avenue Cornerbrook NL A2H 6H6 | 283.00 |
| 50 | Bruce R Smith Transportation 958977A | 9701 Hwy 50 Woodbridge ON L4H 2G4 | 0.00 |
| 51 | Brunswick Crane Rentals 50503 | 665 Malenfant Blvd Dieppe NB E1A 5T8 | 366.00 |
| 52 | Brunswick Fyr & Safety Acc Ltd. 320907/0000333174 | 231 Edinburgh Drive Moncton NB E1E 2K9 | 308.00 |
| 53 | Brunswick Valley Lumber 00575983 | 1-367 Main St Fredericton NB E3A 1E6 | 6,953.00 |
| 54 | Bulk Carriers (PEI) Ltd 1315512 | 779 Bannockburn Road Cornwall PE COA 1H0 | 8,500.00 |

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| 55 | Burke's Towing 13001/16819/20646 | 128 Pollard Blvd Miramichi NB E1N 6K4 | 4,363.00 |
| 56 | Byron's Shoe and Tarp Repair Ltd. 20004556/20005071/20005113 | 60 Old Bonne Bay Road Deer Lake NL A8A 1R6 | 282.00 |
| 57 | C&C Enterprises Ltd 10089196 | 1106 N. Packard Mount Pleasant Mi 48858 USA | 553.00 |
| 58 | C&C Propane/Cabot Electronics 336333 | 20 Marine Drive Clarenceville NL A5A 1L2 | 47.00 |
| 59 | Cabot Auto Glass & Upholstery 63189-0/62955-0 | 36 Pippy Place St. John's NL A1B 3N4 | 1,220.00 |
| 60 | Caldwell Transport Ltd. 184792 | 54C Marr Road Rothesay NB E2E 3K7 | 950.00 |
| 61 | Camric Inc. 2955 | 175 Louis Phillippe Leburn Riviere-du-Loup QC G5R 5W5 | 787.00 |
| 62 | Canada Post Attn: Collection Department 90775217/90775268 | C0155 - 2701 Riverside Drive Ottawa ON K1A 0B1 | 417.00 |
| 63 | Canadian Springs Water Company 9920203764 | 6560 Mcmillan Way Richmond BC V6W 1L2 | 951.00 |
| 64 | Canadian Linen & Uniform Service - London, ON 5800975938 | 155 Adelaide Street South London ON N5Z 3K8 | 3,254.00 |
| 65 | Canadian Road Express 327487 | 105-1400 Rue Marie-Victorin Saint-Bruno-de-Montarville QC J3V 6B9 | 1,600.00 |
| 66 | Canadian Transit Company 171072062/171076164 | PO Box 1480, Station A Windsor ON N9A 6R6 | 1,064.00 |
| 67 | Canadian Western Bank and Canadian Western Leasing Inc. | c/o Gavin MacDonald - Cox & Palmer 1100 - 1959 Upper Water Street Halifax NS B3J 3N2 | 7,357,700.00 |
| 68 | Canamex-Carbra Transportation I039698 | 7415 Torbram Road Mississauga ON L4T 1G8 | 1,100.00 |

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| 69 | Caneda Transport C139487 | 4330 46 Ave SE Calgary AB T2B 3N7 | 1,525.00 |
| 70 | Carry Rite Haulers Inc. M1319/M13218 | 175 Palmer Brook Rd, Quispamsis NB E2G 2A9 | 3,400.00 |
| 71 | Central Cashier's Office 558132 | 9500 Gilman Drive #0009 La Jolla CA 920 93-0009 USA | 8,489.00 |
| 72 | Centre Du Camion Ste-Marie WA00629/WG06319 | 5400 rue Martineau Saint-Hyacinthe QC J2R 1T8 | 1,617.00 |
| 73 | Certified Labratories 4388892/447401 | PO Box 2413T, Station A Toronto ON M5W 2K6 | 500.00 |
| 74 | Chartered Professional Accountants 62 | 1871 Hollis Street, Suite 300 Halifax NS B3J 0C4 | 115.00 |
| 75 | Chisholm's Mechanical & Welding A2949 | Po Box 9651 Port Hastings NS B9A 3R7 | 92.00 |
| 76 | Christopher's Trucking 19936/2441 | RR#1 Forteau NL A0K 2P0 | 4,232.00 |
| 77 | City of Miramichi - City Hall Attn: Beverly Jones 6670/6671 | 141 Henry Street Miramichi NB E1V 2N5 | 283.00 |
| 78 | City of Mount Pearl Attn: Allison Pearcey 070116-123116 | 3 Centennial Street Mount Pearl NL A1N 1G4 | 4,210.00 |
| 79 | City Sand & Gravel Ltd 69763/70366/70147 | 1352 Topsail Rd Paradise NL A1L 1H7 | 65.00 |
| 80 | Clarenville Ford Sales Ltd. 45477FCR | 12 Shoal Harbour Drive Clarenville NL A5A 2C4 | 728.00 |
| 81 | Clarenville Home Hardware 155 | 214 Memorial Dr Clarenville NL A5A 1N9 | 5.00 |
| 82 | Clarke Road Transport Inc. SCCH 455981 | Attn: Jeffrey O'Toole 140 Horseshoe Lake Drive Halifax NS B3S 0B7 | 15,035.00 |

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| 83 | Clarke's Towing Ltd 10343 | PO Box 25133 Moncton NB E1C 9M9 | 1,526.00 |
| 84 | Classic Truck and Trailer Ltd 05697NS/05702NS/03781NS | 31 John Snook Blvd Debert Bs B0M 1G0 | 11,615.00 |
| 85 | Clement Cartage 34320/34367/34368 | 2501 Stanfield Road Mississauga ON L4Y 1R6 | 8,468.00 |
| 86 | Clowe's Construction 060244 | PO Box 44 Ferryland NL A0A 2H0 | 345.00 |
| 87 | Clyde Way Trucking Limited 2010076/2010204 | PO Box 1035 Corner Brook NL A2H 6J3 | 8,766.00 |
| 88 | Coastal Mechanical Limited 0105P7549/0105P7577 | 19 Myers Avenue Clarenville NL A5A 1T5 | 2,721.00 |
| 89 | Colonial Auto Parts Garage Attn: Amanda 01AW5926 | 59 Majors Path St. John's NL A1A 4Z9 | 249.00 |
| 90 | Commercial Truck Repair Inc. 10499 | 7A Wight's Lane Deer Lake NL A8A 2H2 | 203.00 |
| 91 | Comztar Inc. W&S July 2017 | 142 Royal Oaks Blvd Moncton NB E1H 3S4 | 190.00 |
| 92 | Contrafond Inc. I008411 | 9 Boulevard Montcalm N Candiac QC J5R 3L5 | 800.00 |
| 93 | Cormier Auto Glass & Detailing Inc. 23868/25888/25909 | 216 Main Street Shediac NB E4P 2E1 | 1,559.00 |
| 94 | Cornwall Truck Maintenance Inc. RT07481 | 1930 McConnell Avenue Cornwall ON K6H 5R6 | 56.00 |
| 95 | Cottle's Island Lumber Co. Ltd. 11646 | 340 RR North Road to the Isles Summerford NL A0G 4E0 | 218.00 |
| 96 | County Line CL13 113087/113353 | 75 Wilmont Road Wilmot NB E7P 2V4 | 5,245.00 |

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| 97 | CRA - Tax - Atlantic Attn: Pacific Insolvency Intake Centre 101307494 RP0001 | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 | 340,000.00 |
| 98 | CRA - Tax - Atlantic Attn: Pacific Insolvency Intake Centre 101307494 RT0001 | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 | 460,000.00 |
| 99 | Craig's Locksmithing 56608 | 6 Blackmore Avenue Clarenceville NL A5A 1B8 | 2,617.00 |
| 100 | Crystal Clear Water 250577/244246/253708 | 6227 Route 880 Lewis mountain NB E4J 3G3 | 210.00 |
| 101 | Culberson Trucking 43647/43948/44070 | 700 Route 560 Jacksonville NB E7M 3H1 | 16,150.00 |
| 102 | D. Forsyth Ltd. 11786/11796 | PO Box 609 Centre-Ville NB E7K 3H5 | 3,200.00 |
| 103 | D.D. Transport Ltd. 29818 | 20 Glencoe Avenue Mount Pearl NL A1N 4S8 | 441.00 |
| 104 | D.R. Recycling Ltd 684076/684384 | 212 Edinburgh Drive Moncton NB E1E 2K7 | 40.00 |
| 105 | Daytona Freight Systems I012823/I013121 | 590 Ray Lawson Blvd Brampton ON L6Y 5J7 | 2,900.00 |
| 106 | Deer Lake Motel Ltd. 1610150002/1610280009 | 6-8 Church Street Deer Lake NL A8A 2E5 | 1,516.00 |
| 107 | Deer Lake Truck & Tire 18714/19800/20928/22372 | 29 Wellon Drive Deer Lake NL A8A 2G6 | 16,970.00 |
| 108 | Delta Beasjour 12422/12423/12585 | 750 Main Street Moncton NB E1C 1E6 | 1,042.00 |
| 109 | Demont's Trucking 324977/324978 | PO B0x 1800 Stellarton NS B0K 1S0 | 6,843.00 |
| 110 | Denis Office Supplies & Furnituer Inc. 582295/632691/64777 | 123 Lutz Street Moncton NB E1C 8P6 | 3,356.00 |

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| 111 | Design Group Staffing Inc. SCCH 465800 | Attn: Gillian Osborne 3 - 26 Bancroft Lane Dartmouth NS B3B 1G3 | 11,735.00 |
| 112 | Desrosiers Transport 325081/325082/325083 | 1976 Route 600 St. Albert ON K0A 3C0 | 4,400.00 |
| 113 | Detroit International Bridge Company 175079513-175084016 | PO Box 32666 Detroit MI 48232 USA | 2,032.00 |
| 114 | DGSI P39610068/P39610069 | 2001 Robert-Bourassa Blvd., Suite 500 Montreal QC H3A 2A6 | 11,500.00 |
| 115 | DHESI ENTERPRISES 21695 | 13615 60 A AVE Surrey BC V3X 3L1 | 3,300.00 |
| 116 | Diesel Group Systems 3780 | 78 Summer Valley Drive Brampton ON L6Z 4V1 | 1,100.00 |
| 117 | Dil Transport Ltd 10344/10358 | 3736 13th Street NW Edmonton AB T6T 0G3 | 3,700.00 |
| 118 | DISA Global Solutions 1146773/1183943 | DEPT. 890314 PO BOX 120314 Dallas TX 75312-0314 USA | 438.00 |
| 119 | DM Transport 2295 | 3 Dopp Cres Brampton ON L6P 4C8 | 4,600.00 |
| 120 | Dodd's Diesel Repair Ltd 6612 | Box 32 Old Shop T. Bay NL A0B 2W0 | 25.00 |
| 121 | Domi Express 8340/8435 | 2505 46E Rue Nord St. George's QC G5Z 1K5 | 1,350.00 |
| 122 | Don Hatcher Repair Ltd 1482/1702/2079/3328 | 479 Villa Drive Little Bras D'Or NS B1Y 2Z2 | 7,644.00 |
| 123 | Don Tech Industries 881122/881132/881133/881143 | 2613 Rough Waters Road Rough Waters NB E2A 6E3 | 10,740.00 |
| 124 | Down-East Transport Ltd. 69408/29409 | 687 Malenfant Blvd, Suite 1 Dieppe NB E1A 5T8 | 1,041.00 |
| 125 | Doyle's Transport Ltd. 00030593 | PO Box 572 Port Au Basque NL A0M 1C0 | 30.00 |

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| 126 | Dreamcatcher Lodge 002162/002219/002330 | 14 Main Street Stephenville NL A2N 1H2 | 3,288.00 |
| 127 | Durham Truck & Equipment Sales 01S99056 | 940 Finley Avenue Ajax ON L1S 2E3 | 1,611.00 |
| 128 | Dynamex 1235170/1261856 | 6600 Chemin St-François Saint-laurent QC H4S 1B7 | 111.00 |
| 129 | Dynamic Transport Inc. F0111159/F0111586 | 197 Rue l'Anse Eel River Crossing NB E8E 1R2 | 13,670.00 |
| 130 | Dysart Service 473707/473999 | PO Box 1689 Bangor ME 044 02-1689 USA | 75.00 |
| 131 | E. Lynds Enterprises Limited 409939/403990 | 91 Polymer Road Truro NS B2N 6T8 | 166.00 |
| 132 | Eagle Freight Systems 15856/16093/16132 | 31 Selby Road Brampton ON L6W 1K5 | 9,445.00 |
| 133 | Eagle Transportation Systems T102514/T102529 | PO Box 5122, 49 Milkboard Road Sussex NB E4E 5L2 | 3,400.00 |
| 134 | East Chem (NL) Inc. 014435001 | 1288 Kenmount Road Paradise NL A1L 1N3 | 2,817.00 |
| 135 | East Coast Mobile Medical 47436/47800 | Suite 5A, 101 Ilsley Avenue Dartmouth NS B3B 1S8 | 310.00 |
| 136 | Eastlink Attn: Accounts Receivable Department | P.O. Box 8660, Station "A" Halifax NS B3K 5M3 | 4,160.00 |
| 137 | Easy Trucking 700540 | 1526 Hwy 236 beaver brook NS B6L 1G9 | 2,000.00 |
| 138 | ECN Financial Inc. | 900 - 4 Robert Speck Pky Mississauga ON L4Z 1S1 | 170,424.00 |
| 139 | Ed McLellan Mobile Tool Sales 04041617758/04181618217 | 1626 Truro Road Brookfield NS B0N 1C0 | 328.00 |
| 140 | Eddy Services 51962 | 16-26 Prince Rupert Stephenville NL A2N 3W9 | 230.00 |

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| 141 | Elite Freight Lines 10408 | 4843 Columbus Drive Burlington ON L7M 0H3 | 3,000.00 |
| 142 | Elmwood Car & Truck Wash 923315/64 | 12 Donald Avenue Moncton NB E1A 3A8 | 142.00 |
| 143 | Emberley's Transport Ltd. 33152/33502/33753 | PO Box 200 Marystown NL A0E 2M0 | 7,590.00 |
| 144 | Enbridge Gas New Brunswick Attn: Darlene Moore 2017062901002 | 101 - 440 Wilsey Road Fredericton NB E3B 7G5 | 510.00 |
| 145 | Enterprise G Lajoie Inc. 95973 | 664 Montee Douglas Napierville QC J0J 1L0 | 5,700.00 |
| 146 | Equipment Express M1085647 | 60 Wanless Court Ayr ON N0B 1E0 | 30.00 |
| 147 | Eskimo Express M0822041 | 40 Rue Principale Saint-arsene QC G0L 2K0 | 92.00 |
| 148 | Fastenal Canada - Kitchener NBMON109525 | 117 - 860 Trillium Drive Kitchener ON N2R 1K4 | 1,117.00 |
| 149 | FastFrate Inc. ML10235982061 | 9701 Hwy 50 Woodbridge ON L4H 2G4 | 9,849.00 |
| 150 | Fero Waste and Recycling Inc. 0001363004 | 1300 Berry Mills Road Moncton NB E1E 4R8 | 441.00 |
| 151 | First Choice Mobile Wash Ltd. I160824521 | PO Box 1192 Goulds NL A1S 1H3 | 3,500.00 |
| 152 | Ford Credit Canada Limited Attn: Bankruptcy Department | PO Box 2400 Edmonton AB T5J 5C7 | 8,231.00 |
| 153 | Forteau Saltes & Services Ltd. 16076/16376/16726 | 39 Main Street Forteau NL A0K 2P0 | 2,315.00 |
| 154 | Friction Plus Inc. 015814 | 693 Babin Street Dieppe NB E1A 5M7 | 2,724.00 |
| 155 | Fundy Appliance Service 60981 | 178 Pictou Road Truro NS B2N 2S9 | 69.00 |

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| 156 | Fundy Textile & Design Ltd. 127905 | PO Box 1160, 189 Industrial Avenue Truro NS B2N 5H1 | 870.00 |
| 157 | G & F Transport 001/014/015/031 | 605-105 La Rose Avenue Toronto ON M9P 1A9 | 5,925.00 |
| 158 | G&D Indoor Vehicle Wash 10616/10716/11016 | PO Box 25011 Truro NS B2N 7B8 | 800.00 |
| 159 | G.B. Sign Services 451133/451416 | 382H Memorial Drive Clarenville NL A5A 1P4 | 304.00 |
| 160 | G.L.Caissie Ltee. 157501/162696 | 9415 Main Street Richibucto NB E4W 4B7 | 28.00 |
| 161 | GBS communications 101991/109485 | 3480 Joseph Howe Drive Halifax NS B3L 4H7 | 2,215.00 |
| 162 | GCR 915-18663/915-17907 | 1 Myers Avenue Clarenville NL A5A 1T5 | 3,080.00 |
| 163 | Globalstar Attn: Stephanie Guy 88096241/8180936 | PO Box 8013 Station A Toronto ON M5W 3W5 | 989.00 |
| 164 | Goguen Mag Wheels & Tires Inc. IN030463/IN30632 | 4636 Rue Principale St-Antoine NB E1H 3C6 | 4,283.00 |
| 165 | Goguen Truck & Trailer Repair Ltd. 053670/053671/053672 | 100 Caledonia Road Moncton NB E1H 3M2 | 20,761.00 |
| 166 | Gold Line Transport Ltd 27287/28195/28246 | PO Box 91 Miramichi NB E1V 3M2 | 8,350.00 |
| 167 | Goodyear Canada Inc. 4031062606 | P.O. BOX 1981 POSTAL STATION A Toronto ON M5W 1W9 | 1,051.00 |
| 168 | Grant Thornton LLP Attn: James Young NBR-2718325/NBR-20994 | 5108 51st Avenue Wetaskiwin AB T9A 0V2 | 26,354.00 |
| 169 | Grant Transport 498676A | 212 Bergey Court New Hamburg ON N3A 2J5 | 1,100.00 |

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| 170 | Great Lakes Leasing | 1401 - 50 Prince Arthur Ave Toronto ON M5R 1B5 | 4,769.00 |
| 171 | Green Line Transportation Inc. I005065 | 1310 Steeles Avenue East Brampton ON L6T 1A2 | 1,550.00 |
| 172 | Greentree Transportation G2345240A | 100 Industry Drive Pittsburgh PA 15202 USA | 5,250.00 |
| 173 | Groupe Robert Inc. 17482970900 | 500 Route 112 Rougemont QC J0L 1M0 | 1,550.00 |
| 174 | Groupe TYT 387162/387892 | 675 Boule Lemire Ouest Drummondville QC J2B 8A9 | 6,300.00 |
| 175 | GSC Crane Operations 489000/479000 | PO Box 185 Labrador City NL A2V 2K5 | 713.00 |
| 176 | Halifax Regional Municipality - Property Taxes 4258620/4418559 | PO Box 1749 Halifax NS B3J 3A5 | 1,032.00 |
| 177 | Hammond Lumber 340 | 34 Pennell St Skowhegan ME 04976 USA | 2,170.00 |
| 178 | Hampton Inn and Suites 39814 | 65 Cromarty Drive Dartmouth NS B3B 0G2 | 280.00 |
| 179 | Hannay's Ltd 52712/53226/58210 | 133 Main Street Rexton NB E4W 2A2 | 1,756.00 |
| 180 | Harold Strong | PO Box 5818 Clareville NL A0E 1J0 | 79.00 |
| 181 | Harvey's Home Heating 331532 | PO Box 5787 St John's NL A1C 5X3 | 593.00 |
| 182 | Haylock Contract and Repair Services Ltd 50726/50776/51037 | PO Box 822 Amherst NS B4H 4B9 | 1,285.00 |
| 183 | Heavyquip Parts 103954 | 1050 Lorraine Avenue Labrador City NL A2V 2K5 | 1,375.00 |
| 184 | Hebert Water Cooler Sanitation 556082 | 7868 Rte 134 Sainte-Anne-De-Kent NB E4S 1H7 | 30.00 |

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| 185 | Hickman Motors Ltd 286711T/287692T | PO Box 8340 St. John's NL A1B 3N7 | 24,291.00 |
| 186 | Hiscock's Spring Service 119205/119686/120889 | 1201 Kenmount Road Paradise NL A1L 0V8 ` | 672.00 |
| 187 | Hitech Communications Ltd. S66391/C66576 | 15 Glencoe Drive Mount Pearl NL | 4,237.00 |
| 188 | Holiday Inn Conference Centre Truro 9498/11089 | 437 Prince Street Truro NS B2N 1E6 | 270.00 |
| 189 | Holiday Inn Express Halifax Airport 35638/35645/35724 | 180 Pratt & Whitney Drive Enfield NS B3T 0C8 | 481.00 |
| 190 | Holiday Inn 11394/11397/11402/11480 | 425 Boul. Adelard Savoie Dieppe NB E1A 7E6 | 2,787.00 |
| 191 | Hotel North 1706200001 | 39 Forrest Street North Sydney NS B2A 3B1 | 2,033.00 |
| 192 | House's Service Ltd 00000231 | PO Box 15 Port Saunders NL A0K 4H0 | 226.00 |
| 193 | HSBC Finance Corporation Canada c/o BankruptcyHighway.com 344927/5586 RE: Lesley Peddle | PO Box 57100 Etobicoke ON M8Y 3Y2 | 181.00 |
| 194 | Hunter Express I074238 | 1940 Steeles Ave East Brampton ON L6T 1A7 | 1,000.00 |
| 195 | Imperial Oil 60054171/60055971 | PO Box 126 North York ON M3C 2R6 | 59,000.00 |
| 196 | Imprimerie Polycor Ltee 19846 | 9418C Rue Main Richibucto NB E4W 4E2 | 316.00 |
| 197 | International Freight Systems Inc. W283552/W283707/W283734 | 18900 Country Road 42, PO Box 1148 Tilbury ON N0P 2L0 | 6,000.00 |
| 198 | Irving Oil 31913924/31920310/32045403 | PO Box 1421 Saint John NB E2L 4K1 | 254,620.00 |
| 199 | Island Tire Limited R126262963 | 55 Victoria Road Sydney NS B1P 2V4 | 5,821.00 |

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| 200 | Ivan King 03/09/2011 Part Pur. | PO Box 101 Cannings Cove NL A0C 1H0 | 14.00 |
| 201 | Jano Distribution 83 Inc. LIV4538666 | 12271 NB-11 Village-blanchard NB E8P 1R4 | 52.00 |
| 202 | Jessen Transport 2017078 | 3573 Rue Ashby Montreal QC H4R 2H3 | 1,000.00 |
| 203 | Johnson Specialized Transportation Inc. 8109 | 302 ELBOW LANE Burlington NJ 08016 USA | 55.00 |
| 204 | Jolly Farmer Transport Inc. JR0712-02 | 56 Crabble Road Summerside PE C1N 3Y1 | 2,750.00 |
| 205 | JPS Transport Ltd. 12725 | PO Box 1450 Grande Prairie AB T8V 4A2 | 1,650.00 |
| 206 | JVP Transport 209 | 2801 Pacific Place Abbotsford BC V2T 4X8 | 1,200.00 |
| 207 | K Rad Ventures Inc. 071216 | 3737 Perth Road, 112 RR#2 Lethbridge NL A0C 1V0 | 325.00 |
| 208 | K&J Truck Center Ltd 29206/29386/29440 | 143 Marshall Street, PO Box 220 Middleton NS B0S 1P0 | 2,107.00 |
| 209 | Kahunaverse Sports Group 87758/91860/95700 | 19036 22 Ave. Surrey BC V3Z 3S6 | 4,501.00 |
| 210 | Kayjo Holdings 8167 | True North Springs 382G Memorial Drive Clareville NL A5A 4M3 | 30.00 |
| 211 | Kee Human Resources IVC00000297 | 602-73 Tacoma Drive Dartmouth NS B2W 3Y6 | 3,814.00 |
| 212 | Keith Hall & Sons R28809 | 287 Bishops Gate Road Burford ON N0E 1A0 | 1,500.00 |
| 213 | Kent Auto Parts Ltd. 796-403924 | 10 Cunard Street Richibucto NB E4W 3Z1 | 8,166.00 |

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| 214 | Kenworth Maska Inc. Attn: Anita Rouleau 0001 | 2890, boulevard Laurier Est Saint-Hyacinthe QC J2R 1P8 | 173.00 |
| 215 | Kevin's Towing 42451/42452/42037 | 64 Industrial Drive Sydney NS B1P 6Z3 | 506.00 |
| 216 | Killam Drive Car & Truck Wash Attn: Kyle Norris 44218 | 222 Killam Drive Moncton NB E1C 3S4 | 30.00 |
| 217 | King Sons Transport Ltd. 20001192/20001193 | PO Box 2218 Port Aux Basques NL A0M 1C0 | 2,955.00 |
| 218 | Kleen-All Mobile Wash 87697/87247 | PO Box 23049 Moncton NB E1A 6S8 | 648.00 |
| 219 | Kooner Transport 325204/325203 | 2931 Cedar Creek Road Ayr ON K0C 1M0 | 3,000.00 |
| 220 | L&C Trucking Ltd 1973 | 1612 Route 118 White Rapids NB E9B 1A3 | 700.00 |
| 221 | L&C 20161694 | PO Box 28, 11 Stentafor Ave Pasadena NL A0L 1K0 | 345.00 |
| 222 | L.C.D. Enterprise Ltd 12537 | 460 Chemin Mont Farlagne St. Jacques NB E7B 2X1 | 30.00 |
| 223 | Lake's Brook Garage 7810/7874/8193 | PO Box 452 Port Au Basque NL A0M 1C0 | 22,670.00 |
| 224 | Landstar Ranger 8526994/0209684 | PO Box 784293 Philadelphia PA 19178-4293 USA | 11,130.00 |
| 225 | Langelaar Transport Ltd 0073568 | 339 Park Street Regina SK S4N 5B2 | 2,750.00 |
| 226 | Lawson Products Inc. 9304161192/9304176124 | 7315 Rapistan Court Mississauga ON L5N 5Z4 | 1,269.00 |
| 227 | Lemko Trans Ltd 79187 | 2430 Royal Windsor Drive Oakville ON L6J 7Y2 | 1,000.00 |

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| 228 | Les Elevages Francis Morin Inc. 11596 | 6381 Rang Due Portage Saint-felix-de-valois QC J0K 2M0 | 1,650.00 |
| 229 | Les Industries T.A.G. (1983) Ltee 096385/097311 | 2840 Boul. Le Corbusier Laval QC H7L 3S1 | 761.00 |
| 230 | Les Pneus Goguen Tires IN068250/IN072793 | 1140 Rue Champlain Dieppe NB E1A 8L8 | 137.00 |
| 231 | Les Services Jag Inc. 226629 | 425 Laurier Blvd Sainte-Croix QC G0S 2H0 | 3,000.00 |
| 232 | Lesley Peddle 2028265100 | 7 Myers Avenue Clarenville NL A5A 1T5 | 137.00 |
| 233 | Levern Peddle 8827 0060 0550 0120 | 6 Prince Street Clarenville NL A5A 1W3 | 13.00 |
| 234 | Light Speed Logistics Inc. 128112A/128113A128111A | PO Box 89036 RPO Mackenzie Towne Calgary AB T2Z 3W3 | 54,350.00 |
| 235 | Linde Canada Ltee 54691899/55014619 | PO Box 15687, Station A Toronto ON M5W 1C1 | 1,200.00 |
| 236 | Load King Transport 469475 | 71 Innovation Drive, Unit 3 Vaughan ON L4H 0S3 | 1,400.00 |
| 237 | Lounsbury Automotive Ltd. X1CS347513/X1CA358411 | 2155 Main Street Moncton NB E1C 9P2 | 2,922.00 |
| 238 | Lounsbury Heavy Duty Truck Ltd 80602PM/81001PM/81002PM | 725 St. George Boulevard, PO Box 6010 Moncton NB E1C 9P2 | 18,388.00 |
| 239 | Lutes Mountain Tire Ltd 12 | PO Box 23095, 150 Caledonia Road Moncton NB E1A 6S8 | 12.00 |
| 240 | M&K Truck Centers 56212 | 2593 AZO CT. Kalamazoo MI 49048 USA | 260.00 |
| 241 | M&R Fire Protection Ltd. 10517/10576 | 524 Truro Road North River NS B6L 6V9 | 416.00 |
| 242 | M.V. Osprey Ltd. 551/599 | PO Box 188 North Sydney NS B2A 3M3 | 6,210.00 |

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| 243 | MAC Motors Ltd 86397/86439/18827 | 10 Paint Street Port Hawkesbury NS B9A 3J6 | 450.00 |
| 244 | MacArthur's Paving & Construction 19210 | 25 Raymond Street Moncton NB E1H 2K2 | 1,797.00 |
| 245 | MacCulloch's Truck Services Ltd 171424/171425/171848 | PO Box 1020 New Glasgow NS B2H 5N8 | 1,992.00 |
| 246 | MacKay's Trucking and Trailer 245432T/245520T | PO Box 723 Truro NS B2N 5E8 | 649.00 |
| 247 | Madsen Diesel & Turbine 5005662/5005734 | 141 Glencoe Drive Mount Pearl NL A1N 4S7 | 1,551.00 |
| 248 | Maine Motor Transport Association Inc. 00183646/000191511 | P.O. BOX 857, 142 WHITTEN ROAD Augusta ME 04332-0857 USA | 480.00 |
| 249 | Marine Atlantic Ltd 170906/170912/171011 | 10 Marine Drive Port Au Basque NL A1L 2H9 | 35,423.00 |
| 250 | Maritime Fastning Systems Ltd 1000042943 | 245 Collishaw Street Moncton NB E1C 9P9 | 1,077.00 |
| 251 | Maritime Ontario A191074/F556849 | 21 St. Annes Crescent Paradise NL A1L 3W1 | 580.00 |
| 252 | Maritime Trucker's Purchasing Corp. 2016-2017 | PO Box 880 Pictou NS B0K 1H0 | 2,300.00 |
| 253 | Mark's Work Wearhouse 7781402/7808065 | PO Box 6000, Station Main Welland ON L3B 6A2 | 1,810.00 |
| 254 | Mascot Truck Parts Inc. IPF335172 | PO Box 8098, Station A Toronto ON M5W 3W5 | 285.00 |
| 255 | Mazerolle Auto Parts 2-2475492/2-2476035 | 9514 Main Street Richibucto NB E4W 4E4 | 162.00 |
| 256 | MBW Courier Inc. 6093402/5508462 | PO Box 102 Truro NS B2N 5B6 | 105.00 |
| 257 | McArthur Express 19210 | 170 Werlich Drive Cambridge ON N1T 1N6 | 1,797.00 |

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| 258 | McConchie Trucking Ltd. 12090 | 2109 Route 121 Norton NB E5T 1E8 | 5,000.00 |
| 259 | McInnes Cooper Attn: John McCoombs 2016031374/2016031393 | PO Box 730 Halifax NS B3J 2V1 | 1,208.00 |
| 260 | MCS Sanitation 237513/23770/239164 | 691 Malenfant Blvd, Suite 3 Dieppe NB E1A 5T8 | 404.00 |
| 261 | McWinn NL Inc. 11655/11686/11678 | Po Box 39, Doyle's Road Burnt Cove NL A0A 4A0 | 1,202.00 |
| 262 | Mecanitek Centre Du Camion 9375698 | 574 Boulevard Acadie Edmundston NB E3V 4H7 | 1,202.00 |
| 263 | Messenger Freight Systems I025031/I025223/I024655 | 150 Denis Road St. Thomas ON N5P 0B6 | 40,130.00 |
| 264 | Michelin North America DA0003357697/DA0005717347 | PO Box 11291, Station Centre Ville Montreal QC H3C 5G9 | 109,520.00 |
| 265 | Mid-Ontario Truck Centre 002371850 | 400 Dunlop St. W Barrie ON L4N 1C2 | 365.00 |
| 266 | Milltown Trucking Co. Ltd. PB93460 | 520 Route 1 Oak Bay NB E3L 3Y6 | 2,050.00 |
| 267 | MLM Truck & Trailer Repair Ltd. 18066 | 197 Trans Canada Hwy Clareville NL A5A 1Y4 | 367.00 |
| 268 | Modern Printing Services Ltd 30943 | 1266 Kenmount Road Paradise NL A1L 1N3 | 937.00 |
| 269 | Mount Peyton Hotel 286546/289549/299255 | 214 Lincoln Road Grand Falls NL A2A 1P8 | 1,258.00 |
| 270 | Multi-Freight Express CDN-279863/CDN-280567 | 3-296 Collier Road S Thorold ON L2V 5B6 | 20,980.00 |
| 271 | Municipality of the County of Colchester Attn: Heather Maddigan | 1 Church Street, PO Box 697 Truro NS B2N 5E7 | 14,915.00 |
| 272 | Murray's Truck Stop 20541777/20541897 | Exit 191, 198 Beardsley Road Beardsley NB E7M 3Z7 | 674.00 |

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| 273 | Musket Transport Ltd. 179700/180013/180262 | 2215 Royal Windsor Drive Mississauga ON L5J 1K5 | 24,800.00 |
| 274 | Nagle Leasing & Rentals Inc. LA011644 | 315 McAllister Drive Saint John NB E2J 2S8 | 2,646.00 |
| 275 | Nara Enterprises Reg'd 4941/4942/4943/4944 | 3064 Rte 510 Brown's Yard NB E4T 1W6 | 2,990.00 |
| 276 | National Leasing Group Inc. Attn: Bankruptcy Designate | 1525 Buffalo Pl Winnipeg MB R3T 1L9 | 125.00 |
| 277 | NATT Transportation 12445 | 9486-124th St Surrey BC V3V 4S4 | 1,100.00 |
| 278 | NB Power Attn: Marguerite Armstrong 6706836787/90025552 | 515 King St, PO Box 2000 Fredericton NB E3B 4X1 | 8,267.00 |
| 279 | Nedtek Computer Solutions Inc. 37166 | 479 Sackville Drive Lower Sackville NS B4C 2S1 | 4,502.00 |
| 280 | Newalta Corp - Western Canada 92574569/92636993 | 211 - 11 Avenue SW Calgary AB T2R 0C6 | 823.00 |
| 281 | Newfound Disposal Systems Ltd 501771/503264 | 19 Harding Road St. John's NL A1A 5T8 | 605.00 |
| 282 | Newfoundland Exchequer Attn: Keith Rees 559913/560220 | 3d floor East Block Confederation Complex. P.O. Box 8720 St. John'S NL A1B 4J6 | 345.00 |
| 283 | Newfoundland Power Attn: Customer Service 001303911/0012161261/0012166468 | PO Box 8910 St. John's NL A1B 3P6 | 5,245.00 |
| 284 | Newlife Environmental Filters Inc. 22976/23167/23262 | 385 Industrial Avenue Truro NS B2N 6V8 | 711.00 |
| 285 | Newterm Logisitics 15442 | 35 Glencoe Drive Mount Pearl NL A1N 4S5 | 2,350.00 |

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| 286 | Next Generation Express 15442 | 57 Seachart Place Suite 2 Brampton ON L6P 3E1 | 2,350.00 |
| 287 | Nissan Canada Financial Services Inc. | 5290 Orbiter Drive Mississauga ON L4W 4Z5 | 26,325.00 |
| 288 | Noel Godbout Transport Ltee. 327786 | 6540 A Route 17 C.P. 1206 St-quentin NB E8A 1A1 | 68.00 |
| 289 | North American Transaction Services 7283367 | Po Box 4228, Station A Toronto ON M5W 5N9 | 5,542.00 |
| 290 | North Atlantic Petroleum Attn: Mary Tibbo 64102/28584/28810 | 29 Pippy Place St. John's NL A1B 3X2 | 697.00 |
| 291 | North East Truck and Trailer Sales IN10875/IN08235/IN10969 | 146 Lower Truro Road Truro NS B2N 1B1 | 6,816.00 |
| 292 | Northern Gulf Transport 9773 | PO Box 165 Labrador City NL A2V 2K5 | 140.00 |
| 293 | Nova Enterprises Ltd 778511 | PO Box 1229 Truro NS B2N 5N2 | 13.00 |
| 294 | Nova Permit Service 359512/359803/360292 | 2800, Ave St-Jean-Bapitiste Quebec QC G2E 6J5 | 1,031.00 |
| 295 | O.C. Maillet Transport Ltd. 92573607 | 19 Rue Industrielle Bouctouche NB E4S 3H8 | 950.00 |
| 296 | Oceanex Ltd. 2382148/2385334/2385335 | 630 Rene-Levesque Blvd, West Suite 2550 Montreal QC H3B 1S6 | 13,108.00 |
| 297 | Office Interiors 614368 | 656 Windmill Road Dartmouth NS B3B 1B8 | 6,032.00 |
| 298 | Office XPress 13074/13076/14286 | 245 Collishaw Street Moncton NB E1C 9P9 | 1,514.00 |
| 299 | OK Pneus Vercheres 25158 | 195 Calixa Lavallee Vercheres QC J0L 2R0 | 128.00 |
| 300 | OMB Parts & Industrial Ltd. 219766/219828/344927 | 7 Blackmore Avenue Clareville NL A5A 1B8 | 5,531.00 |

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| 301 | Orkin Canada 7291124 | 5840 Falbourne Street Mississauga ON L5R 4B5 | 67.00 |
| 302 | Paccar Financial Ltd. Attn: Connie McIntyre | 500 - 6711 Mississauga Rd N, Markborough Place Mississauga ON L5N 4J8 | 1.00 |
| 303 | Palmer Atlantic Risk Services 110926/111044 | 538 Main Street, Unit 1 Hartland NB E7P 2N5 | 725.00 |
| 304 | Paradise Moving Services 1010695 | 6020 3rd St, SE Calgary AB T2H 1K2 | 3,000.00 |
| 305 | Pare Centre Du Camion Volvo 240853 | 25 Route Kennedy Levis QC G6V 9J6 | 244.00 |
| 306 | Parson's Hydraulics Inc. 145417/145660/147244 | 132 McWilliam Road Central Onslow NS B6L 5H6 | 1,430.00 |
| 307 | Parts for Trucks Ltd. 4610270400 | Po Box 8238, Station A Halifax NS B3K 5L9 | 750.00 |
| 308 | Penske Truck Leasing Canada Inc. | Rt. 10 Green Hills PO Box 791 Reading PA 19603 USA | 1.00 |
| 309 | Penske Truck Rentals M105960653 | 2916 Norland Avenue Burnaby BC V5B 3A6 | 901.00 |
| 310 | Perac Industries Ltd. 4833/4834 | Po Box 362 Mount Pearl NL A1N 2C4 | 16,426.00 |
| 311 | Peter Pan Sales Ltd 000387245 | PO Box 8658. Station A St. John's NL A1B 3T1 | 37.00 |
| 312 | Peterbilt Atlantic 219649 | 15 Rose Court Sydney River NS B1S 2C2 | 199.00 |
| 313 | Peterbilt Attn: Pam Fay | 45 Gillis Road Fredericton NB E3C 2G3 | 1.00 |
| 314 | PIK-Fast Express Inc. | 20 Glencoe Drive Mount Pearl NL A1N 4S8 | 703.00 |
| 315 | Pilot Travel Centers LLC 289198206 | PO Box 10146 Knoxville TN 37939-0146 ysa | 11,474.00 |

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| 316 | Pitney Bowes Canada Ltd. c/o BankruptcyHighway.com Attn: Mike Timko 32003973836 | PO Box 57100 Etobicoke ON M8Y 3Y2 | 892.00 |
| 317 | Pitneyworks 12173628/1995557 | PO Box 278 Orangeville ON L9W 2Z7 | 471.00 |
| 318 | Pneus Du Boulevard 10196 | 461 Boul. St. pierre Ouest Caraquet NB E1W 1A3 | 265.00 |
| 319 | PNP Garbage Collection Service 1285130/1292867 | 1300 Berrymills Road Moncton NB E1E 4R8 | 1,263.00 |
| 320 | PricewaterhouseCoopers LLP HL137140538/HL137159958 | PWC Central Accounting, PWC Tower 2600 - 18 York Street Toronto ON M5J 0B2 | 19,965.00 |
| 321 | Pride Group P011964/P011966/P008616 | 6050 Dixie Road Mississauga ON L5T 1A6 | 16,100.00 |
| 322 | Prime Material Handling Equip 30088382 | 1112 Fairville Blvd Saint John NB E2M 4A7 | 420.00 |
| 323 | Professional Tire Ltd. Attn: George Brown 1-123363/1-125237/1-124313 | 56 McCurdy Drive Gander NL A1V 1A2 | 4,334.00 |
| 324 | Purolator Courier Limited Attn: Ortie Nesci 435099574/435228112 | 5995 Avebury Rd. 3rd Flr. Mississauga ON L5R 3T8 | 3,210.00 |
| 325 | Quality Transportation Services 30367/301496/196960 | 43 Sewell Road Jacksonville NB E7M 3S1 | 5,600.00 |
| 326 | R.L. Dunlap Ltd 2056/2080 | 1517 Pictou Road, PO Box 1774 Truro NS B2N 5Z5 | 1,863.00 |
| 327 | Rainbow Printing Ltd. 59120 | 3 Jones Court Sussex NB E4E 2S2 | 523.00 |
| 328 | Ranji Brothers Logistics RB23105 | 13941 Airport Road Caledon ON L7C 2X6 | 1,575.00 |

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| 329 | RCAP Leasing Inc. Attn: Collection Department | 300 - 5575 North Service Road Burlington ON L7L 6M1 | 12,031.00 |
| 330 | Reefer Repair Services 20980/21136/127293 | 172 Glencoe Drive Mount Pearl NL A1N 4P7 | 1,836.00 |
| 331 | Reefer Sales and Service 500207105/690020103 | 425 Gibraltar Drive Mississauga Pm L5T 2S9 | 8,578.00 |
| 332 | REN Electrical Ltd 1899/1929/1987 | PO Box 6 Hickmans Harbour NL A0C 1V0 | 1,042.00 |
| 333 | Rexton Curling Club 361 | 49 Centennial West Ave Rexton NB E4W 1X5 | 136.00 |
| 334 | RFN Transport 57399 | 1715 Meyerside Drive Mississauga ON L5T 1G3 | 50.00 |
| 335 | Richibucto Home Hardware Building Centre 244250 | 45 Cartier Boulevard Richibucto NB E4W 3W6 | 226.00 |
| 336 | Richibucto Motor Ltd. 131990/133698/133951 | 20 Cartier Blvd Richibucto NB E4W 4A2 | 1,410.00 |
| 337 | Riverbend Freight Services Ltd. T00484 | 27 Glencoe Drive Mount Pearl NL A1N 4S5 | 100.00 |
| 338 | Riverbend Investments T022025/T022101 | 39 Forest Road Clareville NL A5A 4G8 | 6,376.00 |
| 339 | Robichaud, Yves J., C.P. Inc. Attn: Lawyer 5313 | 9377 Main Street Richibucto NB E4W 4B6 | 518.00 |
| 340 | Rock Solid Diesel Inc. 2624 | PO Box 516 Gr.Falls-Windsor NL A2A 2J9 | 250.00 |
| 341 | Rockwood Transportation Co. Ltd. IN015123 | 133 Main Street, Unit 2 Rexton NB E4W 2A4 | 339.00 |
| 342 | Rodd Crowbush 791137 | 632 Route 350, Po Box 1654 Morell PE C0A 1S0 | 10,708.00 |

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| 343 | Rodd Management Limited Attn: Steven Forbes | 97 Queen Street, Suite 600 Charlottetown PE | 10,710.00 |
| 344 | Roddis Communications 2017-562 | 17 Murdock MacKay Court Suite 201 Lower Sackville NS B4C 4G3 | 2,440.00 |
| 345 | Rolling Force Transportation 325997 | 1115 Midway Blvd Mississauga ON L5T 2C1 | 50.00 |
| 346 | Ronald Matchem 08/29/2014 McKay's | 71A Cormack Drive Clarenville NL A5A 1E1 | 307.00 |
| 347 | Roops Cleaners 2009 Limited SCT 465874 | c/o Keltic Collections 46 Inglis Place - Suite 3 Truro NB B2N 5B6 | 4,059.00 |
| 348 | Roops Cleaners 0111623/0111808 | 35 Wadell Street Truro NS B2N 4A3 | 3,400.00 |
| 349 | Rossignol Transport Ltd 67845/67965/67989 | PO Box 184 Edmunston NB E3V 3K8 | 1,750.00 |
| 350 | Royal Bank of Canada | 10 York Mills Road Toronto ON M2P 0A2 | 45,023.00 |
| 351 | Royal Freightliner 140902F/142171F/142710F | PO Box 1210 St. John's NL A1C 5N2 | 1,286.00 |
| 352 | Roy's Auto Body 4475 | 181 Route 535 Notre-Dame NB E4V 2K2 | 300.00 |
| 353 | Ryder Truck Rental Canada HC9749/HU5279/HU5274 | PO Box 9464, Stn A Toronto ON M5W 4E1 | 37,209.00 |
| 354 | S&M Trucking Ltd IN075069/IN076423 | 49 Harbour Drive Edwardsville NS B2A 4T7 | 5,449.00 |
| 355 | Sales Careers Canada 1208127/1208280/1208326 | 1595 Bedford Hwy, Suite 602 Bedford NS B4A 3T4 | 4,140.00 |
| 356 | Sandliner Trucking Ltd 611/1091/568/645 | 5725 Riverside Road Matsqui BC V4X 3R2 | 29,479.00 |
| 357 | Scotia Diesel Services Ltd. 51585 | PO Box 1028 Antigonish NS B2G 2S3 | 130.00 |

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| 358 | Scotian Distribution Services L td 111349 | 81 Simmonds Drive Dartmouth NS B3B 1N7 | 250.00 |
| 359 | Secure Trans Solutions 76/130 | 101 Jacques Plante Road Vadreuil-Dorion QC J7C 0J6 | 2,400.00 |
| 360 | Service Master C/S of Moncton 229619 | 209 Edinburgh Drive Moncton NB E1E 2K9 | 300.00 |
| 361 | Service Semi-Remorque Rive-Sud Inc. 17059/17060 | 1101 Nobel Ste-Julie QC J3E 1Z4 | 339.00 |
| 362 | Service Works Automotive & Heavy Equip 212/213/214/216 | 175 Palmer Brook Road Quispamsis NB E2G 2A9 | 509.00 |
| 363 | Sharpe's Auto Salvage Ltd. 77209 | 5265 Route 105 Pembroke NB E7N 1S3 | 1,406.00 |
| 364 | Shaw Tracking 397920 | Po Box 1650, Station Main Calgary AB T2P 2L7 | 5,741.00 |
| 365 | Shoreline Fuels 60089/60246/60266 | 55 Raymel Rd Grand-Barachois NB E4P 7M7 | 4,287.00 |
| 366 | Shred-It International ULC 8100178614/8100201624 | PO Box 15617, Stn A Toronto ON M5W 1C1 | 1,724.00 |
| 367 | SIMA Transport 2510 | 89 Nicholson Avenue Point-claire QC H9R 6A1 | 1,700.00 |
| 368 | Simms Garage Ltd W000101397 | PO Box 331 Carbonear NL A1Y 1B7 | 315.00 |
| 369 | Simrut Trucking Inc. 13673 | 499 Wettlaufer Terrace Milton ON L9T 8K9 | 1,800.00 |
| 370 | SKM Warehouse Services Ltd 17109 | 121 Sunnybrook Drive Onslow Mountain NS B6L 6T7 | 1,520.00 |
| 371 | Smithy's Road Serivce Ltd WI004033/WI0043033/WI004401 | 72 Main Street Bishop Falls NL A0H 1C0 | 3,403.00 |
| 372 | Societe Des Traversiers Du QC 03163890/031694069 | 250 Rue Saint-Paul Quebec QC G1K 9K9 | 16,043.00 |

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| 373 | Sonny Bubbles 1431/1440 | 22 Tanya Crescent Moncton NB E1E 4W5 | 1,081.00 |
| 374 | Soprema Inc. 446936 | CP. 11454 , Dept 11, Succursale Centre-Ville Montreal QC H3C 5K8 | 435.00 |
| 375 | South Shore Truck Center IN50085814 | PO Box 247 Bridgewater NS B4V 2W9 | 2,673.00 |
| 376 | Spar 033/50 | 1855 Chemin St-Francois Dorval QC D9P 1K3 | 5,043.00 |
| 377 | Speciality Steel Inc. 24895 | 423 Dakota Road, Po Box 285 Debert NS B0M 1G0 | 77.00 |
| 378 | Spectrum Investigation & Security IN27541/IN27635/IN26590 | PO Box 10 Mount Pearl NL A1N 2C1 | 3,980.00 |
| 379 | SpeedX Transport 90929/89436/82841 | 62 Selby Road Brampton ON L6W 3L4 | 5,350.00 |
| 380 | Speedy Glass 8702-206191 | 8288 Boulevard Pie-IX Montréal QC H1Z 3T6 | 2,229.00 |
| 381 | Stellar Industrial Sales Ltd. 03MCT-00772541 | 520 Edinburgh Drive Moncton NB E1E 4C6 | 601.00 |
| 382 | Stephenville Truck Centre 4898/5196/5493 | PO Box 29, 179 Minnesota Drive Stephenville NL A2N 2Y7 | 2,346.00 |
| 383 | Sterling Back Check Canada Corp. IN047281/IN416781 | Suiet 200, 19433 96th Avenue Surrey BC V4N 4C4 | 94.00 |
| 384 | Stewart McKelvey - Halifax 90562832 | 900 - 1959 Upper Water Street PO Box 997 Purdy's Wharf Tower One Halifax NS B3J 2X2 | 15,162.00 |
| 385 | Stewarts Transfers, 500516 NB Ltd 1034038/1034161 | 1055 West Riverside Drive Perth NB E7H 5G3 | 3,350.00 |
| 386 | Stockford Reefer Services Inc. S4511/S4872/S5094 | 4127 Route 540 Belleville NB E7M 5X6 | 931.00 |

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| 387 | Stream 318-175302/318-176418 | 5425 Dixie Road Mississauga ON L4W 1E6 | 2,160.00 |
| 388 | Suhanna Freight Services 11227/11454 | 584 McGeachie Drive Milton ON L9T 3Y5 | 5,700.00 |
| 389 | Sunbury Transport Limited 3406207 | PO Box 905, Station A Fredericton NB E3P 5B4 | 1,600.00 |
| 390 | Superior Lift Truck Services 702061 | 470 Edinburgh Drive Moncton NB E1E 2L1 | 213.00 |
| 391 | Superior Propane Attn: Account Collections, Karen 16361320 | 600 - 1265 Arthur St E Thunder Bay ON P7E 6E7 | 263.00 |
| 392 | Superline Fuels 980818/500641 | PO Box 880 Lunenburg NS B0J 2C0 | 9,151.00 |
| 393 | Surgenor Truck Centre 374529/374597 | 261 Binnington Court Kingston ON K7M 9H2 | 6,914.00 |
| 394 | Sylrick Enterprises 00000008623 | 208 Meeting House Road Upper Onslow NS B6L 5J1 | 944.00 |
| 395 | Systech 3003669CT/3003680CT | 3 Chemin Lafarge, CP 25 St-Constant QC J5A 2G1 | 21,075.00 |
| 396 | T C Trailer & Welding Service Ltd 638346 | 249 Lockhart Mill Road Jacksonville NB E7M 5K3 | 20.00 |
| 397 | T Fleet 2492157/2489811/2498049 | 1351 Speers Road Oakville ON L6L 2X5 | 3,467.00 |
| 398 | Tarp-Rite Inc. 108372/109186/109217 | 327 Lockhart Mill Road Jacksonville NB E7M 3S5 | 16,881.00 |
| 399 | Taycar Electric Ltd 14875 | 2432 Old Sambro Road Williamswood NS B3V 1C9 | 257.00 |
| 400 | T-Chek Systems 0924/1001 | 14800 CHARLSON ROAD Eden Prairie MN 55347 USA | 24,795.00 |
| 401 | TCI Manufacturing Inc. 765357/765536 | 55 Blizzard Street Fredericton NB E3B 8K3 | 1,965.00 |

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| 402 | TCR Solutions Inc. TCR-006632 | 6760 Davand Drive, Unit 10 Mississauga ON L5T 2L9 | 4,324.00 |
| 403 | Tech Lift Crane & Transport 01350 | 37 Tobin's Road St. John's NL A1E 6A3 | 525.00 |
| 404 | Techno Citer-Net Centre De Lavage 17595/17722/18036 | 1250 Rue Industrielle La Prairie QC J5R 5G4 | 489.00 |
| 405 | Telus Communications - Corporate Attn: Rick Wan | 8th Fl - 3777 Kingsway Burnaby BC V5H 3Z7 | 4,770.00 |
| 406 | Terra Nova Transport Ltd ITN109459/INT107524 | 98 Rutherford Road South Brampton ON L6W 3J5 | 24,302.00 |
| 407 | The Euro + Can Group Inc. 101532 | PO Box 2008, Station B Richmond Hill ON L4E 1A3 | 6,063.00 |
| 408 | The Maritimes Energy Association 455341 | 202 Brownlow Avenue, Suite A305 Cambridge Dartmouth NS B3B 1T5 | 73.00 |
| 409 | Thomas L. Armstrong & Sons Ltd 32044 | PO Box 203 Apohaqui NB E5P 3G2 | 4,000.00 |
| 410 | T-Lane Transportation & Logistics TA0025155/TA002156/TA052362 | 32915 Mission Way Mission BC V2V 6E4 | 35,930.00 |
| 411 | T'n'T Truck & Auto Repair Ltd 35308 | 200 Massey Drive Corner Brook NL A2H 7A3 | 102.00 |
| 412 | Tom MacDonald Trucking Attn: Laren Adam IN042298/IN044626 | 527 Celtic Drive Sydney River NS B1L 1B6 | 12,214.00 |
| 413 | Toronto Hydro Energy Services Inc. L0004806 | 14 Carlton Street Toronto ON M5B 1K5 | 1,499.00 |
| 414 | Total Quality Logistics 325651/8351395 | PO Box 799 Milford OH 45150 USA | 2,200.00 |
| 415 | Traction (508) 508418288 | PO Box 411 Gr.Falls-Windsor NL A2A 2J8 | 144.00 |

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| 416 | Traction Longueuil 717272839 | 910 Trans Canada Longueuil QC J4G 2M1 | 548.00 |
| 417 | Traction 5925248968/592526611 | 75 Akerley Blvd Unit U Dartmouth NS B3B 1R7 | 6,680.00 |
| 418 | Trailer Wizards Ltd. 11813571/18819961 | 1880 Britannia Road E Mississauga ON L4W 1J3 | 162,000.00 |
| 419 | Trans East Trailers Ltd 3996 | 368 Urquhart Avenue Moncton NB E1H 2R4 | 162.00 |
| 420 | Transport Gilmyr Inc 218557/217403/502671 | 315 Chemin Du Coteau Montmagny QC G5V 0P9 | 38,388.00 |
| 421 | Transport Jenkins Ltee 01-801050/100170 | 130 Rue Proulx Amqui QC G5J 3G3 | 4,800.00 |
| 422 | Transport Lac Express Inc 527238/528685 | 900 Ave Selkirk Point-claire QC H9R 3S3 | 4,700.00 |
| 423 | Transport Laplante & Fils Inc. 31486/31539/31612 | 457 Route 148 Plaisance QC J0V 1S0 | 4,750.00 |
| 424 | Transport N Service 160315718/160317264 | 367 Speedvale Avenue W Coteau Dulac QC J0P 1B0 | 3,150.00 |
| 425 | Transport Riviere-Du-Loup Inc. 084263/08542/087833 | 165 De L'Avenir Saint-Antonin QC G0L 2J0 | 17,250.00 |
| 426 | Transport TFI 596925/596980 | 1200 Pere Daniel Trois-Rivieres QC G9A 5R6 | 10,700.00 |
| 427 | TransX 324904 | 2595 Inkster Blvd, Box 36, Grp 200 R Winnipeg MB R3C 2E6 | 2,100.00 |
| 428 | Travelers Transportation 460186A/460187A/462119A | 195 Heart Lake Road South Brampton ON L6W 3N6 | 7,950.00 |
| 429 | TRD Mobile Truck Repair 282/283/285 | 94 Coburg Crescent Truro NS B2N 7J6 | 3,971.00 |
| 430 | Treasurer, State of Main 171005ES02 | 104 State House Station, 45 Commerce Drive, Suite 1 Augusta ME 04330-104 USA | 2,120.00 |

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| 431 | Tri Province Enterprises IN00008929/IN00009407 | 88 Toombs Street Moncton NB E1A 3A5 | 1,519.00 |
| 432 | Triware Technologies Inc. 179750/179919 | 76 Brookfield Road St. John's NL A1E 3T9 | 6,622.00 |
| 433 | Tulk Tire Ltd 27014/CM133 | PO Box 189 Mount Pearl NL A1N 2C2 | 505.00 |
| 434 | ULT Powertrain Reman and Services Easter 5019/5161/5365 | 688 Babin Street Dieppe NB E1A 5M1 | 6,282.00 |
| 435 | Universal Truck & Trailer Attn: Jennifer Ramsay 341952D/351040D | 925 Champlain Street Dieppe NB E1A 5T6 | 110.00 |
| 436 | Vail's Fabric Services Ltd 271576/272038 | 90 King Street Moncton NB E1C 4M6 | 2,203.00 |
| 437 | Valero Energy Inc. 4111318535/4111414002 | 1801 Avenue McGill College, 13E Etage Montreal QC H3A 2N4 | 2,571.00 |
| 438 | Valley Equipmment Ltd IU94509/IU94632 | 289 McLean Avenue Hartland NB E7P 2K7 | 7,371.00 |
| 439 | Vatra Express Ltd 60220/60269/6033/60546 | 1071 NORTH SERVICE ROAD EAST Oakville ON L6H1A6 | 4,110.00 |
| 440 | Viavic Express Inc. 403447/403473/403474/403555 | 30 rue Seguin Rigaud QC J0P 1P0 | 2,448.00 |
| 441 | Vince Trucking Freight Express 1911 | 500 Acadie Blvd Edmundston NB E3V 4H8 | 165.00 |
| 442 | VTL Express PB190770 | 3200, RUE DE L'ETCHEMIN Levis QC G6W 7X6 | 1,800.00 |
| 443 | W.S. Bell Cartage I149825/I150109 | 7 Grand Ave Kitchener ON N2K 1B2 | 1,950.00 |
| 444 | Wajax Power Systems D65598/D66217 | 2997 Watts Avenue Quebec QC G1X 3W1 | 7,289.00 |

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| 445 | Walsh Truck & Trailer Repairs 55563/55902 | PO Box 186 Miramichi NB E1N 3A6 | 1,175.00 |
| 446 | Warren Ready Mix Ltd 4299/4341/4344/4435 | 58 California Road Rexton NB E4W 1W8 | 64,702.00 |
| 447 | Warren Transport Ltd 298 | 85 Rue St-Coeur Neuac NB E9G 1X8 | 176.00 |
| 448 | Warren Truck Center 4078/4111/4113/4138 | 58 CALIFORNIA ROAD Rexton NB E4W 1W8 | 670,000.00 |
| 449 | Watt's Leasing Inc. 10676/10712/11457 | 56 Urquhart Avenue, Caledonia Industrial Park Moncton NB E1H 2R5 | 7,073.00 |
| 450 | Wells Fargo Equipment Finance Company | Lansing Square 700-2550 Victoria Park Ave North York ON M2J 5A9 | 1.00 |
| 451 | Western Star Trucks Ltd. WW02575 | 19 Duggan Street Grand Falls NL A2A 2K7 | 63.00 |
| 452 | Westmorland Warehousing Ltd. 8433 | 126 English Dr Moncton NB E1E 3X3 | 80.00 |
| 453 | Westtrans Auto Inc. 55620/56061/56062 | 1136-3 CENTRE STREET SUITE 390 Thornhill ON L4J 3M8 | 3,100.00 |
| 454 | Wheel King Transhaul Inc. W22436 | 44 MEDULLA AVENUE Etobicoke ON M8Z 5L9 | 800.00 |
| 455 | William Perry Trucking 0095-16 | PO Box 3857 Deer Lake NL A8A 3M2 | 107.00 |
| 456 | Woodlands Transport 132/137 | P.O. BOX 16066 Foxtrap NL A1X 3E3 | 3,971.00 |
| 457 | Woodward Motors Limited Attn: Melvin Andrews 109842 | 233 Conception Bay Highway Bay Roberts NL A0A 1G0 | 60.00 |
| 458 | Workers Compensation Board of Nova Scotia Attn: Brenda Carvery SCH 470366 | PO Box 1150 5668 South St Halifax NS B3J 2Y2 | 35,176.00 |

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| 459 | World Wide Carriers 1086495/10876981 | 125 CLAIREPORT CRES Etobicoke ON M9W 6P7 | 2,100.00 |
| 460 | Wurth Canada Limited 22326380/22343138 | 345 Hanlon Creek Blvd Guelph ON N1C 0A1 | 2,100.00 |
| 461 | York Transport 469381/469666 | 165 Summerlea Road Langley BC V1M 3A7 | 5,050.00 |

Total: **13,180,779.00**

EXHIBIT 4

IN THE SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF: The *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended

- and -

IN THE MATTER OF: A Plan of Compromise or Arrangement of the Applicant, Atlantica Diversified Transportation Systems Inc.

NOTICE OF INITIAL ORDER

PLEASE TAKE NOTICE that an Initial Order was made by the Supreme Court of Nova Scotia - Halifax, on December 7, 2017, following the hearing of an application by Atlantica Diversified Transportation Systems Inc. (the "Company") and that BDO Canada Limited was appointed as Monitor;

PLEASE TAKE NOTICE that any person with a claim, grievance, application, action, suite, right or remedy, or proceeding or enforcement process in any court, tribunal, or arbitration association, relating to the Company is stayed on terms as set out in the Initial Order;

PLEASE TAKE FURTHER NOTICE that additional information regarding this proceeding can found on the Monitors website at <http://extranets.bdo.ca/adts> or by contacting the Monitor at its address below:

BDO Canada Limited
Suite 201 - 255 Lacewood Drive
Halifax, NS B3M 4G2
Attention: Phil Clarke, CPA, CA, CIRP, LIT
Telephone (902) 425-3100
Facsimile (902) 425-3777
Email: pclarke@bdo.ca

DATED at Halifax, Nova Scotia, this 12th day of December, 2017.



BDO Canada Limited
In Its Capacity as Monitor
Suite 201, 255 Lacewood Drive
Halifax, NS B3M 4G2
Telephone (902) 425-3100
Facsimile (902) 425-3777

EXHIBIT 5



Tel: 902 425 3100
Fax: 902 425 3777
Toll-Free: 800 337 5764
debtsolutions-halifax.ca

BDO Canada Limited
255 Lacewood Drive
Suite 201
Halifax NS B3M 4G2 Canada

**TO THE CREDITORS OF
ATLANTICA DIVERSIFIED TRANSPORTATION SYSTEMS INC.**

December 12, 2017

Dear Sir or Madam:

On December 7th, 2017, the Supreme Court of Nova Scotia heard an Initial Application by Atlantica Diversified Transportation Systems Inc. for relief under the *Companies' Creditors Arrangement Act*, Court No. Hfx 470769, and an Initial Order was granted on that day. The Initial Order provides for a stay of proceedings to December 22nd, 2017. BDO Canada Limited was appointed as Monitor (the "Monitor").

The Initial Order, and a list of creditors as represented by the Company, can be accessed via the Monitor's website at <http://extranets.bdo.ca/adts>

Interested parties are encouraged to check the website frequently for updates as to the status of the proceedings. For further information, please contact the Monitor at:

BDO Canada Limited
Suite 201 - 255 Lacewood Drive
Halifax, NS, B3M 4G2

Telephone: 902-425-3100
Fax: 902-425-3777
Email: pclarke@bdo.ca

**BDO Canada Limited
Court-Appointed Monitor of
Atlantica Diversified Transportation Systems Inc.**

Enclosure

EXHIBIT 6

MONITOR'S REPORT ON CASH FLOW

The attached Statement of Projected Cash Flow and Cash Flow Assumptions, attached as Appendix "A" of this Report (the "Cash Flow Statement") of Atlantica Diversified Transportation Systems, (the "Company") as of the 23rd day of November, 2017, consisting of the projected cash flow of the Company for the 13 week period ending February 23, 2018, has been prepared by the management of the Company in support of its Initial Application to the Court for an Order pursuant to Section 11.02 of the *Companies' Creditors Arrangement Act*, using the Probable and Hypothetical Assumptions set out in Notes 1 through 11 of the Cash Flow Assumptions.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by certain management and employees of the Company. Since Hypothetical Assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Statement. We have also reviewed the support provided by management of the Company for the Probable Assumptions, and the preparation and presentation of the Cash Flow Statement.

Based on our review, nothing has come to our attention that causes us to believe that, in all material aspects:

- a) the Hypothetical Assumptions are not consistent with the purpose of the Cash Flow Statement;
- b) as at the date of this report, the Probable Assumptions developed by management are not Suitably Supported and consistent with the plans of the Company or do not provide a reasonable basis for the Cash Flow Statement, given the Hypothetical Assumptions; or
- c) the Cash Flow Statement does not reflect the Probable and Hypothetical Assumptions.

Since the Cash Flow Statement is based on Assumptions regarding future events, actual results will vary from the information presented even if the Hypothetical Assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow Statement will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon by us in preparing this report.

The Cash Flow Statement has been prepared solely for the purpose the Company's Initial Application to the Court and readers are cautioned that it may not be appropriate for other purposes.

Dated at Halifax, in the Province of Nova Scotia, this 4th day of December, 2017.

BDO CANADA LIMITED
Proposed Monitor


Philip Clarke, CPA, CA, CIRP, LIT
Senior Vice-President

**Atlantica ADTS
Cash Flow Forecast**

| | Week Ended | | | | | | | | | | | | | Total | |
|----------------------------------|-------------|------------|------------|-----------|------------|------------|------------|-----------|------------|------------|------------|------------|----------|------------|-----------|
| | 01-Dec | 08-Dec | 15-Dec | 22-Dec | 29-Dec | 05-Jan | 12-Jan | 19-Jan | 26-Jan | 02-Feb | 09-Feb | 16-Feb | 23-Feb | | |
| Cash Receipts | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 312,750 | 4,065,750 | |
| Fuel | 100,534 | 94,900 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 89,134 | 1,175,905 |
| Driver Wages | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 144,066 | 1,008,459 |
| Ferry | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 65,000 |
| Owner Operator Charges | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 2,875 | 37,375 |
| On road trucking expenses | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,600 |
| Satellite | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 1,800 | 23,400 |
| Tires | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 3,300 | 42,900 |
| Repair & Maintenance - Peterbilt | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 65,000 |
| Repair & Maintenance - Other | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 195,000 |
| Tolls | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 45,500 |
| Licensing | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 65,000 |
| Permits | 7,450 | - | - | - | - | 7,450 | - | - | - | 7,450 | - | - | - | - | 1,625 |
| Rent - Halifax | 11,213 | - | - | - | - | 11,213 | - | - | - | 11,213 | - | - | - | - | 22,349 |
| Rent - Montcton | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 8,444 | 109,775 |
| Insurance - Truck | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 18,000 |
| Insurance - Group & Life | 415 | 280 | 32 | 245 | 33 | 404 | 204 | 24 | 268 | 392 | 148 | 16 | - | - | 2,441 |
| Interest Expense - LTD | 11,890 | - | - | - | - | 11,671 | - | - | - | 11,452 | - | - | - | - | 35,013 |
| Interest Expense - Accurac | 2,283 | 5,443 | 1,428 | 1,256 | 2,172 | 2,295 | 5,498 | 1,436 | 3,438 | 2,307 | 3,924 | 1,444 | 2,180 | - | 35,104 |
| LTD - Principal Payments | 145,319 | 15,744 | 2,482 | 4,546 | 24,949 | 133,070 | 18,226 | 4,546 | - | 157,919 | 15,744 | 7,028 | - | - | 529,473 |
| Operating Leases - Tractors | 3,579 | 6,944 | 2,444 | 2,444 | 2,444 | 8,079 | 2,444 | 2,444 | 2,444 | 8,079 | 2,444 | 2,444 | 2,444 | 2,444 | 48,674 |
| Office Expenses | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 5,850 |
| Telephone - Mobile | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 525 | 6,825 |
| Telephone - Land Lines | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 7,150 |
| Safety | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 8,125 |
| Utilities | 48,932 | - | 48,932 | - | 48,932 | - | 48,932 | - | 48,932 | - | 48,932 | - | 48,932 | - | 293,591 |
| Wages - Admin | 9,278 | - | 9,278 | - | 9,278 | - | 9,278 | - | 9,278 | - | 9,278 | - | 9,278 | - | 64,949 |
| Workers Compensation | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 60,000 |
| Legal Fees | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 60,000 |
| Monitor Fees | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 60,000 |
| Critical Suppliers | 537,353 | 205,685 | 360,190 | 180,018 | 392,301 | 345,709 | 380,177 | 179,977 | 368,953 | 370,338 | 378,064 | 182,459 | 309,496 | 309,496 | 120,000 |
| Cash before collections of A/R | (\$224,603) | \$107,065 | (\$47,440) | \$132,732 | (\$79,551) | (\$32,959) | (\$67,427) | \$132,773 | (\$56,203) | (\$57,588) | (\$63,314) | \$130,291 | \$3,254 | (\$69,333) | |
| <i>Prefiling A/R</i> | | | | | | | | | | | | | | | |
| NB Liquor | 27,500 | | | | | | | | | | | | | | 27,500 |
| Labatt | 46,500 | | | | | | | | | | | | | | 46,500 |
| Kruger | 42,500 | | | | | | | | | | | | | | 42,500 |
| Divert | 30,000 | | | | | | | | | | | | | | 30,000 |
| Misc | 10,000 | | | | | | | | | | | | | | 10,000 |
| Monthly Cash Flow | (\$68,103) | \$107,065 | (\$47,440) | \$132,732 | (\$79,551) | (\$32,959) | (\$67,427) | \$132,773 | (\$56,203) | (\$57,588) | (\$63,314) | \$130,291 | \$3,254 | (\$69,333) | |
| Operating Cash | \$57,000 | (\$11,103) | \$95,962 | \$48,523 | \$181,254 | \$101,703 | \$68,744 | \$1,318 | \$134,090 | \$77,887 | \$20,299 | (\$43,016) | \$87,275 | (\$43,016) | \$87,275 |
| Closing Cash | (\$11,103) | \$95,962 | \$48,523 | \$181,254 | \$101,703 | \$68,744 | \$1,318 | \$134,090 | \$77,887 | \$20,299 | (\$43,016) | \$87,275 | \$90,529 | (\$43,016) | \$90,529 |

Atlantica

Cash Flow Assumptions

The following assumptions have been used in preparing the cash flow forecast for the 13 weeks ended February 23, 2018;

1. **Cash Receipts** – Cash receipts amounts are based on the average weekly sales volume for September and October 2017 as factored by Accutrac, on a net basis.
2. **Fuel** – The first two weeks are amounts payable to the fuel supplier for the outstanding balance. Remaining weeks are based on historical fuel consumptions.
3. **Driver Wages** – Payments are based on both previous payrolls as well as historical costs as a percentage of sales.
4. **Repairs and Maintenance** – Calculated based on average of previous 17 weeks of costs to run the fleet.
5. **Rents** – Based on current property leases.
6. **Leases (Tractors)** – Based on current leases as well as new lease required to operate the fleet on an on-going basis. Assumes only those assets to be used will have lease payments made.
7. **Wages (Admin)** – Payments are based on current staff compliment bi-weekly pay amounts.
8. **Interest and Principle Payments** – Amounts calculated as per current debt agreement for various non-fleet assets as well as continued payment of one equipment loan (amounts equal to current loan agreement).
9. **Critical Suppliers** – Estimated pre-filing balance payable for critical suppliers is \$220,000, of which \$195,000 related to the fuel supplier. Cash flow statement assumes critical suppliers are paid in the normal course. This expense will reduce this liability to \$Nil in two months.
10. **Previous CCAA A/R Receipts** – Estimate of amounts to be received in the first week of forecast for sales completed prior to filing.
11. **Taxes (HST, Source, etc.)** – The cash flow statement has been prepared net of various taxes. Taxes such a source deduction, sales taxes, etc. will be kept current and paid in the ordinary course of business.

EXHIBIT 7

Atlantica Diversified Transportation Systems Inc.
Cash Flow Variance - Week ended December 15, 2017

| | <u>Budget</u> | <u>Actual</u> | <u>Variance</u> | <u>Comments</u> |
|----------------------------------|-----------------|----------------|-----------------|--|
| Cash Receipts | 312,750 | 221,887 | - 90,863 | |
| Fuel | 89,134 | 960 | | Fuel paid the following Monday (\$93.7k) |
| Driver Wages | 144,066 | 101,962 | | Reduced drivers |
| Ferry | 5,000 | - | | |
| Owner Operator Charges | 2,875 | - | | |
| On road trucking expenses | 200 | - | | |
| Satellite | 1,800 | - | | |
| Tires | 3,300 | - | | |
| Repair & Maintenance - Peterbilt | 5,000 | - | | |
| Repair & Maintenance - Other | 15,000 | - | | |
| Tolls | 3,500 | - | | |
| Licensing | 5,000 | - | | |
| Permits | 125 | - | | |
| Rent - Halifax | - | - | | |
| Rent - Moncton | - | - | | |
| Insurance - Truck | 8,444 | - | | |
| Insurance - Group & Life | - | - | | |
| Interest Expense - LTD | 32 | 32 | | |
| Interest Expense - Accutrac | - | - | | |
| LTD - Principal Payments | 1,428 | 1,553 | | |
| Operating Leases - Tractors | 2,482 | 31,143 | | |
| Office Expenses | 2,444 | 2,320 | | Timing of payments |
| Telephone - Mobile | 450 | - | | |
| Telephone - Land Lines | 525 | - | | |
| Safety | 550 | - | | |
| Utilities | 625 | 1,311 | | |
| Wages - Admin | 48,932 | 31,419 | | withholding payable |
| Workers Compensation | 9,278 | - | | Incurred but unremitted |
| Legal Fees | - | - | | |
| Monitor Fees | 0 | - | | |
| Critical Suppliers | 10,000 | - | | |
| | <u>360,190</u> | <u>170,700</u> | | |
| | <u>(47,440)</u> | <u>51,187</u> | | |